

**CONSENT AGENDA**  
**Williamson County Board of Commissioners**  
**May 12, 2025**

**NOTARIES**

**SECOND READINGS:**

**FUNDS IN-LIEU-OF AND ESCROW:**

**ACCEPTING ROADS:**

**OTHER:**

**Resolution No. 5-25-2,** Resolution to Reduce the Speed Limit Along Patton Road Located in the Fifth District in Williamson County – Commissioner Smith

**Resolution No. 5-25-3,** Resolution to Abandon Williamson County’s Right of Way Interest in Lake Drive and Remove it from the Williamson County Road System – Commissioner Herbert

**Resolution No. 5-25-5,** Resolution Authorizing the Williamson County Mayor to Grant a Utility Easement to Middle Tennessee Electric Membership Corporation for Property Located Along Wilkins Branch Road – Commissioner Hayes

**Resolution No. 5-25-6,** Resolution Authorizing the Williamson County Mayor to Grant an Easement to Columbia Power and Water Systems – Commissioner Hayes

**Resolution No. 5-25-7,** Resolution Authorizing the Williamson County Mayor to Grant a Temporary Construction Easement to Piedmont Natural Gas – Commissioner Hayes

**Resolution No. 5-25-8,** Resolution Authorizing the Williamson County Mayor to Grant a Utility Easement to Nolensville/College Grove Utility District Concerning Property Located Along Depot Road – Commissioner Hayes

**Resolution No. 5-25-9,** Resolution Authorizing the Williamson County Mayor to Grant an Easement to the City of Franklin for the Construction and Maintenance of a Permanent Water Line – Commissioner Herbert

**NEW**

ALEXANDER, DANIELLE JEAN  
ANDERSON, CHAD WARREN  
ARTNZ, JILL McCARTHY  
BACON, CONNOR JOHN  
BENNETT, BRANDI  
BIGACH, SHEILA DIANA  
BOYD, SCOTT  
BROTHERS, KAYLA JEAN  
BROWN, LaDYNNAH TERRA  
BROWN, PARKER T.  
CASH, ELIZABETH ASHLEY  
COONER, MARGARET AYRES  
CROWDER, MISTI DAWN  
CURRAN, COLLEEN  
DAVIS, KEVIN M.  
DESAI, PANKAJ S.  
DOUGLASS, SANDRA C.  
DUNAHOO, OLIVIA EPPS  
DURHAM, JAMES RANDALL  
EGGERING, CHANDLER MICHAEL  
GRAY, ENYDD  
GREGORY, SAUNDRA LEE  
GUERRERO, JUAN  
HAHN, LINZIE H.  
HANBACK, MARSE ALLEN  
HARDISON, DOROTHY ALICYA  
HARDY, MADELINE LEIGH  
HARMAN, TODD ALLEN  
HARRISON, JACOB WAYNE  
HAWKINS, CONSUELO  
HAYES, PAUL C.  
HELLES, ELIZABETH MARIE  
HENRY, DYMONDE N.  
HENRY, LINDA NICOLE  
HERRON, ADDI  
HERRON, BRITTON MARIE  
HERRON, TRACEY M.  
HILL, LISA D.  
HILLMAN, LINDA ELAINE  
HOLM, SAMANTHA ELIZABETH  
HOOVER, AUBREY DANIELLE DAIGA  
HOWARD, SHATAIA GRESHAM  
HURST, JULIE R.  
JAMPANY, SUMAN  
JAVVADHI, SRISAGAR  
JEROME, ELYSE MORGAN  
JOHNSON, JEFFERLENE  
KELLEY, JAMES CHESTER, III  
KORITALA, MADHAVILATHA  
KRAVCHENKO, ELINA P.  
LLOYD, LAURA E.  
LOPEZ, NICOLE HOFFMAN  
LOZANO, ALEXIS MAE ROXANNE  
MALIK, GARIMA  
MARABLE, JAN'A MECHELE  
MATTHEWS, SYLVIA LYNN  
McCLEESE, STACY  
McKINNEY, SARA B.  
MEENAKSHI, THUKRAL  
MENDEZ, DULCE AMELIA  
MIHALEK, HANNAH BROOKE  
MOONEY, BRADLEY C.  
MURPHY, MORGAN V.  
O'HAGAN, LORI ANN  
OLIVER, CARLY JO  
OTT, TERESA E.  
OWENS, LINDA KAY  
PARISE, MICHAEL  
PATTON, MELISSA  
PEARSON, TERA L.  
PILARSKI, JACOB JON  
POLK, KATHLEEN M.  
POWELL, LONDON ANDREW  
PRESPARE, SUSAN GILL  
PRICHARD, MICHELLE C.  
REID, KYLE M.  
REINHARDT, LEONARD G.  
REYES, HANNAH REAIANN  
RICKLE, AUDREY PENDERGRASS  
RODRIGUE, TARA  
ROHWEDER, SHAUN WAYNE  
ROSE, ROBERT DYLAN  
RUTLEDGE, THOMAS ORAMI  
SANDERS, KYLIE A.  
SCOLES, ZANE MATTHEW  
SCOTT, KAREN  
SHEHATA, JANET  
SHERIDAN, LAURA BETH

**NEW**

SIMMONS-CURRY, GERALDINE  
SINGH, RACHANA  
SMEDLEY, MICHAEL RYAN  
SMITH, ANNA ROSE  
SMITH, JENNIFER B.  
SMITH, JESSICA LEE  
SMITH, KEEGAN HEWITT  
SNEED, JOYCE M.  
STAFFORD, KATIE ANN  
SWOBODA, AYE Y.  
TAHRIRI, LEILA  
TAYLOR, STEVEN DALE  
TAYLOR, WILLIAM RAY  
THRASH, LAURA LYN  
VAUGHN, TAMIKA  
WATT, LEATHA CAROL  
WEEKS, DONNA D.  
WHITE, JOSEPH  
WILSON, RHYS LEILA  
YOUNGS, HEATHER ELLEN  
ZAHNER, JILL M.  
ZIMMERMAN, CRYSTAL  
ZUHLKE, MISTY ANN

**RENEWALS**

AILES, JENNIFER B.  
BIDINGER, KRISTI  
BOLLER, AURALIH D.  
BOYD, SHARI  
BRYANT, CAROLYN ANN  
CARDEN, BONNIE P.  
COSTA PINTO, ANA LETICIA  
DAVIS, JAMES H.,JR.  
DAY, JESSICA N.  
DEBERRY, SABRINA FAITHE  
DECKER, JANEANE  
DODD, KRISTIN  
DRURY, KATHY  
ELLIS, HANNAH ROMAN  
FRASER, JANE  
GARRETT, NANCY E.  
HAYES, LORA C.  
HEFNER, KRISTA M.  
HOLLARS, McKENZIE  
HORNBUCKLE, THERESA  
JAMESON, RHODA G.  
JOHNSON, SARAH E.  
KEENAN, EUGENE, III  
KING, CHERYL A.  
LITTLE, TRACEY B.  
LOGAN, DANIELLE M.  
MASON, MICHAEL  
McKINNON, CHRISTINE W.  
MELENDEZ, SAMANTHA NICOLE  
MEZERA, JOSIAH  
MILLER, TERRIE  
MUNN, SELENA C.  
PETERS, MADISON DISMUKES  
POGUE, ERIC L.  
RAINES, LISA A.  
REILLY, SHAHNA S.  
RENDLEMAN, KELLIE L.  
RESELAND, SUSANNE  
SAUSEDA, KATHLEEN L.  
SONICOLA, QUINTON  
SPOON, JODI L.  
STOVALL, JULIA E.  
SULLIVAN, KRISTIE M.  
SULLIVAN, PHYLLIS  
THORSBY, KIMBERLY  
TURNER, KIRKLAND T.  
WHITE, MATTHEW  
WILLIAMS, DEBORAH  
WILLIAMS, TERRY L.  
YOUNG, JESSICA  
YOUNG, KIMBERLIE NOEL  
ZIADEH, GEORGE

**A RESOLUTION TO REDUCE THE SPEED LIMIT ALONG PATTON ROAD  
LOCATED IN THE FIFTH DISTRICT IN WILLIAMSON COUNTY**

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

**WHEREAS,** a traffic study was conducted concerning Patton Road which included a recommendation to lower the speed limit to 30 miles per hour beginning at Cox Road and extending to Horton Highway (SR11); and

**WHEREAS,** lowering the speed limit is in addition to certain improvements that are planned for Patton Road; and

**WHEREAS,** the Board of Commissioners finds that it is appropriate and in the best interest of the citizens of Williamson County to reduce the speed limit along Patton Road to 30 miles per hour beginning at Cox Road and extending to Horton Highway (SR11):

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this 12th day of May 2025, pursuant to the authority granted by *Tennessee Code Annotated*, Section 55-8-153(d), by majority vote, find that reducing the speed limit for Patton Road to 30 miles per hour beginning at Cox Road and extending to Horton Highway (SR11);

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

  
Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Highway Commission                      For \_\_\_\_\_                      Against \_\_\_\_\_

Commission Action Taken              For \_\_\_\_\_              Against \_\_\_\_\_              Pass \_\_\_\_\_              Out \_\_\_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION TO ABANDON WILLIAMSON COUNTY’S RIGHT OF  
WAY INTEREST IN LAKE DRIVE AND REMOVE IT FROM THE  
WILLIAMSON COUNTY ROAD SYSTEM

WHEREAS, pursuant to Section 18 of Chapter 373 of the Private Acts of 1937, and *Tennessee Code Annotated, Section 54-10-201* the Board of Commissioners may abandon its interest in a County road or an unpaved right-of-way and remove it from the County Road System; and

WHEREAS, pursuant to *Tennessee Code Annotated, Section 54-10-201*, the requesting property owner has signed and submitted a request that the County abandon whatever interest it may have in Lake Drive (see Exhibit A), and delivered the petition, along with an affidavit swearing that the applicant has made the request and will not suffer any damages; and

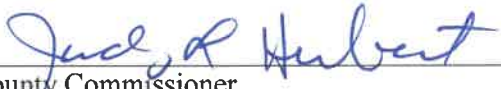
WHEREAS, in or about 1978 the Williamson County Board of Commissioners accepted Lake Drive into the County Road System but the road never existed; and

WHEREAS, there are no other property owners abutting the non-existing road; and

WHEREAS, the Board of Highway Commissioners has reviewed the request to abandon any interest the County may have in Lake Drive and remove it from the County Road System;

NOW THEREFORE, BE IT RESOLVED, upon the recommendation of the Williamson County Highway Department, the Williamson County Board of County Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025 hereby declare that Williamson County has relinquished its interest in the Lake Drive right of way, and that it shall be abandoned and removed from the Williamson County Road System at the request of the property owners.

<u>ROAD</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>DISTRICT</u>	<u>ASSESSED VALUE OF PROPERTY ABUTTING PROPOSED ROAD</u>
Lake Road	Approx. 0.1 acres	Approx. 0 ft.	Northwest	\$0.00

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission: For \_\_\_\_\_ Against \_\_\_\_\_

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

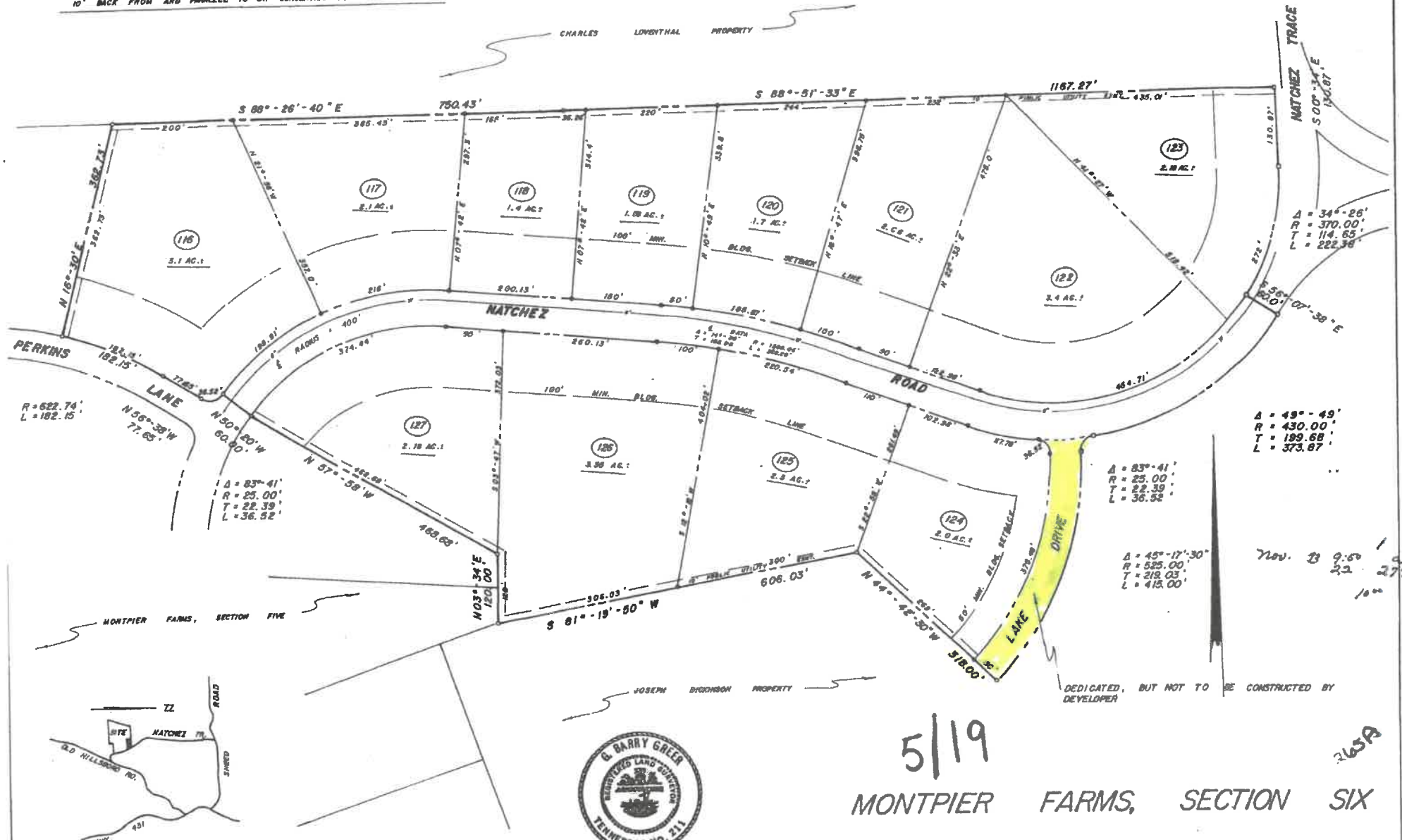
Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date \_\_\_\_\_

ALL LOT FRONTS TEMPORARILY MARKED BY METAL FENCE POSTS SET 10' BACK FROM AND PARALLEL TO OR CONGRUENT TO CURVE OF R.O.W.



5/19  
MONTPIER FARMS, SECTION SIX

CERTIFICATE OF CONVEYANCE AND SUBDIVISION		CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEM		FINAL PLAT	
I HEREBY CERTIFY THAT I AM/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I/WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH ALL THE CONVEYANCE, OBTAIN THE NECESSARY RECORDING, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN.		I HEREBY CERTIFY THAT THE WATERS SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED TO BE INSTALLED, IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TENNESSEE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.		WILLIAMSON CO. PLANNING COMMISSION	
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE WILLIAMSON COUNTY PLANNING COMMISSION AND THAT THE NECESSARY RECORDING HAS BEEN OBTAINED AND IS ON FILE IN THE CLERK'S OFFICE OF THE WILLIAMSON COUNTY PLANNING COMMISSION.		I HEREBY CERTIFY THAT THE WATERS SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED TO BE INSTALLED, IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TENNESSEE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.		TOTAL ACRES 30.88 ± ACRES NEW ROAD 2.09 ±	
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE WILLIAMSON COUNTY PLANNING COMMISSION AND THAT THE NECESSARY RECORDING HAS BEEN OBTAINED AND IS ON FILE IN THE CLERK'S OFFICE OF THE WILLIAMSON COUNTY PLANNING COMMISSION.		I HEREBY CERTIFY THAT THE WATERS SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED TO BE INSTALLED, IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TENNESSEE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.		OWNER MODOX & EASON PROPERTIES SURVEYOR G. BARRY GREER & ASSOC.	
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE WILLIAMSON COUNTY PLANNING COMMISSION AND THAT THE NECESSARY RECORDING HAS BEEN OBTAINED AND IS ON FILE IN THE CLERK'S OFFICE OF THE WILLIAMSON COUNTY PLANNING COMMISSION.		I HEREBY CERTIFY THAT THE WATERS SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED TO BE INSTALLED, IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TENNESSEE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.		CIVIL DISTRICT 6th CLOSURE ERROR 1:8000	
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE WILLIAMSON COUNTY PLANNING COMMISSION AND THAT THE NECESSARY RECORDING HAS BEEN OBTAINED AND IS ON FILE IN THE CLERK'S OFFICE OF THE WILLIAMSON COUNTY PLANNING COMMISSION.		I HEREBY CERTIFY THAT THE WATERS SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED TO BE INSTALLED, IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TENNESSEE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.		SCALE 1" = 100'	

Consent Agenda  
Resolution No. 5-25-5  
Requested by: Property Manager

FILED 4/28/25  
ENTERED 11:55 a.m.  
JEFF WHIDBY, COUNTY CLERK

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT A  
UTILITY EASEMENT TO MIDDLE TENNESSEE ELECTRIC MEMBERSHIP  
CORPORATION FOR PROPERTY LOCATED ALONG WILKINS BRANCH ROAD**

**WHEREAS,** Williamson County, Tennessee (“County”) is a governmental entity that owns real property located at 5664 Wilkins Branch Road, Franklin, Tennessee 37064, and found at Tax Map 075, Parcel 025.00 (“Property”); and

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

**WHEREAS,** the County currently uses the Property for purposes of the Wilkins Branch Mountain Bike Park; and

**WHEREAS,** Williamson County received a request from Mr. Easling on behalf of Middle Tennessee Electric Membership Corporation (“MTEMC”) for the purposes of extending electricity to Mr. Easling’s property; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of the County to authorize the Williamson County Mayor to execute all documentation to grant a utility easement to MTEMC for the installation of electricity infrastructure:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, authorizes the Williamson County Mayor to grant a utility easement to MTEMC and all other documentation needed to grant an easement across property owned by County and found at Tax Map, parcel 025.00 as further described on the attached easement and map.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

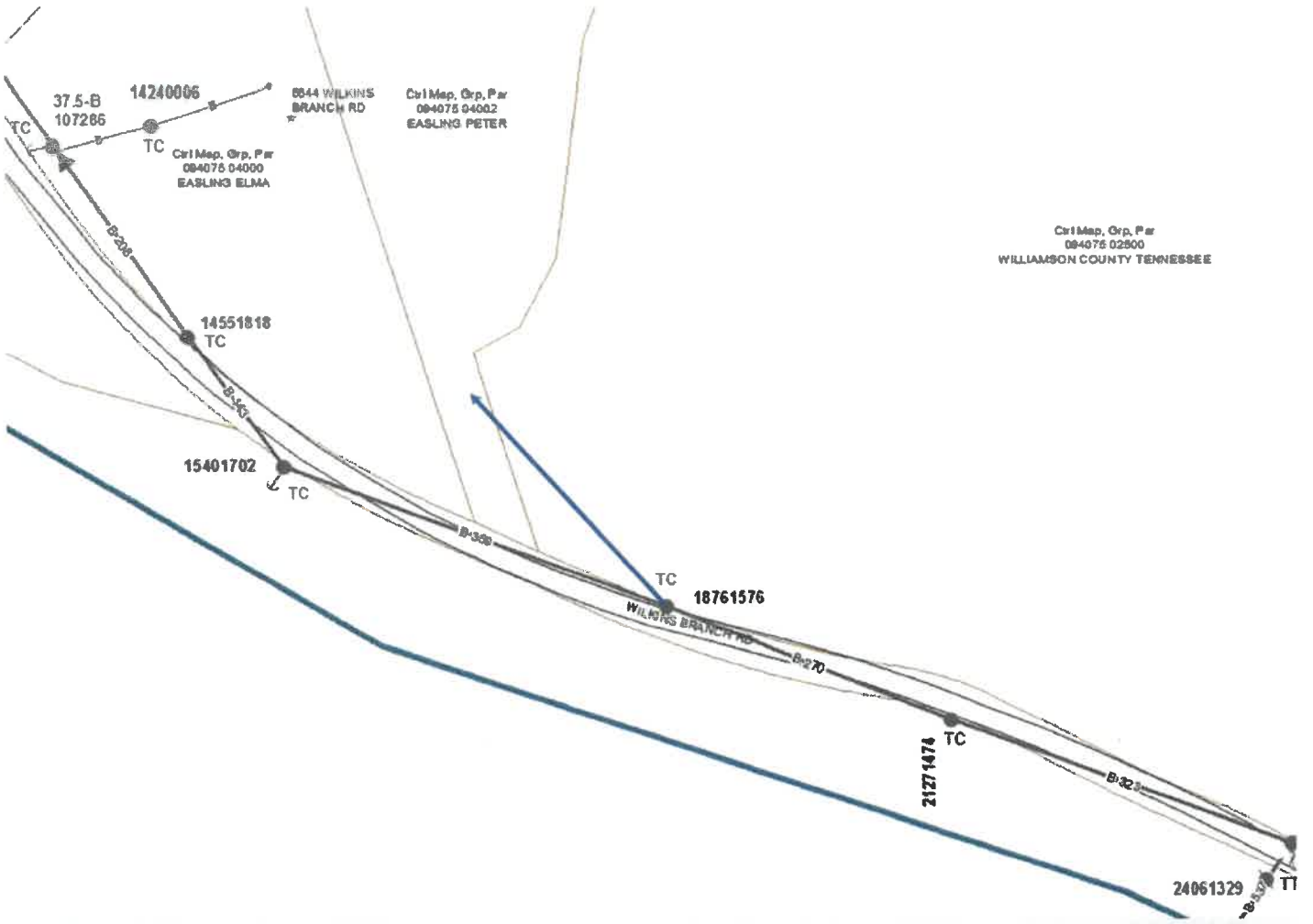
Property Committee:	For <u>4</u>	Against <u>0</u>		
Budget Committee:	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby Williamson County Clerk

