

Resolution No. 9-09-2

Requested by W.C. Planning Commission

**RESOLUTION ACCEPTING ROADS IN ADDITION TO MCLEMORE FARMS,  
 SECTION 1 SUBDIVISION AS A PART OF THE COUNTY ROAD SYSTEM  
 FOR MAINTENANCE BY THE COUNTY HIGHWAY DEPARTMENT LOCATED OFF  
 GOOSE CREEK BYPASS.**

WHEREAS, the Williamson County Regional Planning Commission has recommended acceptance of certain subdivision roads into the County Road System; and

WHEREAS, a report has been prepared and included herein as specified in Section 18 of the Williamson County Private Acts, 1937, Chapter No. 373 as Amended, prescribing the acceptance of roads as County Roads; and

WHEREAS, it is the responsibility of the Williamson County Board of Commissioners through its Highway Commission to accept and maintain public roads for the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners that:

The following roads be accepted as part of the County Road System for maintenance by the Williamson County Highway Department.

| <u>Subdivision</u>                   | <u>Road(s)</u> | <u>Length</u> | <u>District</u>        | <u>Assessed Value Of Property Adjoining Roadway</u> | <u>Roadway Cost Estimate</u> |
|--------------------------------------|----------------|---------------|------------------------|---|------------------------------|
| Addition to McLemore Farms Section 1 | McLemore Cir.  | .505          | Bennett/               | \$12,001,722.00                                     | \$217,150.00                 |
|                                      | Stadium Ct.    | .046          | 2 <sup>nd</sup> Voting | \$ 2,935,400.00                                     | \$ 19,780.00                 |
|                                      | McLemore Way   | .043          |                        | \$ 1,298,905.00                                     | \$ 18,490.00                 |

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

Committee Referred to and Action Taken:

1. Planning Commission For 12 Against 0

2. Highway Commission For 4 Against 0

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

\_\_\_\_\_  
 Elaine Anderson, County Clerk

\_\_\_\_\_  
 Houston Naron, Jr. Commission Chairman

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

\_\_\_\_\_  
 Date

WILLIAMSON COUNTY HIGHWAY COMMISSION

**REPORT FOR ACCEPTANCE OF MCLEMORE CIRCLE, STADIUM COURT  
AND MCLEMORE WAY, ADDITIONS TO MCLEMORE FARMS SECTION  
ONE, AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.**

**RESOLUTION \_\_\_\_\_**

Re: HIGHWAY LAWS OF WILLIAMSON COUNTY May 1988

Chapter 373, Tennessee General Assembly Private Acts of 1937.

Section 18: That any petition for the opening, changing, closing or acceptance of road as County Roads, shall be directed to the Board of Highway commissioners and the petition shall describe the road in detail, giving the termini, length, course and width, and shall be accompanied by a map thereof drawn to scale, and may include such other matters as the petitioner or petitioners may urge upon the Commissioners and the County Court for the acceptance of said road as a county road. It shall be the duty of the Board of Highway commissioners, upon said petition being filed with them, to investigate the advisability of opening or changing such road, and submit a written report to the county court showing the assessed value of property abutting thereon, the amount of travel taken care of by said road, and such other matters as would throw light upon its importance as a county road. The Commission shall then at the next term of the Quarterly Court make its recommendation as to whether the road should or should not be accepted as a county road, or opened, or closed, or changed, and the Quarterly County Court may take such action as it deems best. The original petition and map submitted by the petitioners shall remain on file in the office of the County Judge.

**DISCUSSION**

This resolution, with accompanying map, indicates the above referenced roadways have a 50' ROW. The roadway length for McLemore Circle is .505 tenths of a mile, Stadium Circle is .046 tenths of a mile and McLemore Way is .043 tenths of a mile, as shown on the resolution included with this report. The Additions to McLemore Farms Subdivision, Section One, is located within the Southeast District. The assessed value of the properties abutting the roadways is \$16,236,027 as recorded in the office of the Williamson County Tax Assessor.

**ROADWAY CONDITION**

The present surface of the roadway is asphalt (E Mix), in good condition, with a Width of twenty-six (26') feet. Each side of the roadway is bordered by an extruded concrete curb. The roadways have been constructed in accordance with the specifications and details as shown in the Williamson County Subdivision Regulations, APPENDIX F, (Specifications for Subdivision Roadway & Drainage Construction), and the required Roads, Drainage and Erosion Control bond has been released by the Williamson County Regional Planning Commission.

## **TRAFFIC**

The estimated traffic count for an average day, at ten trips per household is two hundred eighty (280) trips per day.

## **CONCLUSION**

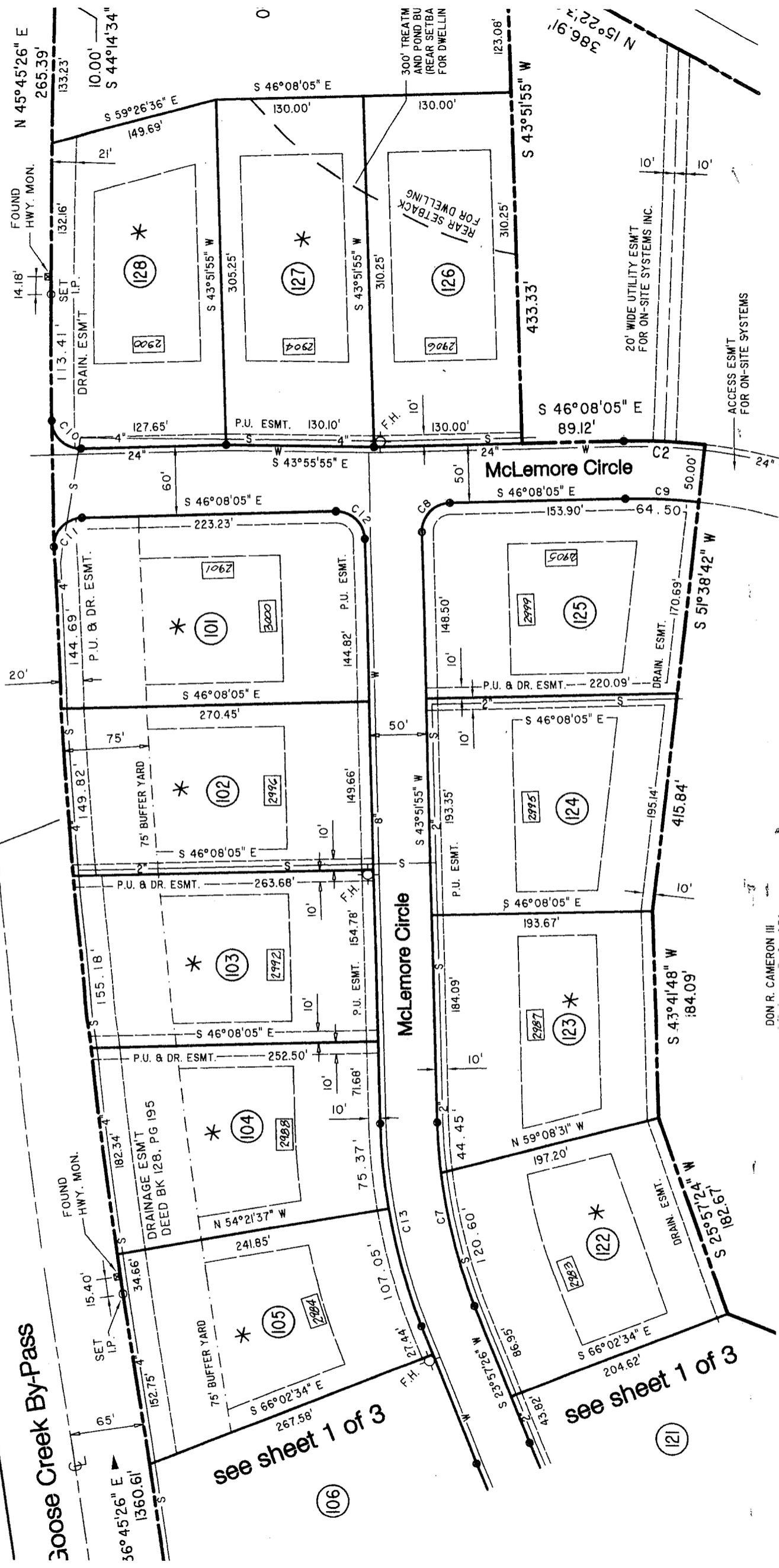
It is the recommendation of the Williamson County Highway Commission that:

1. This road meets the requirements of acceptance and addition to the Williamson County Road list; and
2. The petition for acceptance was initiated by a member of the Williamson County Commission.

A = 890.59'  
 T = 446.21'  
 CH = 889.67'  
 CH BRG = N 41°5'26" E

PARCEL 10.01  
 TERESA POTEAT  
 DEED BK 1028 PG 410

**Zoose Creek By-Pass**



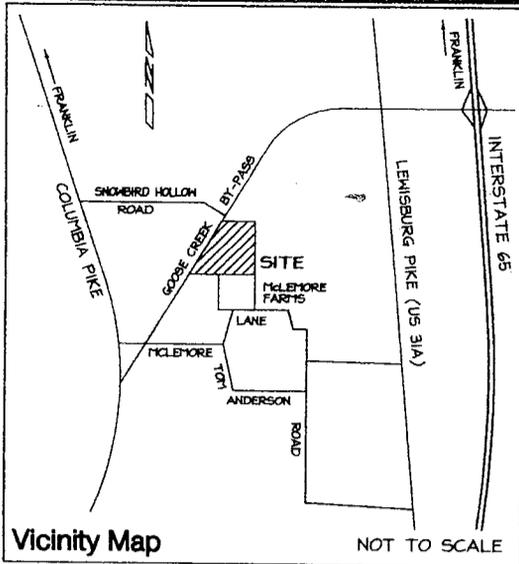
see sheet 1 of 3

see sheet 1 of 3

DON R. CAMERON III

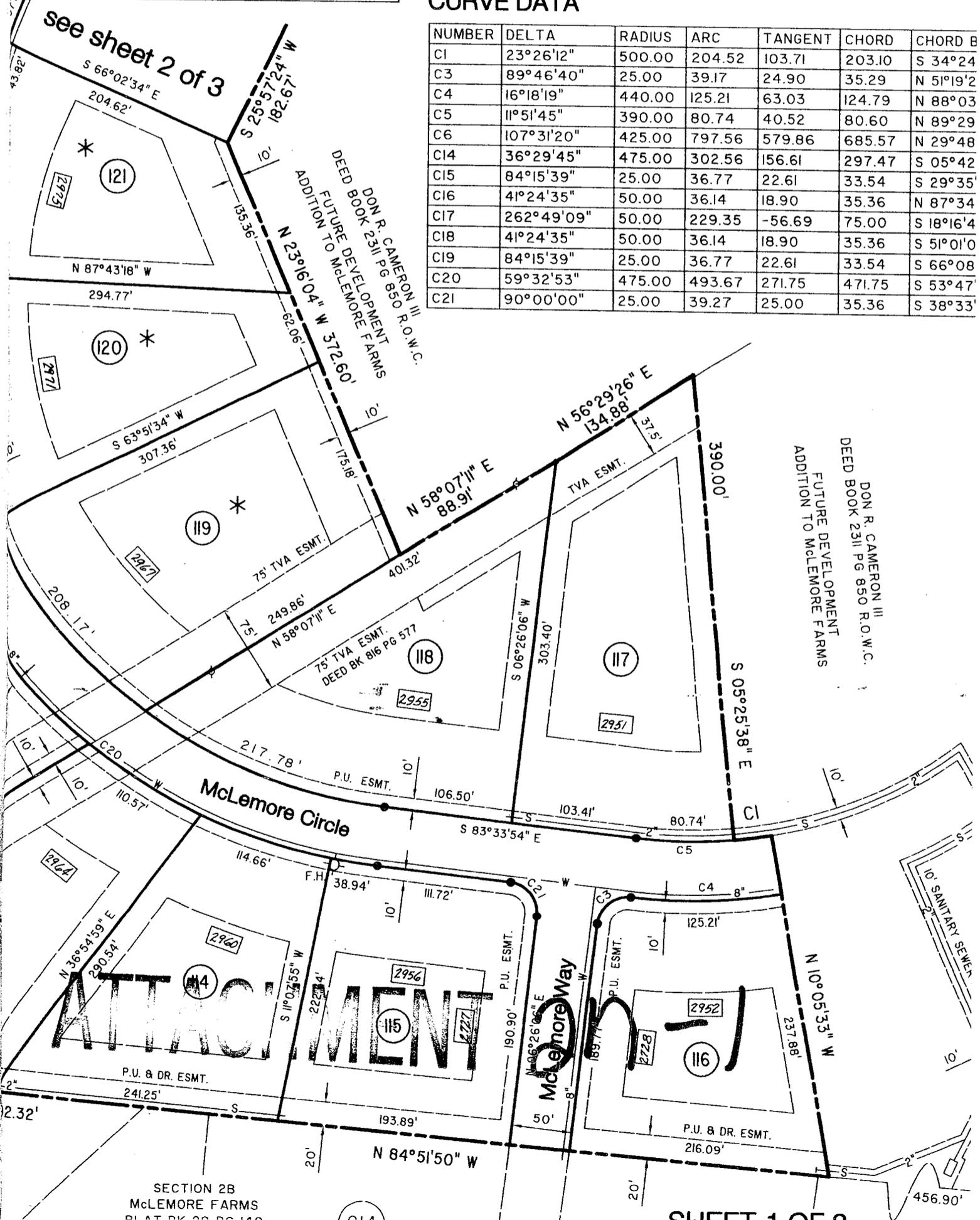


BEARINGS BASED ON PREVIOUS SURVEY OF SUBJECT PROPERTY BY ATLANTIC SURVEYING & MAPPING, ROBYN JO EDWARDS, TENNESSEE R.L.S. NO. 1770, DATED FEB. 7, 2000.



