

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

FILED 10/15/24
ENTERED 8:00 a.m.
JEFF WHIDBY, COUNTY CLERK JW

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 Commissions.

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

ACTION TAKEN ON 10/14/24

Commission Action Taken: For 22 Against 1 Defer
until November 2024
meeting

Formerly
Resolution No. 9-24-54
Requested by: Property Management
Formerly
Resolution No. 10-24-2

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
FILED 10/28/24
ENTERED 11:55 a.m.
JEFF WHIDBY, COUNTY CLERK JW

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

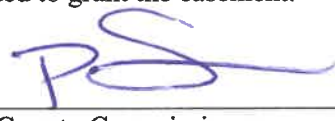
WHEREAS, County, upon approval of its legislative body, is authorized to grant utility easements on County owned property; and

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

ACTION TAKEN ON 10/14/24

Commission: For 22** Against 1

**Defer until the November 12, 2024, County Commission meeting in order to confirm the location of this easement versus the easement granted in the lease

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 _____, 202 4.

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 FOR INTER-CATEGORY ADJUSTMENT OF \$16,781,543 FOR APPROVED
RAISE FOR THE 2024-2025 BUDGET YEAR**

WHEREAS, the Williamson County Commission authorized a 5% raise plus a 2% mid-year raise for all county employees to be paid in the 2024-2025 year; and

WHEREAS, the Williamson County School Board of Education opted for an equivalent 6% raise for all Board of Education employees; and

WHEREAS, the original raise amount was included in the 2024-2025 budget in one line item and needs to be distributed to the proper salary and benefit accounts; and

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on November 11, 2024, amend the 2024-2025 General Purpose School funds' budget through an inter-category adjustment as follows:

General Purpose School Fund

Expenditure (Decrease)

141.72310.518945 Other Salaries & Wages-
Supplements **\$16,781,543**

Expenditure (Increase)

See attached Account Various Salary and Benefit **\$16,781,543**
Codes for Detail accounts

Gregory Herbert
Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board: For 12 Against 0
Education Committee: For 6 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, County Mayor

Date

MAJOR ACCT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
	511600 TEACHERS	\$ 5,055,468	
	511700 CAREER LADDER PROGRAM	30,000	
	512800 HOMEBOUND TEACHERS	90,000	
	518951 OSW-FAMILY INVOLVEMENT	2,000	
	520100 SOCIAL SECURITY	500,000	
	520400 PENSIONS	500,000	
	521200 EMPLOYER MEDICARE	150,000	
	521700 RETIRE-HYBRID STABILIZATION	200,000	
71100	71100 REGULAR INSTRUCTION	6,527,468	
	511600 TEACHERS	28,000	
	516300 EDUCATIONAL ASSISTANTS	7,600	
	520100 SOCIAL SECURITY	475	
	520400 PENSIONS	2,500	
	521200 EMPLOYER MEDICARE	500	
	521700 RETIRE-HYBRID STABILIZATION	1,000	
71150	71150 ALTERNATIVE INSTRUCTION	40,075	
	516300 EDUCATIONAL ASSISTANTS	1,151,100	
	517100 SPEECH PATHOLOGIST	175,000	
	520100 SOCIAL SECURITY	90,000	
	520400 PENSIONS	93,000	
	521200 EMPLOYER MEDICARE	21,450	
	521700 RETIRE-HYBRID STABILIZATION	15,000	
71200	71200 SPECIAL EDUCATION INSTRUCTION	1,545,550	
	511600 TEACHERS	250,000	
	518900 OTHER SALARIES & WAGES	35,000	
	520100 SOCIAL SECURITY	17,670	
	520400 PENSIONS	18,126	
	521200 EMPLOYER MEDICARE	4,500	
	521700 RETIRE-HYBRID STABILIZATION	1,000	
71300	71300 CAREER AND TECHNICAL EDUCATION	326,296	
	510500 SUPERVISOR/DIRECTOR	7,605	
	518900 OTHER SALARIES & WAGES	40,000	
	520100 SOCIAL SECURITY	4,500	
	520400 PENSIONS	6,500	
	521200 EMPLOYER MEDICARE	1,100	
72110	72110 ATTENDANCE	59,705	
	513100 MEDICAL PERSONNEL	238,000	
	513105 MEDICAL PERSONNEL-ESY	30,000	
	513150 MEDICAL PERSONNEL-NURSE	141,000	
	518916 OSW-SECRETARY	3,100	
	520100 SOCIAL SECURITY	26,210	
	521200 EMPLOYER MEDICARE	6,000	
	521700 RETIRE-HYBRID STABILIZATION	8,500	

72120	72120 HEALTH SERVICES	452,810
	511700 CAREER LADDER PROGRAM	750
	512300 GUIDANCE PERSONNEL	536,000
	513000 SOCIAL WORKERS	44,000
	516100 SECRETARY(S)	33,000
	518900 OTHER SALARIES & WAGES	126,700
	520100 SOCIAL SECURITY	43,000
	520400 PENSIONS	33,500
	521200 EMPLOYER MEDICARE	11,000
	521700 RETIRE-HYBRID STABILIZATION	1,000
72130	72130 OTHER STUDENT SUPPORT	828,950
	510500 SUPERVISOR/DIRECTOR	72,500
	511700 CAREER LADDER PROGRAM	2,000
	512900 LIBRARIANS	45,500
	516100 SECRETARY(S)	11,000
	516200 CLERICAL PERSONNEL	82,250
	518900 OTHER SALARIES & WAGES	255,000
	520100 SOCIAL SECURITY	35,000
	520400 PENSIONS	35,000
	521200 EMPLOYER MEDICARE	7,500
	521700 RETIRE-HYBRID STABILIZATION	30,000
72210	72210 INSTRUCTION SUPPORT	575,750
	510500 SUPERVISOR/DIRECTOR	15,450
	516100 SECRETARY(S)	2,500
	520100 SOCIAL SECURITY	1,113
	520400 PENSIONS	1,408
	521200 EMPLOYER MEDICARE	275
72215	72215 ALTERNATIVE SUPPORT	20,746
	510500 SUPERVISOR/DIRECTOR	8,633
	512400 PSYCHOLOGICAL PERSONNEL	345,500
	516100 SECRETARY(S)	16,500
	517200 INSTRUCTIONAL COACH	59,000
	518900 OTHER SALARIES & WAGES	75,000
	520100 SOCIAL SECURITY	31,000
	520400 PENSIONS	31,800
	521200 EMPLOYER MEDICARE	8,000
	521700 RETIRE-HYBRID STABILIZATION	6,200
72220	72220 SPECIAL EDUCATION SUPPORT	581,633
	510500 SUPERVISOR/DIRECTOR	8,635
	516100 SECRETARY(S)	1,500
	518900 OTHER SALARIES & WAGES	12,500
	520100 SOCIAL SECURITY	1,500
	520400 PENSIONS	1,500
	521200 EMPLOYER MEDICARE	350

	521700 RETIRE-HYBRID STABILIZATION	250	
72230	72230 CAREER/TECH EDUC SUPPORT	26,235	
	510500 SUPERVISOR/DIRECTOR	8,635	
	512100 DATA PROCESSING PERSONNEL	98,500	
	520100 SOCIAL SECURITY	10,500	
	520400 PENSIONS	23,000	
	521200 EMPLOYER MEDICARE	2,500	
72250	72250 TECHNOLOGY	143,135	
	518945 OSW-SUPPLEMENTS	-	\$ 16,781,543
	518999 OSW-ATTORNEY	7,605	
	520100 SOCIAL SECURITY	505	
	520400 PENSIONS	1,400	
	521200 EMPLOYER MEDICARE	115	
72310	72310 BOARD OF EDUCATION	9,625	16,781,543
	510100 CO OFFICIAL/ADM OFFICER	19,750	
	510300 ASSISTANT(S)	18,505	
	516100 SECRETARY(S)	87,000	
	518900 OTHER SALARIES & WAGES	23,100	
	520100 SOCIAL SECURITY	9,200	
	520400 PENSIONS	12,000	
	521200 EMPLOYER MEDICARE	2,151	
72320	72320 OFFICE OF SUPERINTENDENT	171,706	
	510400 PRINCIPALS	395,000	
	511700 CAREER LADDER PROGRAM	3,500	
	511900 ACCOUNTANTS/BOOKKEEPERS	154,000	
	513900 ASSISTANT PRINCIPALS	610,000	
	513911 ASST PRINCIPAL - ADD'L DAYS	50,000	
	516100 SECRETARY(S)	50,000	
	520100 SOCIAL SECURITY	88,500	
	520400 PENSIONS	86,000	
	521200 EMPLOYER MEDICARE	18,000	
	521700 RETIRE-HYBRID STABILIZATION	3,000	
72410	72410 OFFICE OF PRINCIPAL	1,458,000	
	510500 SUPERVISOR/DIRECTOR	9,871	
	512200 PURCHASING PERSONNEL	90,000	
	516100 SECRETARY(S)	6,500	
	518900 OTHER SALARIES & WAGES	8,075	
	520100 SOCIAL SECURITY	7,068	
	520400 PENSIONS	8,938	
	521200 EMPLOYER MEDICARE	1,653	
72510	72510 FISCAL SERVICES	132,105	
	510500 SUPERVISOR/DIRECTOR	9,871	
	516100 SECRETARY(S)	59,000	
	518900 OTHER SALARIES & WAGES	65,000	

	520100 SOCIAL SECURITY	8,300	
	520400 PENSIONS	10,500	
	521200 EMPLOYER MEDICARE	1,950	
72520	72520 HUMAN SERVICES/PERSONNEL	154,621	
	510500 SUPERVISOR/DIRECTOR	7,605	
	516600 CUSTODIAL PERSONNEL	12,700	
	518700 OVERTIME PAY	10,000	
	518900 OTHER SALARIES & WAGES	11,335	
72610	72610 OPERATION OF PLANT	41,640	
	510500 SUPERVISOR/DIRECTOR	7,605	
	516100 SECRETARY(S)	10,000	
	516700 MAINTENANCE PERSONNEL	343,500	
	518900 OTHER SALARIES & WAGES	12,000	
	520100 SOCIAL SECURITY	23,000	
	520400 PENSIONS	29,500	
	521200 EMPLOYER MEDICARE	5,500	
72620	72620 MAINTENANCE OF PLANT	431,105	
	510500 SUPERVISOR/DIRECTOR	7,605	
	514200 MECHANIC(S)	26,100	
	514600 BUS DRIVERS	1,681,000	
	514610 BUS DRIVERS-SUBS	7,500	
	514612 BUS DRIVERS-SPECIAL EDU	602,000	
	514630 BUS DRIVERS-RETAIN/RECR	4,500	
	514641 FIELD TRIP DRIVERS	35,000	
	516200 CLERICAL PERSONNEL	34,500	
	518700 OVERTIME PAY	50,000	
	518900 OTHER SALARIES & WAGES	245,000	
	518910 OSW-BUS ATT SUBS	55,000	
	520100 SOCIAL SECURITY	170,000	
	520400 PENSIONS	215,000	
	521200 EMPLOYER MEDICARE	40,000	
72710	72710 TRANSPORTATION	3,173,205	
	510500 SUPERVISOR/DIRECTOR	8,633	
	516200 CLERICAL PERSONNEL	4,800	
	518900 OTHER SALARIES & WAGES	56,850	
	520100 SOCIAL SECURITY	4,300	
	520400 PENSIONS	5,500	
	521200 EMPLOYER MEDICARE	1,100	
73300	73300 COMMUNITY SERVICES	81,183.00	
		\$ 16,781,543	\$ 16,781,543

**RESOLUTION AMENDING THE 2024-2025 GENERAL PURPOSE SCHOOL FUND
BUDGET \$1,461,000 FOR THE PURCHASE OF BUSES**

WHEREAS, it has been determined there is a need to purchase 6 replacement General Education buses, 2 replacement Special Education buses and 4 growth Special Education buses for a total estimated cost of **\$1,461,000**; and

WHEREAS, buses must be here by the time school starts in mid-August, and a 9-10-month turnaround is necessary to bid and receive buses after ordering; and

WHEREAS, fund balance can be used for this purchase;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on November 11, 2024, approves **\$1,461,000** for the above request and amends the General Purpose School Fund as follows:

Revenue		
141.39000	Fund Balance	\$1,461,000
Expenditure		
141.72710.572900	Equipment- Transportation	\$1,461,000



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>12</u> Against <u>0</u>
Education Committee:	For <u>6</u> Against <u>0</u>
Budget Committee:	For <u>5</u> Against <u>0</u>
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Gen purpose schools 24-25 bus purchases

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 GENERAL SESSIONS BUDGET - REVENUES RECEIVED IN PRIOR FISCAL YEAR FROM STATE OF TENNESSEE AND UNAPPROPRIATED COUNTY GENERAL FUND BALANCE

WHEREAS, In fiscal year 2024, Williamson County received a grant in the amount of \$32,725.00 from the State of Tennessee Department of Finance and Administration; and

WHEREAS, funds received from the state in the amount of \$22,272.85 were not exhausted during the 2023-2024 fiscal year within the operating budget. These funds not exhausted rolled into the General Fund Balance for fiscal year 2025 and need to be transferred to continue disbursing these funds to fulfill its contractual obligations for funding alternative electronic monitoring for indigent inmates;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 12th of November 2024 in Williamson County, Tennessee that the 2024-25 General Sessions budget be amended, as follows:

REVENUES:

County General Unappropriated Fund Balance \$22,272.85
101.00000.390000.00000.00.00.00

EXPENDITURES:

EMIF \$22,272.85
101.53300.539904.00000.00.00.00.G0057


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 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. 11-24-7
Requested by: Williamson County Sheriff's Office

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 SHERIFF'S
OFFICE BUDGET BY \$127,200.00 – REVENUES TO COME FROM
LAW ENFORCEMENT TRAINING PROGRAM**

WHEREAS, the Tennessee Peace Officer Standards and Training Commission has awarded the Williamson County Sheriff's Office \$127,200 for additional salary supplements for qualifying deputies; and

WHEREAS, this award will provide each qualifying Sheriff's deputy an additional \$800 retention bonus; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to accept the funds on behalf of the Williamson County Sheriff's Office for the provision of funding for retention bonuses:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, amends the 2024-25 Williamson County Sheriff's Office budget as follows:

REVENUES:

Law Enforcement Training Program
101.00000.462100.00000.00.00.00 **\$127,200.00**

EXPENDITURES:

Salary Supplements
101.54110.514000.00000.00.00.00 **\$127,200.00**



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 3 Against 0
Budget Committee For 5 Against 0
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 LETTER OF AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION AND APPROPRIATING AND AMENDING THE 2024-2025 SHERIFF'S OFFICE BUDGET BY \$190,136 - 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 agreements with state agencies; and

WHEREAS, the County received notice that it received a grant in the amount of \$190,136 from the State of Tennessee, Department of Finance and Administration for the Sheriff's Office to fund mental health transport; and

WHEREAS, the grant does not require 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 the letter agreement with the State of Tennessee, Department of Finance and Administration for funding for mental health transport:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby authorizes the Williamson County Mayor to enter into a letter of agreement with the State of Tennessee, Department of Finance and Administration as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations for funding for mental health transport;

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

REVENUES:
State Grant \$190,136.00
101.00000.469800.00000.00.00.00.G0086

EXPENDITURES:
Other Contracted Services \$190,136.00
101.54110.539900.00000.00.00.00.G0086


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF ADMINISTRATION
OFFICE OF BUSINESS AND FINANCE
312 ROSA L. PARKS AVENUE
WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0294
(615) 741-4100
Direct.Grants@tn.gov**

**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 28, 2024

To: The Honorable Rogers Anderson
Williamson County Government
1320 W. Main St, STE 135
Franklin, Tennessee 370643741

From: **Commissioner James Bryson**

The State's budget for the fiscal year beginning July 1, 2024, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee.