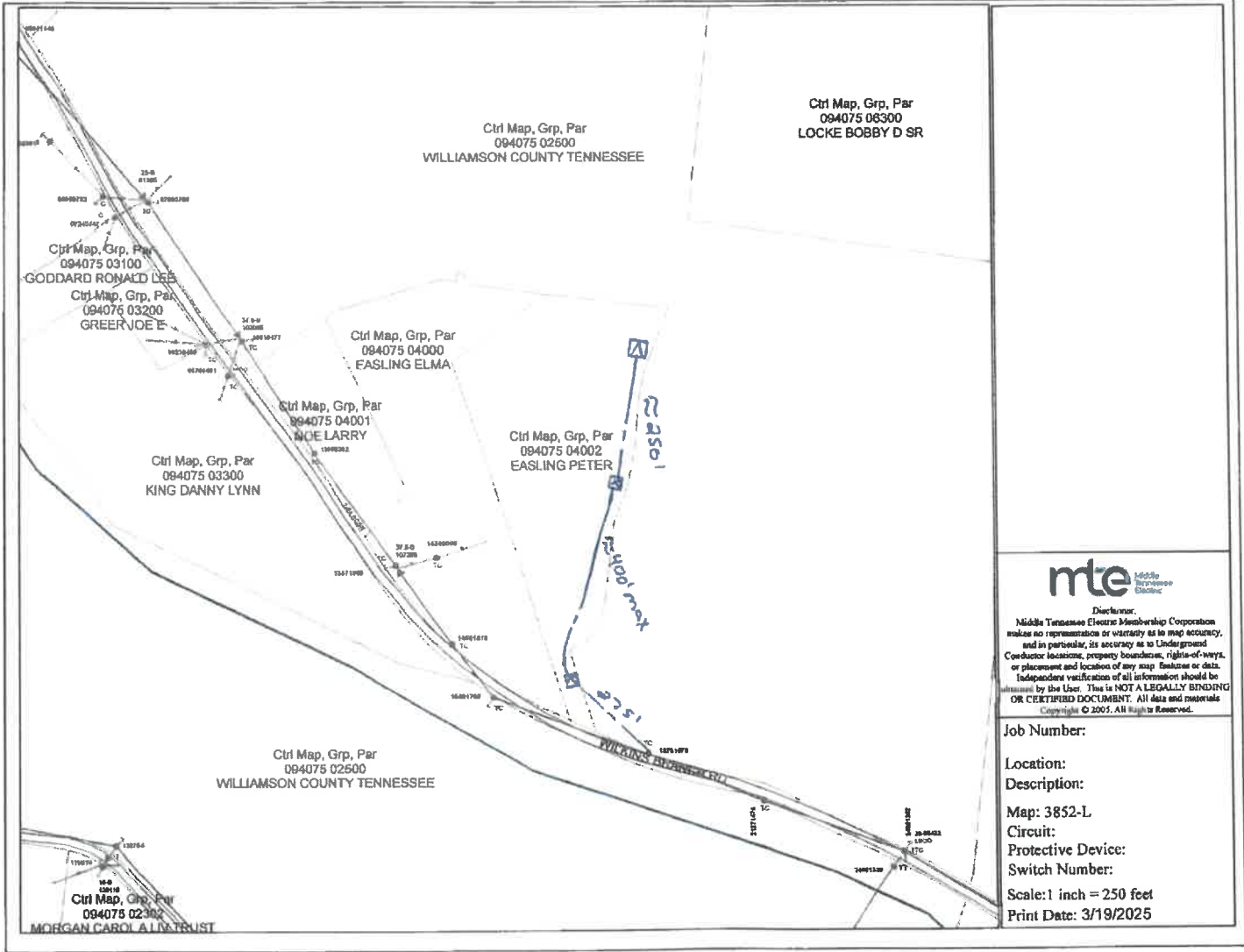
\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date









Service Location # \_\_\_\_\_ Meter Set SO # \_\_\_\_\_ WO# \_\_\_\_\_

Grantor: Williamson County Gov And/by \_\_\_\_\_

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: 075 Group: \_\_\_\_\_ Parcel: 02500

Address Wilkins Branch Rd Franklin 37064  
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 4388, Page 279, 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\_\_\_\_\_.

Print Name/Title of Authorized Signatory

Legal Signature

STATE 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.

Notary Signature

My Commission Expires

Rev: 09-28-23

Print Name/Title of Authorized Signatory

Legal Signature

STATE 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.

Notary Signature

My Commission Expires

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT  
AN EASEMENT TO COLUMBIA POWER AND WATER SYSTEMS

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity that owns real property located on Commonwealth Drive, Spring Hill, Tennessee and found at Map 167, Parcel 004.16 (“Property”); and

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

WHEREAS, Columbia Power and Water Systems (“CPWS”) needs a utility easement on the Property to install equipment for the provision of electricity to the abutting 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 CPWS:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May 2025, authorizes the Williamson County Mayor to grant a utility easement to Columbia Power and Water Systems on property owned by County located at Map 167, Parcel 004.16 as further described on the attached documentation;

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

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**This Instrument Prepared By:**  
**BUERGER, MOSELEY & CARSON, PLC**  
4068 Rural Plains Circle, Suite 100  
Franklin, Tennessee 37064  
(615) 794-8850

Book 3903, Page 355  
Map 167, Parcel 004.16

**PERMANENT UTILITY EASEMENT**

**FOR AND IN CONSIDERATION** of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **Williamson County, Tennessee** ("Grantor"), has this day bargained and sold, and by these presents does hereby transfer and convey unto **Columbia Power and Water Systems** ("Grantee"), its successors and assigns, a permanent utility easement across Grantor's real property being a portion of Tax Map 167, Parcel 004.16 and being the Property of record in Deed Book: 3903, Page: 355, Register's Office of Williamson County, Tennessee for the purpose of installing utilities and related apparatuses within the limits of said easement located on a parcel of land located in Williamson County, Tennessee along Commonwealth Drive in Spring Hill, Tennessee; the easements being more particularly described as follows:

I. Grantor owns real property and improvements along property located at Map 167, Parcel 004.16 and conveyed by deed to Grantor as evidenced in **Book 3903; Page 355**, recorded in the Williamson County Register of Deeds Office ("Property").

II. Included in this transfer to Grantee are the following rights:

1. Grantor grants, conveys, and authorizes Grantee, its successors, agents, and assigns, and its contractors and subcontractors, a permanent utility easement ("Easement") upon the portion of the Property as described in Exhibit A with full and free access and entry to the Easement in order to lay, grade, construct, install, operate, maintain, repair, replace, and remove utilities and related improvements as well as placement of utility apparatuses, specifically excluding high power transmission lines. Any additional uses not included in this Easement shall require Grantor's permission before conducting the work.

2. Within a portion of the Property, Grantor grants the Easement to lay, grade, construct, install, operate, maintain, repair, replace, and remove utilities and related improvements as Grantee may need, from time to time, in furtherance of installing, repairing, replacing, and maintaining the utilities.

3. Grantor retains the right to use the Property for any purposes which will not interfere with Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or its successors, assigns, and subsequent Grantees, will not use or improve the Property or grant any easements upon, over, across, or under any part of the Property without first obtaining the written consent of Grantor. Such consent will not be unreasonably withheld.

III. This dedication of Easement is strictly conditioned on Grantee complying with all requirements, obligations, and restrictions on use of the Property as contained herein. To the fullest extent permissible by applicable law, Grantee shall indemnify and hold harmless Grantor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages, and injury to person, property, or otherwise, including, without limitation, direct, indirect, and consequential damages, court costs, and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement and their guests and invitees, except if caused by Grantor's gross negligent act.

IV. Grantor hereby covenants (1) that Grantor has good and lawful title and right to convey the interest in the Property herein conveyed; (2) that Grantor, to the fullest extent permitted by applicable law, shall defend the title to the Property herein conveyed against the lawful claims of all persons whomsoever. With regard to the Easement, Grantor freely grants Grantee the right to have full access to all portions of the Easement to conduct the work and to exercise its rights and obligations included herein.

IN WITNESS HEREOF, the parties have executed this Permanent Utility Easement as of the day and year set forth below.

**GRANTOR:**

\_\_\_\_\_  
Williamson County Mayor

Date: \_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_  
Columbia Power and Water Systems

Date: \_\_\_\_\_

STATE OF TENNESSEE       )  
  )  
COUNTY OF WILLIAMSON    )

**BEFORE ME** personally appeared **Rogers Anderson, Williamson County Mayor**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Permanent Utility Easement for the purposes therein contained.

**WITNESS** my hand and seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

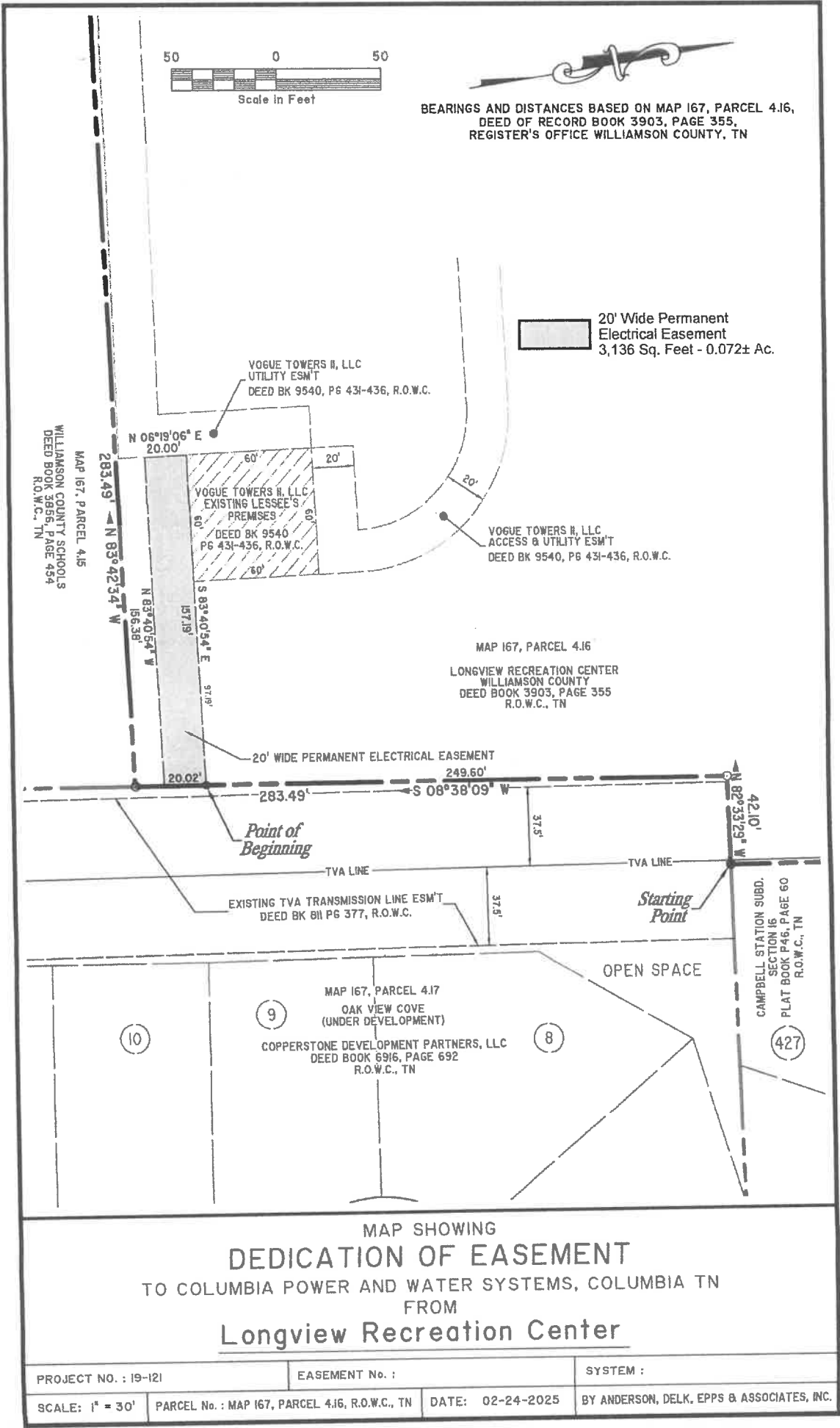
STATE OF TENNESSEE       )  
  )  
COUNTY OF WILLIAMSON    )

**BEFORE ME** personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Permanent Utility Easement for the purposes therein contained.

**WITNESS** my hand and seal at office this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT A



Resolution No. 5-25-7  
Requested by: Property Manager

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT A  
TEMPORARY CONSTRUCTION EASEMENT TO PIEDMONT NATURAL GAS**

- WHEREAS,** Williamson County, Tennessee ("County") is a governmental entity that owns real property located at 2629 Fairview Blvd, Fairview, TN, found at map 046, parcel 110.09 ("Property") which is more particularly described on the easement and map attached hereto; and
- WHEREAS,** Williamson County, upon approval of its legislative body, is authorized to grant easements across County property; and
- WHEREAS,** Piedmont Natural Gas Company, Inc. has requested a temporary construction easement and has agreed to pay market value for the temporary interest; and
- WHEREAS,** the temporary construction easement will expire immediately upon completion of the work and return of the Property to its former condition; and
- WHEREAS,** as compensation for the temporary construction easement, Piedmont Natural Gas Company, Inc. has agreed to pay Williamson County One Thousand Five Hundred Sixty-Nine and 00/100 Dollars (\$1,569.00); 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 temporary construction easement to Piedmont Natural Gas Company, Inc.:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, authorizes the Williamson County Mayor to execute the temporary construction easement and all other documentation with Piedmont Natural Gas Company, Inc. which is needed to provide access across property owned by Williamson County located at 2629 Fairview Blvd., Fairview, Tennessee, and found at map 046, parcel 110.09 for One Thousand Five Hundred Sixty-Nine and 00/100 Dollars (\$1,569.00).

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date





Total Compensation Agreement for Permanent Easement(s),  
Temporary Easement(s), and/or Damages ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:

Hwy 100 Sidewalk Improvement

Project Number:

56243460

Project Tract #:

9

Consideration:

\$1,569.00

Landowner:

Williamson County, Tennessee

% Ownership:

100.00%

Pay to the Order of:

Deliver Check To:

Croft and Associates LLC

Phone: 615-678-5674

4711 Trousdale Drive, Suite 121

Nashville, TN 37220

In consideration of the right(s) of way and/or easement(s) dated \_\_\_\_\_, 20\_\_\_\_ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$145,300		
PERMANENT (G662)				
	Acres	%FMV		
Pipeline Easement Area				\$0
Perm. Access Easement Area				\$0
USSE Area				\$0
Testing and Operations Easement Area				\$0
PERMANENT TOTAL				\$0
TEMPORARY (G663)				
	Acres	%FMV		
TCE Area	0.1080	10%		\$1,569
Temp. Access Easement Area				\$0
Right of Entry				\$0
Option Agreement				\$0
TEMPORARY TOTAL				\$1,569
CROP DAMAGES (G656)				
	Type	Acres	Yield per Acre	Price per Yield Unit
Crops				\$0
Timber				\$0
CROP DAMAGE TOTAL				\$0
OTHER DAMAGES (G656)				
Detailed Description of Damages				
OTHER DAMAGES TOTAL				\$0
GRAND TOTAL				\$1,569

Landowner agrees that this Agreement is and shall remain confidential, and Landowner agrees not to disclose the Agreement or its terms to any person or entity other than as required by law or as necessary in conjunction with a tax return or other filings with a governmental body. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages described above. Any damages not listed above will be addressed pursuant to the terms of the Easement. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Tennessee law.

Landowner:

(SIGN)

(PRINT)

(SIGN)

(PRINT)

Date:

Land Agent:

(SIGN)

(PRINT)



TEMPORARY CONSTRUCTION EASEMENT

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

For Internal Informational Purposes Only  
LINE NO. HWY 100 SW IMPROVEMENT  
PROJECT TRACT NO. 9  
PROJECT NO. 56243460  
PARCEL ID #: 046 110.09

THIS "TEMPORARY CONSTRUCTION EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from WILLIAMSON COUNTY, TENNESSEE ("Grantor", whether one or more), to PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation ("Piedmont").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Williamson, Tennessee, as more particularly described in the instrument recorded in Book 2308, Page 414, Williamson County Registry (the "Property").

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Thousand Five Hundred Sixty-Nine Dollars (\$1569.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns, a temporary construction easement (the "TCE") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, gravel, components, parts, and tools associated with the construction of Piedmont's pipelines and appurtenant facilities (the "Facilities"), which Facilities may or may not be located on the Property.

The TCE encompasses an area of approximately 0.108 acres, the location of which has been mutually agreed upon between Grantor and Piedmont and is generally shown and approximated on Exhibit A, which is attached hereto and incorporated herein by reference (the "TCE Area").

**Piedmont's Use.** Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the TCE, including, without limitation: (1) reasonable access across the Property to and from the TCE Area; (2) the right, but not the obligation, to clear and keep the TCE Area cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions (collectively, "Obstructions") which unreasonably interfere with the rights granted herein; (3) the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area. Grantor may change the use of or install Obstructions within the TCE Area if Grantor has obtained Piedmont's prior written approval, which approval shall not be withheld, conditioned, or delayed unless such change unreasonably interferes with Piedmont's use of the TCE Area. The TCE does not grant Piedmont the right to place any permanent Facilities in the TCE Area.

**Term.** The term of the TCE shall begin effective as of the date first written above. Following all facilities for which this TCE is given being placed in service, the TCE shall automatically terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property.

**Damages.** Piedmont shall be responsible for actual physical damage to (1) the land within the Property and TCE Area and (2) Improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Piedmont in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the TCE Area to a condition which is reasonably close to the condition existing immediately prior to Piedmont's use of the TCE Area, excepting earthen water bars to prevent erosion. Piedmont shall not be liable for any damage caused to Obstructions installed or maintained in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

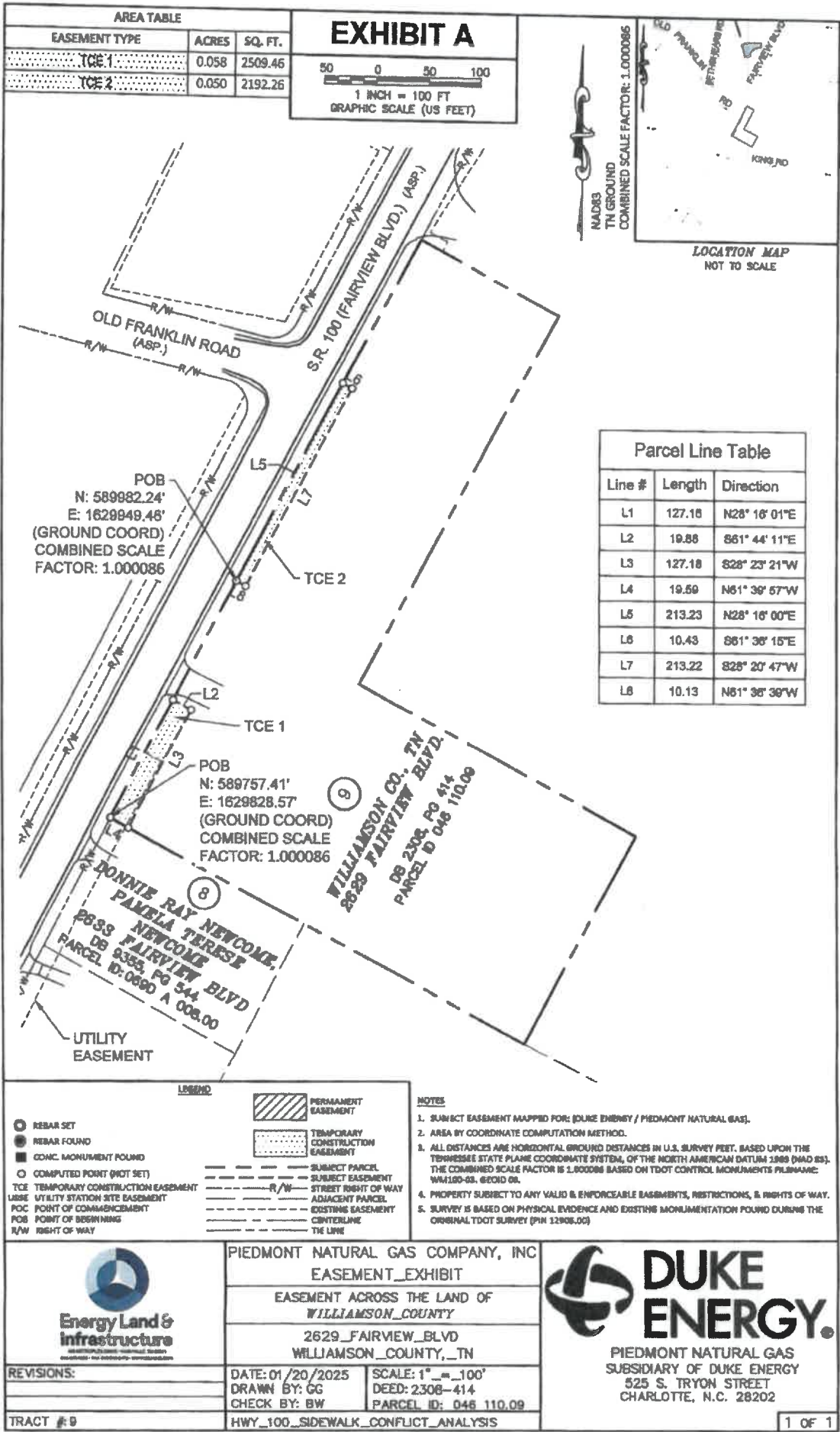
**Ownership of the Property.** Grantor represents, warrants, and covenants that it (i) is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record and (ii) has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and TCE unto Piedmont, its affiliates, successors, and assigns until such time as the TCE terminates pursuant to the terms herein. Piedmont and its successors and assigns shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this TEMPORARY CONSTRUCTION EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliate, parent, or subsidiary of Piedmont, for the uses and purposes expressly stated herein. This TEMPORARY CONSTRUCTION EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns until such time as the TCE terminates pursuant to the terms herein.