### CURVE DATA

| NUMBER | DELTA      | RADIUS | ARC    | TANGENT | CHORD  | CHORD B    |
|--------|------------|--------|--------|---------|--------|------------|
| C1     | 23°26'12"  | 500.00 | 204.52 | 103.71  | 203.10 | S 34°24'   |
| C3     | 89°46'40"  | 25.00  | 39.17  | 24.90   | 35.29  | N 51°19'2" |
| C4     | 16°18'19"  | 440.00 | 125.21 | 63.03   | 124.79 | N 88°03'   |
| C5     | 11°51'45"  | 390.00 | 80.74  | 40.52   | 80.60  | N 89°29'   |
| C6     | 107°31'20" | 425.00 | 797.56 | 579.86  | 685.57 | N 29°48'   |
| C14    | 36°29'45"  | 475.00 | 302.56 | 156.61  | 297.47 | S 05°42'   |
| C15    | 84°15'39"  | 25.00  | 36.77  | 22.61   | 33.54  | S 29°35'   |
| C16    | 41°24'35"  | 50.00  | 36.14  | 18.90   | 35.36  | N 87°34'   |
| C17    | 262°49'09" | 50.00  | 229.35 | -56.69  | 75.00  | S 18°16'4" |
| C18    | 41°24'35"  | 50.00  | 36.14  | 18.90   | 35.36  | S 51°01'0" |
| C19    | 84°15'39"  | 25.00  | 36.77  | 22.61   | 33.54  | S 66°08'   |
| C20    | 59°32'53"  | 475.00 | 493.67 | 271.75  | 471.75 | S 53°47'   |
| C21    | 90°00'00"  | 25.00  | 39.27  | 25.00   | 35.36  | S 38°33'   |







WILLIAMSON COUNTY HIGHWAY COMMISSION

**REPORT FOR ACCEPTANCE OF MCLEMORE CIRCLE AND PIGSKIN COURT, ADDITIONS TO MCLEMORE FARMS SECTION TWO, AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.**

**RESOLUTION** \_\_\_\_\_

Re: HIGHWAY LAWS OF WILLIAMSON COUNTY May 1988

Chapter 373, Tennessee General Assembly Private Acts of 1937.

Section 18: That any petition for the opening, changing, closing or acceptance of road as County Roads, shall be directed to the Board of Highway commissioners and the petition shall describe the road in detail, giving the termini, length, course and width, and shall be accompanied by a map thereof drawn to scale, and may include such other matters as the petitioner or petitioners may urge upon the Commissioners and the County Court for the acceptance of said road as a county road. It shall be the duty of the Board of Highway commissioners, upon said petition being filed with them, to investigate the advisability of opening or changing such road, and submit a written report to the county court showing the assessed value of property abutting thereon, the amount of travel taken care of by said road, and such other matters as would throw light upon its importance as a county road. The Commission shall then at the next term of the Quarterly Court make its recommendation as to whether the road should or should not be accepted as a county road, or opened, or closed, or changed, and the Quarterly County Court may take such action as it deems best. The original petition and map submitted by the petitioners shall remain on file in the office of the County Judge.

**DISCUSSION**

This resolution, with accompanying map, indicates the above referenced roadways have a 50' ROW. The roadway length for McLemore Circle is .262 tenths of a mile and Pigskin Court is .090 tenths of a mile, as shown on the resolution included with this report. The Additions to McLemore Farms Subdivision, Section Two, is located within the Southeast District. The assessed value of the properties abutting the roadway is \$17,774,100.00 as recorded in the office of the Williamson County Tax Assessor.

**ROADWAY CONDITION**

The present surface of the roadway is asphalt (E Mix), in good condition, with a Width of twenty-six (26') feet. Each side of the roadway is bordered by an extruded concrete curb. The roadways have been constructed in accordance with the specifications and details as shown in the Williamson County Subdivision Regulations, APPENDIX F, (Specifications for Subdivision Roadway & Drainage Construction), and the required Roads, Drainage and Erosion Control bond has been released by the Williamson County Regional Planning Commission.

## TRAFFIC

The estimated traffic count for an average day, at ten trips per household is two-hundred (200) trips per day.

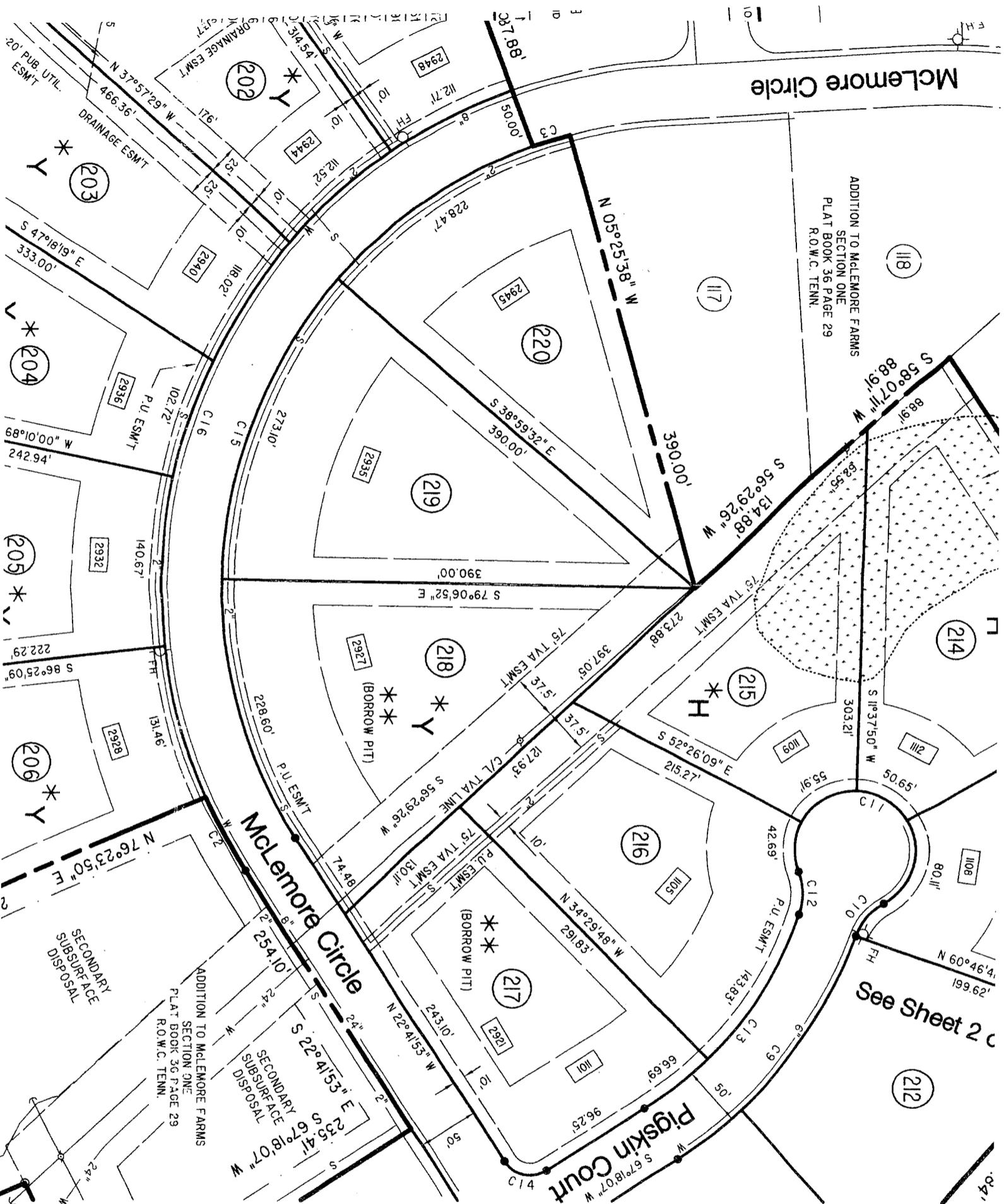
## CONCLUSION

It is the recommendation of the Williamson County Highway Commission that:

1. This road meets the requirements of acceptance and addition to the Williamson County Road list; and
2. The petition for acceptance was initiated by a member of the Williamson County Commission.

McLemore Circle

ADDITION TO McLEMORE FARMS  
SECTION ONE  
PLAT BOOK 36 PAGE 29  
R.O.W.C. TENN.



See Sheet 2 of 2

See Sheet 2 c



**RESOLUTION NO.** 9-09-1  
**Requested by: BOARD OF EDUCATION**

**RESOLUTION APPROPRIATING \$136,859.18 FROM UNDESIGNATED FUND BALANCE TO SETTLE COURT ORDER**

**WHEREAS,** The Williamson County Board of Education has been involved in a special education due process case dating back to 2005-06 in which a judgment has been entered in part for the petitioner family and in part for the respondent school system; and

**WHEREAS,** an attorney fees judgment was entered for the petitioner family in the reduced amount of **\$136,859.18**; and

**WHEREAS,** the Board voted to settle this case in the said amount of **\$136,859.18**; and

**WHEREAS,** this is an unanticipated expense and therefore fund balance can be used to fund it;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on September 14, 2009 approve the above noted expenditure in the amount of **\$136,859.18** and amend the 2009-2010 General Purpose School Fund budget as follows:

|                    |                                  |                                  |
|--------------------|----------------------------------|----------------------------------|
| <b>Revenue</b>     |                                  |                                  |
| 141.39000          | <b>Undesignated Fund Balance</b> | <b>\$136,859.18</b>              |
| <b>Expenditure</b> |                                  |                                  |
| 141.72220.539999   | <b>OCS-Attorney Fees</b>         | <b>\$136,859.18</b>              |
|                    | <b>Total</b>                     | <b>\$136,859.18 \$136,859.18</b> |



Commissioner Bob Barnwell

**Committees Referred to and Action**

|                     |                     |                    |                   |                  |
|---------------------|---------------------|--------------------|-------------------|------------------|
| <b>Taken</b>        |                     |                    |                   |                  |
| <b>School Board</b> | <b>Yes</b> <u>9</u> | <b>No</b> <u>2</u> | <b>Pass</b> _____ |                  |
| <b>Education</b>    | <b>Yes</b> _____    | <b>No</b> _____    | <b>Pass</b> _____ |                  |
| <b>Budget</b>       | <b>Yes</b> _____    | <b>No</b> _____    | <b>Pass</b> _____ |                  |
| <b>Commission</b>   | <b>Yes</b> _____    | <b>No</b> _____    | <b>Pass</b> _____ | <b>Out</b> _____ |

\_\_\_\_\_  
 Elaine Anderson-County Clerk

\_\_\_\_\_  
**Houston Naron, Jr. - Commission Chairman**

\_\_\_\_\_  
 Rogers Anderson-County Mayor

\_\_\_\_\_  
 Date

Resolution No. 9-09-3  
Requested by: Emergency Communications Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
EMERGENCY COMMUNICATIONS BUDGET BY \$342,635.87- REVENUES  
TO COME FROM STATE GRANT FUNDS**

**WHEREAS**, the Williamson County Emergency Communications applied and received notification that grant funding in the 2009-10 fiscal year has been approved to improve interoperable emergency communication capabilities through training, exercise and planning; and

**WHEREAS**, regional training will be scheduled for participation for multiple agencies from 40 counties in Middle Tennessee and the Nashville UASI (Urban Area Security Initiative), and these expenses will be submitted on a quarterly basis for reimbursement;

**NOW, THEREFORE, BE IT RESOLVED**, that the 2009-10 Emergency Communication budget be amended, as follows:

**EXPENDITURES:**

Interoperable Communications Training Grant 2010                      \$342,635.87  
(101.54410.524.002)

**REVENUES:**

Other State Grant Funds - Emergency Communications  
Community Enhancement Grant 2010                                      \$342,635.87  
(101.46980.033)

**AND, BE IT FURTHER RESOLVED**, that the Board of Commissioners, meeting in regular session, this the 14<sup>th</sup> day of September, 2009, hereby authorizes the County Mayor to execute a contract, and any subsequent amendments thereto, with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfct/Public Safety Cmte.    For 6    Against 0  
Budget Committee                      For         Against       
Commission Action Taken: For         Against         Pass         Out     

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-4  
Requested by: Sheriff's Department

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
SHERIFF'S DEPARTMENT BUDGET BY \$16,534.30 - REVENUES  
TO COME FROM STATE GRANT FUNDS**

**WHEREAS,** highway traffic safety grant funds are available through the Tennessee Department of Transportation-Governor's Highway Safety Office; and,

**WHEREAS,** the Sheriff's Department has applied for and received grant funds through this program, which can be utilized for expenses associated with the following:

- \* participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and on-seat belt usage for children and passengers, as well as activities to promote high visibility highway safety campaigns;
- \* provide training to increase skills and knowledge, including, but not limited to: At-Scene traffic Crash Investigations; SFST, Traffic Stops, radar Training, Officer Spanish Communication; and,
- \* education and networking opportunities for law enforcement officials and other community stakeholders;

**WHEREAS,** these grant funds are based on reimbursements and received on a quarterly basis;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-10 Sheriff's Department budget be amended, as follows:

**EXPENDITURES:**

|                                   |                 |
|-----------------------------------|-----------------|
| Salaries-overtime (101.54110.187) | \$ 12,294.33    |
| Training/Travel (101.54110.524)   | <u>4,239.97</u> |
|                                   | \$ 16,534.30    |

**REVENUES:**

|   |                     |
|---|---------------------|
| Other State Grant-Highway Safety<br>(101.46980.006) | <b>\$ 16,534.30</b> |
|---|---------------------|

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfct/Public Safety Committee For 6 Against 0  
Budget Committee For      Against     

Commission Action Taken: For      Against      Pass      Out     

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-5  
Requested by: Sheriff's Dept.