Section 7, Item 66, of the 2024 Appropriations Act reads as follows:

Miscellaneous Appropriations, PC 512 – Transportation of Mental Health Patients, in Section 1, Title III-22, Item 10.4, shall be paid subject to the provisions of Section 21 of this Act.

This direct appropriation grant for Mental Health Transport to the Williamson County Government is \$190,136.00.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
 - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.

- c) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- d) You must complete the attached W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement; and
- b) W-9 Form.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

Please return the signed materials to CriminalJustice.Program@tn.gov by November 15, 2024. Please notify us of circumstances or delays requiring an extended return date.

3. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual/redirect-fund-source-chapters/fund-source-chapters/mental-health-transport.html>.

The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.

- a) This includes but is not limited to:
 - i. Adopting a Humane Transport Policy.
 - ii. Providing Mental Health Awareness Training to transport staff.
 - iii. Assuring secondary transport agents meet written guidance and state statutes.
 - iv. Quarterly reporting of transports conducted under this program.
 - v. Annual reconciliation of funds spent under this program.
 - vi. Unspent funds at the end of the year must be retained, utilized, and applied to future qualifying Mental Health Transport costs. Unspent funds must be reconciled with the state annually until exhausted.

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Office of Business and Finance
312 Rosa L Parks Ave.
William R. Snodgrass Tennessee Tower 20th Floor
Nashville, TN 37243-1102
OBF.Grants@tn.gov

If you should have any questions or comments or need any assistance responding to this request, please contact Mike Holt (Mike.Holt@tn.gov) at 615-532-8193.

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Accounts Payable
312 Rosa L. Parks Avenue, 20th floor
Nashville, Tennessee 37243
OBF_AUnit@tn.gov

On behalf of Williamson County Government, I hereby agree to the aforementioned terms and conditions.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number

Federal Taxpayer Identification Number

Resolution No. 11-24-9
Requested by: Williamson County Archives and Museum

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE TENNESSEE STATE MUSEUM ON BEHALF OF THE WILLIAMSON COUNTY ARCHIVES AND MUSEUM AND APPROPRIATING AND AMENDING THE 2024-2025 ARCHIVES AND MUSEUM BUDGET BY \$30,492.00 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, the Tennessee State Museum has awarded Williamson County Archives and Museum a grant in the amount of Thirty Thousand Four Hundred Ninety-Two and 00/100 Dollars (\$30,492.00) from the Tennessee State Museum to be used to cover flooring expenses; and

WHEREAS, the grant does not require 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 Tennessee State Museum on behalf of the Williamson County Archives and Museum for flooring expenses:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the Tennessee State Museum on behalf of the Williamson County Archives and Museum as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

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

REVENUES:

State Grants **\$30,492.00**
101.00000.469800.00000.00.00.00.G0085

EXPENDITURES:

Building Improvements **\$30,492.00**
101.51800.570700.00000.00.00.00.G0085



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>6</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 14, 2024

To: Mayor Anderson
Williamson County Government
Williamson County Archives and Museum
PO Box 1006
Franklin, TN 37065

From: Ashley Howell, Executive Director

The State's budget for the fiscal year beginning July 1, 2024, includes a direct appropriation to the Tennessee State Museum.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 61, Item 17, of the 2025 Appropriations Act reads as follows:

In addition to any other funds appropriated by the provisions of this act, there is appropriated the sum of \$5,000,000 (nonrecurring) to the State Museum for the sole purpose of providing grants to museums with a 501(c)(3) nonprofit organization or affiliated with a governmental entity for capital maintenance and improvements. Any unexpended funds shall not revert to the general fund balance at June 30 and shall be carried forward in a reserve at June 30 and are hereby reappropriated in the subsequent fiscal year.

Award:

Williamson County Government has been selected to receive funding in the amount of \$30,492 for the flooring *as described in the submitted grant application*. Projects must be completed by June 30, 2025.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:

- a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
 - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
 - c) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, **the unexpended portion plus any accrued interest shall be returned to the State.**
 - d) You must have a completed W-9 Form and a signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.
2. Return to the State agency head the following materials together:
- a) This signed Letter of Agreement,
 - b) Title VI Assessment Survey, and
 - c) *W-9 Form* - You will be notified if the previously submitted W-9 Form needs any corrections.

We encourage you to return these materials by **November 15, 2024**. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials. *Please refer to the Capital Maintenance and Improvements Usage and Reporting Guidelines in your award email for a list of requirements for funding disbursement.*

If you should have any questions or comments or need any assistance responding to this request, please email: TSMGrants@tn.gov

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department: TSMGrants@tn.gov

On behalf of *Williamson County Government*, I hereby agree to the aforementioned terms and conditions.



Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number
Number

Federal Taxpayer Identification

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
LIBRARY BUDGET BY \$2,500.00 - REVENUES
TO COME FROM DONATIONS AND MEMORIALS**

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

WHEREAS, the Williamson County Public Library has received a generous donation from Autism Tennessee for the purchase of sensory friendly items to be made available to library patrons, which is now available to appropriate in the 2024-2025 budget.

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

REVENUES

Donations/Memorials 101-00000-486101-00000-00-00-00 \$ 2,500.00
\$ 2,500.00

EXPENDITURES:

Other Charges 101-56500-559901-00000-00-00-00 \$ 2,500.00
\$ 2,500.00


Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 6 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 - County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
LIBRARY BUDGET BY \$27,400.00 - REVENUES
TO COME FROM DONATIONS AND MEMORIALS**

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

WHEREAS, the Williamson County Public Library has received a generous donation from the Library Foundation to support summer reading and other library programming initiatives, which is now available to appropriate in the 2024-2025 budget.

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

REVENUES

Donations/Memorials 101-00000-486101-00000-00-00-00 \$ 27,400.00
\$ 27,400.00

EXPENDITURES:

Oth Supplies and Materials 101-56500-549902-00000-00-00-00 \$ 27,400.00
\$ 27,400.00



Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 6 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 - County Mayor

Date

Resolution No. 11-24-12
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND APPROPRIATING AND AMENDING THE 2024-25 OFFICE OF PUBLIC SAFETY BUDGET NOT TO EXCEED \$450,000.00

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 Transportation Network Growth Opportunity Program grant from the State of Tennessee, Department of Economic and Community Development in an amount not to exceed Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00); and

WHEREAS, the grant does not require matching funds; and

WHEREAS, the grant funds are dedicated to designing fleet operations management systems for Williamson County Schools ("WCS") and the Franklin Special School District (FSSD) transportation programs; 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 a grant contract with the State of Tennessee, Department of Economic and Community Development for the provision of all services needed to fulfill the obligations under the MOU and the grant contact:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Economic and Community Development as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations for the grant;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Office of Public Safety budget be amended as follows:

REVENUES:
State Grant **\$450,000.00**
101.00000.469800.00000.00.00.00.G0091

EXPENDITURES:
Other Contracted Services **\$450,000.00**
101.54900.539900.00000.00.00.00.G0091



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety For 3 Against 0
Budget Committee For 5 Against 0
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
12/1/2024	11/30/2025	33001-00224			
Grantee Legal Entity Name				Edison Vendor ID	
Williamson County Government				2780	
Subrecipient or Recipient		Assistance Listing Number:			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's Fiscal Year End:		June 30 th	
Service Caption (one line only)					
Transportation Network Growth Opportunity Grant Program					
Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$450,000.00				\$450,000.00
TOTAL:	\$450,000.00				\$450,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected based upon criteria set forth in the Delegated Grant Authority for the TNGO Program.			
<input type="checkbox"/> Non-competitive Selection					
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.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

GC: 6/26/2024

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
WILLIAMSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County Government, hereinafter referred to as the "Grantee," is for the provision of activities relating to the Transportation Network Growth Opportunity (TNGO) Program, 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. The Grantee shall utilize funds for the following research and development activity categories as more specifically described in Attachment A (*Detailed Scope of Services*):
- Research and Development
 - Industry-Specific Strategic Planning
 - Community Development
 - Workforce Development
 - Economic Development Project Activities
- A.3. The Grantee shall comply with the following reporting, meeting, and collaboration requirements:
- a. Quarterly Progress Report – Prior to the 15th calendar day following the end of each quarter (i.e., April 15th, July 15th, October 15th, and January 15th), the Grantee shall submit a written Quarterly Progress Report to the State. Unless additional or alternative data elements are specified by TNECD, said Quarterly Progress Report shall provide a narrative description of the Grantee's overall progress on project completion.
 - b. Monthly Status Update Meetings – The Grantee shall coordinate and provide representation at Monthly Marketing and Communication Status Update Meetings. All meetings shall be virtual unless otherwise specified by the State. During said meetings, the Grantee shall provide status updates regarding the project(s) funded by this Grant Contract, including, but not limited to, updates regarding the following items:
 - c. Collaboration with TNECD and TNGO Stakeholders – The Grantee shall ensure adequate representation is present and actively engaged in all collaborative efforts and project convenings involving TNECD and TNGO stakeholders.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on December 1, 2024 ("Effective Date") and ending on November 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days 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.

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 and Fifty Thousand Dollars No Cents (\$450,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B 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. The maximum total amount payable to the Grantee as Travel Compensation shall be five percent (5%) of the Maximum Liability detailed in Section C.1.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@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: Department of Economic and Community Development, Transportation Network Growth Opportunity (TNGO) Program.
 - (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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, 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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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. 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 of Lobbying Activities," 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:

Braden Stover, Director of Legislation
 Department of Economic and Community Development
 Transportation Network Growth Opportunity (TNGO) Program
 312 Rosa L. Parks Ave. (27th Floor)
 Nashville, TN 37243
 Email Address: Braden.Stover@tn.gov
 Telephone # (615) 922-8492

The Grantee:

Todd Horton, Director
 Williamson County Government
 1320 West Main St, Franklin TN 37064
 todd.horton@williamsoncounty-tn.gov
 Telephone # (615) 790-5754

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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. 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.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. 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.13. 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 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. 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. 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.20. 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.21. 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.22. 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.23. 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.24. 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.25. 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.26. 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.27. 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.28. 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.29. 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.30. 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.31. 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.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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.34. 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 offense 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.35. 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.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.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY GOVERNMENT:

Rc

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER DATE

DETAILED SCOPE OF SERVICES

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
<p>Research and Development</p>	<p>Task-1. Comprehensive Stakeholder Analysis</p> <p><i>Scope Overview:</i> The Grantee shall design fleet operations management systems for two school districts, Figure 1 with 40 and 287 buses respectively.</p> <p><i>Background:</i> Buses serve a large number of routes and serving many schools in the county. While buses are equipped with GPS devices, operations are absent of monitoring and performance metric evaluation tools. This limits the ability of stakeholders to efficiently and effectively react to sudden disruptions. The ability and response to these disruptions are largely affected by the objectives and goals of each stakeholder. However, currently there are no standards that can guide us to understand the common issues and concerns that face students, parents, drivers, and school districts in the county.</p> <p><i>Scope Description:</i></p> <p>Sub-task 1.1. The Grantee shall perform comprehensive data analysis to analyze fleet patterns, population demographics, school distribution, and residential locations in the county and its surrounding areas. The Grantee shall collect and analyze various datasets related to the trip behavior of students, schedules of schools, stop locations, and service area limitations of the current fleet.</p> <p>Sub-task 1.2. The Grantee shall create survey questions that are crafted to fill the gaps from the information missing from data analysis. The Grantee shall include the concerns of each stakeholder and what issues are unique to the county.</p> <p>Sub-task 1.3. The Grantee shall initiate the focus groups and discussions with the community. The Grantee shall conduct a workshop with key stakeholders in other school districts across the state to understand the key common issues. Group discussions will serve as a platform for stakeholders to voice out their concerns and workshops will be a venue for us to discuss our plans and ideas moving forward.</p> <p><i>Project Partner:</i> Franklin Special School District, Williamson County School District, Franklin Transit Authority, and Vanderbilt University.</p> <p>Task Provider: Vanderbilt University</p> <p><i>Timeline for the Sub-tasks:</i></p>