IN WITNESS WHEREOF, this TEMPORARY CONSTRUCTION EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR: WILLIAMSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
Its: \_\_\_\_\_





Prepared By:  
Joel B. Spaulding & Company, Inc.  
3322 West End Avenue, Suite 106  
Nashville, TN 37203

## **WATER PUMP STATION UTILITY EASEMENT**

From: **Williamson County ("Grantor")**

To: **Nolensville/ College Grove Utility District ("Grantee")**

In consideration of the sum of \$1.00, cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **Williamson County**, the Grantor, has this day bargained and sold, and by these presents does hereby transfer and convey to Nolensville / College Grove Utility District of Williamson County, Tennessee, the Grantee, a perpetual water pump station utility easement to: (a) construct, install, operate, maintain, change the size of, inspect, alter, replace and remove a water pumping station and connecting water lines, other water facilities and associated appurtenances; (b) store equipment and materials in connection with the construction and maintenance of these water lines and facilities during construction or maintenance; and (c) provide the right of ingress and egress over Grantor's adjacent land to accomplish the foregoing purposes.

The perpetual pumping station utility easement (the Easement) to be located upon Grantor's real property at 6600 Depot Rd., College Grove, Tennessee, of record in Book 1110, Page 840 of the Williamson County Register of Deeds Office and identified as Williamson County Map 158F, Group B, Parcel 002.00 which Easement is more particularly described in the attached Exhibit "A" and depicted on the attached Exhibit "B".

1. Grantor will not construct or locate any building, structure or other obstruction within the easement, except for a private driveway crossing.
  2. Grantor will maintain and may use the surface of the Easement provided that such use will not interfere with the operation and maintenance of the water lines and facilities installed. Grantor will not change the grade of the Easement without obtaining the written permission from Grantee.
  3. Grantee agrees to restore the Grantor's property as closely as reasonably possible to the property's condition as it existed before the commencement of the construction, use, maintenance, repair, or replacement of Grantee's water lines and facilities within the Easement.
  4. Grantee will have the right to cut and clear trees, undergrowth, or other obstructions on Easement that may interfere with the operation and maintenance of Grantee's water lines and facilities.
  5. Grantor agrees that the above consideration for the Easement constitutes payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the water lines and facilities in the Easement.
  6. The Easement will attach and run with the land and shall be binding upon everyone who may hereafter come into ownership of Grantor's property.
-

In Witness Whereof, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

\_\_\_\_\_  
**WILLIAMSON COUNTY**

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public of said County and State, **Williamson County**, the within named grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

## EXHIBIT "A"

Map 158F, Group B, Parcel 00200

Being a portion of a certain parcel of land in Williamson County, Tennessee, conveyed to **Williamson County**, in Record Book 1110, Page 840, and being more particularly described as follows:

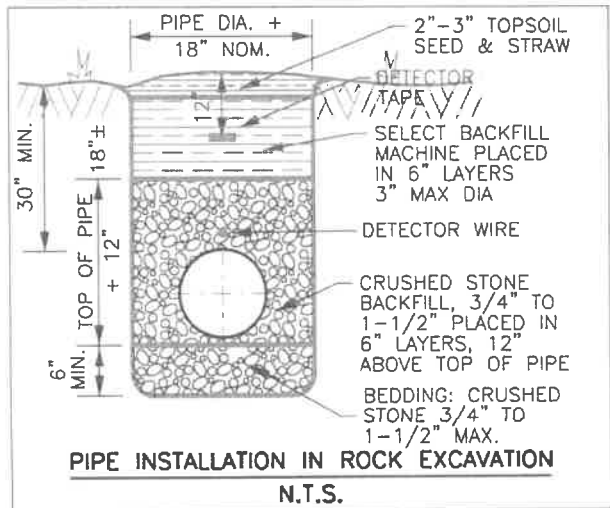
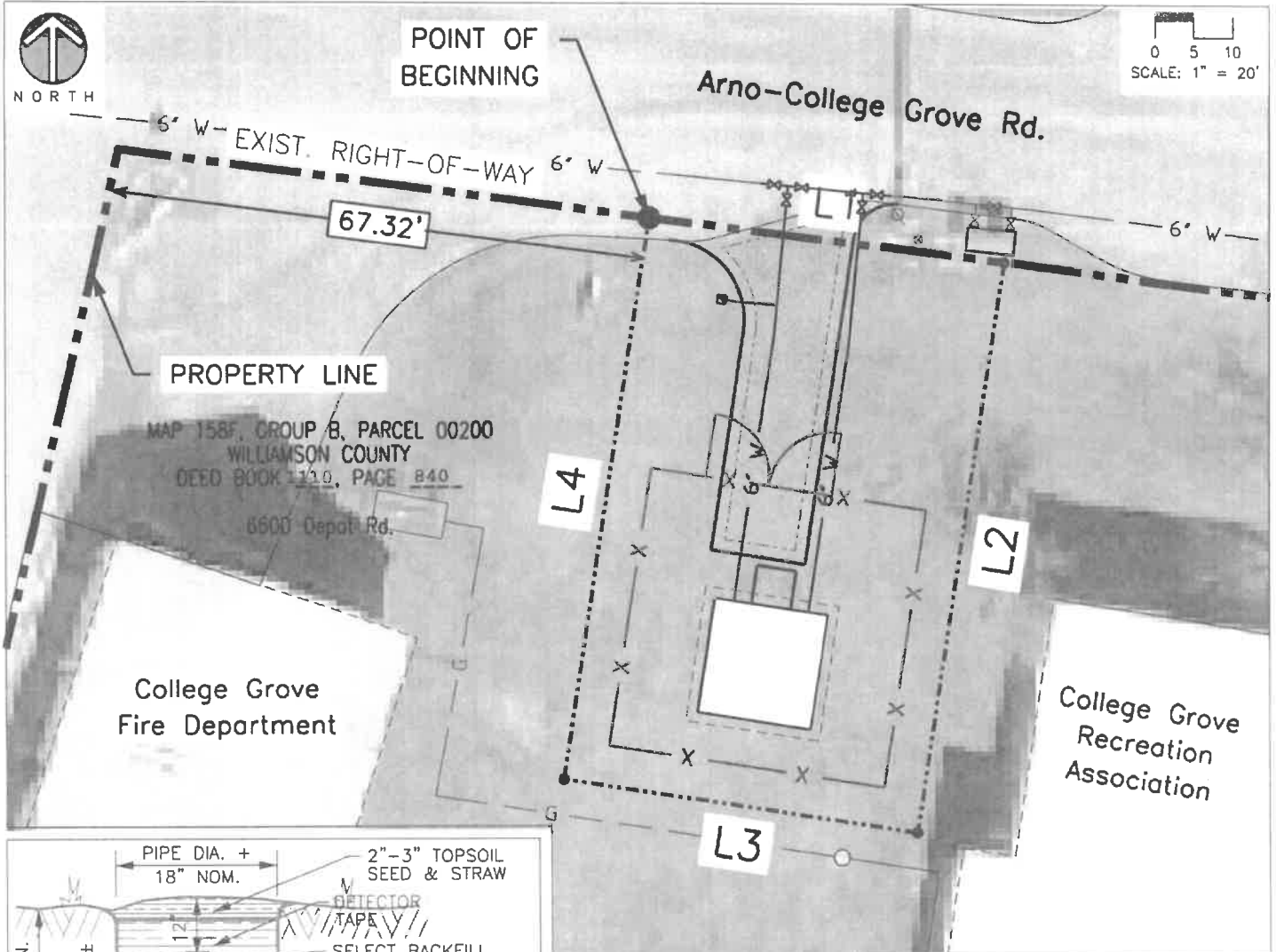
### Permanent Easement

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

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

---

# EXHIBIT B



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

## Special Conditions:

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

## Easement Notes:

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



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

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

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



Consent Agenda  
Resolution No. 5-25-9  
Requested by: Property Manager

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT AN  
EASEMENT TO THE CITY OF FRANKLIN FOR THE CONSTRUCTION AND  
MAINTENANCE OF A PERMANENT WATER LINE**

**WHEREAS,** Williamson County, Tennessee (“County”) is a governmental entity that owns real property located at 106 Claude Yates Drive, Franklin, Tennessee 37064 and found at Tax Map 063, Parcel 20.05 (“Property”); and

**WHEREAS,** County, upon approval of its legislative body, is authorized to grant easements across property owned by County; and

**WHEREAS,** County received a request from the City of Franklin for a permanent water line easement; 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 grant an easement to the City of Franklin which is needed for the provision of a permanent water line:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, authorizes the Williamson County Mayor to execute the permanent water line easement with City of Franklin and all other documentation needed to grant the utility easement across property owned by County and found at Tax Map 063, Parcel 20.05 as further described on the attached easement and map.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee: For 4 Against 0

Commission Action Taken: For     Against     Pass     Out    

\_\_\_\_\_  
Jeff Whidby Williamson County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

This Instrument Was Prepared By:  
City of Franklin, Tennessee  
109 Third Avenue South  
Franklin, Tennessee 37064

**AGREEMENT FOR DEDICATION OF EASEMENT**

**COF Contract No. 2025-0038**

Project	County	Tract	Map	Group	Ctrl Map	Parcel
Innovation Hub of Williamson County	Williamson	-----	063	-----	063	20.05

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee 109 Third Avenue South Franklin, Tennessee 37064	City of Franklin, Tennessee 109 Third Avenue South Franklin, Tennessee 37064

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

**Williamson County, Tennessee**

("Grantor") has bargained and sold, and by these presents does transfer and convey unto the **City of Franklin, Tennessee<sup>1</sup>** ("Grantee") the land and/or land rights, more particularly described as follows or more particularly shown by the words, figures, signs, and symbols attached hereto as **Exhibit A**, and incorporated herein by reference:

The following described property located in the City of Franklin, Tennessee 9<sup>th</sup> Civil District of Williamson County, Tennessee, to wit:

**PERMANENT WATER LINE EASEMENT**

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of a Permanent Water Line Easement. The title to the below described land, on which the Permanent Water Line Easement is to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

A tract of land located in Franklin, Williamson County, Tennessee, being a portion of the property owned by Williamson County, Tennessee, of record in Book 1060, Page 858, in the Register's Office for Williamson County, Tennessee, and being more particularly described as follows:

<sup>1</sup> Pursuant to T.C.A. § 67-4-409(f)(1), the City of Franklin, Tennessee is exempt from payment of the Transfer Tax associated with the purchase of the property referenced herein.

Commencing at a ½" iron rod (found) being a corner in the westerly line of said property, also being a common corner between said property and the Williamson County Board of Education property, of record in Book 7030, Page 634 in the Register's Office for Williamson County, Tennessee, having Tennessee State Plane Coordinates (NAD 83) of North: 587,293.36 / East: 1,708,672.50;

Thence, along the common line of said properties, North 55° 09' 53" West, a distance of 91.27 feet;

Thence, leaving said common line across said Williamson County, Tennessee property, North 34° 50' 07" East, a distance of 4.15 feet to the Point of Beginning;

Thence, continuing with the following ten (10) calls:

1. North 34° 50' 07" East, a distance of 20.00 feet,
2. South 55° 09' 53" East, a distance of 108.28 feet,
3. South 08° 07' 12" East, a distance of 120.65 feet,
4. South 55° 10' 33" East, a distance of 39.09 feet,
5. South 08° 46' 21" East, a distance of 19.46 feet,
6. South 81° 13' 39" West, a distance of 20.00 feet,
7. North 08° 46' 21" West, a distance of 10.86 feet,
8. North 55° 10' 33" West, a distance of 39.22 feet,
9. North 08° 07' 12" West, a distance of 120.66 feet, and
10. North 55° 09' 53" West, a distance of 99.58 feet to the Point of Beginning, containing 5,578 square feet, more or less, and being graphically depicted on Exhibit A attached hereto and incorporated herein by reference.

This Easement Description was prepared by Civil and Environmental Consultants, Inc., written by James R. Cooley, Registered Land Surveyor, Tennessee No. 2612, based on a survey completed May 19, 2022.

Being all or a portion of the same property conveyed to Williamson County, Tennessee, by Warranty Deed from Joel O. Cheek, III, dated March 30, 1993, of record in Book 1060, Page 858, in the Register's Office for Williamson County, Tennessee.

Grantee agrees to take reasonable steps upon the completion of construction to restore the Grantor's property, including any and all landscaping thereon, to the extent practicable, to its preconstruction condition.

This conveyance is made in consideration of **Ten and 00/100 Dollars (\$10.00)**, cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or more particularly shown by the words, figures, signs, and symbols attached hereto as Exhibit A, and incorporated herein by reference. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title, and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds itself, its heirs, and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature Pages to Follow)

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Williamson County, Tennessee**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, \_\_\_\_\_ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the \_\_\_\_\_ [Title] for **Williamson County, Tennessee**, the within named bargainor, and that he/she as such \_\_\_\_\_ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **Williamson County, Tennessee** by himself/herself as such \_\_\_\_\_ [Title].

Sworn to and subscribed to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

{SEAL}

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

City of Franklin, Tennessee

Eric S. Stuckey  
City Administrator

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **City Administrator** of the City of Franklin, Tennessee, and that he as such **City Administrator**, being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of the City of Franklin, Tennessee by himself as such **City Administrator**.

Sworn to and subscribed to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

{SEAL}

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF WILLIAMSON )

The actual consideration or true value, whichever is greater for this transfer is \$0.00 (Exempt Pursuant to Tenn. Code Ann. § 67-4-409(a)(1)(E)).

\_\_\_\_\_  
Eric S. Stuckey  
City Administrator

Sworn to and subscribed to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

{SEAL}

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





Resolution No. 5-25-4  
Requested by Highway Superintendent

RESOLUTION AMENDING THE 2024-25 HIGHWAY DEPARTMENT BUDGET AND  
APPROPRIATING UP TO \$50,000.00 FOR PERSONNEL NEEDS DURING SEVERE  
INCLEMENT WEATHER EVENTS - REVENUES TO COME FROM  
UNAPPROPRIATED HIGHWAY FUND BALANCE

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

WHEREAS, the Highway Department commences twenty four hour operations during the ice and snow events,

WHEREAS, personnel and overtime needs were more than anticipated in the current 2024-25 fiscal year budget;

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

**REVENUES:**  
Highway Fund Balance \$50,000.00  
(131.00000.390000.00000.00.00.00)

**EXPENDITURES:**  
Overtime Pay \$50,000.00  
(131.62000.518700.00000.00.00.00)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**  
Highway Commission For \_\_\_\_ Against \_\_\_\_  
Budget Committee For 4 Against 0

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-25-10  
Requested by: County Mayor

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AN AGREEMENT WITH THE REFUGE CENTER FOR COUNSELING TO PROVIDE OPIOID ABATEMENT AND REMEDIATION 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 reviewed and recommends for approval a request for funding from The Refuge Center for Counseling (“Refuge Center”) to provide emergent care counselors in the Williamson Medical Center Emergency Department to patients experiencing mental health emergencies, many of whom often present with substance abuse issues, and to the hospital staff treating these mental health patients; 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 the Refuge Center’s provision of emergent care counselors in the Williamson Medical Center Emergency Department in compliance with the conditions as specified in the National Opioid Settlement court order, authorizes the Williamson County Mayor to execute the agreement on behalf of Williamson County with the Refuge Center for the services, 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 12<sup>th</sup> day of May 2025, 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	\$58,266.00

**EXPENDITURES:**

Contributions – Opioid	
101.58900.531600.00000.00.00.00.OP100	
The Refuge Center for Counseling	\$58,266.00

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

1. That the Refuge Center shall provide appropriate documentation and reporting to the Task Force, as specified in their 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 Refuge Center 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 Refuge Center 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:**

Opioid Task Force	For <u>8</u>	Against <u>0</u>		
Public Health Committee	For _____	Against _____		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**OPIOID ABATEMENT SERVICE PROVIDER AGREEMENT  
BETWEEN  
THE COUNTY OF WILLIAMSON, TENNESSEE  
AND  
THE REFUGE CENTER FOR COUNSELING**

THIS AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Williamson County, Tennessee ("County"), a political subdivision of the State of Tennessee, and The Refuge Center for Counseling ("Recipient"). County and Recipient may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

**RECITALS**

**WHEREAS**, the County has received and will continue to receive funding directly and indirectly from the distributors, manufacturers, and retailers of opioid medications through the National Opioid Settlement ("Opioid Abatement Funds"). 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 to make recommendations as to the use of the settlement payments; and

**WHEREAS**, based on the recommendations of the Task Force, the County has determined to grant funding to the Recipient and the funding will be directed to funding emergency care counselors in the Williamson County Medical Center Emergency Department to provide crisis and trauma counseling services to patients experiencing mental health emergencies and to the hospital staff treating the patients experiencing mental health emergencies ("Program"). Funding will be provided in an amount not to exceed **Fifty-Eight Thousand Two Hundred Sixty-Six and 00/100 Dollars (\$58,266.00)** ("Award Amount"); and

**WHEREAS**, the County has determined that the Program is consistent with the abatement strategies set forth in the National Opioid Settlement; and

**WHEREAS**, the Parties understand and acknowledge by executing this Agreement the County is not obligated to provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

**WHEREAS**, the Recipient is a qualified and experienced provider of the services herein.

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

**I. SCOPE OF SERVICES**

- A. The Recipient shall provide the scope of services and deliverables ("Scope") as required and provided for in this Agreement.
- B. The Recipient shall provide emergency care counselors in the Williamson County Medical Center Emergency Department to provide crisis and trauma counseling services to patients experiencing mental health emergencies and to the hospital staff treating the patients experiencing mental health emergencies.

- C. The activities funded pursuant to this Agreement are those which are stated as funded in the Budget. The Budget is attached hereto as **Attachment A**. **Attachment A** is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between **Attachment A** and this Agreement, the terms of this Agreement prevail.
- D. The funds provided under this Agreement shall be expended in adherence to the opioid abatement and remediation strategies included within the National Opioid Settlement and provided by the Tennessee Opioid Abatement Council.

## II. TERM AND TERMINATION

- A. **Term.** The Term of this Agreement shall extend from the date this Agreement is executed and shall continue until December 31, 2025 ("Term"). The County shall have no obligation to the Recipient for fulfillment of the Scope outside of the Term. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement. Any and all amendments to this Agreement must be written amendments, signed by all Parties, and approved by applicable County officials.
- B. **Termination – For Convenience.** The County shall have the right to terminate this Agreement at any time for any or no reason giving thirty (30) days written notice of its intent to terminate to the Recipient. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.
- C. **Termination – For Cause.** If the Recipient fails to properly perform its obligations under this Agreement, or if the Recipient violates any terms of this Agreement, the County shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the County's right to terminate this Agreement for cause, the Recipient shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Recipient.
- D. **Termination – Agreement.** The Parties can agree to terminate this Agreement at any time.
- E. **Termination – Bankruptcy.** County may terminate this Agreement if the Recipient, or any successor or assignee of the Recipient, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against the Recipient, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Recipient, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

## III. GRANT OF FUNDS

- A. **Payment Methodology.** The Recipient shall be reimbursed for actual, reasonable, and necessary costs based on the Budget, not to exceed the Maximum Liability established in **Section III.B**. Upon progress toward the completion of the Scope, as described in this Agreement, the Recipient shall submit invoices prior to any reimbursement of allowable costs.
- B. **Maximum Liability.** In no event shall the Maximum Liability of the County under this Agreement exceed **Fifty-Eight Thousand Two Hundred Sixty-Six and 00/100 Dollars**

- (\$58,266.00) ("Maximum Liability").** The Budget, attached and incorporated hereto as **Attachment A**, shall constitute the maximum amount due to the Recipient under this Agreement.
- C. **Compensation Firm.** The Maximum Liability of the County is not subject to escalation for any reason unless amended. The Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in **Section III.D**. Any costs of the Program in excess of the Award Amount shall be the sole responsibility of the Recipient.
- D. **Budget Line-Items.** Expenditures, reimbursements, and payments under this Agreement shall adhere to the Budget. The Recipient may vary from a Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Award Amount detailed by the Budget. Any increase in the Award Amount shall require an amendment of this Agreement.
- E. **Invoice Requirements.** The Recipient shall invoice the County no more often than monthly, with all necessary supporting documentation, and present such to:

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

1. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - a. Invoice/Reference Number (assigned by Recipient)
  - b. Invoice Date
  - c. Invoice Period (to which the reimbursement is applicable)
  - d. The words: "Williamson County Opioid Abatement Task Force Grant"
  - e. Recipient Name
  - f. Recipient Address
  - g. Recipient contact for invoice questions (name and phone number)
  - h. Itemization of Reimbursement Requested for the Invoice Period—it must detail, at minimum, all of the following:
    - i. The amount requested by Budget line-item.
    - ii. The amount reimbursed by Budget line-item to date.
    - iii. The total amount reimbursed under the Agreement to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
2. The Recipient understands and agrees to all of the following:
  - a. An invoice under this Agreement shall be accompanied by supporting documentation. Examples of supporting documentation are bills, receipts, payroll journals, or similar documents evidencing the expenditure.
  - b. An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to the Budget and any other provisions of this Agreement relating to allowable reimbursements.
  - c. An invoice under this Agreement shall not include any reimbursement



- request for future expenditures.
- d. An invoice under this Agreement shall initiate the timeframe for reimbursement only when the County is in receipt of the invoice, and the invoice meets the requirements of this **Section III.E.** of this Agreement.
- F. **Payment of Invoice.** A payment by the County shall not prejudice the County's right to object or question any reimbursement, invoice, or matter in relationship thereto. A payment by the County 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.
- G. **Non-allowable Costs.** Any amounts payable to the Recipient shall be subject to reduction for amounts included in any invoice or payment that are determined by the County, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute a non-allowable cost.
- H. **Automatic Deposit.** The Recipient shall not invoice the County under this Agreement until the County has received the following, properly completed documentation:
1. The Recipient shall complete, sign, and present to the County an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the County. By doing so, the Recipient acknowledges and agrees that, once this form is received by the County, all payments to the Recipient under this Agreement will be made by automated clearing house ("ACH").
  2. The Recipient shall complete, sign, and return to the County the County-provided W-9 form.
- I. **Disbursement Reconciliation and Closeout.** The Recipient shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the end of the Term, in form and substance acceptable to the County.
1. If total disbursements by the County pursuant to this Agreement exceed the amounts permitted by the **Section III** payment terms and conditions of this Agreement, the Recipient shall refund the difference to the County. The Recipient shall submit the refund with the final grant disbursement reconciliation report.
  2. The County shall not be responsible for the payment of any invoice submitted to the County after the grant disbursement reconciliation report. The County will not deem any Recipient costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the County, and such invoices will not be paid.
  3. Recipient's failure to provide a final grant disbursement reconciliation report to the County as required by this Agreement shall result in the Recipient being deemed ineligible for reimbursement under this Agreement, and the Recipient shall be required to refund any and all payments by the County pursuant to this Agreement.
  4. The Recipient 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.
- J. The County shall have the right to require the Recipient to repay a portion of or the full Award Amount should the Recipient violate this Agreement, including but not limited to the Recipient's failure to use the Award Amount pursuant to the Scope, Budget, and/or the Recipient's failure to adhere to the reporting requirements included herein.
- K. The County is not, as a result of entry into or performance by either Party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to the Recipient, or to extend the relationship with the

Recipient in any respect, or to engage in any other transaction or relationship with the Recipient. The Recipient acknowledges that the County has not made to the Recipient any representations, promises, or assurances about future funding or support.