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-2010  
SHERIFF'S OFFICE BUDGET BY \$6,845.00- REVENUES  
TO COME FROM SEXUAL OFFENDER REGISTRY RESERVE**

**WHEREAS,** Pursuant to T.C. A. Code 40-39-204 (c), Sexual offenders are required to report in person and register with the designated law enforcement agency in the jurisdiction the offender resides; and,

**WHEREAS,** the offenders are required to pay \$100.00 annually to the designated law enforcement agency to be used to purchase equipment, provide training, and defray personnel and maintenance costs, and any other expenses incurred as a result of the implementation of this registry; and,

**WHEREAS,** there is a need to utilize these funds for the purpose of purchasing specialized equipment to assist in the implementation of this registry; and,

**WHEREAS,** fees received from the registrants have been collected and deposited in the Reserve Account for Sexual Offender Registry; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-2010 Sheriff's Office budget be amended, as follows:

**REVENUES:**

Reserve – Sexual Offender Registry \$6,845  
(101.34157)

**EXPENDITURE:**

Sheriff's Office – Sexual Offender Contracts \$ 900  
(101.54160.312)  
Sheriff's Office – Sexual Offender Office Supplies \$ 100  
(101.54160.435)  
Sheriff's Office – Sexual Offender Other Equipment \$5,845  
(101.54160.709) \$6,845

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfct/Public Safety Committee \_\_\_\_\_ For 6 Against 0  
Budget Committee \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-6  
Requested by: Judicial Drug Court

FILED 8/19/09  
ENTERED 8:50 a.m.  
ELAINE ANDERSON, COUNTY CLERK *lw*

**RESOLUTION APPROPRIATING \$47,506.32 TO THE 21<sup>ST</sup> DRUG COURT, INC.  
REVENUES TO COME FROM DUI FINES**

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

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

**WHEREAS**, T.C.A. §55-101-452 authorizes the expenditure of these funds for alcohol and drug treatment facilities, licensed by the department of health, metropolitan drug commissions or other similar programs sanctioned by the Governor's Drug Free Tennessee Program, organizations exempted from the payment of federal incomes taxes by the United States Internal Revenue Codes (26 U.S.C. and 501(c)(3)), whose primary mission is to educate the public on the dangers of illicit drug use or alcohol abuse or to render treatment for alcohol and drug addictions, or organizations that operate drug and alcohol programs for the homeless or indigent; and,

**WHEREAS**, the Circuit Court Judges have requested that \$47,506.32 in fines accumulated in the dedicated account be released to the 21<sup>st</sup> Drug Court, Inc. to continue to provide treatment and services for the participants in the program;

NOW, THEREFORE, BE IT RESOLVED, that there being adequate funds available in the DUI Fines Account, the Williamson County Board of Commissioners, meeting in regular session this 14<sup>th</sup> day of September, 2009, hereby authorizes the release of \$47,506.32 to the 21<sup>st</sup> Drug Court, Inc. for continuing the treatment and other services required for the participants in the programs, as follows:

**EXPENDITURE:** **\$47,506.32**  
Drug Treatment – 21<sup>st</sup> Drug Court, Inc.  
(101.53330.368)

**REVENUES:** **\$47,506.32**  
Reserve Account – Alcohol & Drug Treatment  
(101.34151)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfcct/PublicSafety Committee For 6 Against 0  
Budget Committee For      Against       
Commission Action Taken: For      Against      Pass      Out     

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. – Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-7  
Requested by: Judicial Drug Court

**RESOLUTION APPROPRIATING \$36,326.04 TO THE 21<sup>ST</sup> DRUG COURT, INC.  
REVENUE TO COME FROM DEDICATED ACCOUNT**

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

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

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

**WHEREAS**, the fees collected pursuant to T.C.A. §16-22-109 are necessary for the ongoing operation of the 21<sup>st</sup> Drug Court, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 14<sup>th</sup> day of September, 2009, hereby appropriates \$36,326.04 to the 21<sup>st</sup> Drug Court, Inc. for the continuing treatment, education and other services required for the participants in the program, pursuant to T.C.A. §16-22-109 as follows:

**EXPENDITURE:** **\$36,326.04**  
Drug Treatment – 21<sup>st</sup> Drug Court, Inc.  
(101.53330.368)

**REVENUES:** **\$36,326.04**  
Drug Court Reserve Balance  
(101.34156)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfct/Public Safety Committee For 6 Against 0  
Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. – Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-8  
Requested by: Judicial Drug Court

**RESOLUTION APPROPRIATING \$11,998.92 TO THE 21<sup>ST</sup> DRUG COURT, INC.  
REVENUE TO COME FROM DESIGNATED FUND BALANCE**

**WHEREAS**, the Circuit and General Sessions Criminal Courts of Williamson County have ordered fines be paid which the courts have designated for use of the 21<sup>st</sup> Drug Court, Inc.; and

**WHEREAS**, the 21<sup>st</sup> Drug Court, Inc. is a 501(c)(3) non-profit corporation operating a program for the education and treatment of drug offenders; and

**WHEREAS**, the funds received by Williamson County as a result of such court orders during fiscal year 2008-2009, are in a designated fund for the 21<sup>st</sup> Drug Court, Inc.; and

**WHEREAS**, the fines and fees ordered by the courts are necessary for the on-going operation of the 21<sup>st</sup> Drug Court, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 14<sup>th</sup> day of September, 2009, hereby appropriates \$11,998.92 to the 21<sup>st</sup> Drug Court, Inc. for the continuing treatment, education and other services required for the participants in the program, as follows:

**EXPENDITURE:** **\$11,998.92**  
Drug Treatment – 21<sup>st</sup> Drug Court, Inc.  
(101.53330.368)

**REVENUES:** **\$11,998.92**  
Designated Fund Balance  
(101.35130)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfc/PUBLIC SAFETY Committee For 6 Against 0  
Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. – Commission Chairman

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

\_\_\_\_\_  
Date



Resolution No. 9-09-18  
Requested by: Animal Control

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
ANIMAL CONTROL AND CAPITAL PROJECTS BUDGETS  
BY \$114,328.43 - REVENUES TO COME FROM COUNTY  
GENERAL FUND BALANCE AND PRIVATE DONATIONS**

**WHEREAS,** the Williamson County Animal Control has received private donations to be utilized for special programs and needs of the Animal Control facility; and,

**WHEREAS,** of these donations, \$100,000 was received to be specifically earmarked towards the installation of air-conditioning in the kennels area of the facility; and,

**WHEREAS,** these funds are not a part of the regular operating budget;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-10 Animal Control and Capital Projects budgets be amended, as follows:

**REVENUES:**

|  |                     |
|--|---------------------|
| County General Fund Balance-Prior Year |                     |
| Donations (101.39000)                  | \$ 5,086.68         |
| Donations (101.48610)                  | <u>109,241.75</u>   |
|  | <b>\$114,328.43</b> |

**EXPENDITURES:**

|                               |                     |
|-------------------------------|---------------------|
| Other Supplies & Materials    |                     |
| (101.55120.499.002)           | \$ 14,328.43        |
| Transfers Out (101.99100.590) | <u>100,000.00</u>   |
|                               | <b>\$114,328.43</b> |

**REVENUES:**

|                          |                     |
|--------------------------|---------------------|
| Transfers In (171.49800) | <b>\$100,000.00</b> |
|--------------------------|---------------------|

**EXPENDITURES:**

|                                      |                     |
|--------------------------------------|---------------------|
| Building Improvements-Animal Control |                     |
| (171.91140.707.013)                  | <b>\$100,000.00</b> |

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee \_\_\_\_\_ For \_\_\_\_ Against \_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. -Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-19  
Requested by: Parks & Recreation

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
CAPITAL PROJECTS BUDGET BY \$5,723.21 FOR THE PURCHASE OF  
EQUIPMENT FOR USE AT BRENTWOOD CIVITAN  
PARK -REVENUES TO COME FROM DONATIONS**

**WHEREAS,** the Civitan Club has submitted a donation to purchase certain equipment for use at the park;

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

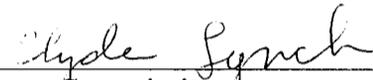
**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-10 Capital Projects budget be amended, as follows:

**EXPENDITURES:**

Parks Amenities-Brentwood Civitan Park \$ 5,723.21  
(171.91150.799.030)

**REVENUES:**

Donations \$5,723.21  
(171.48610)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee For \_\_\_\_ Against \_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-21  
Requested by: Library Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
LIBRARY BUDGET BY \$81,407.23 - REVENUES  
TO COME FROM MISCELLANEOUS DONATIONS**

**WHEREAS**, the Williamson County War Memorial Library Foundation has received donations from individuals and organizations which can be utilized for library services and collections; and,

**WHEREAS**, these funds were not anticipated during the preparation of the current operating budget;

**NOW, THEREFORE, BE IT RESOLVED**, that the 2009-10 Library Budget be amended, as follows:

**REVENUES:**

|  |                    |
|--|--------------------|
| Designation-Library Donations (101.35120)          | \$44,698.92        |
| Donations-Other Local Revenue (101.44990)          | 3,876.00           |
| Donations-Wmsn. Recycles (101.48610)               | 1,966.20           |
| Donations - Memorials (101.48610.001)              | 631.11             |
| Donations - Cities (101.48610.002)                 | 16,500.00          |
| Donations - Friends of the Library (101.48610.003) | <u>13,735.00</u>   |
|  | <b>\$81,407.23</b> |

**EXPENDITURES**

|  |                    |
|--|--------------------|
| Data Processing Supplies (101.56500.411)       | \$ 3,876.00        |
| Library Books/Media (101.56500.432.001)        | 66,714.16          |
| Other Supplies & Materials (101.56500.499.001) | <u>10,817.07</u>   |
|  | <b>\$81,407.23</b> |

  
Bob Barnwell-County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Library Board For 7 Against 0  
Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

JW

Resolution No. 9-09-24  
Requested by: County Health Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
HEALTH DEPARTMENT BUDGET BY \$448,062-REVENUES  
TO COME FROM GRANT THROUGH STATE OF TENNESSEE**

**WHEREAS**, grant funds are available for the local health department through the State of Tennessee which can be utilized for operational costs for rural health services; and,

**WHEREAS**, the 2009-10 Health Department budget included grant funds projected for the current fiscal year in the amount of \$1,019,900; and,

**WHEREAS**, an additional \$448,062 in State grant funds are available to be utilized for the administration and operational costs related to the H1N1 vaccination program;

**NOW, THEREFORE, BE IT RESOLVED**, that the 2009-10 Health Department budget be amended, as follows:

**EXPENDITURES:**

Contracts w/Government Agencies \$448,062  
(101.55110.309.005)

**REVENUES:**

State Grant Funds \$448,062  
(101.46980.009)

**AND BE IT FURTHER RESOLVED**, that the County Mayor is hereby authorized to execute the documents necessary to complete this contract.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee For \_\_\_\_ Against \_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson - County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-26  
Requested by: Circuit Court Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
CIRCUIT COURT CLERK'S BUDGET BY \$25,000 - REVENUES  
TO COME FROM RESERVE ACCOUNT**

**WHEREAS**, the Circuit Court Clerk's Office is in need of various office equipment; and,

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

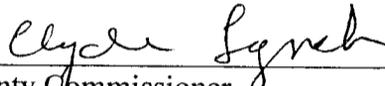
**NOW, THEREFORE, BE IT RESOLVED**, that the 2009-10 Circuit Court Clerk's Office budget be amended, as follows:

**EXPENDITURES:**

Office Equipment \$ 25,000  
(101.53100.719)

**REVENUES:**

Reserve Automation-General Sessions Criminal \$ 20,000  
(101.34163)  
Reserve Automation - General Sessions Civil 5,000  
(101.34164) \$ 25,000

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee For \_\_\_ Against \_\_\_  
For \_\_\_ Against \_\_\_

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

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-27  
Requested by: Economic Development Office

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10 ECONOMIC  
DEVELOPMENT BUDGET BY \$1,500 - FUNDS TO COME FROM GRANTS  
RECEIVED FROM THE STATE OF TENNESSEE**

**WHEREAS,** the Williamson County Economic Development Department is the recipient of up to \$1,500 grant funding from the State of Tennessee, Department of Economic and Community Development; and,

**WHEREAS,** said grant funds are to be utilized for expenses related to conference fees, registration and other related travel costs; and,

**WHEREAS,** local match funding for these grant funds is contained within the existing departmental operating budget;

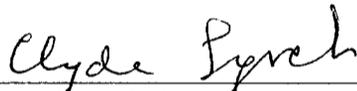
**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-10 Economic Development budget be amended, as follows:

**EXPENDITURES:**

Travel \$ 1,500.00  
(101.58190.355)

**REVENUES:**

Other State Grant - Economic Development \$ 1,500.00  
(101.46980.031)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-28  
Requested by: District Attorney General's Office

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10  
COUNTY GENERAL BUDGET BY \$105,576.71- REVENUES  
TO COME FROM VICTIM ASSESSMENT FEES**

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

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

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

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

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

**WHEREAS,** the Board of County Commissioners of Williamson County has determined that it is in the interest of the citizens of Williamson County to appropriate the funds that have been collected for the Victim's Assistance Program through June 30, 2009 be appropriated to the Victims of Crime Assistance Program – 21<sup>st</sup> District;

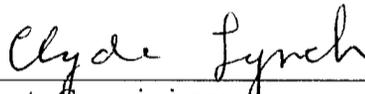
**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-10 County General Budget be amended, as follows:

**EXPENDITURES:**

Victims of Crime Assistance Programs,  
21<sup>st</sup> District Incorporated \$ 105,576.71  
(101.53930.316)

**REVENUES:**

Reserve-Victims Assistance Programs \$105,576.71  
(101.34159)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

(VictimsCrimeAssistance-ReserveAcct)

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-2010  
SHERIFF'S OFFICE BUDGET BY \$6,600- REVENUES  
TO COME FROM OTHER DIRECT FEDERAL REVENUE**

**WHEREAS,** the United States Marshals Service received Equitable Sharing Funds based on solved cases, and now desire to distribute these funds among local law enforcement agencies that participated in solving the cases; and

**WHEREAS,** these funds may be expended for travel, training, fuel, supplies and/or equipment for use by Williamson County Sheriff's officers who are sworn Special Deputy U.S. Marshals; and

**WHEREAS,** the Sheriff's Department intends to purchase data processing equipment and other supplies for use by Task Force Officers; and

**WHEREAS,** the U.S. Marshals Service will reimburse Williamson County for these allowable expenses.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2009-2010 Sheriff's Office budget be amended, as follows:

**REVENUES:**

Other Direct Federal Revenue \$ 6,600  
(101.47990)

**EXPENDITURE:**

Other Charges – U.S. Marshal Services \$ 6,600  
(101.54110.599.002)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfct/Public Safety Committee For \_\_\_\_\_ Against \_\_\_\_\_  
Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-10  
Requested by Franklin Christian Academy

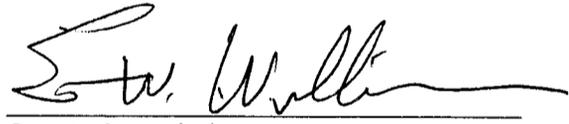
**A RESOLUTION TO ESTABLISH A LOWER SCHOOL SPEED LIMIT ZONE  
ON BETHLEHEM LOOP ROAD TO ACCOMMODATE THE FRANKLIN CHRISTIAN  
ACADEMY TO BE LOCATED AT THE BETHLEHEM UNITED METHODIST CHURCH**

- WHEREAS,** Bethlehem Loop Road is a county road located in the unincorporated area of Williamson County;
- WHEREAS,** Bethlehem United Methodist Church is located on Bethlehem Loop Road which the Franklin Christian Academy desires to use;
- WHEREAS,** *Tennessee Code Annotated*, Section 55-8-152 authorizes a legislative body of a county, based on an engineering report, to establish a school speed limit zone adjacent to school grounds;
- WHEREAS,** RPM Transportation Consultants conducted an engineering study ("Report") in which it recommended the establishment of a school speed limit zone of 25 mph as well as the installation of signs and other warning devices (Conclusions and Recommendations are attached and made a part of this resolution as Attachment "A");
- WHEREAS,** On August 5, 2009, the Highway Commission, based on the recommendations contained in the Conclusions and Recommendations, recommended to the County Commission the establishment of the 25 mph school speed zone with the condition that the applicant purchase and install all signs, flashing beacons, school advance warning systems and all other warning devices to the specifications contained in the Report and as required by applicable law;
- WHEREAS,** The applicants have agreed to be responsible for the cost of the installation of the signs, flashing beacons, school advance warning systems, and any other warning devices to the specifications contained in the Report and required by applicable law, statute, or codes; and
- WHEREAS,** Based on the engineering report, the Board of Commissioners finds that the public safety of the citizens of Williamson County support establishing a school speed zone of 25 mph on the portion of Bethlehem Loop Road in which the Bethlehem United Methodist Church is located.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this the 14<sup>th</sup> day of September, 2009, authorizes the establishment of a school speed zone of 25 miles per hour on the portion of Bethlehem Loop Road that the Bethlehem United Methodist Church is located based on the Conclusion and Recommendations contained in the Report which is attached and made a part of as Attachment "A";

**AND BE IT FURTHER RESOLVED,** that the Williamson County Highway Department oversee the installation of the warning devices to ensure that the signs, flashing beacons, school advance warning systems and all other warning devices are installed to the specifications contained in the Conclusions and Recommendations of the RPM Transportation Consultant's Report and as required by applicable law.

  
County Commissioner

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission\*:                      For   5   Against   0   Pass      Out

Commission Action Taken:                For      Against      Pass      Out

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

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

\_\_\_\_\_  
Date

\*Accepted the Recommendations contained in the Report and recommend that the County Commission approve the establishment of a 25 mile per hour school speed limit zone.

## ATTACHMENT "A"

Conclusions and Recommendations

Because traffic volumes on Bethlehem Loop Road are currently low and the projected number of students is relatively low, the impacts caused by the new traffic generated by Franklin Christian Academy will be manageable. Analyses have shown that operational levels of service will remain adequate for the school access points. Sight distances and turn lane analyses determined that no roadway geometric improvements are warranted for the proposed school's estimated enrollment during its temporary use of the BUMC facility, although current traffic warrants a northbound left turn lane at the intersection of Hillsboro Road and Bethlehem Loop Road. In order to provide safe access conditions for the site, the following improvements are recommended as written below and shown in Figure 5:

- Franklin Christian Academy should utilize the existing internal circulation at Bethlehem United Methodist Church, which allows entering traffic only at the eastern access and entering and exiting traffic at the western access. Student drop-offs and pick-ups can be accomplished by entering at the eastern access, circulating through the breeze-way, and exiting at the western access.
- It would be desirable for FCA to instruct parents, students, and faculty not to attempt to turn left from eastbound Bethlehem Loop Road onto Hillsboro Road but rather to reach northbound Hillsboro Road via Old Hillsboro Road.
- Franklin Christian Academy should encourage parents and students who access the school from the south to continue on Hillsboro Road to the signalized intersection of Hillsboro Road and Old Hillsboro Road in order to avoid the unconventional geometrics at the intersection of Hillsboro Road and Bethlehem Loop Road.
- Legally establish a 25 mph school speed zone. This will likely require approval through the Williamson County Highway Commission. Although Benton Hall School is located directly across the street from the proposed temporary location of FCA, no school speed zone is currently established on Bethlehem Loop Road.
- Sign the 25 mph school speed zone using standard MUTCD signage. This requires the installation of the School Speed Limit Assembly (S5-1) with flashing beacons. Per the MUTCD, these sign assemblies should be installed approximately 100 feet in advance of the eastern church property line. At this same location, install the End School Zone sign (S5-2). On the western church property line, these sign assemblies should be placed approximately 400 feet in advance in order to take into account the property line of Benton Hall School.
- Install a Reduced Speed School Zone Ahead sign (S4-5) for westbound traffic approximately 250 feet east of the School Speed Limit sign.
- Install the School Advance Warning Assembly (S1-1 and W16-9p) approximately 150 feet west of the School Speed Limit sign for eastbound traffic and approximately 100 feet east of the Reduced Speed School Zone Ahead sign for westbound traffic.

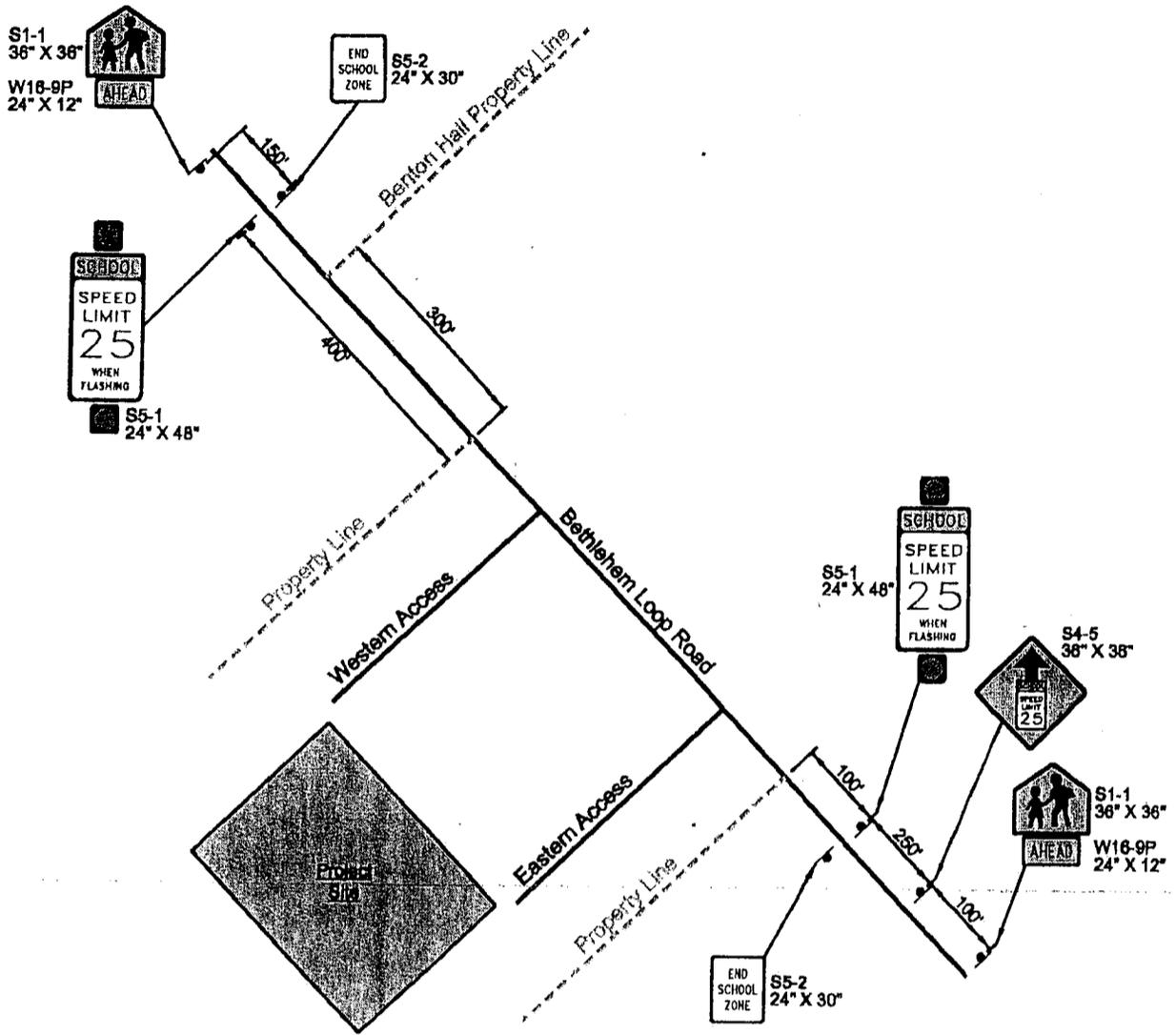
Please contact me if you have any questions concerning this study or its findings.

Sincerely,

A handwritten signature in cursive script that reads "Bob Murphy".

Bob Murphy, P.E., PTOE

RPM TRANSPORTATION CONSULTANTS, LLC



Recommended Improvements  
(Not to Scale)

Figure 5.