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
	<ul style="list-style-type: none"> • Sub-task 1.1: The Grantee shall analyze travel patterns, demographics, school locations, residential distributions, current stop locations in the county and surrounding areas – (Duration: 1 month) • Sub-task 1.2: The Grantee shall create survey questions to fill the gaps from collected data – (Duration: 1 month) • Sub-task 1.3: The Grantee shall initiate focus groups and discussions culminating in a workshop – (Duration: 2 months) <p><i>Deliverable:</i> The Grantee shall provide workshop where the common issues for different school districts can be voiced out and where solutions can be proposed and evaluated based on their potential effectiveness.</p> <p><i>Budget:</i> \$25,000.00</p>
Research and Development	<p>Task-2. Designing and Implementing AI System for Operations and Route Management</p> <p><i>Scope Overview:</i> The Grantee shall design an AI system that will serve as an operations tool for both Franklin Special School District and Williamson County School District. Alerts will be sent when a bus deviates from a defined route. Additional alerts should be sent if the bus shows no attempt to get back on the route.</p> <p><i>Background:</i> Currently schools, parents/students, and others are having to be manually notified of route changes, delays in bus arrival, new bus number assignments, or in some cases bus unavailability. The desire is to automate this process with some approval required by a supervisor before notification is made</p> <p><i>Scope Description:</i></p> <p>Sub-task 2.1. The Grantee shall design the data pipelines and backend for the AI System. For the AI system to perform in real-time it must feed from a stream of information that would be coming from several different sources (traffic, vehicles, stakeholders, and weather). The Grantee shall plan and design the databases that would ingest the data and the backend servers that would be continuously collecting, processing, and analyzing the data.</p> <p>Sub-task 2.2. The Grantee shall create an alert sub-component for the AI system. This sub-component will be directly in charge of monitoring data streams from buses and dispatching relevant information to any subscribed stakeholder.</p> <p>Sub-task 2.3. The Grantee shall create a front facing sub-component of the system. This will be the aspect that users and stakeholders will be interacting with. This will allow them to configure and personalize their notifications from the system.</p> <p>Sub- task 2.4. The Grantee shall train predictive models to anticipate disruptions and react to road closures and road incidents. This will be data collected and processed in sub-task 2.1. This will be combined with data received from Waze, from municipal jurisdictions, and the Williamson County and Brentwood emergency</p>

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
	<p>communications departments. The aggregated data will be used to train machine learning models in a principled manner. The models will be used to predict when and where disruptions may occur and the intensity of its effects. Based on both the model, student locations and real-time information, the bus's planned route will be adjusted if necessary. This sub-component will be integrated into the system and will determine the types of notification that will be shared to users. Sub-task 2.5 will focus on real-time and online decision making under uncertainty for bus route creation. Adjustment to the bus route will be done with the goal of minimizing the duration of passenger stay in the bus.</p> <p><i>Project Partner:</i> Franklin Special School District, Williamson County School District, and Vanderbilt University.</p> <p>Task Provider: Vanderbilt University</p> <p><i>Timeline for the Sub-tasks:</i></p> <ul style="list-style-type: none"> • Sub-task 2.1: The Grantee shall design data pipelines and backend for ingesting data streams – (Duration: 1 month) • Sub-task 2.2: The Grantee shall create an alerting sub-component that monitors ingested data streams and sends out notification to subscribed stakeholders – (Duration: 1 month) • Sub-task 2.3: The Grantee shall develop a front facing sub-component that would handle user interactions – (Duration: 2 months) • Sub-task 2.4: The Grantee shall train predictive models to anticipate uncertainty and adjust routes – (Duration: 4 months) • Sub-task 2.5: The Grantee shall conduct real-time bus route creation/updates under uncertainty routes – (Duration: 4 months) • Sub-task 2.6: The Grantee shall conduct real-time disruption management to indicate problems with a vehicle and/or driver with decision to automatically combine routes considering current capacity and expected number of students waiting. The system will be responsible for alerts and messages to parents of the students (Duration 6 months). <p><i>Deliverable:</i> A comprehensive AI system featuring robust and resilient data stream ingestion backend and a front-facing sub-component that will allow user to personalize their experience with the system. The system will feature a modular configuration that will allow for easy extension and modification ensuring transferability for other use-cases. This will feature predictive models to dynamically adjust bus routes depending on the environment and uncertainty in the form of incidents.</p> <p><i>Budget:</i> \$200,000.00</p>

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
Research and Development	<p>Task-3. Design of Tracking and Display Systems for Real-Time Monitoring</p> <p><i>Scope Overview:</i> The Grantee shall design and develop a tracking and display suite of applications for real-time monitoring of the several components in the system such as buses, traffic, routes, trips, and manpower. This will provide information to drivers, at each school in the district, at the operations center, and the emergency departments in the county.</p> <p><i>Scope Description:</i></p> <p>Sub-task 3.1. The Grantee shall focus on potential designs for the real-time monitoring app and create a user experience that is tailor made for the different stakeholders. Driver applications should provide information without the need for constant interaction, and everything should be accessible immediately or through voice commands. Schools will have a timetable-like display that would constantly update students of the state and condition of their buses with estimated time of pickup and drop-off. Finally, operations centers would have access to the most detailed operating picture of the entire county and all the buses.</p> <p>Sub-task 3.2. The Grantee shall develop an app modular in nature and that is cross platform such that it can be deployed on different technologies without the need for multiple versions. It should interact with the AI system in Task-2 seamlessly.</p> <p><i>Project Partner:</i> Franklin Special School District, Williamson County School District, Franklin Transit, and Vanderbilt University.</p> <p>Task Provider: Vanderbilt University</p> <p><i>Timeline for the Sub-tasks:</i></p> <ul style="list-style-type: none"> • Sub-task 3.1: The Grantee shall design real-time monitoring applications – (Duration: 2 months) • Sub-task 3.2: The Grantee shall develop the cross-platform app – (Duration: 2 months) <p><i>Deliverable:</i> A context aware and content rich tracking application, which is available on both ios and android platforms, that would be developed for cross- platforms and deployed on different screens and use cases.</p> <p><i>Budget:</i> \$100,000.00</p>

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
Research and Development	<p>Task-4. Automated Dynamic Route Design based on Yearly Growth</p> <p><i>Scope Overview:</i> Route planning and creation is a difficult task due to the constantly changing population and consistent movement of families into and out of the county. Thus, 95% of routes must be changed every school year. Better automation of this process would be preferred. Using historical data, the system should evaluate traffic conditions, and actual speed limits and recommend route changes where appropriate while ensuring all students are picked up.</p> <p><i>Scope Description:</i></p> <p>Task 4.1. The Grantee shall collect historical data and analyze monthly and yearly trends. Historical data includes the census information, student residential distributions, traffic conditions, and road characteristics such as speed limits. The automation of route design will be relying on the accuracy of this information.</p> <p>Task 4.2. The Grantee shall develop an algorithm that automates the creation of service area zones across the county. This includes route optimization, stop placement, and network design to create efficient and convenient pick-up and drop-off points for students. This will consider the timing constraints, rush hour traffic, and bus driver manpower and availability. The goal is to identify potential route designs that meet the goals set by school districts without going beyond the set constraints.</p> <p>Task 4.3. The Grantee shall automate this process considering the data collected and processed in Task 4.1. This includes identifying the different metrics that can be measured for the evaluation of the quality of dynamically created routes given the current state of the traffic system.</p> <p><i>Project Partner:</i> Franklin Special School District, Williamson County School District, and Vanderbilt University</p> <p>Task Provider: Vanderbilt University</p> <p><i>Timeline for the Sub-tasks:</i></p> <ul style="list-style-type: none"> • Sub-task 4.1: The Grantee shall collect historical data and analyze yearly trends – (Duration: 1 month) • Sub-task 4.2: The Grantee shall develop service area zones generator – (Duration: 3 months) • Sub-task 4.3: The Grantee shall automate the dynamic route design – (Duration: 2 months) <p><i>Deliverable:</i> A comprehensive and automated dynamic optimized route network design based on yearly county growth that can be evaluated and explained based on its effects on the different metrics important to the stakeholders such as student wait time and guaranteeing pick-up and/or drop-off times.</p>

<i>Applicable Category (from Section A.2)</i>	<i>Detailed Description of Activities</i>
	<p align="center"><i>Budget: \$100,000.00</i></p>
<p>Research and Development</p>	<p>Task-5. Feedback and Tracking Dashboard for Parents and Students</p> <p><i>Scope Overview:</i> The Grantee shall create a feedback and tracking dashboard for stakeholders, namely the students who will be using the new AI-driven bus routing and alert system, and their parents.</p> <p><i>Scope Description:</i></p> <p>Sub-task 5.1. The Grantee shall create an application specifically for the real-time tracking of both parents and students of the bus that is assigned to fetch them as well as any news regarding it. This includes any updates such as delays, detours, manpower reassignment, bus reassignment, and special announcements. This application will allow students and their parents to be always kept up to date.</p> <p>Sub-task 5.2. The Grantee shall create a feedback system for the AI framework. The goal is to provide stakeholders with an avenue to ask questions, give feedback, and critique the system in a quantitative manner. Creating a highly responsive and quantitative feedback system provides the opportunity for service optimization and enhancement through crowdsourced feedback. Additionally, it gets stakeholders engaged to ensure ongoing support for transit initiatives.</p> <p><i>Project Partner:</i> Franklin Special School District, Williamson County School District, and Vanderbilt University.</p> <p><i>Timeline for the Sub-tasks:</i></p> <ul style="list-style-type: none"> • Sub-task 5.1: The Grantee shall create real-time tracking for students and their parents - (Duration: 1 month). • Sub-task 5.2: The Grantee shall develop a feedback system for stakeholder engagement - (Duration: 1 month). <p><i>Deliverable:</i> The Grantee shall provide a separate app that provides feedback and tracking support for the students and their parents, allowing them to be updated in real-time of any issues that their assigned school bus encounters.</p> <p align="center"><i>Budget: \$25,000.00</i></p>

GRANT BUDGET			
TRANSPORTATION NETWORK GROWTH OPPORTUNITY GRANT PROGRAM			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:			
BEGIN: December 1, 2024		END: November 30, 2025	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits, and Taxes (Restricted to Billable Project Hours) ²	\$241,293.00	0.00	\$241,293.00
Professional Fee and Grant Award ²	0.00	0.00	0.00
Supplies and Equipment Rental & Maintenance	0.00	0.00	0.00
Travel, Conferences & Meetings (Relating to Project Scope)	0.00	0.00	0.00
Grantee / Project Administration	\$58,696.00	0.00	\$58,696.00
Capital Purchases, Equipment, and Technology ²	\$110,000.00	0.00	\$110,000.00
Engineering and Design	0.00	0.00	0.00
Other Non-Personnel ²	\$40,011.00	0.00	\$40,011.00
GRAND TOTAL	\$450,000.00	0.00	\$450,000.00

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-11/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.

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GRANT BUDGET LINE-ITEM DETAIL:

SALARIES, BENEFITS, AND TAXES (RESTRICTED TO BILLABLE PROJECT HOURS)	AMOUNT
<p><u>Senior Personnel.</u></p> <ol style="list-style-type: none"> 1. Prof. Abhishek Dubey, Principal Investigator - Professor Dubey will serve as PI on the project at Vanderbilt University. Prof. Dubey is responsible for overall management. 2. Prof. Meiyi Ma, Co-Principal Investigator - Professor Ma will serve as Co-PI on the project at Vanderbilt University. She will dedicate 1.0 AY and 0.3 SUM effort months per year. Prof. Ma is responsible for design and machine learning implementation. 	\$19,687.00
<p><u>Other Personnel.</u></p> <ol style="list-style-type: none"> 1. Dr. Ayan Mukhopadhyay, Sr. Personnel – Dr. Mukhopadhyay will serve as Sr. Personnel on the project at Vanderbilt University. He will dedicate 5.0 CAL effort months per year. Dr. Mukhopadhyay is responsible for rerouting efforts. 2. Dr. David Rogers, Sr. Personnel – Dr. Rogers will serve as Sr. Personnel on the project at Vanderbilt University. He will dedicate 6.0 CAL effort months per year. Dr. Rogers is responsible for cloud engineering. 3. Two (2) TBA Graduate Students – Two graduate students will assist on this project at Vanderbilt University. The graduate students will dedicate 12.0 CAL effort months each to the project. The graduate students will be responsible for testing and coordination. 	\$188,480.00
<p><u>Fringe Benefits.</u> The Vanderbilt University Faculty and Staff fringe benefit rate is 25.1%. (details can be found at the following URL https://finance.vanderbilt.edu/researchfinance/fringebenefit/Approved_Rate_Agreement.pdf Salary and wage figures are based on yearly salaries using Vanderbilt University Human Resource categories. Salary is increased by 3.0% annually.</p>	\$33,126.00
TOTAL	\$241,293.00

PROFESSIONAL FEE AND GRANT AWARD	AMOUNT
Not applicable	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASES, EQUIPMENT, AND TECHNOLOGY	AMOUNT
100 iPad minis (100 * \$500)	\$50,000.00
100 5g connections for iPad minis (100 * \$600)	\$60,000.00
TOTAL	\$110,000.00

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OTHER NON-PERSONNEL	AMOUNT
<u>Graduate Tuition</u> . 35% of Vanderbilt University Graduate Student academic year tuition is charged for two graduate students but is not included in the Facilities and Administrative base. There is an estimation of 3% inflation rate each year. The tuition charge is calculated per year. The tuition for Year 1 is \$29,737.	\$29,737.00
<u>Graduate Insurance & Health Fee</u> . The rate per year is \$4,169 and the annual health fee is \$968. The total for insurance and fees for Year 1 is \$10,274 for 2 students. There is a 5% projected increase annually.	\$10,274.00
TOTAL	\$40,011.00

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AGREEMENTS WITH CERTAIN ORGANIZATIONS PROVIDING OPIOID REMEDIATION AND ABATEMENT SERVICES AND APPROPRIATING FUNDS FOR THOSE SERVICES-
APPROPRIATIONS TO COME FROM OPIOID ABATEMENT FUNDS**