#### IV. Reporting Requirements

- A. **Quarterly Reporting.** Expenditures under this Agreement shall adhere to the Scope as provided in **Section I** herein. The Recipient shall submit quarterly reports to the County pursuant to procedures, formatting, and a timeframe prescribed by the County, detailing how the Recipient has met the remediation core strategies and uses specified in the Recipient's Project Summary and Budget. Unless the Recipient is otherwise notified in writing by the County, the Recipient shall provide required reporting under this Agreement to the County via the Middle Tennessee State University Office of Prevention Science and Recovery ("MTSU") according to the procedures, formatting, and timeframe prescribed by MTSU.
- B. **Inspection of Records.** Within ten (10) calendar days of providing notice, to the extent permitted by applicable privacy laws, the County and its authorized representatives or designees have the right to inspect all physical Program locations, to inspect the Recipient's records related to the Agreement, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate, provide reasonable assistance, and produce or compile any information reasonably requested.
- C. **Audit.** Upon reasonable prior written notice, the County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee all financial and accounting records related to this Agreement through the Term of this Agreement and for five (5) years after the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the Scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

#### V. INSURANCE

- A. The Recipient will procure and maintain at its expense during the life of this Agreement any/all applicable insurance types and in the minimum amounts stated as follows:
  - 1. Professional Services Liability in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
  - 2. Workers' Compensation Insurance in a minimum amount as prescribed by Tennessee Law.
- B. Provider's policy will name Williamson County, Tennessee Government as an "Additional Insured" with respect to this Agreement. 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. Before commencing any services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract." All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

#### VI. INDEMNIFICATION

- A. To the greatest extent permitted by applicable law, the Recipient shall indemnify and hold

harmless the County, its officers, agents, and employees from:

1. All suits, actions, claims, demands, damages, losses, expenses, including attorney fees, costs, and judgments of every kind and description to which the County, its agents, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence, or fault of the Recipient committed in connection with this Agreement, the Recipient's performance hereof, or any services performed hereunder;
  2. Any claims, damages, penalties, costs, and reasonable attorney fees arising from any failure of the Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws; and
  3. Any claims, damages, penalties, costs, and reasonable attorney fees arising from any action brought against the County by any of the Recipient's officers, employees, and/or agents arising out of any injury incurred by such qualified officer, employee, and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.
- B. If any claim is subject to indemnification under this Agreement, the County shall provide the Recipient reasonably prompt notice of the claim and the Recipient shall defend, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. The County shall cooperate with the Recipient in good faith to facilitate the defense of the claim. The Recipient shall receive written permission from the County prior to agreeing to any proposed settlement.

#### VII. NOTICE

- A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the Parties regarding the matters contemplated by this Agreement 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 each 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:**
1. If to County:

Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064

2. If to Recipient:

The Refuge Center for Counseling  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## VIII. MISCELLANEOUS

- A. **Amendment.** This Agreement may be modified only by a written amendment signed by all Parties and approved by all applicable County officials.
- B. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict or choice of law principles. Venue for any action or proceeding shall be in Williamson County, Tennessee. The Invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other term or condition.
- C. **Nondiscrimination.** The Recipient 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 Agreement or in the employment practices of Recipient on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Recipient shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D. **Strict Performance.** Failure by any Party to this Agreement to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- E. **Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- F. **Limitation of Liability.** The County shall have no liability except as specifically provided in this Agreement. In no event will the County be liable to the Recipient or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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 Agreement or otherwise.
- G. **Tennessee Department of Revenue Registration.** The Recipient 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 Agreement.
- H. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined in Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Recipient 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.
- I. **Indemnification.** The Recipient agrees to indemnify and hold harmless the County as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the County concerning or arising out of any claim of an alleged patent,

copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the County, the Recipient shall satisfy and indemnify the County for the amount of any settlement or final judgment, and the Recipient shall be responsible for all legal or other fees or expenses incurred by the County arising from any such claim. The County shall give the Recipient notice of any such claim or suit, however, the failure of the County to give such notice shall only relieve the Recipient of its obligations under this Section to the extent the Recipient can demonstrate actual prejudice arising from the Recipient's failure to give notice.

- J. **Prohibited Advertising.** The Recipient shall not suggest or imply in advertising or marketing materials that the Recipient's goods or services are endorsed by the County. The restrictions on the Recipient advertising or marketing materials under this Section shall survive the termination of this Agreement.

K. **Lobbying.**

1. The Recipient certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.
2. 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 Agreement, the grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Recipient 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.

- L. **Conflict of Interest.** The Recipient warrants that no part of the total grant amount shall be paid directly or indirectly to an employee or official of the County or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-contractor or consultant to the Recipient in connection with any work contemplated or performed relative to this Agreement.

- M. **Public Accountability.** If the Recipient is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4 or if this Agreement involves the provision of services to citizens by the Recipient on behalf of the County, the Recipient agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Recipient shall display in a prominent place, located near the passageway through which the public enters in order to receive funded 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.

- N. **Licensure.** The Recipient and its employees and all sub-contractors 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.
- O. **Open Records Act.** The Recipient acknowledges that the County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement or any documents submitted by or on behalf of the Recipient as part of its response to bid request. Compliance by the County with the Open Records Act shall not be a breach of this Agreement. Should the County receive a public records request that includes the provision of any document provided by the Recipient, the County shall give the Recipient no more than five (5) working days to object to the provision of the documents including the basis for the objection.
- P. **HIPAA.** The Recipient and the County 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 Agreement.
  - 1. The Recipient warrants to the County that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Agreement.
  - 2. The Recipient warrants that it will cooperate with County, including cooperation and coordination with County privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both Parties will be in compliance with the Privacy Rules.
  - 3. The County and the Recipient 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 County and the Recipient in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the Parties under this Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the Parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - 4. The Recipient will indemnify the County and hold it harmless for any violation by the Recipient or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.
- Q. **Severability.** Should any court of competent jurisdiction declare any provision of this Agreement invalid then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- R. **Drug Free Workplace.** If applicable, the Recipient agrees to abide by all requirements set forth in Tenn. Code Ann. § 50-9-113, by establishing a drug free workplace program.
- S. **Time is of the Essence.** Time is of the essence in this Agreement. The Parties shall perform their obligations under this Agreement within the time and manner as specified herein.
- T. **Completeness.** The complete understanding between the Parties is set out in this

Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral, or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.

U. **State and Federal Law Compliance.** Recipient shall comply with all applicable state and federal laws and regulations in performance of this Agreement.

V. **Ethical Standards.**

1. The Recipient understands and agrees that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to a contract or subcontract or to any solicitation or proposal therefore.
2. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of the Recipient, a sub-contractor under a contract to the prime Recipient or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a subcontract or order.
3. It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with the County upon the agreement or understanding for a contingent commission, percentage, or brokerage fee, except for the retention of bona-fide employees or bona-fide established commercial selling agencies for the purpose of securing business.
4. The Recipient affirms that it has not retained anyone in violation of this **Section VIII.V**. A breach of ethical standards is a material breach of this Agreement and could result in civil or criminal sanctions and/or debarment or suspension from being a practitioner, contractor, or sub-contractor under contracts with the County.

W. **ADA.** The Recipient will comply with all the requirements as imposed by the Americans with Disabilities Act ("ADA") and the regulations of the federal government issued thereunder.

X. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, or labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Y. **Headings.** The headings in this Agreement are for convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

Z. **Effective Date.** This Agreement shall not be binding upon the Parties until it has been signed first by the Recipient and then by the authorized representatives of the County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written above.

For and on behalf of:

**WILLIAMSON COUNTY, TENNESSEE:**

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

Date: \_\_\_\_\_  
  
\_\_\_\_\_  
Williamson County Attorney for Form

**THE REFUGE CENTER FOR COUNSELING:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT A  
BUDGET

Category	Budgeted Cost
<b>a. Specific Assistance to Individuals</b>	
Provide Counseling Services at Williamson Medical Center, Emergency Department:  Counselor onsite 3 hours per day, Monday-Friday for a total of 15 hours per week at a rate of \$117 per hour.  From May 13, 2025 through December 31, 2025, for a total of 498 hours.	
	\$58,266
<b>Total</b>	<b>\$58,266</b>

RESOLUTION FOR INTER-CATEGORY ADJUSTMENT OF \$10,119,750 FOR  
RECLASSIFICATION OF COACHES FOR THE 2024-2025 BUDGET YEAR

WHEREAS, the Tennessee Department of Education adjusted their chart of accounts to designate teachers working as coaches to be separated into their own budget lines from that of the regular and student support service teacher lines; and

WHEREAS, the expectation was that this reclassification would occur during the 2024-2025 fiscal year; and


WHEREAS, there is no additional expense associated with the reallocation:

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 12, 2025, amend the 2024-2025 General Purpose School funds' budget through an inter-category adjustment as follows:

General Purpose School Fund

Expenditure (Increase)			
141.72210	Instruction Support (See Attached)	\$8,370,000	
141.72220	SPED Support (See Attached)	1,749,750	

Expenditure(Decrease)			
141.71100	Regular Instruct (See Attached)	\$8,370,000	
141.71200	SPED Instruct (See Attached)	1,749,750	
		\$10,119,750	

  
Sean Aiello, Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For 11	Against 0	Pass	Out
Education Committee:	For	Against	Pass	Out
Budget Committee:	For 4	Against 0	Pass	Out
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF  
\$13,815,425 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION  
2024-2025 SECURITY TECHNOLOGY NEEDS

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

WHEREAS, there is a need for security items including paging, intercom and emergency systems video cameras, locks, access control panels and a need for network security items including access switches, video servers, and wireless access points; and

WHEREAS, the Board is requesting approval of not to exceed \$13,815,425 for the following projects; and

	<u>Rural Debt</u>	<u>General Debt</u>
General Security	\$10,427,732	\$3,387,693
Total	\$13,815,425	

WHEREAS, this resolution's purpose is to obtain the Commissions' approval of the projects so that work can begin and funds for these needs being requested based on actual cash flow needs, not to exceed \$13,815,425;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on May 12, 2025, approve \$13,815,425 as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

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

  
Sean Aiello, Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For 11	Against 0	Pass	Out
Education Committee:	For	Against	Pass	Out
Budget Committee:	For 4	Against 0	Pass	Out
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$12,153,000 FOR  
THE WILLIAMSON COUNTY BOARD OF EDUCATION 2024-2025  
MAJOR ASPHALT, ROOFS, AND HVAC NEEDS

WHEREAS, the Williamson County Board of Education has reviewed and revised its 5-year capital outlay plan based on current needs and assessment audit for pavement projects (\$2,836,000), roof replacements (\$6,423,000), and HVAC replacements (\$2,894,000); and

WHEREAS, the Board is requesting approval of not to exceed **\$12,153,000** for the following projects; and

	<u>Rural Debt</u>	<u>General Debt</u>
ASPHALT/PAVING	\$1,291,000	\$1,545,000
ROOFS	5,773, 000	650,000
HVAC REPLACEMENT	2,044,000	850,000
<b>TOTAL</b>	<b>\$12,153,000</b>	

WHEREAS, this resolution’s purpose is to obtain the Commissions’ approval of the projects so that work can begin and funds for these needs being requested based on actual cash flow needs, not to exceed **\$12,153,000**;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners’ meeting in regular session on May 12, 2025, approve **\$12,153,000** as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

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

  
Sean Aiello, Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'  
APPROVAL OF AN INTENT TO FUND OF UP TO \$6,600,000 AND FIRST DRAW OF  
\$3,000,000 FOR THE RENOVATION OF HILLSBORO K-8

WHEREAS, the Williamson County Board of Education approved in November of 2024 their capital outlay needs for five years; and

WHEREAS, there is a need to request **\$6,600,000** for the purpose of renovating Hillsboro K-8; and

WHEREAS, the renovations will occur over a three-year period to minimize school disruption with the need for funding being split over those three years; and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an estimated total cost for this project of up to **\$6,600,000** as noted on the current five-year plan; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Board of County Commissioners meeting in regular session May 12, 2025, approve total funding of an amount not to exceed **\$6,600,000** for the renovations with the immediate need of funding of **\$3,000,000**;

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

  
Sean Aiello, Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>	
Education Committee:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>	
Budget Committee:	For <u>4*</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>	*As amended
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>	

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

\*As amended - amend total to \$3 million

RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'  
APPROVAL OF AN INTENT TO FUND OF UP TO \$7,000,000 AND FIRST DRAW OF  
\$1,000,000 FOR THE RENOVATION OF GRASSLAND MIDDLE SCHOOL

**WHEREAS,** the Williamson County Board of Education approved in November of 2024 their capital outlay needs for five years; and

**WHEREAS,** there is a need to request **\$7,000,000** for the purpose of renovating Grassland Middle School; and

**WHEREAS,** the renovations will occur over a three-year period to minimize school disruption with the need for funding being split over those three years; and

**WHEREAS,** this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an estimated total cost for this project of up to **\$7,000,000** as noted on the current five-year plan; and

**NOW THEREFORE BE IT RESOLVED** that the Williamson County Board of County Commissioners meeting in regular session on May 12, 2025, approve total funding of an amount not to exceed **\$7,000,000** for the renovations with the immediate need of funding of **\$1,000,000**;

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

  
Sean Aiello, Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>	
Education Committee:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>	
Budget Committee:	For <u>4 *</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>	*As amended
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>	

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**\*As amended - amend total to \$1 million**

**RESOLUTION AMENDING THE 2024-2025 GENERAL PURPOSE SCHOOL FUND  
BUDGET \$4,000,000 FOR LETTER GRADE BONUS**

**WHEREAS**, during Special Session in March of 2025, the Tennessee General Assembly appropriated funding for school districts in which fifty percent (50%) or more of the schools in a district received a letter grade of A; and

**WHEREAS**, Williamson County School District had 29 of its schools earn a letter grade of A which is more than 50%; and

**WHEREAS**, the appropriated reward this year is \$4,000,000; and

**WHEREAS**, this appropriation occurred after the current year's budget was approved and was not included in projected revenue;

**NOW, THEREFORE BE IT RESOLVED** that the Williamson County Board of County Commissioners meeting in regular session on May 12, 2025, approves the receipt of **\$4,000,000** and amends the General Purpose School Fund as follows:

**Fund Balance**

141.39000 **\$4,000,000**  
Undesignated Fund  
Balance

**Revenue**

141.40000.465900 **\$4,000,000**  
Other State Ed Funds  
Letter Grade Bonus

  
Sean Aiello, Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION AMENDING THE 2024-2025 CENTRAL CAFETERIA FUND BUDGET**  
**\$2,080,927.52 FOR ADDITIONAL EXPENDITURES FROM EXCESS FUND BALANCE**

**WHEREAS,** the Central Cafeteria Fund is limited to maintaining a fund balance not to exceed the average costs of three months of operational expenses; and

**WHEREAS,** for the fiscal year 2023-2024 the State determined the Central Cafeteria Fund ended the year with an excess fund balance of \$2,080,927.52 that must be spent; and

**WHEREAS,** based on an extensive review for the most needed equipment updates throughout the county the Central Cafeteria Fund has a plan for addressing those needs;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on May 12, 2025, approve and amend the **2024-2025** Central Cafeteria Fund budget in the following manner:

Revenue		
143.30000.347550	Cafeteria Fund Balance	\$2,080,927.52
Expenditure		
143.73100.571000	Food Service Equipment	\$2,080,927.52

  
Sean Aiello, Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date



RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 CIRCUIT  
COURT CLERK’S BUDGET BY \$43,755 – REVENUES TO  
COME FROM RESERVE ACCOUNTS

WHEREAS, the Circuit Court Clerk’s Office is in need of office equipment for the continued operations of the Clerk’s office; and,

WHEREAS, there are reserve funds available for the purchase of this equipment which are derived from filing fees;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Circuit Court Clerk’s Office budget be amended, as follows:

REVENUES:

Circuit Court Clerk Data Reserve	
101.00000.341620.00000.00.00.00	\$12,000
General Sessions Criminal Clerk Data Reserve	
101.00000.341630.00000.00.00.00	\$19,000
General Sessions Civil Clerk Data Reserve	
101.00000.341640.00000.00.00.00	<u>\$12,755</u>
	<b>\$43,755</b>

EXPENDITURES:

Office Equipment	\$43,755
(101.53100.571901.00000.00.00.00)	

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025  
LIBRARY BUDGET BY \$640.00 - 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 donations and memorials which are now available to be appropriated in the 2024-25 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	\$ 640.00
		\$ 640.00

**EXPENDITURES:**

Library Books/Donations	101-56500-543201-00000-00-00-00	\$ 140.00
Other Charges	101-56500-559901-00000-00-00-00	\$ 500.00
		\$ 640.00

  
Paul Webb - County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Library Board:	For <u>5</u>	Against <u>0</u>
Budget Committee:	For <u>4</u>	Against <u>0</u>

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard - Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-25-20  
Requested by: Animal Center Director

FILED 4/28/25  
ENTERED 11:55 a.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 ANIMAL CENTER  
OFFICE BUDGET BY \$26,000.00 FOR THE PURCHASE OF A VEHICLE- REVENUES TO  
COME FROM DONATIONS**

**WHEREAS,** the Williamson County Animal Center has been utilizing surplus vehicles for administrative and staff travel; and,

**WHEREAS,** these vehicles are those which have been deemed as surplus and have proven to be in need of on-going maintenance; and,

**WHEREAS,** it appears to be advantageous for the department to purchase a vehicle which can be solely utilized and maintained for the department and donation funding is available for said purchase; and,

**WHEREAS,** a vehicle can be secured through the state contract;

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

**REVENUES:**  
Donations \$26,000  
101.00000.486109.00000.00.00.00

**EXPENDITURE:**  
Motor Vehicles \$ 26,000  
(101.55120.571800.00000.00.00.00)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee	For	___	Against	___	Pass	___	Out	___
Budget Committee	For	<u>4</u>	Against	<u>0</u>	Pass	___	Out	___
Commission Action Taken:	For	___	Against	___	Pass	___	Out	___

\_\_\_\_\_  
Jeff Whidby - County Clerk

\_\_\_\_\_  
Brian Beathard - Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

**RESOLUTION ACCEPTING DONATIONS FROM KEVIN AND KELLY COX ON BEHALF OF THE SUNRISE DOG WALKING VOLUNTEERS OF WILLIAMSON COUNTY ANIMAL CENTER AND A GRANT AWARDED BY PETCO LOVE FOR DRUGS AND MEDICAL SUPPLIES AND APPROPRIATING AND AMENDING THE 2024-2025 ANIMAL CENTER BUDGET BY \$2,053 – REVENUES TO COME FROM DONATIONS**

- WHEREAS,** Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and
- WHEREAS,** Sunrise Dog Walking Volunteers at Williamson County Animal Center has donated \$1,000 to be used for a kennel sponsorship "In Loving Memory of Van Tucker";
- WHEREAS,** Petco Love has awarded Williamson County Animal Center a grant in the amount of \$1,053 to be used as a reimbursement for syringe purchases used with vaccines;
- WHEREAS,** the grant requires no matching funds from the County; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept these funds, thus entering into a grant agreement with Petco Love

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of May 2025, on behalf of Williamson County Animal Center, accepts the generous donation and authorizes the Williamson County Mayor to accept these grant award funds;

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

<b><u>REVENUE:</u></b>	
Donations	<b>\$2,053</b>
101.00000.486109.00000.00.00.00	
<b><u>EXPENDITURE:</u></b>	
Maint & Repair Building	
101.55120.533500.00000.00.00.00	<b>\$1,000</b>
Drugs and Medical Supplies	<b>\$1,053</b>
101.55120.541300.00000.00.00.00	<b>\$ 2,053</b>