Resolution No. 9-09-11  
Requested by: Purchasing Agent

**RESOLUTION DECLARING CERTAIN PROPERTY AND EQUIPMENT SURPLUS  
PROPERTY AND AUTHORIZING THE SALE OF THE  
PROPERTY AND EQUIPMENT AT AUCTION**

**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 determined that the property is no longer needed by Williamson County and as such declares it surplus;

**WHEREAS,** because the property is no longer needed by Williamson County it is proper to declare such property surplus and to authorize the sale of the property at auction, as more specifically outlined on the attachment to this resolution;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this the 14<sup>th</sup> day of September, 2009, formally declares the property and equipment as either unneeded or unusable in its current condition and therefore, surplus property, and authorizes the Williamson County Mayor to sell the property and equipment at auction.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For \_\_\_\_\_ Against \_\_\_\_\_  
Budget Committee: For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

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

\_\_\_\_\_  
Date

## ATTACHMENT RESOLUTION NO. 9-09-11

| <u>Asset Number</u> | <u>Description</u>        | <u>Serial #</u>   |
|---------------------|---------------------------|-------------------|
| 5444                | 87 CHEVY SUBURBAN         | 1GKEV16K6HF523087 |
| 5474                | 93 GMC TRUCK              | 1GTEC14HXP2525169 |
| 5477                | 98 GMC TRUCK 1500         | 1GTGC24R6WE526798 |
| 5486                | 99 FORD CROWN VIC         | 2FAFP71W7XX107467 |
| 5977                | 99 FORD CROWN VIC         | 2FAFP71W0XX242774 |
| 7756                | 00 FORD CROWN VIC         | 2FAFP71W74X173079 |
| 8722                | 03 FORD CROWN VIC         | 2FAFP71W73X106331 |
| 8723                | 03 FORD CROWN VIC         | 2FAFP71W23X106303 |
| 8724                | 03 FORD CROWN VIC         | 2FAFP71W83X106323 |
| 8810                | 02 CHEVY EXPRESS VAN      | 1GNFG15W121234919 |
| 8811                | 02 CHEVY EXPRESS VAN      | 1GNFG15W421234266 |
| 8813                | 02 DODGE RAM WAGON        | 2B5WB35Z32K135853 |
| 9016                | 03 FORD CROWN VIC         | 2FAHP71W23X178644 |
| 9022                | 03 FORD CROWN VIC         | 2FAHP71W23X178661 |
| 9040                | 04 CHEVY IMPALA           | 2G1WF52E749189622 |
| 9061                | 96 FORD CROWN VIC         | 2FALP71W1TX125539 |
| 9075                | 04 FORD CROWN VIC         | 2FAHP71W24X103699 |
| 9076                | 04 FORD CROWN VIC         | 2FAHP71W24X103721 |
| 11691               | 05 CHEVY IMPALA           | 2G1WF52K959269155 |
| 11923               | 05 FORD CROWN VIC         | 2FAHP71W05X169590 |
| 11927               | 05 FORD CROWN VIC         | 2FAHP71W15X169615 |
| 11920               | 05 FORD CROWN VIC         | 2FAHP71W65X169593 |
| 7379                | 01 FORD CROWN VIC         | 2FAFP71W31X104847 |
| 8725                | 03 FORD CROWN VIC         | 2FAFP71W33X106326 |
| 7754                | 96 BUICK CENTURY          | 1G4AG55M3T6415237 |
| 9042                | 2003 Ford E350            | 1FBNE31L83HB98564 |
| 5308                | Zenith TV                 |                   |
| 11443               | RCA TV                    |                   |
| 5346                | COPIER KONICA 1120        |                   |
| 6002                | MP979 LAPTOP COMPUTER     |                   |
| 6879                | COMPUTER, KEYBOARD & TERM |                   |
| 6880                | COMPUTER, KEYBOARD & TERM |                   |
| 7108                | COMPUTER/ SPARE           |                   |
| 7120                | CHEMBOOK LAPTOP           |                   |
| 7131                | COMPUTER/ SPARE           |                   |
| 7133                | COMPUTER/SPARE            |                   |
| 7139                | COMPUTER/ SPARE           |                   |
| 7140                | COMPUTER/ SPARE           |                   |
| 7165                | COMPUTER/ SPARE           |                   |
| 7185                | COMPUTER/TESTBOX          |                   |
| 7190                | COMPUTER/TEST SERVER      |                   |
| 7199                | COMPUTER/PARTTIMER        |                   |
| 7200                | COMPUTER/ SPARE           |                   |
| 7214                | COMPUTER/ TRUCK           |                   |
| 7284                | COMPUTER/                 |                   |
| 7595                | COMPUTER/                 |                   |
| 7598                | COMPUTER/SPARE1           |                   |
| 7625                | COMPUTER/ SPARE           |                   |
| 7632                | COMPUTER/ SPARE           |                   |
| 7638                | COMPUTER                  |                   |
| 7646                | COMPUTER/ SPARE           |                   |
| 7647                | COMPUTER/ SPARE           |                   |
| 7834                | RADIO HANDHELD            |                   |
| 7839                | RADIO HANDHELD            |                   |
| 7840                | RADIO HANDHELD            |                   |
| 7843                | RADIO HANDHELD            |                   |
| 7846                | RADIO HANDHELD            |                   |
| 7848                | RADIO HANDHELD            |                   |
| 7851                | RADIO HANDHELD            |                   |
| 7855                | RADIO HANDHELD            |                   |
| 7856                | RADIO HANDHELD            |                   |
| 7859                | RADIO HANDHELD            |                   |
| 7860                | RADIO HANDHELD            |                   |
| 7867                | RADIO HANDHELD            |                   |
| 12219               | RADIO HANDHELD            |                   |
| 7877                | RADIO HANDHELD            |                   |
| 7978                | COMPUTER/ SPARE           |                   |
| 8000                | COMPUTER/ SPARE           |                   |

| <u>Asset Number</u> | <u>Description</u>        | <u>Serial #</u> |
|---------------------|---------------------------|-----------------|
| 8007                | COMPUTER/ SPARE           |                 |
| 8011                | COMPUTER/ SPARE           |                 |
| 8018                | COMPUTER/ BACKUP          |                 |
| 8020                | COMPUTER/ SPARE           |                 |
| 8047                | COMPUTER/ SPARE           |                 |
| 8048                | COMPUTER/SPARE            |                 |
| 8068                | COMPUTER/ SPARE           |                 |
| 8070                | COMPUTER/                 |                 |
| 8071                | COMPUTER/ SPARE           |                 |
| 8091                | COMPUTER/ SCRAP           |                 |
| 8094                | COMPUTER/ SPARE           |                 |
| 8097                | COMPUTER/ SPARE           |                 |
| 8106                | COMPUTER/ SPARE           |                 |
| 8108                | COMPUTER/ SCRAP           |                 |
| 8111                | COMPUTER/ SPARE           |                 |
| 8132                | COMPUTER/PHON-CN          |                 |
| 8133                | COMPUTER/ SPARE           |                 |
| 8149                | COMPUTER/                 |                 |
| 8517                | COMPUTER/                 |                 |
| 8543                | COMPUTER/ SPARE           |                 |
| 8642                | COMPUTER/                 |                 |
| 8644                | COMPUTER/ SPARE           |                 |
| 8645                | COMPUTER/                 |                 |
| 8654                | COMPUTER SPARE            |                 |
| 8655                | COMPUTER/ SPARE           |                 |
| 8656                | COMPUTER/ SPARE           |                 |
| 8666                | COMPUTER/ SPARE           |                 |
| 8675                | COMPUTER/ SPARE           |                 |
| 8676                | COMPUTER/ SPARE           |                 |
| 8765                | P-3 COMPUTER/             |                 |
| 8768                | P-3 COMPUTER/ SPARE       |                 |
| 8769                | P-3 COMPUTER/             |                 |
| 8770                | P-3 COMPUTER/ SPARE       |                 |
| 8771                | P-3 COMPUTER/ SPARE       |                 |
| 8772                | P-3 COMPUTER/ MECH        |                 |
| 8775                | P-3 COMPUTER/ SPARE       |                 |
| 8776                | P-3 COMPUTER/ SPARE       |                 |
| 10024               | DELL COMPUTER/            |                 |
| 10030               | DELL COMPUTER/            |                 |
| 10061               | DELL WORKSTATION SPARE    |                 |
| 10134               | RADIO HANDHELD            |                 |
| 10160               | P4 COMPUTER/              |                 |
| 11005               | SERVER/ FIFE SERVER ROOM  |                 |
| 11009               | COMPUTER/ SPARE           |                 |
| 11031               | MDT                       |                 |
| 11034               | COMPUTER/ SPARE           |                 |
| 11041               | COMPUTER/ SPARE           |                 |
| 11050               | COMPUTER/ SPARE           |                 |
| 11088               | FAX MACHINE               |                 |
| 11118               | RADIO HANDHELD            |                 |
| 11195               | COMPUTER STEVED           |                 |
| 11197               | COMPUTER                  |                 |
| 11230               | RADIO HANDHELD            |                 |
| 11235               | RADIO HANDHELD            |                 |
| 11237               | RADIO HANDHELD            |                 |
| 11242               | RADIO HANDHELD            |                 |
| 11261               | WEEDEATER                 |                 |
| 11307               | RADIO HANDHELD            |                 |
| 11315               | RADIO HANDHELD            |                 |
| 11330               | RADIO HANDHELD            |                 |
| 11361               | COMPUTER/                 |                 |
| 11375               | COMPUTER/ SPARE           |                 |
| 11377               | COMPUTER/ SPARE           |                 |
| 11378               | LARGE COURT ROOM COMPUTER |                 |
| 11547               | MDT SPARE/                |                 |
| 11558               | COMPUTER/ SPARE           |                 |
| 11592               | LAPTOP/                   |                 |
| 11697               | COMPUTER/                 |                 |

| <u>Asset Number</u> | <u>Description</u>              | <u>Serial #</u> |
|---------------------|---------------------------------|-----------------|
| 11712               | COMPUTER/ SPARE                 |                 |
| 11728               | COMPUTER/ SPARE                 |                 |
| 11824               | RADIO HANDHELD                  |                 |
| 11830               | RADIO HANDHELD                  |                 |
| 11846               | RADIO HANDHELD                  |                 |
| 11856               | RADIO HANDHELD                  |                 |
| 11861               | RADIO HANDHELD                  |                 |
| 11863               | RADIO HANDHELD                  |                 |
| 11865               | RADIO HANDHELD                  |                 |
| 11867               | RADIO HANDHELD                  |                 |
| 11874               | RADIO HANDHELD                  |                 |
| 12142               | COMPUTER/ SPARE                 |                 |
| 12077               | COMPUTER/ SPARE                 |                 |
| 12039               | COMPUTER/MDT                    |                 |
| 8504                | COMPUTER/ MAINT ROOM            |                 |
| 6121                | RADIO                           |                 |
| 10182               | RADIO                           |                 |
| 10185               | RADIO                           |                 |
| 5643                | LAPTOP/                         |                 |
|                     | Cell phones                     |                 |
|                     | Computers                       |                 |
|                     | Books                           |                 |
|                     | Magazines                       |                 |
|                     | Videos                          |                 |
|                     | Mobile radios                   |                 |
|                     | Chairs                          |                 |
|                     | Desks                           |                 |
|                     | File Cabinets                   |                 |
|                     | Tables                          |                 |
|                     | Shredder                        |                 |
|                     | Vacuum                          |                 |
|                     | Plastic wall clock              |                 |
|                     | Polaroid camera                 |                 |
|                     | Tape recorders                  |                 |
|                     | Cameras                         |                 |
|                     | Copier                          |                 |
|                     | Bookshelves                     |                 |
|                     | Door (inside)                   |                 |
|                     | Printers                        |                 |
|                     | Binders                         |                 |
|                     | DVD player                      |                 |
|                     | Refrigerator                    |                 |
|                     | Fax machine                     |                 |
|                     | Wet/dry vac                     |                 |
|                     | Calculators                     |                 |
|                     | Microfilm readers               |                 |
|                     | TVs                             |                 |
|                     | Suitcase (old)                  |                 |
|                     | Electric Typewriters            |                 |
|                     | Index card file cabinets        |                 |
|                     | Hanging files                   |                 |
|                     | Paper trays                     |                 |
|                     | Freezer                         |                 |
|                     | Food tray warmer                |                 |
|                     | Car security screens (dividers) |                 |
|                     | Trunk trays                     |                 |
|                     | Mobile Vision Cameras           |                 |
|                     | Computer monitors               |                 |
|                     | Treadmill                       |                 |

| <u>Asset Number</u> | <u>Description</u>                              | <u>Serial #</u> |
|---------------------|---|-----------------|
|                     | Barcode scanners                                |                 |
|                     | Sewing machine                                  |                 |
|                     | Antennas  |                 |
|                     | Microwave                                       |                 |
|                     | Picture Frames                                  |                 |
|                     | Shelving  |                 |
|                     | VEMCO Mark drafting machine<br>w/ drafting head |                 |
|                     | Browning drafting machine w/ head               |                 |
|                     | Cabinets  |                 |
|                     | Folding Tables                                  |                 |
|                     | Lamp  |                 |
|                     | Picture frame                                   |                 |
|                     | Dry erase boards                                |                 |
|                     | Computer parts                                  |                 |
|                     | Computer Accessories                            |                 |
|                     | Lightbars (will be sold by sealed bid)          |                 |

Resolution No. 9-09-13  
Requested by the Solid Waste Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR THE DISPOSAL OF BATTERIES, OIL, PAINT, ANTIFREEZE, AND ELECTRONICS**

- WHEREAS,** both Williamson County, ("County"), and the City of Franklin, ("Franklin"), are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement to provide services to its citizens pursuant to *Tennessee Code Annotated, Section 12-9-104*;
- WHEREAS,** the citizens of the City and County require the ability to effectively and responsibly dispose of batteries, oil, paint, antifreeze, and electronics ("BOPAE");
- WHEREAS,** the City currently has the ability to accept BOPAE at its transfer station located at 417 Century Court, Franklin, Tennessee;
- WHEREAS,** the parties desire to cooperate pursuant to the terms and conditions of the Interlocal Agreement for the collection and disposal of BOPAE; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County and the City of Franklin to authorize the County Mayor to execute the attached Interlocal Agreement for the provision of services for the collection and disposal of BOPAE.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 14<sup>th</sup> day of September, 2009, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Franklin to define the obligations and responsibilities of the parties for the collection and disposal of batteries, oil, paint, antifreeze, and electronics.