- WHEREAS,** in December of 2017 Williamson County (“County”) joined litigation to hold manufacturers of prescription opioids and their related companies, and pharmaceutical wholesale drug distributors accountable for their contribution to the opioid epidemic; and
- WHEREAS,** the County has received funds directly and indirectly from the distributors, manufacturers, and retailers of opioid medications through the National Opioid Settlement (“Opioid Abatement Funds”); and
- WHEREAS,** the National Opioid Settlement court order imposes conditions on the Opioid Abatement Funds, including that they be used only for opioid remediation and abatement purposes; and
- WHEREAS,** the Williamson County Opioid Abatement Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the Opioid Abatement Funds or that propose methods for using the Opioid Abatement Funds to serve the County’s citizens; and
- WHEREAS,** the Task Force has reviewed the applications that were submitted in response to their announcement of funding for opioid abatement and remediation projects and has recommended which applications meet the conditions to receive the funds and in what amount; and
- WHEREAS,** finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners affirms the Task Force’s decision to fund each selected applicant for opioid abatement and remediation services in compliance with the conditions as specified in the National Opioid Settlement court order, authorizes the Williamson County Mayor to execute the agreements on behalf of Williamson County with each selected applicant for opioid remediation and abatement services and activities, and approves appropriating Williamson County’s Opioid Abatement Funds as further described below:

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 12th day of November 2024, hereby amends the 2024-2025 Williamson County budget to account for expenditures for opioid abatement and remediation services and activities which will be provided in accordance with the National Settlement Agreement;

REVENUES:

Reserve for Opioid Settlement	
101.00000.341595.00000.00.00.00	\$776,115

EXPENDITURES:

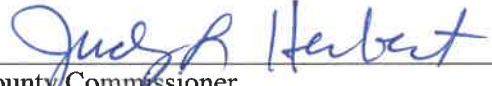
Contributions – Opioid	
101.58900.531600.00000.00.00.00.OP200	
Volunteer Behavioral Healthcare Center	\$107,920.00
Cumberland Heights	\$79,428.00
Mercy Community Healthcare	\$149,752.00
Oak Cottage for Women	<u>\$156,915.00</u>
	\$494,015.00
DUI Recovery Court – Opioid	
101.53300.539900.00000.00.00.00.OP200	\$96,500.00
Veterans Court – Opioid	
101.53300.539902.00000.00.00.00.OP200	\$60,600.00
Juvenile Court – Opioid	
101.54240.539900.00000.00.00.00.OP200	\$125,000.00

AND BE IT FURTHER RESOLVED, that all appropriations enumerated above are subject to the following conditions:

1. That the organizations to which funds are appropriated shall provide appropriate documentation and reporting to the Task Force, as specified in each organization’s agreement with Williamson County. All reports shall be prepared according to applicable law and regulations, and all financial reports should be certified by the chief financial officer of the organization.

2. That the organizations to which funds are appropriated shall expend the funds according to the purposes and activities included in their application and approved budget, pursuant to the organization's agreement with Williamson County, and in adherence to the opioid abatement and remediation strategies included within the National Opioid Settlement.

3. That it is the expressed interest of the Williamson County Board of Commissioners in providing these funds to the above-named organizations to be fully in compliance with the National Opioid Settlements and any and all laws which may apply to County appropriations; and so, these appropriations are made subject to compliance with any and all of these laws, regulations, and the National Settlement Agreements.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For _____	Against _____
Budget Committee	For <u> 5 </u>	Against <u> 0 </u>
Opioid Task Force	For <u> 7 </u>	Against <u> 0 </u>
Commission Action Taken	For _____	Against _____

 Jeff Whidby, County Clerk

 Brian Beathard, Commission Chairman

 Rogers Anderson, Williamson County Mayor

 Date

**RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN
WILLIAMSON COUNTY, TENNESSEE AND THE STATE OF TENNESSEE, TENNESSEE
OPIOID ABATEMENT COUNCIL ON BEHALF OF THE WILLIAMSON COUNTY VETERANS
TREATMENT COURT AND AMENDING THE 2024-25 VETERANS TREATMENT COURT
BUDGET BY \$120,677.00 - 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 notice of award for a grant with the State of Tennessee, Opioid Abatement Council for the expansion of treatment and recovery support services; and

WHEREAS, under this grant the County will receive a total of \$357,439.00 over the course of three years; and

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

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the State of Tennessee, Opioid Abatement Council:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 12th day of November, 2024, hereby authorizes the execution of the grant contract on behalf of the Williamson County Veterans Treatment Court with the State of Tennessee, Opioid Abatement Council, and to amend the Veterans Treatment Court budget for the 2024-25 fiscal year;

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

REVENUES

Other State Grants **\$120,667.00**
101.00000.469800.00000.00.00.00.G0087

EXPENDITURES

Other Contracted Services **\$120,667.00**
101.53300.539900.00000.00.00.00.G0087

Paul S. Webb

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 12/01/2024	End Date 04/30/2025	Agency Tracking # 31609-0145	Edison ID 83663
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Grantee Legal Entity Name Williamson County Government	Edison Vendor ID 2780
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Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number
	Grantee's fiscal year end 06/30

Service Caption (one line only)

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$14,998.50				\$14,998.50
TOTAL:	\$14,998.50				\$14,998.50

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	A competitive selection process was utilized pursuant to the DGA.
<input type="checkbox"/> Non-competitive Selection	

<p>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.</p>	<p>CPO USE - GG</p>
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Speed Chart (optional)	Account Code (optional)
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE CORRECTIONS INSTITUTE
AND
WILLIAMSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Corrections Institute, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County Government, hereinafter referred to as the "Grantee," is for the provision of FY25 Training Equipment Grant, 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. The grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. **Service Goals.** To procure, install, and utilize new training equipment that assists in the successful execution and facilitation of correctional staff training.
- A.4. **Service Recipients.** Type 1 Local Correctional Adult Facilities as defined by Chapter 1400-01 Minimum Standards for Local Correctional Facilities, 1400-01-.02 (4)(a).
- A.5. **Service Description.** The Grantee shall utilize grant funding to purchase items that ensure the Grantee completes the Service Goals. The grantee shall:
- a. Purchase training-related equipment prior to the grant end date, and ensure that equipment and services are used for training corrections and jail-based employees.
 - b. Follow local procurement policies and procedures.
 - c. Submit documentation to the State that purchased equipment was received and installed prior to the grant expiration date.
- A.6. **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 document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 12/01/2024 ("Effective Date") and extend for a period of five (5) 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 Fourteen Thousand Nine Hundred Ninety-Eight Dollars and Fifty Cents (\$14,998.50) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B 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:

Joanne Pogue, Administrative Services Manager
 Tennessee Corrections Institute
 Percy Priest Cottage
 279D Stewarts Ferry Pike
 Nashville, TN 37214-3325
Joanne.Pogue@tn.gov AND TCI.Operations@tn.gov
 Telephone: 931-212-7916

- 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: Tennessee Corrections Institute
 - (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-item:** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, 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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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. 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 of Lobbying Activities," 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:

Jason J. Smith, Director of Administration
Tennessee Corrections Institute
Percy Priest Cottage
279D Stewarts Ferry Pike
Nashville, TN 37214-3325
Jason.J.Smith@tn.gov
Telephone # 615-879-5453
FAX # N/A

The Grantee:

Chad Youker, Captain
Williamson County Sheriffs Office
408 Century Court
Franklin, TN 37064-3986
chad.youker@williamsoncounty-tn.gov
Telephone # 615-790-5560
FAX # N/A

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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. **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.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. 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.13. **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 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. 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. **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.20. **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.21. **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.22. **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.23. **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.24. **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.25. 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.26. 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.27. 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.28. 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.29. 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.30. 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.31. 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.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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.34. 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.35. 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.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. Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY GOVERNMENT:



GRANTEE SIGNATURE

DATE

Rogers Anderson, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE CORRECTIONS INSTITUTE:

WILL WALL, EXECUTIVE DIRECTOR

DATE

**Scope of Services
TCI Training Equipment Grant
FY 2025**

APPLICANT AGENCY NAME: Williamson County Government

LAW ENFORCEMENT AGENCY: Williamson Co. Sheriff's Office

A. AGENCY INFORMATION

A.1. Is your agency a Type 1 Local Adult Correctional Facility located in the State of Tennessee? Answer Yes or No.

Yes

A.2. Is your agency currently Tennessee Corrections Institute certified? (Answer Yes or No)

Yes

B. INPUTS

B.1. Overview: Please describe your project in broad terms.

Purchase of new equipment for employee workout area.

B.2 Please explain why these items will help your agency perform or improve training for correctional staff.

Providing an exercise area and appropriate equipment for staff in a correctional setting is essential for both their physical and mental well-being. The high-stress nature of working in corrections can lead to burnout, and regular exercise is a proven method to reduce stress, improve overall health, and enhance morale. Moreover, maintaining physical fitness is critical for ensuring staff have the stamina and readiness needed to effectively manage potentially dangerous situations within the facility.

B.3. Please describe any problems you are having with your current training equipment or why your current training area needs to be remodeled.

Our current training equipment is outdated, with much of it being second-hand, donated over the years by the county recreation department after they replaced it due to its age and condition. In addition to upgrading this equipment, we aim to diversify our workout options by purchasing new items to offer a wider range of training tools for our team.

B.4. Please describe in detail the items you want to buy to include the volume and cost of each item.

- 1 StepR Stair climber – 4,895.00**
- 1 Builder Rig (Used for various weighted workouts) 3,895.00**
- 1 Builder Gunner Attachment 320.00**
- 1 Adjustable Pulley System for endless Rope 510.00**
- 1 Single Builder Landmine 84.00**
- 1 Raised Handle Hex Bar 225.00**
- 1 Cerakote WOD Men's Bar 190.00**
- 4 10lb Bumper Plate 24.50 x 4 = 98.00**
- 4 25lb Bumper Plate 44.50 x 4 = 178.00**
- 4 35lb Bumper Plate 58.00 x 4 = 232.00**

4 45IB Bumper Plate 81.50 x 4 = 326.00
1 Ski Row Air 850.00
1 8KG Kettle Bell 35.00
1 12 KG Kettle Bell 49.50
1 16 KG Kettle Bell 66.25
1 20 KG Kettle Bell 82.50
1 24 KG Kettle Bell 98.50
1 28 KG Kettle Bell 114.75
1 32 KG Kettle Bell 129.00
1 36 KG Kettle Bell 142.00
1 40 KG Kettle Bell 161.00
1 44 KG Kettle Bell 180.00
1 48 KG Kettle Bell 192.00
1 Freight 830.00
1 Delivery and Install 925.00
Total 14,998.50

B.5. Please provide a brief grant timeline including the purchase date, the date equipment is expected to arrive, and when it will be deployed. If it is construction-related, please describe what the project is and how long it will take.

Once grant funds are released, items listed will be ordered. Once delivered, they will be installed and placed into use. With current order timeline, I would assume this project should be completed by March of 2025.

B.6 Who will benefit from this grant expenditure and how?

All Williamson County Sheriff's Office Staff will have access to this equipment. This will give all staff a free, safe, convenient place for exercising promoting both good physical and mental health.

B.7. How many Correctional Officer positions does your agency have, and how many of those positions are filled?

**84 Positions total
15 Open Positions**

C. DATA COLLECTION

C.1. Please note that under the terms of the grant your agency will be required to provide receipts, purchase orders, photos of purchased equipment, and invoices to close out the grant. Documentation must be submitted no later than 30 days after the expiration of the grant contract and before the final invoice is paid. Please describe the process you will follow to ensure that all purchases are documented and submitted.

Once Grant Funds are approved, PO's will be issued and this equipment will be ordered. Once the equipment is delivered, pictures will be taken of the equipment and payment will be possessed by accounting. Invoices showing payment made along with pictures of the equipment will be sent to TCI for reimbursement.

GRANT BUDGET				
AGENCY NAME: Williamson County Government				
FUND SOURCE: STATE				
SOLICITATION IDENTIFICATION TITLE: FY26 TRAINING EQUIPMENT GRANT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 12/01/2024 END: 04/30/2025				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$14,998.50	\$0.00	\$14,998.50
	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance ²	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$0.00	\$0.00	\$0.00
	Indirect Cost ²	\$0.00	\$0.00	\$0.00
	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$14,998.50	\$0.00	\$14,998.50

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

FUND SOURCE: STATE

SOLICITATION IDENTIFICATION TITLE: FY25 TRAINING EQUIPMENT GRANT

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Exercise Equipment for detention staff (List attached).	\$13,243.50
Freight:	\$830.00
Delivery:	\$925.00
TOTAL	\$14,998.50

Late Filed Resolution No. 11-24-36
Requested by: Sheriff's Office

**RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN
WILLIAMSON COUNTY, TENNESSEE AND THE STATE OF TENNESSEE, TENNESSEE
CORRECTIONS INSTITUTE ON BEHALF OF THE WILLIAMSON COUNTY SHERIFF'S OFFICE
AND AMENDING THE 2024-25 SHERIFF'S OFFICE BUDGET BY \$14,998.50 –
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 received a notice of award for a grant with the State of Tennessee, Tennessee Corrections Institute; and
- WHEREAS,** the grant is for training equipment; and
- WHEREAS,** there is no requirement for Williamson County to appropriate matching funds; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the State of Tennessee, Tennessee Corrections Institute;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 12th day of November, 2024, hereby authorizes the execution of the grant contract on behalf of the Williamson County Sheriff's Office with the State of Tennessee, Tennessee Corrections Institute, and to amend the Sheriff's Office budget for the 2024-25 fiscal year;

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

REVENUES

Other State Grants	\$14,998.50
101.00000.469800.00000.00.00.00.G0028	

EXPENDITURES

Other Equipment	\$14,998.50
101.54210.579000.00000.00.00.00.G0028	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-2
Requested by: Commissioner Richards

Resolution to Comply with Tennessee Open Meetings Act TCA 8-44-110 in Regards to Compliance of Agenda Publication of Public Meetings 48 Hours in Advance

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 44, Part 110, has been amended to include specific requirements for agenda publication; and

WHEREAS, the Williamson County Board of Commissioners is committed to transparency and public access to information about county proceedings; and

WHEREAS, it has come to our attention that committee meetings have been held without posting an agenda, which is not in compliance with state law;

Resolution Clause:


NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners hereby adopts the following policy in accordance with the amended Tennessee Code Annotated:

1. As per Tennessee Code Annotated, Title 8, Chapter 44, Part 1:
" (a) (1) At least forty-eight (48) hours prior to a meeting, a local government legislative body shall make available to the public, at no charge, the agenda for the upcoming meeting in a place accessible to the public. The agenda must reasonably describe the matters to be deliberated or acted upon during the public meeting.
 (2) A local government legislative body may deliberate or act upon matters not listed on the agenda if the local government legislative body follows its bylaws or properly adopted rules and procedures and complies with all other applicable state laws.
 (b) A local government legislative body shall not circumvent the spirit or requirements of this section by withholding items from an agenda for the purpose of avoiding public disclosure of business to be considered by the legislative body."
2. All Williamson County Board of Commissioners meetings and committee meetings shall strictly adhere to these requirements.