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25  
PARKS AND RECREATION DEPARTMENT BUDGET BY \$150,000.00  
REVENUES TO COME FROM PARTICIPANT FEES

**Whereas,** the Parks and Recreation Department operates the Performing Arts Center at Academy Park, and;

**Whereas,** Parks & Recreation has received participant fees for events held at the PAC, and;

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

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this May 12<sup>th</sup>, 2025, amends the Parks & Recreation Budget as follows:

REVENUES:  
Rec Fees- Performing Arts Center  
(101.00000.433403.00000.00.00.00) \$150,000.00

EXPENSES:  
Contracts – Performing Arts Center  
(101.56700.531203.00000.00.00.00) \$150,000.00

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:  
Parks & Recreation Committee: For \_\_\_\_ Against \_\_\_\_  
Budget Committee: For 4 Against 0  
Commission Action Taken: For \_\_\_\_ Against \_\_\_\_ Pass \_\_\_\_ Out \_\_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 PARKS AND RECREATION BUDGET BY \$178,118.07 - REVENUES TO COME FROM DONATIONS**

**WHEREAS,** the Parks and Recreation Department has received donations totaling \$149,523.47 from the Community Youth Associations to be utilized to offset the hiring and scheduling of officials and supervisors, and for contributions toward upgrades at the facilities, and;

**WHEREAS,** the Convention Visitors Bureau donated its annual contribution of \$17,500.00 for the Tennessee Seniors Olympics that will be held in Williamson County, June 18-26, 2025, and;

**WHEREAS,** donations totaling \$3,594.60 were received for department special events and the community choir, and;

**WHEREAS,** the South Williamson Youth Athletics donated \$7,500.00 to purchase a utility vehicle (gator) for use at Heritage Park ballfields; and,

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

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting this May 12<sup>th</sup>, 2025, amends the Parks & Recreation Budget as follows:

<b><u>REVENUES:</u></b>	
101.00000.486104.00000.00.00.00 –DONATIONS	<b>\$ 178,118.07</b>
<b><u>EXPENDITURES:</u></b>	
<b>Other Capital Equipment</b> 101.56700.57900.00000.00.00.00	<b>\$ 7,500.00</b>
<b>Part-time Officials/Scorekeepers</b> 101.56700.516901.00000.00.00.00	<b>\$ 57,990.00</b>
<b>Regular Part-time</b> 101.56700.516900.00000.00.00.00	<b>\$ 825.00</b>
<b>Maintenance/Repair- Parks</b> 101.56700.533501.00000.00.00.00	<b>\$ 20,570.00</b>
<b>Instructional Supplies</b> 101.56700.542901.00000.00.00.00	<b>\$ 6,000.00</b>
<b>Lawn Products</b> 101.56700.542000.00000.00.00.00	<b>\$ 64,138.47</b>
<b>Other Charges/Theater/Special Events</b> 101.56700.559900.00000.00.00.00	<b>\$ 21,094.60</b>
	<b>\$ 178,118.07</b>

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Parks & Recreation Committee:	For ____ Against ____
Budget Committee:	For <u>4</u> Against <u>0</u>
Commission Action Taken:	For ____ Against ____ Pass ____ Out ____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 PUBLIC SAFETY –  
EMERGENCY COMMUNICATIONS BUDGET BY \$36,000 – REVENUES TO COME FROM  
CONTRIBUTIONS RECEIVED FROM THE EMERGENCY COMMUNICATIONS DISTRICT**

**WHEREAS,** the Williamson County Emergency Communications District (the "District"), was established for the purpose of providing a system of emergency communications whereby a caller dialing 911 would immediately be connected to a public safety answering point that would quickly and efficiently assure that the appropriate emergency responders were notified; and

**WHEREAS,** as part of Emergency Communications' ongoing commitment to delivering prompt and efficient service, staff members regularly participate in training and receive continuous Quality Assurance (QA) feedback to improve their performance-particularly in handling high-priority calls and dispatching for critical incidents; and,

**WHEREAS,** to meet these requirements and further enhance the quality of service provided to our citizens and first responders, we have invested in an AI-driven Quality Assurance program.

**WHEREAS,** the District, acting by and through its Board of Directors, authorized a donation contribution of Thirty Six Thousand Dollars (\$36,000) to be used as reimbursement for the purchase of the AI Quality Assurance and Training Program;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this 12<sup>th</sup> day of May, 2025, hereby appropriates and amends the 2024-25 Emergency Communications budget, as follows:

<b><u>REVENUES:</u></b>	
Donations	\$36,000
(101.00000.486100.00000.00.00.00)	
<b><u>EXPENDITURES:</u></b>	
Contracts w/Government Agencies	\$36,000
(101.54900530900.00000.00.00.00)	

  
County Commissioner

<b><u>COMMITTEES REFERRED TO &amp; ACTION TAKEN:</u></b>				
ECD Board:	For	7	Against	
Law Enfct/Public Safety Committee:	For	4	Against	0
Budget Committee:	For	4	Against	0
Commission Action Taken:	For		Against	
			Pass	Out

Jeff Whidby - County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson - Mayor

Date



**RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO PARTICIPATE IN AN EDUCATION INCENTIVE PROGRAM BY MATCHING THE STATE INCENTIVE PAYMENT FOR QUALIFIED VOLUNTEER FIREFIGHTERS AND ESTABLISHING A SIMILAR PROGRAM FOR QUALIFIED EMERGENCY RESPONSE PERSONNEL IN WILLIAMSON COUNTY AND APPROPRIATING AND AMENDING THE 2024-25 PUBLIC SAFETY BUDGET - REVENUES TO COME FROM STATE OF TENNESSEE AND UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

**WHEREAS,** Tennessee Code Annotated, Section 5-9-101 permits a local county legislative body to appropriate general fund money to nonprofit fire departments operating within the county; and

**WHEREAS,** Tennessee Code Annotated, Section 4-24-201, et. seq. provides an education incentive to volunteer firefighters, defined as a person who volunteers with a county or nonprofit fire department that is registered and recognized by the state fire marshal and is required to extinguish and control fires or fire-related incidents, that complete each year's in-service training courses; and

**WHEREAS,** Williamson County is served by non-profit volunteer fire departments that have been duly recognized by the state fire marshal; and

**WHEREAS,** by recognizing the important emergency response services provided by the volunteer firefighters as well as those providing related emergency response services, the Board of Commissioners has agreed to match the amount paid by the State of Tennessee Commission on Firefighting Personnel and Education;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May 2025, by a majority vote elect to participate in the state education incentive payment program for those qualified volunteer firefighters by matching the amount paid by the State of Tennessee in accordance with Tenn. Code Ann. § 4-24-201 et.seq.;

**AND BE IT FURTHER RESOLVED,** that the Williamson County Board of Commissioners creates an education incentive program for other qualified Williamson County emergency response and emergency management employees that fulfill the same education requirements for a volunteer firefighter to participate in the annual state education incentive program;

**AND BE IT FURTHER RESOLVED,** that this resolution shall become effective upon approval of this resolution and that the 2024-25 fiscal year Public Safety budget, be amended as follows:

<b><u>REVENUES:</u></b>	
Other State Revenues/State of Tennessee 101.00000.469900.00000.00.00.00	\$ 67,000.00
County General Unappropriated Fund Balance 101.00000.390000.00000.00.00.00	\$ <u>89,060.00</u>
	<b>\$156,060.00</b>
<b><u>EXPENDITURES:</u></b>	
Educational Incentive-Other County Employees 101.54900.518500.00000.00.00.00	\$ 4,000.00
Other Contracted Services 101.54900.539900.00000.00.00.00	\$ <u>152,060.00</u>
	<b>156,060.00</b>

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date



Resolution No. 5-25-27  
Requested by: County Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 COUNTY CLERKS  
BUDGET BY \$50,000 – REVENUES TO COME FROM RESERVE ACCOUNT**

**WHEREAS,** in an effort to more efficiently serve the public, the County Clerk’s Office has utilized staff during non-regular business hours to expedite processing of title work for dealerships and the public;

**WHEREAS,** there are reserve funds available for these overtime expenditures which are derived from filing fees;

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

**REVENUES:**  
Automated Reserve County Clerk  
101.00000.341692.00000.00.00.00 **\$ 50,000**

**EXPENDITURES:**  
Overtime  
101.52500.518700.00000.00.00.00 **\$ 50,000**

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 CLERK & MASTER  
(CHANCERY COURT) BUDGET BY \$16,309 REVENUES TO  
COME FROM RESERVE ACCOUNT**

**WHEREAS,** pursuant to Tennessee Code Annotated 16-1-117, data entry fees collected in the Chancery Court Clerk & Master’s Office can be allocated for technology; and,

**WHEREAS,** there is a need to utilize these funds for laptop computers to support operations in the Chancery Court Clerk & Master’s Office.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2024-25 Clerk and Master’s budget be amended, as follows:

**REVENUES:**  
Reserve Automation (Chancery Court) \$16,309  
(101.00000.341660.00000.00.00.00)

**EXPENDITURES:**  
Office Equipment \$16,309  
(101.53400.571900.00000.00.00.00)

  
County Commissioner

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-25-1  
Requested by: Commissioner Richards

RESOLUTION AMENDING THE RULES, REGULATIONS, AND PROCEDURES OF THE  
WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE  
PUBLICATION OF COMMITTEE MEETING AGENDAS

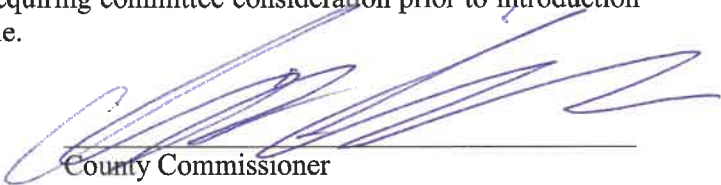
- WHEREAS, pursuant to Rule 11 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners (“Rules”), a rule shall remain in effect until such time as it is appealed or amended; and
- WHEREAS, Rule 11 provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced at any regularly scheduled meeting other than the October or November meeting; and
- WHEREAS, the Board of Commissioners have determined that the agendas for committee meetings should be published at least 48 hours in advance of the committee meeting:

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 12th day of May 2025, by a two-thirds majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 8.2. of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners as follows:

Add the following sentence to the end of Rule 8.2.d:

Each committee meeting’s agenda should be provided to the committee members and published on the County’s website at least 48 hours prior to the respective committee meeting. The agenda should “reasonably describe” the matters to be deliberated or acted upon. Resolutions filed after the 48 hour agenda is posted may be considered by the committee upon majority vote of the committee and the recommendation of the committee transmitted to the Commission as a whole.

Posting the agenda to the County website will be deemed to meet the requirements of this rule. Nothing in this rule shall be construed as requiring committee consideration prior to introduction at the meeting of the Commission as a whole.

  
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 C. Anderson, Williamson County Mayor

Date

Resolution No. 5-25-28  
Requested by: IT Department

RESOLUTION ADOPTING A GENERATIVE ARTIFICIAL INTELLIGENCE POLICY  
FOR WILLIAMSON COUNTY DEPARTMENTS

WHEREAS, Generative Artificial Intelligence (“GenAI”) is a type of artificial intelligence that can create original content such as text, images, videos, audio, or software code in response to a user’s prompts; and

WHEREAS, GenAI models is a rather new technology that is used in accordance with applicable law and within certain guidelines concerning its use with day to day activities; and

WHEREAS, the Williamson County Information Technology Department sees the benefit of implementing GenAI for certain tasks subject to the provisions of the policy; and

WHEREAS, the use of GenAI is not without its concerns regarding the output of certain GenAI models and the possibilities of false based responses; and

WHEREAS, while the Board of Commissioners is aware the existence of GenAI, a policy is needed to mitigate any risks to the general public:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this 12th day of May, 2025, adopts the Generative Artificial Intelligence policy, which is attached as Exhibit A to this resolution;

AND BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage, the public welfare requiring it.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee	For 5	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date

**WILLIAMSON COUNTY, TENNESSEE**  
**GENERATIVE ARTIFICIAL INTELLIGENCE POLICY FOR WILLIAMSON COUNTY DEPARTMENTS**

**PURPOSE**

The purpose of this policy is to establish guidelines for the use of Generative Artificial Intelligence by Williamson County departments and offices.

**SCOPE**

This Generative AI policy (“Policy”) governs the use of Generative AI tools by staff, officers, and employees (the “County Employee”) in the performance of their functions for or on behalf of Williamson County, Tennessee. Because this Policy may be updated from time to time, County Employees are encouraged to regularly review the most recent version of this Policy.

It is Williamson County’s policy that use of all County owned computers, computer applications, computer programs, internet resources, and network/internet communications shall be conducted in a responsible, professional, ethical, and lawful manner. This policy applies to the use of all Generative AI applications and any similar Generative AI technologies that may be created in the future. In addition to the specific provisions of this policy, all Williamson County employees utilizing AI must do so in accordance with the general requirements of Policy 7.03, Use of County Equipment and Technology.

**DEFINITIONS**

- **Artificial Intelligence (“AI”)** means machine-based systems that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI tools use machine and human-based inputs to perceive real and virtual environments, abstract such perceptions into models through analysis in an automated manner, and use model inferences to formulate options for information or action.
- **“Confidential Information”** means any documentation, business, or technical information belonging to Williamson County or other third parties, that is not publicly known or that has been provided or received under an obligation to maintain the information as confidential. “Confidential Information” does not include materials subject to disclosure under the Tennessee Public Records Act, and if application of this policy would conflict with the Public Records Act in any situation, the Public Records Act shall control.
- **“Generative AI”** includes any machine-based tool designed to consider user questions, prompts, and other inputs (e.g., text, images, videos) to generate a human-like output (e.g., a response to a question, a written document, software code, or a product design). Generative AI includes both standalone offerings such as ChatGPT, Bard, Stable Diffusion, and offerings that are embedded in other software, such as Copilot.
- **“Input”** means the prompt submitted to the Generative AI tool. For the purposes of this policy, “prompt” shall not include the use of spelling or grammatical checks or technology for human generated content.
- **“Personal Information”** means any information that, whether alone or in combination with other available information, identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual.
- **“Output”** means the content generated by use of the Generative AI tools in response to a user’s input.

**POLICY**

---

All Williamson County employees are subject to the following guidelines when using Generative AI tools for work-related functions:

- **Use of Generative AI Tools/Software (including free tools):** No Williamson County employee shall acquire Generative AI products or products that contain functions that rely on Generative AI to operate without first obtaining approval from the employee's Department Director and the Director of the Williamson County Information Technology Department. Only Generative AI tools approved by the County's Information Technology Department ("IT") may be used by County departments and offices for County business. Generative AI tools that have not been approved by IT are prohibited from being used on County computers or for County business. Employees may contact IT to request that a specific Generative AI tool be reviewed for potential approval and use.
  - **General Limitation on Use of Generative AI.**
    - Employees shall not input any Confidential Information into Generative AI tools.
    - Employees must not input any Personal Information about County employees into a Generative AI tool.
    - Employees shall not rely upon, implement, or use decisions reached solely based on AI output where such decisions may impact citizens or other County employees and there is no meaningful human oversight of the decision or decision-making process.
    - Generative AI shall not be used to generate malicious or unlawful content under any circumstances.
    - Employees shall not generate or alter human likenesses or voices in a manner that may appear realistic, such as "deepfakes", for any malicious or unlawful purpose. In the event that any human likeness or voice is generated or altered for reasons that are permissible under this Policy, such alterations shall be clearly identified in any materials used.
    - Employees must respect Intellectual Property ("IP") rights with the intent of protecting applicable IP rights. It is incumbent on County employees to ensure that the inputs and the outputs of their AI tools are properly protected in compliance with copyright, trademark, patent, and other applicable laws, data protection regulations, and laws related to identity theft.
  - **Accuracy of the output provided by Generative AI tools.** County employees must independently verify the accuracy of information generated by Generative AI tools prior to relying on such information. Generative AI tools should not be relied upon without confirmation of accuracy from additional sources. It is possible for Generative AI-generated content to be inaccurate, biased, or entirely fabricated. Note: Any Generative AI content may contain copyrighted, trademarked, or patented material, and the employee is responsible for ensuring that any such material is used in accordance with applicable law.
  - **Disclose the use of Generative AI tools:** All County employees who use Generative AI to produce any written materials or other work product must disclose that those materials and that work product are based on or derived from the use of Generative AI. Employees must always be transparent when using output from a Generative AI tool.
  - **Comply with third-party intellectual property rights:** All County employees who quote, paraphrase, or borrow ideas from the output of Generative AI tools must confirm that the output is accurate and that the employee is not plagiarizing another party's existing work or otherwise violating another party's intellectual property rights.
-

- **Prohibition on use of Generative AI tools to produce malicious content:** County employees are prohibited from using Generative AI tools to generate malicious content, such as malware, viruses, worms, or trojan horses that may have the ability to circumvent access control measures put in place by Williamson County, or any other third-party entity, to prevent unauthorized access to the County's networks.
  - **Periodic Training.** IT shall conduct Generative AI training for all employees who may work with Generative AI tools, regarding the safe use of Generative AI tools and potential risks. Proof of such training shall be placed in the employee's personnel file. An employee may not use Generative AI tools for County business without first attending such training.
  - **Examples of permissible uses.**
    - Repetitive Task. Generative AI can be useful for automating repetitive tasks that can consume significant amounts of time and effort.
    - Data Analysis. Generative AI can be used to assist County employees to analyze large volumes of data, identify patterns, trends, and insights, and make data driven decisions.
-

Resolution No. 5-25-29  
Requested by: Williamson County Library

**RESOLUTION ACCEPTING A DONATION FROM BOY SCOUT TROOP 297 IN FAIRVIEW  
ON BEHALF OF THE WILLIAMSON COUNTY LIBRARY**

- WHEREAS,** Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and
- WHEREAS,** the Williamson County Library's Fairview branch has received a donation of a picnic area from Boy Scout Troop 297 in Fairview led by Scout Johnny Jones; and
- WHEREAS,** the project consists of two concrete pads, a bench and side table, and a picnic table and was constructed by the Boy Scouts from materials and/or services donated by the Friends of the Fairview Library, Smyrna Ready Mix, Williamson County Highway Department, and Steakley and Co.; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the donation on behalf of the Williamson County Library:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, on behalf of the Williamson County Library, accepts the donation from Boy Scout Troop 297 in Fairview.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date



Resolution No. 5-25-30  
Requested by: Williamson County Opioid Task Force

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH MIDDLE TENNESSEE STATE UNIVERSITY  
CONCERNING OPIOID ABATEMENT GRANTEE DATA TRACKING AND EVALUATION**

**WHEREAS,** Williamson County (“County”) and Middle Tennessee State University (“MTSU”) are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101*, et. seq.; and

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


**WHEREAS,** last year MTSU provided much needed subject-matter knowledge, support, and data to the Task Force through grantee data tracking and evaluation services and is able to continue providing these services to the Task Force (“Services”); and

**WHEREAS,** the cost of these Services for the upcoming fiscal year is Sixty-Four Thousand Six Hundred and 00/100 Dollars (\$64,600.00), which the County intends to pay from Opioid Abatement Funds; and

**WHEREAS,** this is a permitted use of the Opioid Abatement Funds and the Task Force will still make the final recommendation to the Board of Commissioners regarding which opioid abatement projects to fund; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into an interlocal agreement with MTSU concerning opioid abatement grantee data tracking and evaluation services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 12<sup>th</sup> day of May, 2025, hereby authorizes the Williamson County Mayor to execute an interlocal agreement and all other documents with MTSU to define the rights, obligations, and responsibilities of the parties concerning opioid abatement grantee data tracking and evaluation services.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Opioid Task Force	For <u>8</u>	Against <u>0</u>		
Public Health Committee	For <u>      </u>	Against <u>      </u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken:	For <u>      </u>	Against <u>      </u>	Pass <u>      </u>	Out <u>      </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND  
MIDDLE TENNESSEE STATE UNIVERSITY**

**THIS INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into pursuant to Tennessee Code Annotated, Sections 12-9-101, et seq., by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), and **MIDDLE TENNESSEE STATE UNIVERSITY**, (hereinafter "MTSU"), to establish the terms, responsibilities, and financial obligations of the parties for the provision of services supporting the County's opioid abatement and remediation Community Grant Program, including application and rubric assistance, proposal scoring and recommendations, and grantee data tracking and evaluations services ("Services").

**RECITALS**

**WHEREAS**, County and MTSU have the authority pursuant to Tennessee Code Annotated, Section 12-9-104, to enter into interlocal agreements to provide services to their citizens; and

**WHEREAS**, the County, through its Opioid Task Force, funds the implementation of opioid abatement and remediation strategies throughout the County through their Community Grant Program with distributions received via the National Opioid Settlements ("Opioid Abatement Funds"); and

**WHEREAS**, MTSU's Center for Health and Human Services has valuable experience and knowledge in reviewing opioid abatement and remediation strategies and aiding counties in their Community Grant Programs; and

**WHEREAS**, the County finds it in its best interest for MTSU to provide application and rubric assistance, proposal scoring and recommendations, and grantee data tracking and evaluation services to aid in the Opioid Task Force's implementation of the Community Grant Program; and

**WHEREAS**, the cost of MTSU providing the Services to the County is Sixty-Four Thousand Six Hundred and 00/100 Dollars (\$64,600.00); and

**WHEREAS**, the County and MTSU have determined it to be in the best interest of the County's citizens and MTSU to enter into this Agreement for the provision of the Services:

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

- I. **Purpose of Agreement.** MTSU provides the Services to the County to aid in the County's Opioid Task Force Community Grant Program.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated, Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible prior to the execution of this Agreement.
- III. **Services.** The Services that will be provided by MTSU are those described in this Agreement and included in Attachment A. The budget for such Services is included in Attachment B.
- IV. **Compensation.** The County shall pay MTSU **Sixty-Four Thousand Six Hundred and 00/100 Dollars (\$64,600.00)** for the provision of the Services.
- V. **Term.** The initial term of this Agreement shall be for a period of one year, beginning on July 7, 2025 and extending through July 6, 2026. The parties may extend this Agreement for additional one-year terms through written amendment to this Agreement. Alternatively, the parties may enter into a new agreement at any time to supersede this Agreement.
- VI. **Amendment.** Any and all amendments to this Agreement must be written amendments, signed by all parties, and approved by all applicable County officials.