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

COMMITTEES REFERRED TO & ACTION TAKEN:

|                         |              |                  |            |           |
|-------------------------|--------------|------------------|------------|-----------|
| Solid Waste Board       | For <u>4</u> | Against <u>0</u> |            |           |
| Budget Committee        | For _____    | Against _____    |            |           |
| Commission Action Taken | For _____    | Against _____    | Pass _____ | Out _____ |

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE CONCERNING THE DISPOSAL OF BATTERIES, OIL, PAINT, ANTIFREEZE, AND ELECTRONICS**

**THIS INTERLOCAL AGREEMENT**, (“Agreement”), is entered into by and between the **CITY OF FRANKLIN, TENNESSEE**, (“City”), a municipal corporation of the State of Tennessee, and **WILLIAMSON COUNTY, TENNESSEE**, (County”), a subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, to establish the terms and responsibilities of the parties for the collection and disposal of batteries, oil, paint, antifreeze, and electronics.

**RECITALS**

**WHEREAS**, Williamson County and the City of Franklin have the authority, pursuant to T.C.A. §12-9-104 to enter into interlocal agreements to provide services to its citizens;

**WHEREAS**, the citizens of the City and County require the ability to effectively and responsibly dispose of batteries, oil, paint, antifreeze, and electronics (“BOPAE”);

**WHEREAS**, the City has the ability to accept BOPAE at its transfer station located at 417 Century Court, Franklin, Tennessee;

**WHEREAS**, the parties desire to cooperate pursuant to the terms and conditions of this Agreement for the collection and disposal of BOPAE; and

**WHEREAS**, County and City have determined it to be in the best interest of the parties’ respective citizens to enter into this Agreement.

**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.**

County and City are mutually determined to cooperate to provide services with regard to the collection and disposal of BOPAE. Unless otherwise provided for herein, the parties shall be responsible for providing funding to fulfill their individual obligations.

**II. 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 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.

**III. Collection and Disposal of BOPAE**

- A.** The City shall collect BOPAE at its Transfer Station located at 417 Century Court, Franklin, Tennessee (“Transfer Station”).
- B.** Upon request from the City, the County shall provide and deliver pallets to the Transfer Station for the collection of batteries.
- C.** The County and City shall cooperate with each other to obtain the necessary required approvals to classify the Transfer Station as a State approved centralized collection center for motor oil.

**D.** The County shall provide to the City a Tennessee State approved tank to be used for the collection of used motor oil. The City is currently under a contract with a third party vendor for the collection and disposal of motor oil by pumping the tanks on a periodic basis. Should the agreement between the City and the third party vendor expire, the County and the City agree to negotiate in good faith an agreement for the cost of collection and disposal of motor oil.

**E.** At the request of the City, the County shall provide the City a container for the acceptance of paint. The City shall provide the wood chips required for the soaking up and disposal of used paint.

**F.** The County shall provide to the City a tank which will be used for the collection of used antifreeze. The City is currently under a contract with a third party vendor for the collection and disposal of antifreeze by pumping the tanks on a periodic basis. Should the agreement between the City and the third party vendor expire, the County and the City agree to negotiate in good faith an agreement for the cost of collection and disposal of antifreeze.

**G.** The City is currently under contract with Creative Recycling who agrees to dispose of the electronics collected at the Transfer Station, which cannot be disposed of by the City.

**H.** The City agrees that as the owner of the Transfer Station it shall remain solely responsible for providing personnel needed to collect the BOPAE and shall be responsible for all costs of maintaining the Transfer Station.

**I.** The parties agree to cooperate to obtain all required permits and to comply with all applicable federal, state and local laws and regulations.

#### **IV. General Terms**

**A. Term.** The term of this Agreement shall be for a 5 year period which will begin on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2009, (beginning date), and expire on the \_\_\_\_ day of \_\_\_\_\_, 2014, (ending date). The Agreement may be extended by written agreement of the parties to the maximum term as permissible by Tennessee Law. Either party can terminate this Agreement by providing a minimum of 12 months written notice to the other party.

**B. Termination - Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have 10 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.

**C. Compliance with Laws, Codes and Ordinances.** The Parties agree to comply with all applicable federal, state and local laws and regulations.

**D. Notices.** Except as otherwise provided herein, any notice or other communication between the parties hereby 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 the recipient. 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.

1. Notices to County shall be sent to:  
Attention: Office of the County Mayor  
Mayor Rogers Anderson  
Address: 1320 West Main Street, Suite 125  
Franklin, TN 37064
2. Notices to City shall be sent to:  
City: City of Franklin

Attention: Mayor John Schroer  
Address: P.O. Box 305  
109 Third Avenue South  
Franklin, TN 37064

- E. Entire Agreement and Modification of Agreement.** This Agreement, and any exhibits included herewith at the time of execution of this Agreement, contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- F. Waiver.** No waiver by a party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by a party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- G. Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County and/or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- H. Employment Discrimination.** The parties shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- I. Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- J. Taxes.** It is acknowledged by the parties that both City and County are governmental entities exempt from taxation.
- K. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself 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 section.
- L. Assignment - Consent Required.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the transferring party from its obligation hereunder.
- M. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- N. Governing Law.** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
- O. Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee. This Agreement is governed by the laws of the State of Tennessee with venue lying in Williamson County, Tennessee.
- P. Severability.** Should any provision of this Agreement be declared to be 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.

**Q. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

**R. Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the City and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

**WILLIAMSON COUNTY:**

**CITY OF FRANKLIN:**

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

\_\_\_\_\_  
John Schroer, Franklin Mayor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**Approved as to form and legality:**

**Approved as to form and legality:**

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

\_\_\_\_\_  
City of Franklin Attorney

Resolution No. 9-09-14  
Requested by: Purchasing Agent

**RESOLUTION DECLARING CERTAIN PROPERTY AND EQUIPMENT SURPLUS  
PROPERTY AND AUTHORIZING THE SALE OF THE  
PROPERTY BY SEALED BID**

- 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 is the proper legal owner of 15 patrol car light bars; and,
- WHEREAS,** Williamson County has determined that the property is no longer needed by Williamson County and as such declares it surplus;
- WHEREAS,** because the property is no longer needed by Williamson County it is proper to declare such property surplus and to authorize the sale of the property by sealed bid;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this the 14<sup>th</sup> day of September, 2009, formally declares these items as either unneeded or unusable in its current condition and therefore, surplus property, and authorizes the Williamson County Mayor to sell the property through the acceptance of sealed bids.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee: For \_\_\_\_\_ Against \_\_\_\_\_  
Budget Committee: For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-15  
Requested by: Director of Solid Waste Department

**RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS  
PROPERTY AND AUTHORIZING THE SALE OF THE EQUIPMENT**

**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;

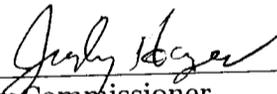
**WHEREAS**, Williamson County is the owner of the following equipment;

- Old fuel tanks received at landfill
- Old 40 yd dumpsters beyond repair
- Old 8 yd dumpsters beyond repair
- Truck body (body only)
- Hydroseeder beyond repair
- Crane-from government surplus

**WHEREAS**, the Williamson County Legislative Body has determined that the Equipment is no longer needed by Williamson County and as such declares it surplus; and

**WHEREAS**, because the Equipment is no longer needed by Williamson County it is proper to declare such property surplus and to authorize the sale of the Equipment by public auction.

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of Commissioners meeting on this the 14<sup>th</sup> day of September, 2009, declare that the County owned equipment listed above is either unneeded or unusable in its current condition and therefore, surplus property, and authorizes the Williamson County Mayor to sell the property through a public auction.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Solid Waste Board: For 4 Against 0  
 Budget Committee: For \_\_\_\_\_ Against \_\_\_\_\_  
 Property Committee: For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-16  
Requested by: **County Mayor's Office**

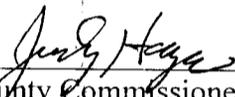
**RESOLUTION TO ADOPT THE HOME PROGRAM  
POLICIES AND PROCEDURES FOR WILLIAMSON COUNTY, TN**

**WHEREAS**, Williamson County Board of Commissioners approved, meeting in regular session July 13, 2009 (Res.7-09-13), to accept the Tennessee Housing Development Agency Home Grant in an amount of \$407,216; and,

**WHEREAS**, the Home Program will make available financial and/or technical assistance for the rehabilitation of owner-occupied homes in Williamson County; and,

**WHEREAS**, it is the desire of Williamson County Board of Commissioners to adopt the Home Program Policies and Procedures to insure applicant eligibility criteria in order to meet the qualifications for rehabilitation grant;

**NOW, THEREFORE, BE IT RESOLVED** by Williamson County Board of Commissioners, meeting in regular session on this 14<sup>th</sup> day of September, 2009, that the attached Home Program Policies and Procedures for Williamson County, Tennessee are hereby adopted.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Elaine Anderson County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

## HOME PROGRAM POLICIES AND PROCEDURES FOR

### Williamson County

#### 1. PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound and sanitary.

#### 2. AUTHORITY

The legal authority of this program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

#### 3. PROGRAM RESOURCES

The source of funds for the undertaking of these activities is a grant in the amount of **\$407,216.00** which **Williamson County** has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

#### 4. APPLICABLE LAWS

- A. The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.
1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358).
  2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), 49 CFR Part 24, and 24 CFR 92.353)
  3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
  4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92.352.

- c. Any drug counseling, rehabilitation, and employee assistance programs;
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Providing each employee engaged in the performance of the HOME contract a copy of the notification required in paragraph A(1) above;
- D. The written notification required in paragraph A(1) above will advise the employee that as a condition of employment under the HOME grant, the employee will:
  - 1. Abide by the terms of the notification; and
  - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five (5) calendar days after such conviction.
- E. Notifying the State in writing, within ten (10) calendar days after receiving notice under D(2) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking on of the following actions within thirty (30) calendar days of receiving notice under D(2) above, with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such employee, up to an including termination, consistent with requirement of the Rehabilitation Act of 1973, as amended; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
  - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E and F above.

|                                |
|--------------------------------|
| <b>6. CONFLICT OF INTEREST</b> |
|--------------------------------|

- A. No person listed in paragraph B may obtain a financial interest or benefit from the HOME- assisted activity, or have an interest in any contract, subcontractor or

that would unduly restrict the good and marketable nature of the ownership interest.

4. The applicant must voluntarily apply for assistance.

|                              |
|------------------------------|
| <b>8. INCOME ELIGIBILITY</b> |
|------------------------------|

A. **ANNUAL INCOME (GROSS INCOME)** - The HOME program uses the income definitions of the Section 8 program to determine the annual income (gross income) used to classify a household for purposes of eligibility. Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future or expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period; and
3. Which are not specifically excluded in paragraph G (Income Exclusions) below.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
5. **MONTHLY GROSS INCOME** - Monthly gross income is Annual Gross Income divided by 12 months.

B. **ASSETS** - In general terms, an asset is a cash or non-cash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. **MARKET VALUE** - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
2. **CASH VALUE** - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
  - a. Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges levied when an asset is converted to

3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
  - a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.
  - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation are not included in this calculation.
  - c. These procedures are followed to eliminate the need for an assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

**D. ASSETS INCLUDE:**

1. Amounts in savings accounts and six month average balance for checking accounts.
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*
4. The cash value of trusts that are available to the household.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in penalty.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

such Assets based on the current passbook saving rate, as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces.

**G. INCOME EXCLUSIONS** - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings – see paragraph (5) of Income Inclusions).