3. The agenda shall be made available on the county's official website and in a public building such as the county offices.
4. The Board and its committees are expressly prohibited from circumventing these requirements for the purpose of avoiding public disclosure of business to be considered.

FURTHER RESOLVED, that this policy shall take effect immediately upon passage of this resolution.

ADOPTED this 12th day of November 2024.



County Commissioner Christopher Richards

COMMITTEES REFERRED TO & ACTION TAKEN:

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

 Jeff Whidby County Clerk

 Brian Beathard - Commission Chairman

 Rogers C. Anderson, Williamson County Mayor

 Date

Resolution No. 11-24-3
Requested by: Commissioner Richards

**A RESOLUTION TO REQUEST FUNDING FOR A TURF FIELD
AT BRENTWOOD MIDDLE SCHOOL TO BE INCLUDED IN
THE 2025-2026 WILLIAMSON COUNTY BUDGET**

WHEREAS, the Williamson County Board of Commissioners recognizes the importance of providing high-quality athletic facilities for our students and community; and

WHEREAS, the new Brentwood Middle School is in need of a modern, durable, and low-maintenance athletic field; and

WHEREAS, artificial turf fields offer numerous benefits including increased playability, reduced maintenance costs, and improved safety for student-athletes; and

WHEREAS, unlike other middle schools in the county, the Brentwood Middle and High School campus has limited space in which to put a practice field; and

WHEREAS, this field will be utilized by both Brentwood Middle and Brentwood High School, serving a total of 16 teams; and

WHEREAS, the original practice field was removed to expand the parking lot due to the construction of the STEM building, further limiting available space for athletic activities; and

WHEREAS, the installation of a turf field at Brentwood Middle School would enhance the school's athletic programs, provide a valuable resource for community use, and address the unique space constraints of the campus; and

WHEREAS, the estimated cost for the installation of a turf field at Brentwood Middle School is approximately \$1,000,000;

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Board of Commissioners, meeting in regular session on this 12th of November, 2024, as follows:

1. The Williamson County Board of Commissioners hereby requests that funding in the amount of \$1,000,000 be included in the 2025-2026 Williamson County budget for the purpose of installing a turf field at the new Brentwood Middle School.
2. The County Mayor and County Finance Director are directed to include this project in the proposed 2025-2026 budget for consideration by the Board of Commissioners during the regular budget approval process.
3. This resolution shall take effect immediately upon its passage, the public welfare requiring it.

ADOPTED this 12th day of November 2024.



County Commissioner Christopher Richards

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

A RESOLUTION REQUESTING THE 114th SESSION OF THE TENNESSEE GENERAL ASSEMBLY TO ALLOCATE ONE HALF OF THE REAL ESTATE TRANSFER TAX TO THE COUNTY, WHERE THE TAX WAS COLLECTED, ON A RECURRING BASIS

WHEREAS, for many years, the State of Tennessee has imposed a tax of \$0.37 per \$100 of value for the privilege of publicly recording documents evidencing all transfers of realty, whether by deed, court deed, decree, partition deed, or other instrument evidencing transfer of any interest in real estate; and

WHEREAS, although this tax is collected locally, it is currently remitted to the State and the revenue is not made available for use by local officials to address needs in the community where the tax is collected; and

WHEREAS, county governments have few revenue options available to them for funding the many crucial governmental services mandated by state law and are therefore largely dependent upon property tax to fund these services; and

WHEREAS, county governments have been fiscally disciplined, allowing Tennessee to remain a low property tax burden state; however, county budgets are increasingly strained by factors such as inflation, challenges in recruiting and retaining qualified staff, and requirements to meet state mandates like increasing teacher compensation; and

WHEREAS, many counties are experiencing rapid population growth as families are choosing to move to Tennessee and settle in its communities, adding to the demand for county services and infrastructure which are necessary to maintain the quality of life all Tennesseans expect and deserve; and

WHEREAS, as the State continues to experience revenue collections in excess of budgeted estimates, allocating one half of the real estate transfer tax on a recurring basis to the county where collected would take pressure off local property taxes and allow for investment in infrastructure and services without unduly burdening state finances and without increasing the rate of this tax;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 12th of November 2024, hereby requests that one half of the tax collected pursuant to *Tennessee Code Annotated* § 67-4-409 be shared with the County where collected on a recurring basis.

AND BE IT FURTHER RESOLVED, that the Chairman of this County legislative body and the County Clerk certify and forward this resolution to the members of the Tennessee General Assembly representing this County.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study 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 EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VANDERBILT UNIVERSITY

- WHEREAS,** the Memorandum of Understanding (“MOU”) is contingent upon the Board of Commissioners approving the grant funds with the State of Tennessee Department of Economic and Community Development; and
- WHEREAS,** the County received a Transportation Network Growth Opportunity Program grant from the State of Tennessee, Department of Economic and Community Development in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000); and
- WHEREAS,** the grant proceeds are dedicated for the design of fleet operations management systems for Williamson County Schools (“WCS”) and Franklin Special School District (“FSSD”); and
- WHEREAS,** the project partners for the project are FSSD, WCS, Franklin Transit Authority, and Vanderbilt University; and
- WHEREAS,** the MOU is for the provision of services by Vanderbilt University for the completion of the transportation project; and
- WHEREAS,** the grant does not require matching funds to participate in the program; 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 a MOU with Vanderbilt University to define the parties’ responsibilities and obligations concerning the designing of fleet operations management systems for FSSD and WCS:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 2024, authorizes the Williamson County Mayor to execute a Memorandum of Understanding with Vanderbilt University and all other documents required to define the obligations of each party regarding the design and provision of fleet operations management systems for FSSD and WCS.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Memorandum of Understanding
between
Vanderbilt University and
Williamson County, TN

This Memorandum of Understanding (MOU) sets forth the terms and understandings between the named parties for the Transportation Network Growth Opportunity (TNGO) 2024 Mobility and Automotive Discovery grant to enhance the performance of the school bus systems for Williamson County Schools and the Franklin Special School District through the application of modern information and sensor technology.

The goal is for Vanderbilt University to design a comprehensive software solution, which will provide enhanced situational awareness and more effective management of bus routes for both school districts.

Background

Dr. Abhishek Dubey, Associate Professor of Electrical Engineering, Computer Engineering and Computer Science and Senior Research Scientist, Dr. Meiyi Ma, Assistant Professor of Computer Science, and their team at the Vanderbilt Institute for Software Integrated Systems have made significant contributions to the field of Cyber-Physical Systems, particularly in the design and efficiency of public transportation systems. Dr. Dubey and Dr. Ma will use their expertise to design a comprehensive software solution that will help optimize fleet performance through real time data that will allow buses to swiftly adapt to disruptions caused by driver shortages, vehicle breakdowns, and road incidents.

Purpose

The primary purpose of this MOU is to carry out the scope of work defined in the 2024 TNGO grant. This MOU does not represent a commitment on behalf of either party to pursue specific projects beyond the TNGO grant. Future projects may require subsequent agreements between the parties and may be subject to approval by both parties.

Process

This purpose will be accomplished through the following process:

1. Conduct focus groups and discussions with the community including a workshop with key stakeholders in other school districts across state to understand the key common issues.
2. Design and implement an AI system for providing complete situational awareness, rerouting and route management for the Franklin Special School District and Williamson County Special School District. Alerts will be sent when a bus deviates from a defined route. Additional alerts should be sent if the bus shows no attempt to get back on the route. Currently schools, parents/students, and others are having to be manually notified of route changes, delays in bus arrival, new bus number assignments, or in some cases bus unavailability. The desire is to automate this process with some approval required by a supervisor before notification is made.
3. Integrate predictive models to anticipate disruptions and react to road closures and road incidents by combining data received from Waze and the emergency department in the city. For example, based on CAD data from 911, planned construction activities by utilities and municipalities, the bus's planned route should be adjusted if necessary while communicating to those who need to know.
4. Design the tracking and display systems to provide information to drivers (through iPads mounted in all vehicles), large, fixed monitors at each school in the district, the operations center, and the emergency department in the county.
5. Integrate census and information about where students are living to better plan future route changes and route design. Currently 95% of routes must be changed every school year due to growth. Better automation of this process would be preferred. Using historical data, the system should evaluate traffic conditions, and actual speed limits and recommend route changes where appropriate while ensuring all students are picked up.
6. Provide feedback and a tracking website for parents and students to provide information on how well the system is performing and report on any disruptions and outages that impacted their schedule.

Funding

This MOU is not a commitment of funds to either party on behalf of the other party. If funding is necessary beyond the TNGO award, then the expectation is that the funding may be pursued by both parties together, or by one party with the endorsement and support of the other.

Duration

This MOU is at-will and may be modified by mutual consent of the leadership of Vanderbilt University or Williamson County, to the extent such modifications do not exceed the authority of those officials. This MOU shall become effective upon signature by the appropriate parties representing Williamson County, TN and Vanderbilt University.

GRANT TERMS REQUIRED TO BE INCLUDED IN ALL SUBCONTRACTS FOR SERVICES PROVIDED UNDER THE GRANT WITH THE STATE OF TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

1. Conflicts of Interest. The parties agree and warrant that no part of the total grant 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 Vanderbilt University in connection with any work contemplated or performed relative to this MOU.
2. Lobbying. The parties certify, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds received under this MOU have been paid or will be paid, by or on behalf of Williamson County, Tennessee or Vanderbilt University, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. 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 MOU, the grant, loan, or cooperative agreement, Vanderbilt University shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. Vanderbilt University shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - iv. Vanderbilt University's certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.
3. Nondiscrimination. Vanderbilt University 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 MOU or in the employment practices of Vanderbilt University on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. Vanderbilt University shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
4. Public Accountability. If Vanderbilt University is subject to *Tennessee Code Annotated*, Title 8 Chapter 4, Part 4 or if this MOU involves the provision of services to citizens by Vanderbilt University on behalf of the state, Vanderbilt University agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Vanderbilt University 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 twelve inches (12") in height and eighteen inches (18") 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.
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive funded services
5. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Vanderbilt University shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by Vanderbilt University shall be approved by Williamson County, Tennessee and the

state.

6. Records. The parties (and any approved subcontractor) shall maintain documentation for all charges under this MOU. The books, records, and documents of Vanderbilt University (and any approved subcontractor), insofar as they relate to services performed or money received under this MOU, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Williamson County, Tennessee, State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
7. Iran Divestment Act. Williamson County, Tennessee is prohibited from entering into any contract for goods which exceed a one thousand and 00/100 dollars (\$1000) with a party who is ineligible under the Iran Divestment Act. Vanderbilt University certifies under penalty of perjury that to the best of its knowledge and belief, Vanderbilt University is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

Date

Name, Title
Vanderbilt University

Date

Ra _____

Name, Title
Williamson County, TN

**RESOLUTION APPROVING A NEW COMPLIANCE OFFICER POSITION FOR
THE WILLIAMSON COUNTY DUI RECOVERY COURT**

WHEREAS, the Williamson County DUI Recovery Court (“DUI Court”) received a three-year grant from the Tennessee Opioid Abatement Council (“Council”) and a portion of the award is to fund a new Compliance Officer position; and

WHEREAS, the Williamson County Board of Commissioners authorized the grant contract at their October 2024 meeting by passing Resolution No. 10-24-30, and

WHEREAS, the DUI Court is in need of a full-time Compliance Officer to support DUI Court participants in their journey towards sobriety through responsibilities such as conducting in-home visits, performing regular and random drug screenings, and closely monitoring compliance with probationary requirements as well as the rules and regulations of the DUI Court program;

WHEREAS, the grant funds will fully fund the position for three years, 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 creation of a new Compliance Officer position to assist the DUI Court in supporting participants in the program:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November, 2024, hereby authorizes the inclusion of a new full-time position for a Compliance Officer for the Williamson County DUI Recovery Court to support participants in the DUI Recovery Court program.