- VII. Termination—Breach. Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have fourteen (14) calendar days from the receipt of the notice to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party. Termination of this Agreement by the non-breaching party for any breach by the breaching party shall be in addition to any other remedies available for such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other available remedy, including without limitation, injunctive relief and/or money charges.
- VIII. Notices. All notices under this Agreement shall be given in writing, addressed to the following persons:

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

To: Middle Tennessee State University  
 Building/Room BLDG ING/ ROOM 013  
 1672 Greenland Drive  
 Murfreesboro, TN 37132  
 United States  
 Phone +1 675-904-8398

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

- IX. Miscellaneous.
- a. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.
  - b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
  - c. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
  - d. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
  - e. Assignment. The rights and obligations of this Agreement are not assignable.
  - f. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- g. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a state court of competent jurisdiction sitting in Williamson County, Tennessee or federal court sitting in Davidson County, Tennessee.
- h. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.

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

WILLIAMSON COUNTY, TENNESSEE:

MIDDLE TENNESSEE STATE UNIVERSITY:

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

*Anna A Bullock*  
Williamson County Attorney

\_\_\_\_\_  
University Counsel

**ATTACHMENT A  
SERVICES**

MTSU will assist the County's Opioid Abatement Task Force Grant Program and related opioid abatement and prevention efforts by providing Grantee Data Tracking and Evaluation Services, including:

1. Creating an application for receiving community proposals
2. Creating an in-depth scoring rubric for reviewing community proposals
3. Facilitating local grant workshops to increase quality of applications
4. Utilizing subject matter experts to score community proposals
5. Providing rankings and recommendations of received community proposals
6. Tracking the success of grantees and gathering quarterly data updates
7. Formatting results from grant projects into actionable reports and maps for the Williamson County Opioid Task Force

ATTACHMENT B  
2025-2026 BUDGET

Tier 3	
<b>a. Salaries</b>	
OPSR Director: Cynthia Chafin 3% of CY for Tier 2, 5% of CY for Tier 3	\$ 5,100
OPSR State Person: 30% effort in kind for evaluation for Tier 3 only	
Senior Projects Coordinator: 20% for Tier 2 & 3. Sarah Gwinn (Base salary of \$62,500)	\$ 12,500
<b>Salaries Subtotal</b>	<b>\$ 17,600</b>
<b>b. Benefits &amp; Taxes</b>	
Chafin: Full benefits (36.68%)	\$ 1,871
Coordinator: Full Benefits (34.1%)	\$ 4,263
<b>Benefits and Taxes Subtotal</b>	<b>\$ 6,100</b>
<b>c. Professional Fee/Grant Award</b>	
Reviewer Stipends: 2 external reviewers per review round, \$250 per application, anticipating applications from 20 organizations.	\$ 10,000
Data Science Institute: budgeting for \$10,000, with 133 hours at \$75 per hr for the grant term.	\$ 9,975
<b>Professional Fee/Grant Award Subtotal</b>	<b>\$ 20,000</b>
<b>d. Supplies</b>	
General office supplies pertaining to County activities	\$ 500
<b>Supplies Subtotal</b>	<b>\$ 500</b>
<b>e. Telephone</b>	
<b>Telephone Subtotal</b>	<b>\$ -</b>
<b>f. Postage &amp; Shipping</b>	
<b>Postage &amp; Shipping Subtotal</b>	<b>\$ -</b>
<b>g. Occupancy</b>	

Occupancy Subtotal		\$	-
h. Equipment Rental & Maintenance			
Equipment Rental & Maintenance Subtotal		\$	-
i. Printing & Publications			
Printing: Annual Report publication with CMS	\$	2,000	
Printing & Publications Subtotal	\$	2,000	
j. Travel/Conferences & Meetings			
Mileage reimbursement at CONUS rate of \$ .67, allocating \$3,000 for the year.	\$	3,000	
Travel/Conferences & Meetings Subtotal	\$	3,000	
k. Interest (N/A)			
Interest Subtotal		\$	-
l. Insurance			
Insurance Subtotal		\$	-
Specific Assistance to Individuals Subtotal			
Specific Assistance to Individuals Subtotal		\$	-
n. Depreciation			
Depreciation Subtotal		\$	-
o. Other Non-Personnel			
Other Subtotal		\$	-
p. Capital Purchase			
Capital Purchase Subtotal		\$	-
q. Total Direct Costs	\$	49,200	
r. Indirect Costs: (31.3%)	\$	15,400	
s. Total Contract and In-Kind Costs	\$	64,600	

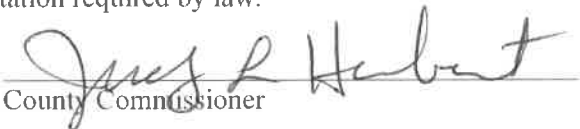
Resolution No. 5-25-31  
Requested by: Property Assessor's Office

**A RESOLUTION AUTHORIZING A CONTINUOUS THREE (3) YEAR REAPPRAISAL CYCLE  
AND APPROVING THE PLAN FOR REAPPRAISAL IN WILLIAMSON COUNTY AS  
SUBMITTED BY THE ASSESSOR OF PROPERTY FOR WILLIAMSON COUNTY**

- WHEREAS,** Tennessee Code Annotated, Section 67-5-1601 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in the State of Tennessee; and
- WHEREAS,** in accordance with Tenn. Code Ann. § 67-5-1601, a reappraisal program may be carried out using a continuous three-year cycle, provided that the assessor submits a plan, and it is approved by the State Board of Equalization; and
- WHEREAS,** a three (3) year cycle requires an on-site review of each parcel of real property over a two (2) year period, followed by a reevaluation of all reviewed properties; and
- WHEREAS,** the Williamson County Board of Commissioners accepts that by approving a three (3) year reappraisal cycle, the sales ratio study will be conducted during the second year of the reappraisal cycle and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization; and
- WHEREAS,** in accordance with Tennessee Code Annotated, Section 67-5-1601, the Assessor of Property for Williamson County has prepared a three (3) year cycle reappraisal plan for carrying out Williamson County's reappraisal program which must be reviewed and acted upon by resolution of the County legislative body and the County Mayor (a copy of the plan is attached hereto); and
- WHEREAS,** the Williamson County Board of Commissioners has reviewed and approved the Assessor of Property's proposed three (3) year cycle reappraisal plan and desires to communicate its approval to the Tennessee State Board of Equalization:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this the 12<sup>th</sup> day of May, 2025, pursuant to Tenn. Code Ann. § 67-5-1601, the property reappraisal shall be conducted in Williamson County by a continuous three (3) year cycle beginning as of the 1<sup>st</sup> day of July 2025 to be comprised of an on-site review of each parcel of real property over a two (2) year period followed by reevaluation of all such property for tax year 2028;

**AND BE IT FURTHER RESOLVED,** that a copy of this resolution be forwarded to the Tennessee State Board of Equalization including any other documentation required by law.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Tax Study Committee:	For <u>3</u>	Against <u>0</u>	Pass <u>      </u>	Out <u>      </u>
Budget Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>      </u>	Out <u>      </u>
Commission Action Taken:	For <u>      </u>	Against <u>      </u>	Pass <u>      </u>	Out <u>      </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date




Resolution No. 5-25-32  
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH THE CITY OF FAIRVIEW, TENNESSEE  
RELATED TO THE ANNEXATION OF NONCONTIGUOUS PARCELS  
WITHIN THE URBAN GROWTH BOUNDARY**

- WHEREAS,** the parties to the interlocal agreement are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101*, et. seq.; and
- WHEREAS,** Tennessee Code Annotated, Section 6-51-104(d) provides that should a municipality annex territory that does not adjoin the municipality's boundary, the municipality and county shall, to the degree it is deemed necessary, enter into interlocal agreements for the maintenance of the roads and bridges comprising of the primary route; and
- WHEREAS,** the City of Fairview ("City") is in the process of annexing two parcels along Crow Cut Road that are not contiguous to the City's boundaries, but are within the City's Urban Growth Boundary; and
- WHEREAS,** Crow Cut Road is the primary route between the territory proposed for annexation and the City's boundary; and
- WHEREAS,** because the portion of Crow Cut Road that connects the annexed territory and the City Boundary is a county road in the unincorporated area, the parties have determined that an interlocal agreement is needed to shift financial responsibility for the maintenance and care for the portion of Crow Cut Road at issue to the City of Fairview; and
- WHEREAS,** the parties have determined the interlocal agreement is beneficial to all parties and as such authorizes the Williamson County Mayor to execute the attached interlocal agreement and all other documents relating to the reimbursement of costs for the maintenance and care for the portion of Crow Cut Road that lies between the annexed territory and the City of Fairview's boundary:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 12<sup>th</sup> day of May, 2025, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other amendments, extensions, and documents with the City of Fairview, to define the parties' financial and contractual obligations and responsibilities concerning the maintenance and care of Crow Cut Road that runs from the annexed territory to the City of Fairview's boundary.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE  
CITY OF FAIRVIEW, TENNESSEE FOR THE PERFORMANCE OF ROAD WORK**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of its Highway Department ("Highway"), and the **CITY OF FAIRVIEW, TENNESSEE** ("City"), a municipal government located at 7100 City Center Circle, Fairview, Tennessee 37062, to establish the terms and financial responsibilities for the reimbursement of road work along a portion of Crow Cut Road Fairview, Tennessee.

WHEREAS, under Tenn. Code Ann. § 12-9-108, County, on behalf of its Highway Department, and City are authorized to contract with one another for the performance of any governmental service, activity, or undertaking that each entity is individually authorized by law to perform; and

WHEREAS, Tenn. Code Ann. § 54-7-202(d) authorizes county highway departments to perform work for other governmental entities as long as such work is first approved by the county legislative body and the highway department is reimbursed for the work; and

WHEREAS, Tenn. Code Ann. § 6-51-104(d)(4) provides that should a municipality annex territory that does not adjoin the municipalities boundary, the municipality and county shall, to the degree it is deemed necessary, enter into interlocal agreements for the maintenance of the roads and bridges comprising of the primary route; and

WHEREAS, This Agreement is in the best interest of County and City:

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: City is in the process of annexing two (2) parcels located in the unincorporated area of the County but within the City's urban growth boundary. Tenn. Code Ann. § 6-51-104 provides that if a municipality is seeking to annex territory that is not continuous to the municipalities border, the municipality and county shall enter into interlocal agreements for the provision of emergency services as well maintenance of the primary routes between the annexed property and the municipalities boundary. The purpose of this Agreement is to set forth the responsibilities and financial obligations concerning the maintenance of Crow Cut Road in the City beginning at the outer most boundary of the parcels being proposed for annexation and continuing up to City's boundary.
2. Authority: This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and Section 6-51-104. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
3. Duties and Responsibilities:
  - a. County shall remain responsible for maintaining Crow Cut Road to its current standards. In the event County provides maintenance to the road or to the right-of-way, County shall forward an invoice within sixty (60) days of conducting any work along Crow Cut Road describing the work and the costs of the work.
  - b. County shall provide all materials, equipment, machinery, tools, and all other items required for the completion of any road project.
  - c. City shall reimburse the Highway Department for the costs of all aspects of conducting the road work on the portion of Crow Cut Road beginning from the furthest parcel from the City boundary including, but not limited to, costs for labor, material, and equipment. City shall make payment to the Highway Department no later than thirty days after receipt of an invoice from the Highway Department.

- d. County shall submit monthly statements to City for reimbursement of services rendered, if any. The statements shall be based on actual payroll and material costs and direct expenses incurred. City shall make payments within thirty (30) days in response to County's monthly statements.
  - e. In the event the Highway Superintendent determines a road project should be performed by the Highway Department along the portion of Crow Cut Road which exceeds Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), then the Chief Administrative Officer shall seek separate approval from the City Mayor prior to initiating the project.
  - f. All amounts paid to County in accordance with this Agreement shall be deposited in the appropriate county fund. County shall reimburse the Highway Department through its general fund for the project costs, including materials, supplies, equipment and personnel.
4. Term & Termination.
- a. *Term.* The term of this Agreement will begin on the date this Agreement is signed by all required parties and shall end on the date City's legislative body annexes the portion of said Crow Cut Road into City's boundary.
  - b. *Termination.* The parties may agree in writing to terminate this Agreement to be effective on the agreed upon termination date.
5. Miscellaneous.
- a. *Modification to Agreement.* This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written agreement executed by both parties.
  - b. *No Third-Party Beneficiaries.* The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
  - c. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.
  - d. *Force Majeure.* Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under this Agreement arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under this Agreement or grounds for termination 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 alternative sources, workaround plans, or other means. The non-performing party must notify the other party of any delay caused by a Force Majeure Event 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 the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately

terminate this Agreement, in whole or in part, without further payment or obligation to perform. 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 non-performing party continues to use diligent, good faith efforts to resume performance without delay.

- e. *No Warranties.* County, as the entity performing the road work states that it offers no warranties of any kind express or implied including, but not limited to, fitness for use.
- f. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity. County shall have no liability as to any action in the furtherance of this Agreement unless otherwise specified under Tennessee Law.
- g. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party contrary to the terms of this paragraph.
- h. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.
- i. *Compliance with Law.* Both parties agree to comply with any applicable federal, state or local laws and regulations. Both parties agree not to 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, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- j. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- k. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- l. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.
- m. *Notice.* All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the addresses listed above or at such other address as either party shall designate by written notice to the other.
- n. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of City and then by the authorized representatives of County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date this Agreement is fully executed by all required parties+

**LAST ITEM ON PAGE**  
**SIGNATURE PAGE TO FOLLOW**

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

**WILLIAMSON COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Williamson County Attorney

**CITY OF FAIRVIEW, TENNESSEE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Fairview City Attorney

Resolution No. 5-25-33

Requested by: Emergency Management Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A  
GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY,  
TENNESSEE EMERGENCY MANAGEMENT AGENCY  
REVENUES TO COME FROM EMERGENCY MANAGEMENT PERFORMANCE GRANT**

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

**WHEREAS,** the Federal Emergency Management Agency provides funding to subsidize the Williamson County Emergency Management Agency through the Emergency Management Performance Grant program ("Grant"); and

**WHEREAS,** the current operating budget included \$51,477.00 as pass-through federal funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency; and

**WHEREAS,** the Grant goes towards salary costs and requires a match which is met with an equal amount of salary expenditures; 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, Department of Military, Tennessee Emergency Management Agency to fund salary costs:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of May, 2025, hereby authorizes the Williamson County Mayor to execute a grant contract with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, as well as all other related documents and amendments necessary to receive the grant funds.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**


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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

<div><div><b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date 10/01/2023		End Date 09/30/2025		Agency Tracking # 34101-35025	
Grantee Legal Entity Name WILLIAMSON COUNTY				Edison ID 50	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 97.042			
		Grantee's fiscal year end June 30th			
Service Caption (one line only) EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		51,476.85			51,476.85
TOTAL:		51,476.85			51,476.85
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Emergency Management Performance Grant Program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. § 5121 et seq.), to provide grant funding to assist state emergency management agencies and local emergency management agencies in obtaining the resources required to support the National Preparedness Goal's associated Mission Areas and Core Capabilities. This grant increases the State and local effectiveness by providing the necessary direction, coordination, guidance, and assistance as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards. The Grants are open to all local governments, state agencies, tribal and territorial governments as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) This contract was negotiated with a local governmental entity which follows the state and local procurement laws, federal government Office of Management and Budget (A-87, Principles for State, Local, and Indian Tribal Governments), and in accordance with the Code of Federal Regulations 44.13.36 for procurement.			
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) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
WILLIAMSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding subsidize emergency management, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 50

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al.
- A.3. The Grantee shall submit a Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and TEMA Emergency Management Performance Grant Program Manager.
- A.4. The Grantee shall align their Program Worksheet (PW) with the approved State EMPG work plan and included project activities, which
  - a. Addresses mutually agreed-upon priorities and capability gaps for the State based on the current Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).
  - b. Correlates with preparedness activities outlined and projected in the Integrated Preparedness Plan (IPP).
  - c. Are associated with at least one or more corresponding Federal Emergency Management Agency (FEMA) Core Capabilities.
- A.5. Each Grantee will incorporate the PW as a part of Attachment 2. In addition, the Grantee shall submit updates quarterly due 15 days after the end of each quarter, (April 15, July 15, November 15, January 15) to the appropriate Regional Director (RD) that include the following:
  - a. Updates on progress on activities in the PW.
  - b. Any trainings held during the quarter.
    - 1. Name of the training.
    - 2. Who taught/facilitated the training.
    - 3. Date of the training.
    - 4. Number of individuals that attended the training.
  - c. Any exercises or planning meetings for exercises held in the quarter.
    - 1. Type of exercise.



2. Date of exercise or meeting.
  3. Update on progress of exercise, or outcome if exercise completed.
  4. Areas of improvement based on outcome of exercise.
- d. List of training instructors in the region.
- e. Any engagement to review or update Basic Emergency Operations Plans (BEOPs) as authorized by Tenn. Code Ann. 58-2-106(b)(2-4), facilitation of efforts to review and update local Hazard Mitigation Plans, or any engagement efforts in support of other emergency plans including but not limited to Continuity of Operations (COOP), school or campus safety plans, emergency plans for dams and levees, and local community disaster recovery plans.
- A.6. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
  - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
  - c. the Grantee's proposal (Attachment 2) incorporated hereto as additional description of the scope of services requirements.
- A.7. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 3.
- B. TERM OF CONTRACT:**
- B.1. This Grant Contract shall be effective for the period beginning on October 1, 2023 ("Effective Date") and ending on September 30, 2025 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
    - (1) Activities that are reasonably related to the Scope of Services;
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate

funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.

- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
  - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
  - (2) the relevant federal agency fails or refuses to finalize a grant; or
  - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is October 1, 2023.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifty-one thousand, four hundred seventy-six dollars and 85/100 (\$51,476.85) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

James Tabor, Grants Manager  
 Tennessee Emergency Management Agency  
 3041 Sidco Drive  
 Nashville, TN 37204  
[james.tabor@tn.gov](mailto:james.tabor@tn.gov)  
 Phone #: (615) 741-3018

- 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 Military, Tennessee Emergency Management Agency
- (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 and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed

by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. 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.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period 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:

Todd Jones, Director  
East TN Region  
803 North Concord Street  
Knoxville, TN 37919  
[todd.jones@tn.gov](mailto:todd.jones@tn.gov)  
Phone #: (865) 594-5664

Brent Morse, Director  
Middle TN Region  
3041 Sidco Drive  
Nashville, TN 37204  
[brent.morse@tn.gov](mailto:brent.morse@tn.gov)  
Phone #: (615) 741-0231

Charles Hall, Director  
Southeast TN Region  
1801 South Holtzclaw Avenue, 2<sup>nd</sup> Floor  
Chattanooga, TN 37404  
[charles.hall@tn.gov](mailto:charles.hall@tn.gov)  
Phone #: (615) 418-7803

Mack Green, Director  
West TN Region  
PO Box 1383  
Jackson, TN 38302  
[mack.green@tn.gov](mailto:mack.green@tn.gov)  
Phone #: (731) 426-0630

The Grantee:

Rogers Anderson, Mayor  
Williamson County

1320 West Main St., Suite 125  
 Franklin, TN 37064  
[rogers.anderson@williamsoncounty-tn.gov](mailto:rogers.anderson@williamsoncounty-tn.gov)  
 Telephone #: (615) 790-5700

Point of Contact:

Todd Horton, Director  
 Williamson County EMA  
 304 Beasley Dr.  
 Franklin, TN 37064  
[todd.horton@williamsoncounty-tn.gov](mailto: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. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary

to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. 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 ten thousand dollars (\$10,000.00).