15. Amounts received by the family in the form of refunds or rebates under state or local law from property taxes paid on the dwelling unit.
16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
  - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, senior companions);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
  - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
  - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
  - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)
  - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
  - j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
  - k. Any earned income tax credit to the extent it exceeds income tax liability.

determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.

2. **REVIEW OF DOCUMENTS** - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

3. **APPLICANT CERTIFICATION** - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant's past history. The Grantee can review the previous year's income tax return to determine if the current year's income is consistent with activity for the previous year.

**J. CALCULATION METHODOLOGIES** - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9- or 12-month period.

**K. DETERMINING WHOSE INCOME TO COUNT** - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted*:

1. **INCOME OF LIVE-IN AIDES** - If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide);

2. The dwelling must be located within the designated area as outlined in the application.
3. The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a codes inspector.
4. The dwelling unit must not lie within a 100-year floodplain.

|  |
|--|
| <b>10. RATING SYSTEM FOR RANKING OF APPLICANTS</b> |
|--|

- A. The awarding of rehabilitation grants to eligible applicants will be based on a priority, according to which households in greatest need for housing assistance. Houses will be rehabilitated in descending order, the household with the most need first, the next household second, and so on until the funds are expended.
- B. The rating system is based on points. The most needy households will have the highest number of points. Information for determination of points is taken from the application (HO-3) submitted by the homeowner. Each application shall be rated according to:
  1. **INCOME/FAMILY SIZE**

| FAMILY SIZE | ANNUAL INCOME <sup>1</sup> |
|-------------|----------------------------|
| 1           | \$ 36,350                  |
| 2           | \$ 41,500                  |
| 3           | \$ 46,700                  |
| 4           | \$ 51,900                  |
| 5           | \$ 56,050                  |
| 6           | \$ 60,200                  |
| 7           | \$ 64,350                  |
| 8           | \$ 68,500                  |

If the income based on family size is less than the stated figure, the household will receive extra points.

|                    |               |
|--------------------|---------------|
| If 80% to 99% less | Add 70 points |
| If 60% to 79% less | Add 60 points |
| If 40% to 59% less | Add 50 points |
| If less than 39%   | Add 20 points |

<sup>1</sup> Annual Income Limit Figures available from HUD/THDA

## 11. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS

**A. DETERMINATION OF THE AMOUNT OF THE GRANT** - The amount of a rehabilitation grant that an applicant may receive will not exceed:

1. The actual and approved cost of the repairs and improvements necessary to make the dwelling conform to the housing standards adopted by the Grantee and THDA.
2. The amount and structure of the grant must be consistent with the application submitted to THDA.
3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

**B. STRUCTURE OF FINANCIAL ASSISTANCE** - HOME funds are used to make forgivable grants to property owners to cover the full cost of the needed rehabilitation work.

1. To prevent homeowners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligation is forgiven each year they live in the rehabilitated unit.
2. a. Repayment of the rehabilitation grant shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

|                   |                |
|-------------------|----------------|
| 0 - 12 months     | 100% Repayment |
| After one year    | 80% Repayment  |
| After two years   | 60% Repayment  |
| After three years | 40% Repayment  |
| After four years  | 20% Repayment  |
| After five years  | 0% Repayment   |

b. If the unit is reconstructed, the repayment of the rehabilitation grant shall be based on a six and 66/100 percent (6.66%) reduction of the amount to be repaid per year, according to the following schedule:

|                 |                  |
|-----------------|------------------|
| 0 - 12 months   | 100% Repayment   |
| After one year  | 93.34% Repayment |
| After two years | 86.68% Repayment |

## B. ELIGIBLE COSTS

1. **EXISTING CODE VIOLATIONS** - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified housing inspector and formalized in an individualized housing report.
2. **INCIPIENT CODE VIOLATIONS** - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become code violations. Costs to correct these potential violations are eligible costs.
3. **PERMITS AND FEES** - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.
4. **EQUIPMENT** - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, sanitary and healthy environment. These include such items as a furnace, water heater, electrical and sanitary fixtures, kitchen stove, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a \$450 maximum expenditure (including taxes and delivery) for a kitchen stove, and an \$800 maximum expenditure (including taxes and delivery) for a refrigerator.
5. **HANDICAPPED** - Special alterations or costs related with making the dwelling more convenient or accessible for handicapped persons is an eligible cost. All work performed in these units must comply with all applicable costs as well as all Federal and State regulations.
6. **LEAD-BASED PAINT** - All costs associated with the reduction of lead-based paint hazards must comply with 24 CFR 92.355.
7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS** - All costs related to the demolition of existing structures and to provide utility connections are to comply with 24 CFR 92.206(a)(3).
8. **DEMOLITION OR REMOVAL OF MANUFACTURED HOUSING UNITS (MOBILE HOMES)** - When replacing a manufactured housing unit with a new manufactured housing unit, the work write-up must explain how the substandard unit will be disposed of. If the substandard unit is to be taken to a dump site, then the contractor must supply the Grantee with a receipt or certification verifying that the unit was disposed of properly.

**13. HOUSING REHABILITATION SPECIFICATIONS**

- A. INTRODUCTION** - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the minimum code adopted by the Grantee, and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:
1. Inspect the property and prepare an inspection list noting code deficiencies.
  2. Conduct lead-based paint testing/risk assessment to identify lead-based paint hazards.
  3. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
  4. Prepare a work write-up and cost estimate as a basis for rehabilitation grant and for the bid process in contracting for the rehabilitation work.
- B. PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST** - The Grantee will have the property inspected by the Community and have a report prepared that identifies each deficiency with respect to the housing code adopted by the Community. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. These reports provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.
- C. WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the code inspection and itemizes all the rehabilitation work to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit for the contractor.
1. **DUAL-USE OF WORK WRITE-UP** - The write-up will be detailed and specific in style. Each item will be identified as correcting a code violation, meeting a code requirement, or an eligible cost under the grant. This same write-up without the cost estimate will serve as part of the specifications for the construction contract documents.
  2. **ITEMIZING COSTS** - Each item of work and its estimated cost will be identified in the work write-up as either correcting a code violation, or meeting a code requirement, lead-based paint or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.

3. **PROCUREMENT OF BIDS** - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.

**B. GENERAL CONDITIONS** - The bid package will contain the following:

1. The address, time and date by which the bid should be submitted by the contractor.
2. A provision that the bid be accepted by the homeowner within a specified length of time.
3. A provision that the contractor start work within a specified length of time.
4. A statement concerning the acceptability of progress payments.
5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee receives the contractor's final invoice release of liens and warranty, and claims for liens by subcontractors, laborers and material suppliers for completed work or supplied materials.
6. Provisions that the contractor will be required to:
  - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
  - b. Perform all work in conformance with applicable local codes and requirements whether or not covered by specification and drawings for the work.
  - c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
  - d. Not assign the contract without written consent of the Grantee and homeowner.
  - e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all manufacturer's and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
  - f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
  - g. A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

2. There is documented proof that the contractor has not paid material suppliers;
3. There is documented proof that the contractor has not completed projects within the allotted time frame;
4. There exist substantial complaints by homeowners about quality of work and performance.

5. ~~There is documented proof that a Contractor has failed to honor previous HOME Grant warranty work in this or another community.~~

#### F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

1. The Grantee will announce the program and advertise for contractors in local and/or regional newspapers at the beginning of the program and at least once each year thereafter.
2. The Grantee will accept applications from contractors throughout the life of the program.
3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
4. The Grantee will notify in writing and in a timely fashion all contractors on the Contractors List when bid packages are available.
5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

#### G. SELECTION OF A SUCCESSFUL BIDDER - The opening of the sealed bids must meet these conditions.

1. The opening must be public.
2. The lowest bid will prevail unless it falls under or over previously established limits as determined by the Grantee's cost estimate.
3. There must be **at least three (3) competitive bids** by eligible contractors.
4. Minutes of the award and bid tabulations should be appropriately filed.
5. Questions concerning contractor eligibility shall be decided prior to opening the bids.
6. The Grantee will verify with THDA that contractors are not debarred.
7. The Grantee may limit the number of bids awarded to any one contractor at any one bid letting to three (3).

Completion and Final Inspection is prepared (FM-7). The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials supplies or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.

3. NOTICE OF COMPLETION - The contractor shall file a Notice of Completion with the Register of Deeds in the county that the work is performed and return a certified copy to the Grantee.
4. MAKING FINAL PAYMENT - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee will request final payment from THDA at that time.
5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

## 16. GRIEVANCE PROCEDURE

- A. The Grievance Procedure shall be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
  1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
  2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
  3. Contact the THDA Community Programs Division at (615) 741-3007 should the program administrator fail to negotiate a solution.
- B. **GRIEVANCE PROCEDURE** - If this fails, the program administrator will follow the grievance procedure as outlined below:
  1. All claims or disputes between the owner and contractor arising out of or related to the work shall be decided by arbitration in accordance with the

Resolution No. 9-09-17  
Requested by: Commissioner Jones

**RESOLUTION CHANGING THE NAME OF A DEAD END ROAD CURRENTLY REFERENCED AS OLD FRANKLIN ROAD TO WALKER CEMETERY LANE**

**WHEREAS**, pursuant to *Tennessee Code Annotated*, Section 7-86-127 (2009), the authority to name or rename county roads in the unincorporated area is vested in the county legislative body;

**WHEREAS**, the recent construction of State Route 840 has resulted in two distinct roads being named Old Franklin Road, one of which is now a dead end road;

**WHEREAS**, the Old Franklin Road, which is the issue of this request, lies in the unincorporated area of Williamson County;

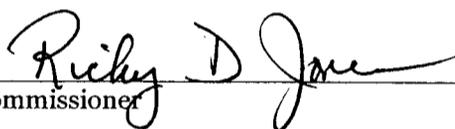
**WHEREAS**, the proposed name change on the dead end road to Walker Cemetery Lane has been reviewed and approved by Bill Jorgensen of the Emergency Communications Department and the IT Department; and

**WHEREAS**, the Board of Commissioners finds it in the public interest to change the dead end road currently referenced as Old Franklin Road to Walker Cemetery Lane.

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of County Commissioners meeting on this the 14<sup>th</sup> day of September, 2009, directs that the dead end road referenced as Old Franklin Road, which was created due to the construction of State Route 840, be renamed Walker Cemetery Lane and that such change be formally entered on the official Williamson County Road List;

**AND, BE IT FURTHER RESOLVED**, that the Williamson County Board of County Commissioners directs that this name change be included on the list to be furnished to the Williamson County Election Commission as provided under *Tennessee Code Annotated*, Section 7-86-127.

  
Commissioner

  
Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission: For 4 Against 0 Pass \_\_\_ Out \_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-20  
Requested by City of Spring Hill

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SPRING HILL FOR REIMBURSEMENT OF ROAD CONSTRUCTION WORK FOR THE LONGVIEW PARKS AND RECREATION FACILITY**

- WHEREAS,** both Williamson County, ("County"), and the City of Spring Hill, ("City"), are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*;
- WHEREAS,** County and City executed an interlocal agreement to cooperate in the cost and construction of the recently completed Longview Parks and Recreation Facility ("Facility");
- WHEREAS,** the original interlocal agreement provided that the City would reimburse the County in one lump payment for the cost of constructing an access road to the Facility;
- WHEREAS,** the parties desire to enter into an interlocal agreement which will revise the City's obligation of making one lump sum to obligating the City to make 5 annual payments at an interest rate of 4.563% to the County;
- WHEREAS,** to redefine the City's obligations in the payment of the amount owed to the County, the parties desire to execute the attached Interlocal Agreement; 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 County Mayor to execute the attached Interlocal Agreement for the repayment of \$221,650.00 with interest.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 14<sup>th</sup> day of September, 2009, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Spring Hill to redefine the rights, obligations and responsibilities of the parties in the payment of \$221,650.00 with interest.

Clyde Lynch  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF SPRING HILL FOR THE REIMBURSEMENT FOR THE CONSTRUCTION OF A ROAD TO ACCESS THE LONGVIEW RECREATIONAL CENTER**

**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 and CITY OF SPRING HILL, TENNESSEE, ("City"), located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to establish the terms and responsibilities of the parties for the reimbursement of costs to construct a road to the Longview Parks and Recreation Facility.

**RECITALS**

**WHEREAS**, Williamson County and the City of Spring Hill have the authority, pursuant to T.C.A. §12-9-104, to enter into interlocal agreements;

**WHEREAS**, the County and the City executed an interlocal agreement which defined the financial obligations of each party concerning the Longview Parks and Recreation Facility ("Facility");

**WHEREAS**, to provide access to the Facility, the parties agreed to cooperate in the pavement of a road;

**WHEREAS**, the parties agreed that Williamson County would bid the road construction project out and that Spring Hill would compensate Williamson County for the cost of the construction which amounted to \$221,650.00; and

**WHEREAS**, County has agreed to receive the amount owed by the City in five annual payments at an interest rate of 4.563%.