AND BE IT FURTHER RESOLVED, that this grant funded position will cease to exist with the expiration of the state funding for said position;


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>3</u>	Against <u>0</u>		
Human Resources Committee	For <u>4</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION TO ADOPT THE AMENDED WILLIAMSON COUNTY MULTI-HAZARD MITIGATION PLAN CONDITIONED ON APPROVAL FROM FEMA AND AUTHORIZE THE COUNTY MAYOR TO SIGN ALL DOCUMENTATION REQUIRED TO MAINTAIN COMPLIANCE FOR THE PURPOSE OF QUALIFYING FOR CERTAIN FEDERAL GRANTS

WHEREAS, the Williamson County Emergency Management Agency (“WCEMA”) was created by the authority granted by the State of Tennessee through Tennessee Code Annotated Section 58-2-101, et. seq.; and

WHEREAS, the WCEMA is responsible for establishing and coordinating mitigation, preparedness, response, and recovery activities for all emergency and disaster events; and

WHEREAS, in order to receive certain federal grants concerning disaster relief and emergency assistance, counties are required to adopt and maintain a Multi-Hazard Mitigation Plan; and

WHEREAS, in 2007, with the cooperation and assistance of the municipalities, the Williamson County Board of Commissioners created, adopted, and submitted its Multi-Hazard Mitigation Plan to the Federal Emergency Management Agency (“FEMA”), which was approved; and

WHEREAS, the WCEMA has submitted the amended plan to FEMA for approval which it believes will be approved albeit with minor suggested revisions; and

WHEREAS, finding that it is in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners approves the amended Williamson County Multi-Hazard Mitigation Plan conditioned on FEMA approving the plan, and authorizes the County Mayor to sign all documentation needed to maintain compliance to be eligible for certain federal grants:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby adopts the amended Williamson County Multi-Hazard Mitigation Plan conditioned on FEMA approving the same, and authorizes the Williamson County Mayor to sign all FEMA approved amendments to the plan and all other related documents required to maintain compliance to be eligible for certain federal grants which may be amended from time to time:

AND BE IT FURTHER RESOLVED, that the WCEMA is directed to submit the adopted amended Multi-Hazard Mitigation Plan and accompanying documentation to FEMA, and if required, to the Tennessee Emergency Management Agency.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

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 TO PERMIT THE TEMPORARY SERVING OF ALCOHOL
AT THE WILLIAMSON COUNTY LIBRARY FOR THE WILLIAMSON
COUNTY LIBRARY FOUNDATION'S FUNDRAISING EVENT**

WHEREAS, *Tennessee Code Annotated, Section 57-5-105* authorizes Class A counties to prohibit the storage, sale, distribution, or manufacture of beer up to two thousand feet from any place of public gathering; and

WHEREAS, the Williamson County Board of Commissioners previously adopted resolutions specifically prohibiting the service and sale of alcoholic beverages on Williamson County property; and

WHEREAS, the result of the prohibition of selling alcohol on County property requires the Williamson County Board of Commissioners to review and approve an event held at the Williamson County Library that involves the limited service of alcohol; and

WHEREAS, the Williamson County Library Foundation wishes to sell alcohol at their fundraising event at the Williamson County Library on Thursday, February 20; and

WHEREAS, with the adoption of this resolution, the Board of Commissioners will temporarily repeal the previously adopted resolutions prohibiting the sale of alcohol on County property within two thousand feet of a place of public gathering in order to permit the Williamson County Library Foundation to temporarily serve alcohol at their fundraising event at the Williamson County Library, conditioned on the applicant fully satisfying all applicable laws, rules, permit requirements, and ordinances:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November, 2024, does hereby amend and partially repeal previously adopted resolutions prohibiting the temporary serving and/or sale of alcohol at the Williamson County Library by the Williamson County Library Foundation during the Library Foundation Fundraising Event occurring on February 20, 2025, which may be within two thousand feet of a place of public gathering to the extent required for the Williamson County Commission to approve the temporary service of alcohol, conditioned on the Williamson County Library Foundation obtaining all required permits needed to temporarily serve alcohol in the limited capacity as provided herein on Williamson County owned property located within the City of Franklin;

BE IT FURTHER RESOLVED, that failure to obtain or maintain all required permits from the TABC and the City of Franklin will result in the immediate termination of the Williamson County Library Foundation's authority to serve or sell alcohol at the Williamson County Library;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective upon adoption.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

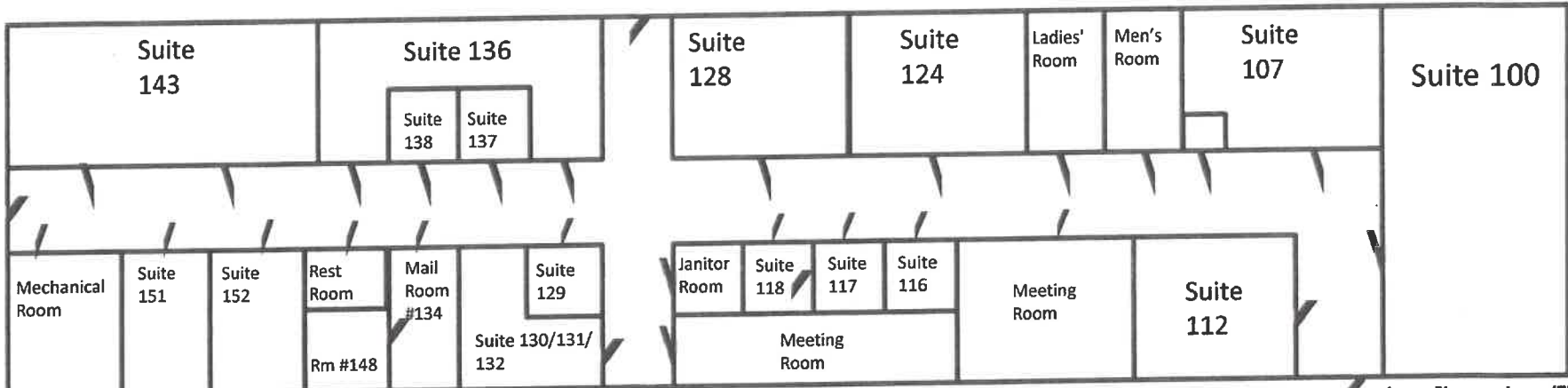
Library Board of Trustees For 6 Against 0
Property Committee For Against
Commission Action Taken For Against Pass Out

Brian Beathard, Commssion Chairman

Rogers Anderson, County Mayor

Date

CSB



Agency	Suite#(s)	SQ'	POC	Phone	Lease/Yr	Lease/SQ'	
Suite 1270	Red Cross	100	2,500	Grace Fennessy	443-465-2622	\$18,000.00	\$6,475.00
	M/C HRA Meals on Wheels	107	672	Sonia Perrone	615-579-7674	\$1.00	\$1,740.48
	TN Environmental (Gov Agency)	112	1,400	Stacey Finks	615-791-5110	\$0.00	\$0.00
	TN Resiliency Project (15 Nov 24)	116	126	Rae Sanchez	615-788-0604	\$25.00	\$326.34
	Franklin Lions Club (15 Nov 24)	117/118	378	Vincent Baker	Pending	\$25.00	\$979.02
	DUI Court	124	1,036	Danielle Gomez	615-595-1286	\$2,400.00	\$2,683.24
	Gentry's Education Foundation	128	676	Senetra Gentry	615-803-1486	\$1.00	\$1,750.84
	Good Neighbor Foundation	129	126	Cheryl Brown	615-610-4912	\$120.00	\$326.24
	Tucker House	137/138	230	Reily Beddingfield	615-310-5224	\$2,400.00	\$595.70
	M/C HRA Transportation, Probation, Homemakers	130/131/132	1447	Jane Hamrick	615-850-3912	\$9,389.64	\$3,747.73
	ARC of Williamson County	143	1,769	Katy Clouse	615-790-5815	\$2,480.00	\$4,581.71
	M/C Community Action	136	1,168	Destiny Stevenson	615-790-5788	\$11,680.00	\$3,025.12
	Community Housing	148	225	Wayne Weaver	615-790-5556	\$1.00	\$582.75
	Boys & Girls	1000	5,808	Keyasha Emerson	615-794-4800	\$10.00	\$15,042.72
	Community Child Care	1270	9,760	Tara Blue	615-794-8986	\$1,800.00	\$25,278.40
Suite 1000							
	Total SQ'		27321		Totals	\$45,853.64	\$67,135.29
	Operating cost per SQ'		\$2.59				

11/1/2024

**Annual Community Service Building
Operational Costs**

10/31/2024

Utilities	Amounts
Gas	\$2,164.88
Water	\$1,972.08
Electric	\$32,498.09
Trash	\$4,374.00
Total	\$41,009.05

Maintance	Amounts
Custodial	\$6,500.00
Electrical	\$1,200.00
HVAC	\$6,278.00
Plumbing	\$2,500.00
Pest Control	\$240.00
HVAC Chemical Trtmnts	\$2,500.00
Carpet Replacement	600.00
Total	\$19,818.00

Contracts	Amounts
Fire Sprinklers	\$200.00
Monitoring	\$700.00
Fire Panels	\$150.00
Total	\$1,050.00

Access Control	Amounts
Cards	\$300.00
Monitoring	\$340.00
Cameras	Pending
Doors	\$250.00
Total	\$890.00

Grounds	Amounts
Window Wash	\$400.00
Parking Lots	\$300.00
Snow Removal	\$200.00
Painting	\$600.00
Grounds Maint	\$4,000.00
Tree Removal	\$1,500.00
Totals	\$7,000.00

Fire Extinguishers \$80.00

Building Automation \$400.00

Fire Hood \$450.00

Roof \$2,000.00

All Cost Totals \$70,847.05

Total Square Feet 27321

Total Cost Per SQ' \$2.59

Resolution No. 11-24-20
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
LEASE AGREEMENT WITH THE FRANKLIN LIONS CLUB
FOR LEASE OF SPACE IN THE COUNTY COMMUNITY SERVICES BUILDING**

WHEREAS, Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Section 7-51-901 et. seq. to enter into lease agreements upon such terms as the Board of Commissioners deems appropriate for the use of rooms in a county owned building; and


WHEREAS, Williamson County owns improved real property commonly referenced as the County Community Services Building which is located at 129 West Fowlkes Street, Franklin, Tennessee; and

WHEREAS, Suites 117 and 118 in the County Community Services Building are vacant and available; and

WHEREAS, the Franklin Lions Club is a 501(c)(3) nonprofit corporation whose mission is to serve the community; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with the Franklin Lions Club for Suites 117 and 118 to provide services to the community through its charity events and programs:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November, 2024, authorizes the Williamson County Mayor to execute the lease agreement with the Franklin Lions Club as well as all other related documents necessary to lease Suites 117 and 118 located in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u>1</u>	Out <u> </u>
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this the ____ day of _____, 2024, by and between WILLIAMSON COUNTY, TENNESSEE, a governmental entity of the State of Tennessee ("Owner"), and FRANKLIN LIONS CLUB, a 501(c)(3) nonprofit entity ("Tenant") whose purpose is to serve their community through a number of charity events and different programs.

WHEREAS, Owner owns the Williamson County Community Services Building located at 129 West Fowlkes St., Franklin, Tennessee and Tenant desires to lease from Owner, Suites 117 and 118 of the Williamson County Community Services Building ("Leased Premises") to further its charitable purpose; and

WHEREAS, this Lease shall be for a one (1) year term with the ability to extend for four (4) additional one (1) year terms; and

WHEREAS, the parties agree to the terms and conditions contained herein for the lease of the Leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and not withstanding any contrary provisions of this Lease, Owner and Tenant agree as follows:

1. **Location.** Owner hereby leases to Tenant, the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
2. **Description.** The Leased Premises consists of Suites 117 and 118 to be leased to Tenant to provide services to the community through charity events and programs. This Lease includes nonexclusive use of the parking area located on the Leased Premises.
3. **Term.** The initial term of this Lease shall be for one (1) year and shall commence on December 1, 2024 and shall end on November 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term at the discretion of Owner which shall be evidenced by a fully executed amendment. To be effective, amendments to extend this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
4. **Rental.** The annual rental rate shall be Twenty-Five and 00/100 dollars (\$25.00) for the lease of Suites 117 and 118 payable in advance on the 1st day of each term to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with the use of the Leased Premises.
5. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
6. **Use.** Tenant shall use the Leased Premises only for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises.
7. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use

of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, and participants in the provision of its services to the community. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

9. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

10. **Termination for Cause.**

A. **Tenant.** Tenant may, in its sole discretion, terminate this Lease at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or term of this Lease; or (b) Any other material breach of the terms of this Lease by Owner which is not adequately remedied within ten (10) days of the mailing of written notice thereof to Owner.

B. **Owner.** Owner may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Tenant fails to pay any amounts due to Owner under this Lease in the manner as provided in this Lease; (b) Tenant disturbs other tenants of the County Community Services Building; (c) Failure by Tenant to maintain the Leased Premises in a clean and orderly manner; (d) Tenant uses the Leased Premises in any unlawful manner; (e) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (f) Tenant abandons the Leased Premises before the end of the term; or (g) Any other breach of the material terms of this Lease by Tenant which is not adequately remedied within ten (10) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may terminate this Lease by giving Tenant written notice of termination, which shall not excuse any breach of this Lease by Tenant. Upon termination based on breach of this Lease, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by Owner as a result of the breach of this Lease.

11. **Notice.**

A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. **Addresses.**

- | | | |
|----|--------|---|
| i. | Owner: | Williamson County, Tennessee
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064 |
|----|--------|---|

ii. Tenant: Franklin Lions Club
129 West Fowlkes Street, Suite 118
Franklin, Tennessee, 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner. Any assignments of Tenant shall not relieve Tenant of any responsibility or liability under this Lease.

13. **Inspection.** Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services or make any necessary repairs to the Leased Premises for which it is obligated under this Lease. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease.

14. **Alterations.**

A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

15. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items under the control of Tenant will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant.

16. **Surrender of Possession.** Upon termination or expiration of this Lease, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease.

17. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.

18. **Repair and Maintenance.** During the Lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

19. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law, Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the gross negligent acts of Owner, its employees, or agents.

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. General Liability - Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i. Per Occurrence limit of not less than \$ 1,000,000
 - ii. General Aggregate will not be less than \$ 1,000,000
 - iii. Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv. Completed Operations, including on-going operations in favor of the Additional Insured
 - v. Contractual Liability
 - vi. Personal Injury
- B. Umbrella Excess Liability
 - i. \$ 1,000,000 over primary insurance
- C. Workers Compensation
 - i. State: Statutory
 - ii. Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Manager. At the time of execution of this Lease Agreement, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

21. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties, and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. To the degree permissible by applicable law, Tenant shall indemnify and hold Owner and its officers, agents, and employees harmless from all claims, losses, and damages (including court costs and attorney fees) with respect to such copyright, royalty, or trademark rights.

22. **Choice of Law/Venue.** This Lease shall be exclusively governed by the laws of the state of Tennessee. Should any section and/or term of this Lease or its attachments become subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

23. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

24. **Abandoned Property.** Any property remaining in the Leased Premises, or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

25. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate legislative body.

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall affect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner.

27. **Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as needed basis. If the parties agree on a single location to dispose of Tenant's trash, then Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunications data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

28. **Time of Essence.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

29. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

30. **Severability.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any

law of this state, such section and/or term is to be severable from the remainder of this Lease, and the remaining sections and/or terms are to be fully enforceable.

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

32. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

33. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

34. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

35. **The Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state, or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.