- 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

**RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO APPLY FOR GRANT FUNDING TO ACQUIRE A Lenco BEARCAT TACTICAL VEHICLE CONDITIONED ON USING THE EQUIPMENT FOR A PUBLIC PURPOSE AND IN ACCORDANCE WITH APPLICABLE LAW**

- WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state and federal agencies; and
- WHEREAS,** the Williamson County Sheriff's Office is in need of equipment for search and rescue incidents; and
- WHEREAS,** there are several items contained on a Prohibited or Controlled Equipment List which local law enforcement entities may seek possession of and use; and
- WHEREAS,** the Sheriff's Office is in need of a bearcat tactical vehicle for disaster-related emergency response, active shooter scenarios, hostage, and other related purposes which is available through the program; and
- WHEREAS,** the Security Grant requires approval from the local legislative body; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize Williamson County to submit a grant request to obtain a bearcat tactical vehicle on behalf of the Williamson County Sheriff's Office:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of May, 2025, hereby authorizes the Williamson County Mayor to seek a grant to obtain a bearcat tactical vehicle from the Prohibited or Controlled Equipment List on behalf of the Williamson County Sheriff's Office, conditioned on the County using the vehicle in accordance with all applicable FEMA requirements and applicable law;

**BE IT FURTHER RESOLVED,** any equipment received by the Sheriff's Office through the Prohibited or Controlled Equipment List shall not be used to infringe upon any right held by a Williamson County citizen, notwithstanding any use needed to mitigate eminent hard to life;

**AND BE IT FURTHER RESOLVED,** that the Board of Commissioners hereby approves the Williamson County Sheriff's Office to pursue a Lenco Bearcat Tactical vehicle conditioned on not being utilized to enforce any action that violates the United States Constitution and the State of Tennessee's Constitution.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety	For 4	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF TWO K-9 WITH THE  
WILLIAMSON COUNTY SHERIFF'S OFFICE TO THEIR RESPECTIVE  
LAW ENFORCEMENT HANDLERS**

- WHEREAS,** the Williamson County Sheriff's Office requests the Board of Commissioners surplus and authorize Williamson County to transfer ownership of a Belgian Malinois K-9 officer named Cas and a Dutch Malinois K-9 officer named Hattie; and
- WHEREAS,** Investigator Chandler Rowe is the handler for Cas, a K-9 officer who has served with the Williamson County Sheriff's Office since December 2020; and
- WHEREAS,** Cas's service as a Sheriff K-9 to Williamson County, that included detecting narcotics, tracking, and apprehension, has come to a conclusion and as such is set to retire from service; and
- WHEREAS,** Lt. Brad Fann is the handler for Hattie, a K-9 officer who has served with the Williamson County Sheriff's Office since October of 2020; and
- WHEREAS,** Hattie's service as a Sheriff K-9 to Williamson County, that included detecting narcotics and apprehension, has come to a conclusion and as such is set to retire from service; and
- WHEREAS,** the Williamson County Board of Commissioners finds that the cost of care for retired K-9 dogs can exceed the value of the animal and finds that it is in the interest of Williamson County to transfer ownership of Cas to Chandler Rowe and to transfer ownership of Hattie to Lt. Brad Fann; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, on behalf of the Williamson County Sheriff's Office and recognizing Cas's and Hattie's service to Williamson County, surpluses and transfers all ownership interest in Cas to Investigator Chandler Rowe upon the K-9's retirement and surpluses and transfers all ownership interest in Hattie to Lt. Brad Fann upon the K-9's retirement.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-25-36  
Requested by: Sheriff's Office

**RESOLUTION ACCEPTING A CONDITIONAL DONATION OF A LAW ENFORCEMENT  
TRAINED BELGIAN MALINOIS CANINE ON BEHALF OF THE  
WILLIAMSON COUNTY SHERIFF'S OFFICE**

- 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,** Jessica and Charlie Richard own a three (3) year old Belgian Malinois that has been trained in the detection of narcotics which they desire to donate to the Williamson County Sheriff's Office conditioned on the canine being used for law enforcement purposes; and
- WHEREAS,** the Sheriff's Office desires to accept the conditional donation of the three (3) year old Belgian Malinois canine conditioned on the Sheriff's Office using the canine for law enforcement purposes until such time as the Sheriff determines; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation of the Belgian Malinois canine from Jessica and Charlie Richard with the condition that the canine operate in a law enforcement capacity:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May 2025, on behalf of the Williamson County Sheriff's Office, accepts the generous conditional donation of the three (3) year old Belgian Malinois canine from Jessica and Charlie Richard conditioned on the canine being used for law enforcement purposes until such time as the Sheriff determines, and authorizes the Williamson County Mayor to execute any documents necessary to receive the conditional donation;

**AND BE IT FURTHER RESOLVED,** that in the event the Sheriff's Office determines that the Belgian Malinois is no longer needed to serve for law enforcement purposes, the ownership in the canine shall revert back to Jessica and Charlie Richard should they so desire, upon the declaration by the Williamson County Commission that the canine is surplus.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-25-37  
Requested by: Animal Center Director

**RESOLUTION ACCEPTING THE DONATION OF A 2025 ENCLOSED ADOPTION TRAILER  
FROM MARC AND CINDY ENDERLE THROUGH FRIENDS OF WCAC, ON BEHALF OF  
WILLIAMSON COUNTY ANIMAL CENTER**

- 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,** Mark and Cindy Enderle purchased a 2025 Enclosed Adoption Trailer (model/series EA712), vehicle identification number 1J9BE122XSD349360; and
- WHEREAS,** Mark and Cindy Enderle, through FRIENDS of WCAC, have generously offered to donate the 2025 Enclosed Adoption Trailer to the Williamson County Animal Center upon approval of the Williamson County Board of Commissioners; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation from Mark and Cindy Enderle and FRIENDS of WCAC for the 2025 Enclosed Adoption Trailer (model/series EA712):

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this 12<sup>th</sup> day of May, 2025 on behalf of the Williamson County Animal Center, accepts the generous donation of a 2025 Trailer (model/series EA712), vehicle identification number 1J9BE122XSD349360 from Mark and Cindy Enderle and Friends of WCAC, authorizes the Williamson County Mayor to execute any documents necessary to receive title to the trailer



**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>4</u>	Against <u>0</u>
Public Health Committee	For <u>  </u>	Against <u>  </u>
Budget Committee	For <u>4</u>	Against <u>0</u>

Commission Action Taken: For    Against    Pass    Out   

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor



Resolution No. 5-25-38  
Requested by: Sheriff's Office

**RESOLUTION DECLARING CERTAIN WILLIAMSON COUNTY SHERIFF'S OFFICE  
OWNED WEAPONS SURPLUS**

**WHEREAS,** pursuant to *Tennessee Code Annotated* § 5-14-108, county owned real and personal property must first be declared as surplus by the local legislative body before it can be disposed; and

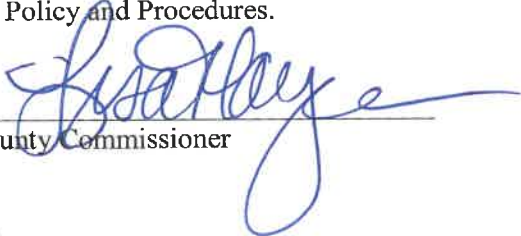
**WHEREAS,** the Williamson County Sheriff's Office currently has weapons that it no longer uses; and

**WHEREAS,** the maintenance and upkeep of the old weapons have become cost prohibitive when compared to the purchase of new weapons; and

**WHEREAS,** should the Board of Commissioners declare the weapons surplus, it is the intent of the Williamson County Sheriff's Office to seek bids for the highest return against the purchase of new weapons; and

**WHEREAS,** the Williamson County Board of Commissioners finds it to be in the best interest of Williamson County to declare the weapons listed on Attachment A, surplus to be disposed of by acceptance of bids from Class 3 Law Enforcement Weapons Dealers:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this the 12<sup>th</sup> day of May, 2025, declares the weapons listed on Attachment A as surplus to be bid out to Class 3 Law Enforcement Weapons Dealers for the highest trade-in return against the purchase of new weapons and related equipment or any combination thereof in accordance with the Williamson County Purchasing Policy and Procedures.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

ATTACHMENT  
(CONTAINING 3 PAGES)

WCSO TRADE		
<u>Make</u>	<u>Model</u>	<u>Serial No</u>
Glock	43X	BVDM920
Glock	43X	BVDM910
Glock	43X	BUDG864
Glock	43X	BVDM907
Glock	43X	BUDG859
Glock	43X	BVDM909
Glock	43X	BUDG868
Glock	43X	BSZE902
Glock	43X	BVDM912
Glock	43X	BUDG869
Glock	43X	BSZE885
Glock	43X	BUDG861
Glock	43X	BVDM916
Glock	43X	BVDM913
Glock	43X	BSZE898
Glock	43X	BUDG858
Glock	43X	BSZE886
Glock	43X	BVDM915
Glock	43X	BSZE903
Glock	43X	BSZE899
Glock	43X	BVDM914
Glock	43X	BVDM906
Glock	43X	BVDM911
Glock	43X	BSZE895
Glock	43X	BUDG865
Glock	43X	BSZE897
Glock	43X	BUDG860
Glock	43X	BUDG862
Glock	43X	BUDG863
Glock	43X	BVMK860
Glock	43X	BSZE891
Glock	43X	BVDM917
Glock	43X	BSZE888
Glock	43X	BSZE892
Glock	43X	BSZE900
Glock	43X	BVDM919
Glock	43X	BSZE894
Glock	43X	BSZE901
Glock	43X	BSZE890
Glock	43X	BSZE889
40 Glock 43Xs		



**WCSO TRADE**

Remington	870	V187279V
Remington	870	B226734M
Remington	870	C388434M
Remington	870	AB408291M
Remington	870	T421147V
Remington	870	C504573M
Remington	870	C374769M
Remington	870	W551095M
Remington	870	AB680747M
Remington	870	B336939M
Remington	870	W379600M
Remington	870	A199608M
Remington	870	RS33269Z
Remington	870	C504570M
Remington	870	D541109M
Remington	870	W379589M
Remington	870 SBS	RS62960N
Remington	870 SBS	D535121M
Remington	870 SBS	V730104V
Remington	870 SBS	RS75810N
Remington	870 SBS	AB084430M
Remington	870 SBS	W359662M
Remington	870 SBS	W551217M
Remington	870 SBS	RS75806N
Remington	870 SBS	W551189M
Remington	870 SBS	W551214M
Remington	870 SBS	AB084406M
Remington	870 SBS	CC70095E
Remington	870 SBS	AB084412M
Remington	870 SBS	RS70255D
Remington	870 SBS	RS75837N
31 Remington 870s	16 Reg 15 SBS	
MKE	MP5 Select Fire SBR	3519
1 MP5		
CMMG	.22 LR Upper	n/a
CMMG	.22 LR Upper	n/a
CMMG	.22 LR Upper	n/a
3 CMMG .22 Uppers NEW		

<u>WCSO TRADE</u>		
Smith & Wesson	M&P 22	MP130112
Smith & Wesson	M&P 22	MP130088 NEW
Smith & Wesson	M&P 22	MP130333 NEW
3 Smith & Wesson M&P 22s		
BUSHMASTER w CH UPPER	XM15-E2S	L385613
1 Bushmaster AR-15		

Resolution No. 5-25-39  
Requested by: Sheriff's Office

FILED 4/28/25  
ENTERED 11:55 a.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION ACCEPTING A DONATION OF A TRAINED LABRADOR RETRIEVER  
CANINE ON BEHALF OF THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

- 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 National Computer Forensics Institute has trained a one-and-a-half to two-year-old labrador retriever in Electronic Storage Device detection (ESD), Cellphone detection, and Comfort K9 operations for law enforcement purposes; and
- WHEREAS,** the Sheriff's Office has received a generous offer of a trained and certified labrador retriever for use by the Sheriff's Office; and
- WHEREAS,** the Sheriff's Office desires to accept the labrador retriever from the National Computer Forensics Institute to be assigned to handler Lieutenant Ashley Lindquist and used by the Sheriff's Office for law enforcement purposes until such time as the Sheriff determines; in particular for Electronic Storage Device detection (ESD), Cellphone detection, and Comfort K9 operation; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation of the labrador retriever:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12 day of May 2025, on behalf of the Williamson County Sheriff's Office, authorizes the Williamson County Mayor to execute any documents necessary to accept the generous donation of a trained labrador retriever from the National Computer Forensics Institute to be used for law enforcement purposes as determined by the Williamson County Sheriff.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN PARKS AND RECREATION  
DEPARTMENT SURPLUS PROPERTY TO HOUSTON COUNTY, TENNESSEE**

**WHEREAS,** *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

**WHEREAS,** pursuant to Tennessee Code Annotated, Section 5-14-108, County owned property must first be declared as surplus by the local legislative body before it can be sold;

**WHEREAS,** Williamson County has previously determined certain property as surplus and is no longer needed by the Williamson County Parks and Recreation Department;

**WHEREAS,** Houston County Government is in the process of establishing a senior citizens facility for their residents and could benefit by the donation of surplus property owned by Williamson County, as follows:

- \* 2 matrix tread mill
- \* 2 True peddle bike
- \* 1-Schwinn peddle bike
- \* 1 Precor step bike
- \* 2 Tables
- \* 12 Chairs

**WHEREAS,** the transfer of property to any local government is conditioned on the local government using the property for a public purpose; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this 12<sup>th</sup> day of May 2025, authorizes the transfer of the aforementioned property to Houston County, TN and authorizes the Williamson County Mayor to execute all documentation necessary to donate and convey the used property to other local governmental agencies conditioned on the property being used for a public purpose.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee	For <u>4</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

Resolution No. 5-25-41  
Requested by: Juvenile Services

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER  
INTO A CONTRACT WITH CANNON COUNTY ON BEHALF OF THE JUVENILE COURT  
OF WILLIAMSON COUNTY, TO HOUSE JUVENILES IN THE WILLIAMSON COUNTY  
JUVENILE DETENTION CENTER

- WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the “Jail Removal Bill” now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of children in adult jails on and after January 1, 1985; and
- WHEREAS, there are a limited number of juvenile detention facilities to house juveniles in Tennessee; and
- WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) specifically provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and
- WHEREAS, the Board of Commissioners directs that juvenile contracts which have received initial approval or where there are amendments to existing contracts requiring approval by the Board, that the County negotiate daily costs per day per juvenile associated with the costs of providing the services; and
- WHEREAS, subject to the availability of space, the Williamson County Juvenile Court has agreed to house juveniles from Cannon County on behalf of its juvenile court, in Williamson County’s Juvenile Detention Center located at 408 Century Court, Franklin, at a rate of Two Hundred and 00/100 Dollars (\$200.00) per day for each juvenile housed; and
- WHEREAS, in addition to the daily fee for each juvenile, the county in which the juvenile was transferred must reimburse Williamson County for any medical and dental services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, hereby approves the terms contained in the attached contract and authorizes the Williamson County Mayor, on behalf of the Juvenile Court of Williamson County, to execute the contract and all other related documents with Cannon County, Tennessee for the periodic housing of juveniles in the Williamson County Juvenile Detention Center, conditioned on the availability of space and at a per diem rate as provided in the contract.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date \_\_\_\_\_

**CONTRACT BY AND BETWEEN**  
**THE JUVENILE COURT OF WILLIAMSON COUNTY**  
**AND**  
**CANNON COUNTY**

This CONTRACT (hereinafter referred to as "Contract") is made and entered into on the day and date last written and is by and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County, Tennessee on behalf of the JUVENILE COURT OF WILLIAMSON COUNTY (hereinafter referred jointly as "JUVENILE COURT"), and CANNON COUNTY, TENNESSEE a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Cannon County, Tennessee (hereinafter referred to as "COUNTY") concerning housing COUNTY juveniles in the Williamson County Juvenile Detention Center (hereinafter referred to as "Juvenile Detention Center").

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of juveniles in adult jails on and after January 1, 1985;

WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and

WHEREAS, the Judge of the JUVENILE COURT and COUNTY have agreed that JUVENILE COURT may detain juveniles from COUNTY in the Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee or at such other address should the Juvenile Detention Center be relocated, subject to the following terms.

NOW, THEREFORE, JUVENILE COURT and COUNTY do hereby agree as follows, to-wit:

1. JUVENILE COURT shall provide detention care services in its Juvenile Detention Center for any juvenile ordered into its custody by the Juvenile Court of COUNTY, provided in the opinion of JUVENILE COURT, there is sufficient space available in the Juvenile Detention Center. Detention care services shall consist of detaining the juvenile in the Juvenile Detention Center and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by JUVENILE COURT, unless the safety and/or security of the Juvenile Detention Center or juvenile requires otherwise.

2. COUNTY shall, at its own expense, transport the juvenile to and from the Juvenile Detention Center. COUNTY agrees that it will reimburse JUVENILE COURT for any medical expenses incurred on behalf of the juvenile during his/her detention at the Juvenile Detention Center. In the event prolonged medical care is anticipated, JUVENILE COURT will notify COUNTY of such conditions and COUNTY shall assume responsibility for and make arrangements for such care. Should COUNTY request in writing, and only if JUVENILE COURT agrees in writing, JUVENILE COURT shall exercise reasonable efforts to notify COUNTY of the expense prior to requesting non-emergency medical or dental services for a COUNTY juvenile. The notice provision only applies to non-emergency medical and dental services for COUNTY's juveniles. In addition to all other fees specified herein, COUNTY will be charged and shall pay to JUVENILE COURT: a Fifty-Five and 00/100 Dollar (\$55.00) fee for each history and physical conducted on a COUNTY juvenile by a registered nurse; a Fifty and 00/100 Dollars (\$50.00) fee for each medical call that is made by the JUVENILE COURT for a COUNTY juvenile in which contracted medical staff is called to treat or assess a COUNTY juvenile; and a Twenty and 00/100 dollar (\$20.00) fee for each daily check conducted on a COUNTY juvenile by contracted medical staff. In the event that the juvenile receives medical or mental health care from a provider other than the Juvenile Detention Center's contracted medical staff, any and all fees and expenses associated with such care will be the responsibility of COUNTY.
3. Williamson County, Tennessee juvenile offenders shall at all times have priority for space in the Juvenile Detention Center. In the event space that is provided to a COUNTY juvenile sent to the Juvenile Detention Center by COUNTY is needed for a Williamson County juvenile offender, JUVENILE COURT shall notify COUNTY of such need, and COUNTY shall remove the COUNTY juvenile from the Juvenile Detention Center within twelve (12) hours of the notification.
4. COUNTY shall pay JUVENILE COURT at the rate of Two Hundred Dollars (\$200.00) per day for each COUNTY juvenile detained in its Juvenile Detention Center. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, COUNTY shall be responsible for any and all destructive actions of COUNTY juvenile and/or visitors of the juvenile while the juvenile is detained in the Juvenile Detention Center. Should COUNTY fail to pay any sums set forth in this Contract within thirty (30) days after receiving an invoice, then JUVENILE COURT may terminate this Contract immediately. JUVENILE COURT may modify its monthly recurring fee subject to thirty (30) days' notice to COUNTY. JUVENILE COURT shall provide the notice of the fee increase to COUNTY no later than forty-five (45) days prior to any annual automatic renewal date in which the increase becomes effective. Should COUNTY decide not to renew this Contract for the new rate then COUNTY shall provide thirty (30) days' notice to JUVENILE COURT of its intent to terminate this Contract.
5. Each party shall be responsible for its own actions conducted under this Contract. Neither party's liability shall exceed any cap or limitation on damages or liability that exists pursuant to state or federal law. Should COUNTY carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, COUNTY's liability to any party described herein shall be up to the amount of existing coverage afforded to COUNTY under the liability insurance policies for the events giving rise to a claim against COUNTY pursuant to this Contract.
6. JUVENILE COURT will not detain any juvenile for COUNTY after he/she has been transferred to another facility pursuant to Tenn. Code Ann. 37-1-134.
7. The initial term of this Contract is effective on the date all parties have signed and shall automatically continue for one (1) year periods. This Contract shall automatically renew for additional one (1) year terms subject to the termination clauses provided herein and conditioned on the Williamson County Board of Commissioners funding the operations of the Juvenile Detention Center for subsequent fiscal years. In the event that funds are not appropriated for the operation of the Juvenile Detention Center, this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated.

9. Either party may terminate this Contract at any time by providing the other party with thirty (30) days' written notice.
10. JUVENILE COURT agrees to adopt and comply with the standards of the Prison Rape Elimination Act (PREA). JUVENILE COURT shall provide evidence of PREA compliance if requested in writing by COUNTY.
11. This Contract expresses the entire agreement between the parties and the same shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.
12. In the event that any term of this Contract becomes subject to litigation, the venue for such action will be in Williamson County and Tennessee law will control.
13. All written notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.
14. In the event that any term of this Contract is found to be in contradiction of the Constitution of this State or of the United States, or any federal or state law, such term is to be severable from the remainder of this Contract and the remaining terms are to be fully enforceable.
15. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
16. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract including obtaining all regulatory and governmental approvals required by this Contract 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 Contract.
17. There are no third-party beneficiaries to this Contract. No person or entity other than a party to this Contract 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 Contract.
18. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Contract, including obtaining all regulatory and governmental approvals required to carry out the terms of this Contract, 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 Contract.
19. If the Juvenile Detention Center or any part of the Juvenile Detention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Contract by JUVENILE COURT impossible, then this Contract shall terminate upon provision of notice.

**LAST ITEM ON PAGE  
SIGNATURE PAGE TO FOLLOW**



IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

JUVENILE COURT OF WILLIAMSON COUNTY:

CANNON COUNTY, TENNESSEE:

By: \_\_\_\_\_  
Judge of the Juvenile Court of  
Williamson County  
408 Century Court  
Franklin, TN 37064

By: \_\_\_\_\_  
County Mayor/Executive, Cannon County  
110 S. Tatum Street, Suite 201  
Woodbury, TN 37190

By: \_\_\_\_\_  
County Mayor, Williamson County  
Administrative Office Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

By: \_\_\_\_\_  
Cannon County Attorney

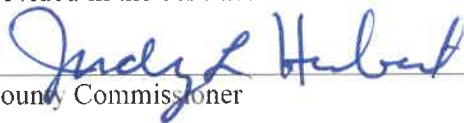
By:  \_\_\_\_\_  
Williamson County Attorney

Resolution No. 5-25-42  
Requested by: Juvenile Services

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A CONTRACT WITH MADISON COUNTY ON BEHALF OF THE JUVENILE COURT OF WILLIAMSON COUNTY TO HOUSE JUVENILES IN THE WILLIAMSON COUNTY JUVENILE DETENTION CENTER**

- WHEREAS,** Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the “Jail Removal Bill” now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of children in adult jails on and after January 1, 1985; and
- WHEREAS,** there are a limited number of juvenile detention facilities to house juveniles in Tennessee; and
- WHEREAS,** Tennessee Code Annotated, Section 37-1-116(f) specifically provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and
- WHEREAS,** the Board of Commissioners directs that juvenile contracts which have received initial approval or where there are amendments to existing contracts requiring approval by the Board, that the County negotiate daily costs per day per juvenile associated with the costs of providing the services; and
- WHEREAS,** subject to the availability of space, the Williamson County Juvenile Court has agreed to house juveniles from Madison County on behalf of its juvenile court, in Williamson County’s Juvenile Detention Center located at 408 Century Court, Franklin, at a rate of Two Hundred and 00/100 Dollars (\$200.00) per day for each juvenile housed; and
- WHEREAS,** in addition to the daily fee for each juvenile, the county in which the juvenile was transferred must reimburse Williamson County for any medical and dental services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, hereby approves the terms contained in the attached contract and authorizes the Williamson County Mayor, on behalf of the Juvenile Court of Williamson County, to execute the contract and all other related documents with Madison County, Tennessee for the periodic housing of juveniles in the Williamson County Juvenile Detention Center, conditioned on the availability of space and at a per diem rate as provided in the contract.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**CONTRACT BY AND BETWEEN**  
**THE JUVENILE COURT OF WILLIAMSON COUNTY**  
**AND**  
**MADISON COUNTY**

This CONTRACT (hereinafter referred to as "Contract") is made and entered into on the day and date last written and is by and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County, Tennessee on behalf of the JUVENILE COURT OF WILLIAMSON COUNTY (hereinafter referred as "JUVENILE COURT"), and MADISON COUNTY, TENNESSEE a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Madison County, Tennessee (hereinafter referred to as "MADISON COUNTY"), concerning housing MADISON COUNTY juveniles in the Williamson County Juvenile Detention Center (hereinafter referred to as "Juvenile Detention Center").