36. **Service Animals.** No animals are permitted in the County Community Services Building except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

37. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

38. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under direction of Owner with respect to its obligations of this Lease, including Owner's employees, agents, and invitees.

LAST ITEM ON PAGE
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

OWNER:
WILLIAMSON COUNTY, TENNESSEE

TENANT:
FRANKLIN LIONS CLUB

Rogers Anderson, Williamson County Mayor

Signature

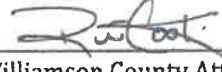
Phoebe Reilly, Budget Director

Name/Title



Kevin Benson, Property Manager

Jim Ruhl, Risk Manager



Williamson County Attorney for Form

Resolution No. 11-24-21
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
LEASE AGREEMENT WITH THE TENNESSEE RESILIENCE PROJECT
FOR LEASE OF SPACE IN THE COUNTY COMMUNITY SERVICES BUILDING**

WHEREAS, Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Section 7-51-901 et. seq. to enter into lease agreements upon such terms as the Board of Commissioners deems appropriate for the use of rooms in a county owned building; and

WHEREAS, Williamson County owns improved real property commonly referenced as the County Community Services Building which is located at 129 West Fowlkes Street, Franklin, Tennessee; and

WHEREAS, Suite 116 in the County Community Services Building is vacant and available; and

WHEREAS, the Tennessee Resilience Project is a 501(c)(3) nonprofit corporation whose mission is to empower economically challenged families to provide financial literacy and independence through its different programs; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with the Tennessee Resilience Project for Suite 116 to provide services to economically challenged families and individuals:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November, 2024, authorizes the Williamson County Mayor to execute the lease agreement with the Tennessee Resilience Project as well as all other related documents necessary to lease Suite 116 located in the County Community Services Building at 129 West Fowlkes Street, Franklin, Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u>1</u>	Out <u> </u>
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this the 17 day of October, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **TENNESSEE RESILIENCE PROJECT**, a 501(c)(3) nonprofit entity ("Tenant") whose purpose is empowering economically challenged families to provide financial literacy and independence through its different programs.

WHEREAS, Owner owns the Williamson County Community Services Building located at 129 West Fowlkes St, Franklin, Tennessee and Tenant desires to lease from Owner, Suite 116 of the County Community Services Building ("Leased Premises") to further its purpose; and

WHEREAS, this Lease shall be for a one (1) year term with the ability to extend for four (4) additional one (1) year terms for Suite 116; and

WHEREAS, the parties agree to the terms and conditions contained herein for the lease of the Leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and not withstanding any contrary provisions of this Lease, Owner and Tenant agree as follows:

1. **Location.** Owner hereby leases to Tenant, the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
2. **Description.** The Leased Premises consists of Suite 116 to be leased to Tenant to provide services to economically challenged families. This Lease includes nonexclusive use of the parking area located on the Lease Premises.
3. **Term.** The initial term of this Lease shall be for one (1) year and shall commence on December 1, 2024 and shall end on November 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term at the discretion of Owner which shall be evidenced by a fully executed amendment. To be effective, amendments to extend this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
4. **Rental.** The annual rental rate shall be Twenty-Five and 00/100 dollars (\$25.00) for the lease of Suite 116 payable in advance on the 1st day of each term to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with the use of the Leased Premises.
5. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
6. **Use.** Tenant shall use the Leased Premises only for its non-profit activities and in a manner that does not prevent or inhibit other tenant's use or quiet enjoyment of the Leased Premises.
7. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use

of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

9. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

10. **Termination for Cause.**

A. **Tenant.** Tenant may, in its sole discretion, terminate this Lease at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or term of this Lease; or (b) Any other material breach of the terms of this Lease by Owner which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Owner.

B. **Owner.** Owner may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Tenant fails to pay any amounts due to Owner under this Lease in the manner as provided in this Lease; (b) Tenant disturbs other tenants of the County Community Services Building; (c) Failure by Tenant to maintain the Leased Premises in a clean and orderly manner; (d) Tenant uses the Leased Premises in any unlawful manner; (e) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (f) Tenant abandons the Leased Premises before the end of the term; or (g) Any other breach of the material terms of this Lease by Tenant which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may terminate this Lease by giving Tenant written notice of termination, which shall not excuse any breach of this Lease by Tenant. Upon termination based on breach of this Lease, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by Owner as a result of the breach of this Lease.

11. **Notice.**

A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. **Addresses.**

i. **Owner:** Williamson County, Tennessee
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

ii. Tenant: Tennessee Resilience Project
129 West Fowlkes Street, Suite 116
Franklin, Tennessee, 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner. Any assignments of Tenant shall not relieve Tenant of any responsibility or liability under this Lease.

13. **Inspection.** Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease.

14. **Alterations.**

A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

15. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant.

16. **Surrender of Possession.** Upon termination or expiration of this Lease, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease.

17. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.

18. **Repair and Maintenance.** During the Lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

19. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law, Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of Owner, its employees, or agents.

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. **General Liability** – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i. Per Occurrence limit of not less than \$ 1,000,000
 - ii. General Aggregate will not be less than \$ 1,000,000
 - iii. Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv. Completed Operations, including on-going operations in favor of the Additional Insured
 - v. Contractual Liability
 - vi. Personal Injury
- B. **Umbrella Excess Liability**
 - i. \$ 1,000,000 over primary insurance
- C. **Workers Compensation**
 - i. State: Statutory
 - ii. Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease Agreement, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

21. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties, and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. To the degree permissible by applicable law, Tenant shall indemnify and hold Owner and its officers, agents, and employees harmless from all claims, losses, and damages (including court costs and attorney fees) with respect to such copyright, royalty, or trademark rights.

22. **Choice of Law/Venue.** This Lease shall be exclusively governed by the laws of the state of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

23. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

24. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

25. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate legislative body.

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall affect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner.

27. **Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as needed basis. If the parties agree on a single location to dispose of Tenant's trash, then Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunications data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

28. **Time of Essence.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

29. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

30. **Severability.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this state, such section and/or term is to be severable from the remainder of this Lease, and the remaining sections and/or terms are to be fully enforceable.

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

32. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

33. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

34. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

35. **The Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state, or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.

36. **Service Animals.** No animals are permitted in the Community Services Building except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

37. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

38. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under direction of Owner with respect to its obligations of this Lease, including Owner's employees, agents, and invitees.

LAST ITEM ON PAGE
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.


OWNER:
WILLIAMSON COUNTY, TENNESSEE



Rogers Anderson, Williamson County Mayor



Phoebe Reilly, Budget Director



Kevin Benson, Property Manager



Jim Ruhl, Risk Manager



Williamson County Attorney for Form

TENANT:
TENNESSEE RESILIENCE PROJECT



Signature

Name/Title Rae Sanchez

Resolution No. 11-24-22
Requested by: Commissioner Tunncliffe

RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING VOTING

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 5.3 provides the procedure for a roll call vote and Rule 4 provides general regulations for the operations of the Board of Commissioners; and

WHEREAS, the Board of Commissioners have determined that Commissioners should be required to vote either “aye” or “nay” on matters before them, except a Commissioner may abstain if he or she expresses the reason for the abstention:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 2024, by a simple majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rules 5.3 and Rule 4 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners:


Amend Rule 4 by adding a new subsection that reads as follows:

- 4. VOTING
A Commissioner may not abstain from voting on an item before the Board of Commissioners except for when the Commissioner expresses the reason for the abstention.

Amend Rule 5.3 by deleting the fourth sentence in its entirety and replacing it with:

The Clerk shall then, at the conclusion of the roll call, recall the name of any passing Commissioner, at which time he must vote or abstain, subject to Rule 4. Voting.

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-23
Requested by: Commissioner Mary Smith

RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING COMMITTEE APPOINTMENTS AND LEADERSHIP

- 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,** the Williamson County Commission seeks to streamline and align the appointment process for committees and their leadership; and
- WHEREAS,** it is beneficial to have the chairman and vice chair of the Board of Commissioners appointed during the same timeframe as certain key committees;

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 2024, by a simple majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 8 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners:

Amend Rule 8.1 (a) to read:

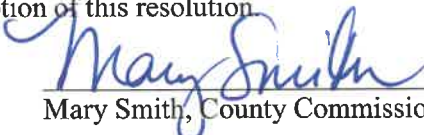
- a. All standing committees of the Board of Commissioners shall be appointed annually, during the September County Commission meeting, except for election years which then shall be appointed during the October County Commission meeting, except for the Rules, Steering, Human Resources, and Parks & Recreation Committees, which shall be appointed during the July meeting, except during election years, during which such appointments shall also be made during the September County Commission meeting. The Chairperson and Vice Chairperson of the Board of Commissioners shall also be nominated and appointed during the same Board of Commissioner meeting as the Rules, Steering, Human Resources, and Parks & Recreation Committees.

Amend Rule 8.1 by adding the following subsection:

- 1. The nomination and appointment process for the Chairperson and Vice Chairperson of the Board of Commissioners shall follow the same procedures as those for committee appointments. The Chairperson and Vice Chairperson positions shall be considered separate appointments, each requiring individual nominations and votes.

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.

- 1. This amendment shall become effective immediately upon its adoption.
- 2. The County Clerk shall update the official Rules of the Williamson County Commission to reflect these changes within 30 days of adoption.
- 3. The County Clerk shall provide notice of these changes to all current County Commissioners and the County Mayor within 10 days of the adoption of this resolution.



Mary Smith, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-24
Requested by: Chairman Beathard

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
CENSURE OF COMMISSIONERS**

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, Rule 11 provides that any amendment to the Rules requires only a majority vote if the proposed amendment is introduced to the Board of Commissioners at the October or November meeting;

WHEREAS, currently, Rule 4.1.g provides that each Commissioner, while speaking, shall confine himself to the question under debate and avoid all personal, indecorous or sarcastic language, and shall address all of his remarks to the Chairperson; and

WHEREAS, the Board of Commissioners have determined that the Chairperson or a majority of the Board of Commissioners shall be permitted to censure members who, continuously act in violation of the Rules including but not limited to Rule 4.1.g:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 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:

Amend Rule 4 by adding the following new subsection:

4.8. CENSURE AND CENSOR

- a. Censure of a Commissioner may be made by the Chairperson of the Board, in the Chairperson’s discretion, or by a majority vote of the Board of Commissioners, when a Commissioner is continuously acting in violation of the Board of Commissioner’s Rules and Regulations. Censure by the Chairperson is subject to overruling by a majority of the Board of Commissioners.
- b. A Commissioner may be censored as part of the censure by the Chairperson of the Board, subject to overruling by a majority of the Board of Commissioners. If the Commissioner’s violations are limited to one item on the agenda, the Chairperson may choose to censor the Commissioner for only that agenda item, however, continued violations may result in a broader censor. A censored Commissioner can still vote but cannot gain the floor for the purpose of speaking.

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-25
Requested by: Chairman Beathard

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
THE LIMITATION OF SIGNS AT PUBLIC HEARINGS**

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, Rule 11 provides that any amendment to the Rules requires only a majority vote if the proposed amendment is introduced to the Board of Commissioners at the October or November meeting; and

WHEREAS, Rule 4.1.g provides that, “When the Chairperson of the Board is presenting any question, or when any person is addressing the Board of Commissioner, no person shall...in any manner disturb the proceedings of the Board of Commissioners”; and

WHEREAS, the Board of Commissioners have determined that the Rules should be amended to prohibit signs and banners, because they are disruptive to the proceedings of the Board of Commissioners and impeded the view of other members of the public:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 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:

Amend Rule 4 by adding a new subsection at the end:

4.9 Signs

No signs, banners, or flags are permitted in the Board of Commissioners’ chamber during a meeting of the Board of Commissioners.

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-26
Requested by: Chairman Beathard

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
ORAL REPORTS**

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, Rule 11 provides that any amendment to the Rules requires only a majority vote if the proposed amendment is introduced to the Board of Commissioners at the October or November meeting; and

WHEREAS, currently, Rule 3.7 provides that county officers, department heads, boards, commissions and standing or special committee of the Board of Commissioners may make oral reports at the regular meetings of the Board of Commissioners, and the County Mayor and Director of Schools must make an oral presentation to the Board of Commissioners; and

WHEREAS, the Board of Commissioners have determined that Rule 3.7 should provide a time limitation for each report:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 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:

Amend Rule 3.7 by adding the following sentence to the end:

Each oral report shall be limited to five (5) minutes, with exception for the reports required by law.

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-27
Requested by: Chairman Beathard

RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING PRESENTATIONS

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 only a majority vote as defined in the Rules, if the proposed amendment is introduced to a regularly scheduled meeting held in October or November meeting; and

WHEREAS, the Williamson County Commission seeks to place a time limit on presentations that are presented to the Commission during its regularly scheduled meetings; and

WHEREAS, placing a time limit on the presentations will likely shorten the length of its regularly scheduled meetings;

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 2024, by a simple majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 3.7 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners:

Amend Rule 3.7 to include the following sentence as a new subsection at the end of the current section 3.7:

- a. Any presentations that are presented to the County Commission under Reports during any scheduled meeting shall be limited to a maximum time of fifteen (15) minutes in length, excluding questions by the members of the County Commission.

BE IT FURTHER RESOLVED, this resolution shall become effective upon passage and its signing, and the Board of Commissioners directs the County Clerk’s Office to make the amendment to the Rules, Regulations and Procedures of the Board of County Commissioners.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-28
Requested by: Chairman Beathard

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
PUBLIC COMMENT**

- 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,** Rule 11 provides that any amendment to the Rules requires only a majority vote if the proposed amendment is introduced to the Board of Commissioners at the October or November meeting; and
- WHEREAS,** Tennessee Code Annotated, Section 8-44-112(a) requires a governing body, for each public meeting, to reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting; and
- WHEREAS,** Tennessee Code Annotated, Section 8-44-112(b) provides that a governing body may put reasonable restrictions on the period for public comment; and
- WHEREAS,** currently, Rule 3.5 provides guidelines for citizen communication at the meetings of the Board of Commissioners; and
- WHEREAS,** the Board of Commissioners have determined that the Rules should be amended to provide that communications from citizens be limited to items on that meeting’s agenda:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 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:

Amend Rule 3.5.e by deleting it in its entirety and replacing it with:

No personal attacks will be permitted. Communications must be germane to the items on the agenda for that meeting.

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-24-29
Requested by: Chairman Beathard

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
PUBLIC COMMENT AT PUBLIC HEARINGS**

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, Rule 11 provides that any amendment to the Rules requires only a majority vote if the proposed amendment is introduced to the Board of Commissioners at the October or November meeting; and

WHEREAS, currently, rule 4.1.h provides that, when the Board of Commissioners is holding a public hearing on a zoning matter, all persons present will be allowed to speak, subject to such time limitations as the Chairperson of the Board may impose at his discretion; and

WHEREAS, the Board of Commissioners have determined that the time limitations imposed on speakers during a public hearing should be more specifically provided for in the Rules:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 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:

Amend Rule 4.1.h by deleting it and replacing it with the following:

- h. When the Board of Commissioners is holding public hearings on zoning matters, all persons present will be allowed to speak, subject to a three (3) minute time limitation per person. The Commission Chairperson shall have the right to rule any person out of order when, in the Chair’s discretion, those comments are deemed to be inappropriate.

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 ___ Against ___
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
CO-LOCATION LICENSING AGREEMENT WITH THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

WHEREAS, Williamson County has the authority to license space on a County owned telecommunications tower upon such terms as in the judgment of the governing body are in the interests of the County; and

WHEREAS, Williamson County leases a portion of the real property located at 9621 Clovercroft Road, Nolensville, TN for a telecommunications tower (“Tower”); and

WHEREAS, the State of Tennessee desires to enter upon the Licensed Area for the specific purpose of affixing and subsequently operating one (1) or more antennas, microwaves, or other appurtenances and equipment necessary or incidental thereto to meet the State’s telecommunications needs to support the statewide P25 public safety radio telecommunications system known as the Tennessee Advanced Communications Network (“TACN”); and

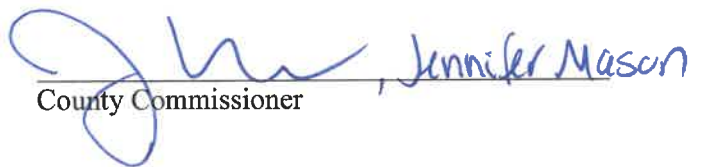
WHEREAS, the parties recognize that the license is for the mutual benefit of the parties as the installation and operation of said antennas, microwaves, appurtenances, and other associated equipment will provide the immediate geographic area with improved coverage by the TACN; and

WHEREAS, the license agreement is contingent on the current property owner agreeing to the co-location and use of the current easements; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to grant the County Mayor the authority to enter into a license agreement with State of Tennessee, Department of Safety and Homeland Security for the provision of space on the Tower:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby authorizes the County Mayor to execute a license agreement and all other related documentation to provide space on its telecommunications tower located at 9621 Clovercroft Road, Nolensville Tennessee to the State of Tennessee, Department of Safety and Homeland Security contingent on the approval of the current property owner;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective upon passage and action or inaction by the County Mayor.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Instrument Prepared By:
State of Tennessee
Real Estate Asset Management
William R. Snodgrass Tennessee Tower
22nd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

ANTENNA LICENSE
AGREEMENT BETWEEN
THE STATE OF
TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND
SECURITY
WILLIAMSON COUNTY, TENNESSEE

THIS ANTENNA LICENSE AGREEMENT (this "Agreement") is made and entered into as of this the ___ day of _____, 2024 ("Effective Date") by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as "State" or "Licensee" and Williamson County, Tennessee hereinafter referred to as "Licensor" for tower space to be utilized by the State.

WITNESSETH

WHEREAS, Licensor is the owner of a telecommunications tower ("Tower"), equipment shelter ("Shelter"), and other improvements ("Licensed Area" or "Property") located a 9621 Clovercroft Road in Williamson County, Tennessee, located at Map059, Parcel 097.00; and

WHEREAS, the Tower, Shelter, and other improvements within contemplation of this Agreement are identified and illustrated, as herein attached and incorporated herein by reference as Exhibit A ("Licensed Area" or "Property"); and

WHEREAS, the State desires to enter upon the Licensed Area for the specific purpose of affixing and subsequently operating one (1) or more antennas, microwaves, or other appurtenances and equipment necessary or incidental thereto ("Equipment") to meet the State's telecommunications needs to support the statewide P25 public safety radio telecommunications system known as the Tennessee Advanced Communications Network ("TACN"); and

WHEREAS, the parties recognize that this Agreement is for the mutual benefit of the Parties as the installation and operation of said antenna, microwave, appurtenances, and other associated equipment will provide the immediate geographic area with improved coverage by the TACN.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. License. Licensor hereby grants to Licensee the nonexclusive right, privilege, and license to use the Licensed Area as further described in Exhibit A under the terms and conditions of this Agreement (the "License").
2. Term. The term of this Agreement shall commence on the Effective Date and expire on the day being three (3) years from that date (the "Term"). In addition, the parties hereto may terminate the License and this Agreement any time during the Term upon written notice to the other party. The Term may be renewed or amended by written agreement signed by the parties hereto.
3. License Consideration. The purpose of this Agreement is to give Licensee a License to affix and subsequently operate one (1) or more or more antennas, microwaves, or other appurtenances and equipment necessary or incidental thereto to meet Licensee's telecommunications needs at the Licensed Area. The consideration shall be the mutual benefit to the parties, where Licensor shall enjoy the enhanced coverage of the TACN and Licensee shall enjoy access and use of the Licensed Area for the uses stated herein.
4. Use. During the Term, Licensee shall be permitted to use the Licensed Area to affix and operate one (1) or more antennas, microwaves, or other appurtenances and equipment necessary or incidental thereto to meet Licensee's telecommunications needs and as otherwise agreed by the parties. Dependent on the availability of space, this use includes permission for Licensee to house within the Shelter, associated transmitters, receivers, radios, and processers.
5. Insurance/Indemnity. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
6. Permits. Licensee is responsible for obtaining and paying the costs of all permits, licenses, or other approvals by any regulatory body having jurisdiction over the uses herein.
7. Equipment and Utilities. Licensee shall be solely responsible, at its sole cost and expense, for the installation, operations and maintenance of the Licensee's Equipment and maintain the Equipment in a good and safe condition and in compliance with all applicable codes, regulations, ordinances and laws. Licensee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee for operations and maintenance of its Equipment. If necessary, Lessee shall install and maintain an electrical meter and a gas meter installed at the site for Licensee's electrical usage, and gas usage, respectively, and the cost of such meter(s) of installation, maintenance, upgrade, and repair thereof shall be paid for by Licensee.
8. Notices: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

If to the State:

Department of General Services
Attn: Steve Lusk, Dir. of Compliance, STREAM
312 Rosa L. Parks Ave. 22nd Floor
Nashville, TN 37243

With Copy to: Department of Safety and Homeland Security
Attn: Wireless Communications Director
312 Rosa L. Parks Ave., 25th Floor
Nashville, TN 37243

If to the Licensor: Williamson County, Tennessee
Rogers Anderson,
Mayor
1320 W. Main Street
Franklin, TN 37064

9. Miscellaneous. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit and be binding upon the successors and permitted assigned of each of the parties hereto. Licensee may not assign its rights hereunder to any person or entity. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The delivery of an executed copy of this Agreement by PDF shall be legal and binding and shall have the same full force and effect as if an original copy of this Agreement had been delivered.
10. Governing Law. This Agreement will be construed, performed, and enforced in accordance with the laws of the State of Tennessee, without regard to its conflicts or choice of law rules.
11. Entire Agreement. This Agreement contains the entire agreement of the parties hereto regarding the Property and there are no other agreements, oral or written, between such parties regarding the Property. This Agreement is not and shall not be construed to be an offer or agreement to buy the Licensed Area or any portion thereof. This Agreement may only be amended by written agreement signed by both parties hereto.
12. No Joint Venture. Nothing in this Agreement shall be construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or any other associated of similar nature nor shall anything in this Agreement be construed as imposing any obligation on the part of Licensee to purchase the Licensed Area or any portion thereof.
13. 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.
14. 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.
15. Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties hereto and without regard to or aid of legal principles requiring construction against the party responsible for the drafting of the same. If any term, provision, covenant, or condition of this Agreement is held by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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IN WITNESS HEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR: WILLIAMSON COUNTY

LICENSEE: STATE OF TENNESSEE

BY: _____
NAME: ROGERS ANDERSON
TITLE: MAYOR
DATE: _____

BY: _____
NAME: JEFF LONG
TITLE: COMMISSIONER,
DEPARTMENT OF SAFETY AND
HOMELAND SECURITY
DATE: _____

BY: _____
NAME: STEPHEN J. LUSK
TITLE: EXECUTIVE DIRECTOR OF
COMPLIANCE, STREAM
DATE: _____

Late Filed Resolution No. 11-24-32
Requested by: Office of Public Safety

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A
CO-LOCATION LICENSING AGREEMENT WITH THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

WHEREAS, Williamson County has the authority to license space on a County owned telecommunications tower upon such terms as in the judgment of the governing body are in the interests of the County; and

WHEREAS, Williamson County a telecommunications tower (“Tower”) located on the Williamson County landfill property located at 5752 County Landfill Rd., Franklin Tennessee; and


WHEREAS, the State of Tennessee desires to enter upon the Licensed Area for the specific purpose of affixing and subsequently operating one (1) or more antennas, microwaves, or other appurtenances and equipment necessary or incidental thereto to meet the State’s telecommunications needs to support the statewide P25 public safety radio telecommunications system known as the Tennessee Advanced Communications Network (“TACN”); and

WHEREAS, the parties recognize that the license is for the mutual benefit of the parties as the installation and operation of said antennas, microwaves, appurtenances, and other associated equipment will provide the immediate geographic area with improved coverage by the TACN; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to grant the County Mayor the authority to enter into a license agreement with State of Tennessee, Department of Safety and Homeland Security for the provision of space on the Tower:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of November, 2024, hereby authorizes the County Mayor to execute a license agreement and all other related documentation to provide space on its telecommunications tower located at 5752 County Landfill Rd., Franklin Tennessee to the State of Tennessee, Department of Safety and Homeland Security;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective upon passage and action or inaction by the County Mayor.



County Commissioner Jennifer Mason

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Late-Filed

Resolution No. 11-24-33


Requested by: County Mayor's Office

FILED 11/1/24
ENTERED 2:30 p.m.
JEFF WHIDBY, COUNTY CLERK JW

RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS TO EXECUTE A WAIVER AND RELEASE OF SETBACKS FOR PROPERTY LOCATED AT 7347 NOLENSVILLE ROAD CURRENTLY USED BY NOLENSVILLE FIRE AND RESCUE

- WHEREAS,** Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee which owns property located at 7347 Nolensville Road ("Lot") currently leased to Nolensville Fire and Rescue which is the subject of a lawsuit; and
- WHEREAS,** the lot currently has a private setback of one hundred (100) feet from the edge of the road created by deed in 1965; and
- WHEREAS,** the lot was one of nine lots created by subdivision that included the private setbacks; and
- WHEREAS,** the private setbacks defined in the original deeds have not been enforced resulting in the neighboring properties with structures that violate private setback; and
- WHEREAS,** in 2001 the Town of Nolensville adopted a zoning ordinance which has been replaced with the current zoning that defines the setback for these lots as a minimum of zero (0) feet with a maximum of fifteen (15) feet; and
- WHEREAS,** Jon and Serry Levine own one of the lots which they intend to sell conditioned on the property owners of the nine (9) lots agreeing to sign waivers relinquishing any rights in the private setbacks; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to agree to waive the private setbacks on property owned by Williamson County and located at Map 059, Parcel 045.00:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of November 2024, authorizes the Williamson County Mayor to sign a Waiver and Release of Setback Restrictions to dissolve the current private setbacks for property owned by Williamson County and located at 7347 Nolensville Road, Nolensville, Tennessee (Map 059, Parcel 045.00).



Commissioner Greg Sanford



Commissioner Mary Smith

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION TO NAME A BRIDGE LOCATED ON CLOVERCROFT ROAD AT BURKE HOLLOW ROAD IN HONOR OF NOBLE HOUSTON NARON FOR HIS MANY YEARS OF SERVICE AS A COMMUNITY LEADER TO WILLIAMSON COUNTY AND ITS CITIZENS

WHEREAS, Williamson County Board of Commissioners on rare occasions will name a bridge under its jurisdiction after a deceased Williamson County citizen who dedicated their lives to the betterment of Williamson County; and

WHEREAS, Noble Houston Naron was raised in Williamson County on a dairy farm in Nolensville, Tennessee; and

WHEREAS, in 1978, Houston was elected to the Williamson County Board of Education where he served for many years as the board chairman; and

WHEREAS, in 1986 Houston was elected as a Republican and served as the tenth district county commissioner; and

WHEREAS, in 1988 Houston was appointed to serve on the Williamson County Emergency Communications District Board where he served until 2018; and

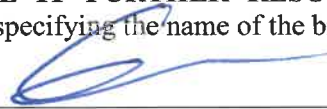
WHEREAS, in 2002, Houston was elected as the Chairman of the Board of Commissioners where he served until 2010; and

WHEREAS, Houston unselfishly served Williamson County as a political leader for thirty-two consecutive years prior to his passing in June of 2018; and

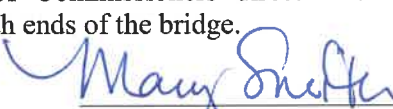
WHEREAS, the Williamson County Board of Commissioners has the great privilege to honor Noble Houston Naron Jr., by naming the bridge located on Clovercroft Road at Burke Hollow Road for his many years of service to the citizens of Williamson County:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this the 12th day of November, 2024, has the great privilege and honor to name the bridge located on Clovercroft Road at Burke Hollow Road, the "Houston Naron Memorial Bridge" for his many years of service and commitment to the citizens of Williamson County;

AND BE IT FURTHER RESOLVED, the Board of Commissioners direct informational signs specifying the name of the bridge be erected at both ends of the bridge.



Commissioner Greg Sanford



Commissioner Mary Smith

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date