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of juveniles in adult jails on and after January 1, 1985;

WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and

WHEREAS, the Judge of the JUVENILE COURT and MADISON COUNTY have agreed that JUVENILE COURT may detain juveniles from MADISON COUNTY in the Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee or at such other address should the Juvenile Detention Center be relocated, subject to the following terms.

NOW, THEREFORE, JUVENILE COURT and MADISON COUNTY do hereby agree as follows, to-wit:

1. JUVENILE COURT shall provide detention care services in its Juvenile Detention Center for any juvenile ordered into its custody by the Juvenile Court of MADISON COUNTY, provided in the opinion of JUVENILE COURT, there is sufficient space available in the Juvenile Detention Center. Detention care services shall consist of detaining the juvenile in the Juvenile Detention Center and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by JUVENILE COURT, unless the safety and/or security of the Juvenile Detention Center or juvenile requires otherwise.

2. MADISON COUNTY shall, at its own expense, transport the juvenile to and from the Juvenile Detention Center. MADISON COUNTY agrees that it will reimburse JUVENILE COURT for any medical expenses incurred on behalf of the juvenile during his/her detention at the Juvenile Detention Center. In the event prolonged medical care is anticipated, JUVENILE COURT will notify MADISON COUNTY of such conditions and MADISON COUNTY shall assume responsibility for and make arrangements for such care. Should MADISON COUNTY request in writing, and only if JUVENILE COURT agrees in writing, JUVENILE COURT shall exercise reasonable efforts to notify MADISON COUNTY of the expense prior to requesting non-emergency medical or dental services for a MADISON COUNTY juvenile. The notice provision only applies to non-emergency medical and dental services for MADISON COUNTY's juveniles. In addition to all other fees specified herein, MADISON COUNTY will be charged and shall pay to JUVENILE COURT: a Fifty-Five and 00/100 Dollar (\$55.00) fee for each history and physical conducted on a MADISON COUNTY juvenile by a registered nurse; a Fifty and 00/100 Dollars (\$50.00) fee for each medical call that is made by the JUVENILE COURT for a MADISON COUNTY juvenile in which contracted medical staff is called to treat or assess a MADISON COUNTY juvenile; and a Twenty and 00/100 dollar (\$20.00) fee for each daily check conducted on a MADISON COUNTY juvenile by contracted medical staff. In the event that the juvenile receives medical or mental health care from a provider other than the Juvenile Detention Center's contracted medical staff, any and all fees and expenses associated with such care will be the responsibility of MADISON COUNTY.
3. Both parties shall comply with the requirements of T.C.A. § 37-1-114. MADISON COUNTY, when requesting housing on behalf of a juvenile, shall present a Court Order that describes with particularity the probable cause that exists to detain the juvenile in a secure facility under T.C.A. § 37-1-114 and the specific ground(s) upon which the detention of such juvenile in a secure facility is based under T.C.A. § 37-1-114.
4. Williamson County, Tennessee juvenile offenders shall at all times have priority for space in the Juvenile Detention Center. In the event space that is provided to a MADISON COUNTY juvenile sent to the Juvenile Detention Center by MADISON COUNTY is needed for a Williamson County, Tennessee juvenile offender, JUVENILE COURT shall notify MADISON COUNTY of such need, and MADISON COUNTY shall remove the MADISON COUNTY juvenile from the Juvenile Detention Center within twelve (12) hours of the notification.
5. MADISON COUNTY shall pay JUVENILE COURT at the rate of Two Hundred Dollars (\$200.00) per day for each MADISON COUNTY juvenile detained in its Juvenile Detention Center. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, MADISON COUNTY shall be responsible for any and all destructive actions of MADISON COUNTY juveniles and/or visitors of the juvenile while the juvenile is detained in the Juvenile Detention Center. Should MADISON COUNTY fail to pay any sums set forth in this Contract within thirty (30) days after receiving an invoice, then JUVENILE COURT may terminate this Contract immediately. JUVENILE COURT may modify its monthly recurring fee subject to thirty (30) days' notice to MADISON COUNTY. JUVENILE COURT shall provide the notice of the fee increase to MADISON COUNTY no later than forty-five (45) days prior to any annual automatic renewal date in which the increase becomes effective. Should MADISON COUNTY decide not to renew this Contract for the new rate, then MADISON COUNTY shall provide thirty (30) days' notice to JUVENILE COURT of its intent to terminate this Contract.
6. Each party shall be responsible for its own actions conducted under this Contract. Neither party's liability shall exceed any cap or limitation on damages or liability that exists pursuant to state or federal law. Should MADISON COUNTY carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, MADISON COUNTY's liability to any party described herein shall be up to the amount of existing coverage afforded to MADISON COUNTY under the liability insurance policies for the events giving rise to a claim against MADISON COUNTY pursuant to this Contract.

7. JUVENILE COURT will not detain any juvenile for MADISON COUNTY after he/she has been transferred to another facility pursuant to Tenn. Code Ann. 37-1-134.
8. The initial term of this Contract is effective on the date all parties have signed and shall automatically continue for one (1) year periods. This Contract shall automatically renew for additional one (1) year terms subject to the termination clauses provided herein and conditioned on the Williamson County Board of Commissioners funding the operations of the Juvenile Detention Center for subsequent fiscal years. In the event that funds are not appropriated for the operation of the Juvenile Detention Center, this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated.
9. Either party may terminate this Contract at any time by providing the other party with thirty (30) days' written notice.
10. JUVENILE COURT agrees to adopt and comply with the standards of the Prison Rape Elimination Act (PREA). JUVENILE COURT shall provide evidence of PREA compliance if requested in writing by MADISON COUNTY.
11. This Contract expresses the entire agreement between the parties and the same shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.
12. In the event that any term of this Contract becomes subject to litigation, the venue for such action will be in Williamson County and Tennessee law will control.
13. All written notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.
14. In the event that any term of this Contract is found to be in contradiction of the Constitution of this State or of the United States, or any federal or state law, such term is to be severable from the remainder of this Contract and the remaining terms are to be fully enforceable.
15. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
16. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract including obtaining all regulatory and governmental approvals required by this Contract 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 Contract.
17. There are no third-party beneficiaries to this Contract. No person or entity other than a party to this Contract 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 Contract.
18. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Contract, including obtaining all regulatory and governmental approvals required to carry out the terms of this Contract, 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 Contract.
19. If the Juvenile Detention Center or any part of the Juvenile Detention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Contract by JUVENILE COURT impossible, then this Contract shall terminate upon provision of notice.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

JUVENILE COURT OF WILLIAMSON COUNTY:

MADISON COUNTY, TENNESSEE:

By: \_\_\_\_\_  
Judge of the Juvenile Court of  
Williamson County  
408 Century Court  
Franklin, TN 37064

By: \_\_\_\_\_  
County Mayor/Executive, Madison County  
100 E. Main Street, Room 302  
Jackson, TN 38301

By: \_\_\_\_\_  
County Mayor, Williamson County  
Administrative Office Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

By: \_\_\_\_\_  
Madison County Attorney


By:  \_\_\_\_\_  
Williamson County Attorney

Resolution No. 5-25-43  
Requested by: Juvenile Services

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER  
INTO A CONTRACT WITH SMITH COUNTY ON BEHALF OF THE JUVENILE COURT OF  
WILLIAMSON COUNTY, TO HOUSE JUVENILES IN THE WILLIAMSON COUNTY  
JUVENILE DETENTION CENTER**

- WHEREAS,** Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the “Jail Removal Bill” now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of children in adult jails on and after January 1, 1985; and
- WHEREAS,** there are a limited number of juvenile detention facilities to house juveniles in Tennessee; and
- WHEREAS,** Tennessee Code Annotated, Section 37-1-116(f) specifically provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and
- WHEREAS,** the Board of Commissioners directs that juvenile contracts which have received initial approval or where there are amendments to existing contracts requiring approval by the Board, that the County negotiate daily costs per day per juvenile associated with the costs of providing the services; and
- WHEREAS,** subject to the availability of space, the Williamson County Juvenile Court has agreed to house juveniles from Smith County on behalf of its juvenile court, in Williamson County’s Juvenile Detention Center located at 408 Century Court, Franklin, at a rate of Two Hundred and 00/100 Dollars (\$200.00) per day for each juvenile housed; and
- WHEREAS,** in addition to the daily fee for each juvenile, the county in which the juvenile was transferred must reimburse Williamson County for any medical and dental services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 12<sup>th</sup> day of May, 2025, hereby approves the terms contained in the attached contract and authorizes the Williamson County Mayor, on behalf of the Juvenile Court of Williamson County, to execute the contract and all other related documents with Smith County, Tennessee for the periodic housing of juveniles in the Williamson County Juvenile Detention Center, conditioned on the availability of space and at a per diem rate as provided in the contract.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**CONTRACT BY AND BETWEEN  
THE JUVENILE COURT OF WILLIAMSON COUNTY  
AND  
SMITH COUNTY**

This CONTRACT (hereinafter referred to as "Contract") is made and entered into on the day and date last written and is and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County, Tennessee on behalf of the JUVENILE COURT OF WILLIAMSON COUNTY (hereinafter referred jointly as "JUVENILE COURT"), and SMITH COUNTY, TENNESSEE a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Smith County, Tennessee (hereinafter referred to as "COUNTY") concerning housing COUNTY juveniles in the Williamson County Juvenile Detention Center (hereinafter referred to as "Juvenile Detention Center").

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of juveniles in adult jails on and after January 1, 1985;

WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and

WHEREAS, the Judge of the JUVENILE COURT and COUNTY have agreed that JUVENILE COURT may detain juveniles from COUNTY in the Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee or at such other address should the Juvenile Detention Center be relocated, subject to the following terms.

NOW, THEREFORE, JUVENILE COURT and COUNTY do hereby agree as follows, to-wit:

1. JUVENILE COURT shall provide detention care services in its Juvenile Detention Center for any juvenile ordered into its custody by the Juvenile Court of COUNTY, provided in the opinion of JUVENILE COURT, there is sufficient space available in the Juvenile Detention Center. Detention care services shall consist of detaining the juvenile in the Juvenile Detention Center and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by JUVENILE COURT, unless the safety and/or security of the Juvenile Detention Center or juvenile requires otherwise.



2. Both parties shall comply with the requirements of T.C.A. § 37-1-114. COUNTY, upon requesting accommodations for any juvenile shall present a Court Order that describes with particularity the probable cause that exists to detain the juvenile in a secure facility under T.C.A. § 37-1-114 and the specific ground(s) upon which the detention of such juvenile in a secure facility is based under T.C.A. § 37-1-114.
3. COUNTY shall, at its own expense, transport the juvenile to and from the Juvenile Detention Center. COUNTY agrees that it will reimburse JUVENILE COURT for any medical expenses incurred on behalf of the juvenile during his/her detention at the Juvenile Detention Center. In the event prolonged medical care is anticipated, JUVENILE COURT will notify COUNTY of such conditions and COUNTY shall assume responsibility for and make arrangements for such care. Should COUNTY request in writing, and only if JUVENILE COURT agrees in writing, JUVENILE COURT shall exercise reasonable efforts to notify COUNTY of the expense prior to requesting non-emergency medical or dental services for a COUNTY juvenile. The notice provision only applies to non-emergency medical and dental services for COUNTY's juveniles. In addition to all other fees specified herein, COUNTY will be charged and shall pay to JUVENILE COURT: a Fifty-Five and 00/100 Dollar (\$55.00) fee for each history and physical conducted on a COUNTY juvenile by a registered nurse; a Fifty and 00/100 Dollars (\$50.00) fee for each medical call that is made by the JUVENILE COURT for a COUNTY juvenile in which contracted medical staff is called to treat or assess a COUNTY juvenile; and a Twenty and 00/100 dollar (\$20.00) fee for each daily check conducted on a COUNTY juvenile by contracted medical staff. In the event that the juvenile receives medical or mental health care from a provider other than the Juvenile Detention Center's contracted medical staff, any and all fees and expenses associated with such care will be the responsibility of COUNTY.
4. Williamson County, Tennessee juvenile offenders shall at all times have priority for space in the Juvenile Detention Center. In the event space that is provided to a COUNTY juvenile sent to the Juvenile Detention Center by COUNTY is needed for a Williamson County juvenile offender, JUVENILE COURT shall notify COUNTY of such need, and COUNTY shall remove the COUNTY juvenile from the Juvenile Detention Center within twelve (12) hours of the notification.
5. COUNTY shall pay JUVENILE COURT at the rate of Two Hundred Dollars (\$200.00) per day for each COUNTY juvenile detained in its Juvenile Detention Center. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, COUNTY shall be responsible for any and all destructive actions of COUNTY juvenile and/or visitors of the juvenile while the juvenile is detained in the Juvenile Detention Center. Should COUNTY fail to pay any sums set forth in this Contract within thirty (30) days after receiving an invoice, then JUVENILE COURT may terminate this Contract immediately. JUVENILE COURT may modify its monthly recurring fee subject to thirty (30) days' notice to COUNTY. JUVENILE COURT shall provide the notice of the fee increase to COUNTY no later than forty-five (45) days prior to any annual automatic renewal date in which the increase becomes effective. Should COUNTY decide not to renew this Contract for the new rate then COUNTY shall provide thirty (30) days' notice to JUVENILE COURT of its intent to terminate this Contract.
6. Each party shall be responsible for its own actions conducted under this Contract. Neither party's liability shall exceed any cap or limitation on damages or liability that exists pursuant to state or federal law. Should COUNTY carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, COUNTY's liability to any party described herein shall be up to the amount of existing coverage afforded to COUNTY under the liability insurance policies for the events giving rise to a claim against COUNTY pursuant to this Contract.
7. JUVENILE COURT will not detain any juvenile for COUNTY after he/she has been transferred to another facility pursuant to Tenn. Code Ann. 37-1-134.

8. The initial term of this Contract is effective on the date all parties have signed and shall automatically continue for one (1) year periods. This Contract shall automatically renew for additional one (1) year terms subject to the termination clauses provided herein and conditioned on the Williamson County Board of Commissioners funding the operations of the Juvenile Detention Center for subsequent fiscal years. In the event that funds are not appropriated for the operation of the Juvenile Detention Center, this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated.
9. Either party may terminate this Contract at any time by providing the other party with thirty (30) days' written notice.
10. JUVENILE COURT agrees to adopt and comply with the standards of the Prison Rape Elimination Act (PREA). JUVENILE COURT shall provide evidence of PREA compliance if requested in writing by COUNTY.
11. This Contract expresses the entire agreement between the parties and the same shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.
12. In the event that any term of this Contract becomes subject to litigation, the venue for such action will be in Williamson County and Tennessee law will control.
13. All written notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.
14. In the event that any term of this Contract is found to be in contradiction of the Constitution of this State or of the United States, or any federal or state law, such term is to be severable from the remainder of this Contract and the remaining terms are to be fully enforceable.
15. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
16. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract including obtaining all regulatory and governmental approvals required by this Contract 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 Contract.
17. There are no third-party beneficiaries to this Contract. No person or entity other than a party to this Contract 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 Contract.
18. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Contract, including obtaining all regulatory and governmental approvals required to carry out the terms of this Contract, 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 Contract.
19. If the Juvenile Detention Center or any part of the Juvenile Detention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Contract by JUVENILE COURT impossible, then this Contract shall terminate upon provision of notice.

**LAST ITEM ON PAGE  
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**JUVENILE COURT OF WILLIAMSON COUNTY:**

**SMITH COUNTY, TENNESSEE:**

By: \_\_\_\_\_  
Judge of the Juvenile Court of  
Williamson County  
408 Century Court  
Franklin, TN 37064

By: \_\_\_\_\_  
County Mayor/Executive, Smith County  
122 Turner High Circle, Suite 105  
Carthage, TN 37030

By: \_\_\_\_\_  
County Mayor, Williamson County  
Administrative Office Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

By: \_\_\_\_\_  
Smith County Attorney

By:  \_\_\_\_\_  
Williamson County Attorney

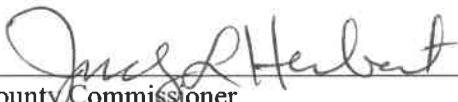
[https://buergerlaw.sharepoint.com/Client Files/WC/Agtis/Juvenile Court/Smith: Co/2025.03.04 Smith Co Juvenile Detention K25-130.docx](https://buergerlaw.sharepoint.com/Client%20Files/WC/Agtis/Juvenile%20Court/Smith%20Co/2025.03.04%20Smith%20Co%20Juvenile%20Detention%20K25-130.docx)

Resolution No. 5-25-44  
Requested by: County Attorney's Office

A RESOLUTION SETTING THE WILLIAMSON COUNTY HOTEL-MOTEL TAX RATE  
FOR THE 2025-2026 FISCAL YEAR

- WHEREAS, pursuant to *Tennessee Code Annotated, Sections 67-4-1401 et.seq.*, the Tennessee General Assembly enacted a private act referenced as the Williamson County Hotel-Motel Tax Act, Williamson County Private Acts of 1979, Chapter 114, as amended and Private Acts of 1994, Chapter 108, as amended, which was duly adopted by the Williamson County Board of Commissioners by a 2/3 majority vote; and
- WHEREAS, the Williamson County Board of Commissioners is authorized by the Private Act to levy the Hotel-Motel Tax at a rate not to exceed four percent (4%) upon the privilege of occupancy in any hotel-motel room located within Williamson County, Tennessee; and
- WHEREAS, the current tax rate established, pursuant to the Williamson County Hotel-Motel Tax Act, is at the maximum rate of four percent (4%); and
- WHEREAS, the Williamson County Hotel-Motel Tax Act requires that the tax rate be set annually prior to the July term by the Williamson County Board of Commissioners; and
- WHEREAS, the Williamson County Board of Commissioners intends to continue to levy the tax at the rate of four percent (4%) for the fiscal year 2025-2026:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 12<sup>th</sup> day of May, 2025, hereby sets the current rate for the privilege of occupancy of any hotel-motel room located within the incorporated and unincorporated areas of Williamson County at the same rate of four percent (4%) of the consideration paid, to be assessed and collected in accordance with applicable law for the use of a hotel-motel room for the fiscal year 2025-2026.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee:	For 3	Against 0	Pass	Out
Budget Committee:	For 4	Against 0	Pass	Out
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

**RESOLUTION REQUESTING PRIORITIZATION FOR THE WIDENING OF  
INTERSTATE 65 FROM INTERSTATE 840 [EXIT 59] TO BEAR CREEK PIKE [EXIT 46]**

**WHEREAS,** Williamson County (“County”) and others along this corridor are experiencing significant population growth and increased economic activity, resulting in substantial increases in traffic volume along Interstate 65 (I-65) between Bear Creek Pike and Interstate 840; and

**WHEREAS,** this increased volume of traffic contributes directly to congestion, increased travel times, and elevated safety risks for all road users, adversely impacting the quality of life for residents, commuters, and visitors; and

**WHEREAS,** congestion along this critical corridor of I-65 negatively affects economic vitality not only locally but throughout the greater Nashville region by restricting efficient freight movement, reducing reliable access to major employment centers, and diminishing the region’s overall economic competitiveness and productivity; and

**WHEREAS,** widening and improving the capacity of I-65 directly advances regional transportation goals established by the Greater Nashville Regional Council (GNRC) and Tennessee Department of Transportation (TDOT), including improving roadway safety, maintaining infrastructure in good repair, mitigating congestion, enhancing economic opportunities, minimizing disruptive impacts on communities, and aligning with local, state, and national transportation policies; and

**WHEREAS,** the perception of the region by visitors, tourists, and potential investors is important to the ongoing economic growth of Spring Hill, Thompson’s Station, Columbia, Maury County, Williamson County, and the surrounding municipalities; and

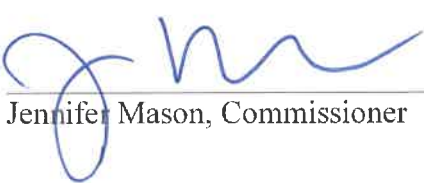
**WHEREAS,** regional coordination among jurisdictions including Spring Hill, Thompson’s Station, Columbia, Maury County, and Williamson County, is critical for successful advocacy and project prioritization within state and regional transportation planning frameworks; and

**WHEREAS,** active support and advocacy from the state legislative delegation representing Spring Hill, Thompson’s Station, Columbia, Maury County, and Williamson County is essential to ensuring this project receives necessary attention, funding, and prioritization from TDOT and other relevant agencies;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, calls upon the state legislative delegation representing Spring Hill, Thompson’s Station, Columbia, Maury County, and Williamson County to actively support and advocate for this essential infrastructure project to ensure it receives priority attention and funding from TDOT and other relevant state agencies.

Late Filed Resolution No. \_\_\_\_\_ (continued)

AND BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners commits to active collaboration with local, regional, and state agencies to advance this critical infrastructure improvement, ensuring alignment with regional transportation goals and inclusion within TDOT's long-term strategic planning and funding priorities.

  
\_\_\_\_\_  
Jennifer Mason, Commissioner

  
\_\_\_\_\_  
Jeff Graves, Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chair

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date