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

**I. Purpose of Agreement.** The purpose of this Interlocal Agreement is to revise the method of payment the City is obligated to make to the County. The County and the City previously executed an interlocal agreement for the joint cooperation in the construction of the Longview Parks and Recreation Facility within the city limits of Spring Hill. The original interlocal agreement provided that the City would reimburse the County \$221,650.00 for the construction of an access road to the Facility in one lump payment. Since execution of the original interlocal agreement, the parties have agreed to repayment of the loan in 5 annual payments at 4.563% interest. The payment terms are contained in the Promissory Note, and the payment schedule is attached as Attachment A and made a part of this Interlocal Agreement.

**II. 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 the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Repayment of Road Construction Costs.** The City agrees to execute the attached Promissory Note which will set forth the repayment obligations of the City. The City agrees to make the payments, including interest. Failure to make any payment as provided in this Interlocal Agreement and/or the Promissory Note will constitute a breach by the City and the County may seek all remedies available to it under applicable laws.

**IV. Term.** The term of this Agreement will begin on the date this Agreement is signed by all required parties. The parties contemplate that the Agreement term will begin on or about the 1<sup>st</sup> day of August, 2009 (beginning date). The initial term will be for a period of five years. The parties may agree to extend the Agreement by written agreement.

**V. General Terms.**

**1. Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

**2. Notices.** 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 address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

CITY: **CITY OF SPRING HILL**  
P.O. Box 789  
199 City Center Parkway  
Spring Hill, TN 37174

**3. Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

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

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

**6. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

**7. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**8. Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

**9. Remedies.** Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

**10. Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

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

**12. Compliance with Laws.** The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF SPRINGHILL

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Spring Hill City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

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

**PROMISSORY NOTE**

**BORROWER:** City of Spring Hill, Tennessee  
**LENDER:** Williamson County, Tennessee  
**AMOUNT:** \$221,650.00.00  
**INTEREST RATE:** 4.563%  
**DATE:** August 1, 2009

**FOR VALUE RECEIVED**, the undersigned, **CITY OF SPRING HILL, TENNESSEE**, a political subdivision of the State of Tennessee, located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174 (herein called the "Company") (herein collectively called the "Borrower") promise to pay to the order of **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, (herein called the "Lender") in lawful money of the United States of America, at 1320 West Main Street, Franklin, Tennessee, 37064, or at any other location as Lender desires, so long as Lender provides notice to Borrower of the change in location, the sum of \$221,650.00 (herein called the "Principal") at the interest rate of 4.563%, payable as follows:

Borrower shall pay Principal in full no later than July 31, 2014.

Beginning on July 1, 2010 and ending on July 31, 2014, Borrower will pay to the Lender an annual payment of \$50,578.69 no later than July 31 of each year for five years.

Final payment on the Note shall be no later than July 31, 2014, with said payment in the amount of \$50,578.68 (herein referred to as the "Final Payment")

This loan is made by Lender to Borrower in connection with the cost of constructing an ingress egress to the Longview Parks and Recreation Facility and subject to the Interlocal Agreement executed by the Parties, and other related documents.

Principal under this Note may be prepaid at any time without premium or other prepayment charge.

Lender will apply each installment payment first to pay Interest, then to pay any fees, and then to Principal.

The remedies of the Lender as provided herein or in the Interlocal Agreement shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefore shall arise. No act or omission of the Lender, including specifically any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

Time is of the essence of this Note. Where used herein, the singular shall refer to the plural, the plural to the singular, and the masculine and feminine shall refer to any gender.

The laws of the State of Tennessee (without giving effect to its conflict of laws principles) exclusively govern all matters arising out of or relating to this Agreement (including, without limitation, its interpretation, construction, performance, and enforcement). The parties agree that the Williamson County Courts, State of Tennessee, will be the exclusive forum in which to adjudicate any dispute arising under this Agreement.

In the event it becomes necessary to enforce this Agreement through an attorney, or by the institution of litigation, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs, incurred by it in undertaking such action, including court costs, out of pocket expenditures, reasonable attorney fees, professional fees and other litigation expenses through all appellate levels and in bankruptcy court, and the non-prevailing party agrees to pay all such expenses. This provision shall survive the expiration or termination of this Agreement.

The provisions hereof shall be binding upon the parties, their heirs, legal representatives, successors and assigns. The provisions hereof are severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, this instrument has been executed and made effective on the day and year first written above.

**BORROWER:**  
**City of Spring Hill, Tennessee**

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

**Attachment A**

Loan Summary

Loan Amount: \$221,650.00  
Interest Rate: 4.563%  
Payment Type: 5 Annual payments  
Payment Amount: \$50,578.69

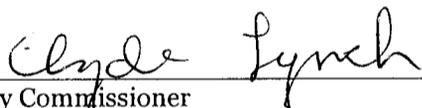
Payment Schedule

| Payment Amount | Principal   | Interest    | Loan Balance |
|----------------|-------------|-------------|--------------|
|                |             |             | \$221,650.00 |
| 1. \$50,578.69 | \$40,464.80 | \$10,113.89 | \$181,185.20 |
| 2. \$50,578.69 | \$42,311.21 | \$8,267.48  | \$138,873.99 |
| 3. \$50,578.69 | \$44,241.87 | \$6,336.82  | \$94,632.12  |
| 4. \$50,578.69 | \$46,260.63 | \$4,318.06  | \$48,371.49  |
| 5. \$50,578.68 | \$48,371.49 | \$2,207.19  | \$0.00       |

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO  
AN AGREEMENT WITH CENTER FOR TOXICOLOGY AND ENVIRONMENTAL  
HEALTH, LLC CONCERNING NON-ATTAINMENT STATUS**

- WHEREAS,** Williamson County is a Tennessee governmental entity who desires professional services regarding the possibility of the County receiving a non-attainment status;
- WHEREAS,** the Clean Air Act requires the Environmental Protection Agency, ("EPA"), to set National Ambient Air Quality Standards, ("NAAQS") (40 CFR part 50), for pollutants considered harmful to public health and the environment;
- WHEREAS,** based on the NAAQS, the EPA has the authority to formally designate areas as attainment or nonattainment areas;
- WHEREAS,** those areas that are classified as a non-attainment area are subject to more stringent regulatory requirements;
- WHEREAS,** by November 12, 2009 the EPA will provide preliminary designations which will be followed by a period of comments and responses;
- WHEREAS,** the EPA will provide a final designation on or before March 12, 2010;
- WHEREAS,** the Center for Toxicology and Environmental Health, LLC provides professional services to assist local governments in studying pollutants in the area and works with local governments to seek an attainment status; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to authorize the County Mayor to enter into a contract with the Center for Toxicology and Environmental Health, LLC to provide professional services concerning attainment, non-attainment designation.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this the 14<sup>th</sup> day of September, 2009, authorizes the County Mayor to enter into a contract, and any subsequent amendments, with the Center for Toxicology and Environmental Health, LLC to provide professional services concerning non-attainment designation by the Environmental Protection Agency.

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

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

COMMISSION ACTION TAKEN: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr., Commission Chairman

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

\_\_\_\_\_  
Date

Resolution No. 9-09-23  
Requested by: Sheriff's Dept.

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN REGARDING THE TRANSFER, RECEIPT, AND EXPENDITURE OF FUNDS RECEIVED FROM THE JUSTICE ASSISTANCE GRANT PROGRAM**

**WHEREAS,** both Williamson County, ("County"), and the City of Franklin, ("Franklin"), 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 12-9-104*;

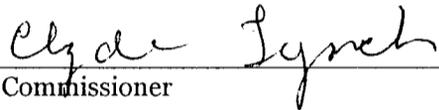
**WHEREAS,** the City of Franklin receives funds through the Justice Assistance Grant Program;

**WHEREAS,** the City has agreed to enter into an interlocal agreement to transfer funds received from the Justice Assistance Grant Program to Williamson County;

**WHEREAS,** the County has agreed to use the funds received from the City for those purposes and expenditures authorized under the Justice Assistance Grant Program; 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 County Mayor to execute the attached Interlocal Agreement for the receipt of funds the City received through the Justice Assistance Grant Program.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 14<sup>th</sup> day of September, 2009, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Franklin to define the obligations and responsibilities of the parties for the transfer, receipt and expenditure of funds received through the Justice Assistance Grant Program.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For \_\_\_\_\_ Against \_\_\_\_\_  
Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE  
AND WILLIAMSON COUNTY, TENNESSEE**

**THIS INTERLOCAL AGREEMENT**, (“Agreement”), is entered into by and between the **CITY OF FRANKLIN, TENNESSEE**, (“City”), a municipal corporation of the State of Tennessee located at 109 Third Avenue South, Franklin, Tennessee, and **WILLIAMSON COUNTY, TENNESSEE**, (“County”), a subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, to establish the terms and responsibilities of the parties.

**RECITALS**

**WHEREAS**, Williamson County and the City of Franklin have the authority, pursuant to T.C.A. §12-9-104 to enter into interlocal agreements to provide services to its citizens;

**WHEREAS**, the parties find that the performance of this Agreement is in the interest of both parties’ citizens, that the undertaking is in the interest of their respective citizens, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement;

**WHEREAS**, the City has agreed to enter into this Interlocal Agreement to transfer funds it receives from the Justice Assistance Grant Program to Williamson County; and

**WHEREAS**, County and City have determined it to be in the best interest of the parties’ respective citizens to enter into this Agreement.

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

**I. Purpose of Agreement.**

The purpose of this Agreement is to define the financial responsibilities of the parties. Unless otherwise provided for herein, the parties shall be responsible for providing funding to fulfill their individual obligations through revenue received from the Justice Assistance Grant Program (“JAG”).

**II. 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 the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Obligations and Duties.**

- A. The City agrees to transfer the funds it receives from the JAG program to Williamson County.
- B. The County Agrees to use the funds as it deems appropriate for its Law Enforcement Training Program. The County shall use the JAG funds only for those expenditures as permissible under the grant contracts.
- C. The parties agree to cooperate to ensure that all obligations and duties contained herein, or provided for by grant documents are completed.

**IV. General Terms.**

- A. **Term.** The term of this Agreement shall begin on the date it is signed by the parties and terminate on the date that all parties have fulfilled all of their obligations contained herein. The

Agreement may be extended by written agreement of the parties to the maximum term as permissible by Tennessee Law.

**B. Compliance with Laws, Codes and Ordinances.** The Parties agree to comply with all applicable federal, state and local laws and regulations.

**C. Notices.** Except as otherwise provided herein, any notice or other communication between the parties hereby 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 the recipient. 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.

1. Notices to County shall be sent to:  
Attention: Office of the County Mayor  
Mayor Rogers Anderson  
Address: 1320 West Main Street, Suite 125  
Franklin, TN 37064
  
2. Notices to City shall be sent to:  
City: City of Franklin  
Attention: Mayor John Schroer  
Address: P.O. Box 305  
109 Third Avenue South  
Franklin, TN 37064

**D. Entire Agreement and Modification of Agreement.** This Agreement, and any exhibits included herewith at the time of execution of this Agreement, contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

**E. Waiver.** No waiver by a party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by a party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

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

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

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

**I. Taxes.** It is acknowledged by the parties that both City and County are governmental entities exempt from taxation.

**J. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership between the parties or to create the relationship of principal and agent between or

among any of the parties. None of the parties hereto shall hold itself 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 Section.

**K. Assignment - Consent Required.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the transferring party from its obligation hereunder.

**L. Governing Law.** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

**M. Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

**N. Severability.** In the event any term of provision of this contract shall be determined by a court of competent jurisdiction to be unenforceable, the remainder shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced by this contract.

**O. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

**P. Limitation on Liability.** Each party shall be responsible for its own actions conducted under this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

**WILLIAMSON COUNTY:**

**CITY OF FRANKLIN:**

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

\_\_\_\_\_  
John Schroer, Franklin Mayor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**Approved as to form and legality:**

**Approved as to form and legality:**

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

\_\_\_\_\_  
City of Franklin Attorney

**RESOLUTION NO.** 9-09-25  
Requested by Community Development Director  
and the Highway Superintendent

**RESOLUTION AUTHORIZING THE CONTINUED WITHDRAWAL FROM LOCAL GOVERNMENT INVESTMENT POOLS FOR THE PURPOSES FOR WHICH THE ACCOUNTS WERE CREATED AND TO DISSOLVE THE ACCOUNTS ONCE THE FUNDS ARE COMPLETELY EXHAUSTED**

**WHEREAS,** Williamson County currently has several Local Government Investment Pool accounts ("LGIP") that were created for improvements in certain areas;

**WHEREAS,** Williamson County currently has access to the LGIP accounts that have been maintained to pay for improvements in particular development areas as described more fully in Attachment A;

**WHEREAS,** Williamson County will conduct work or improvements within the subdivisions and purview for which the LGIP accounts were created;

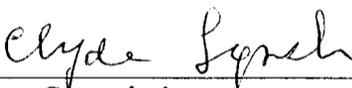
**WHEREAS,** funds are currently maintained in interest bearing accounts and, therefore, the balances of the accounts fluctuate on a day to day basis;

**WHEREAS,** in this time of economic strife, the Williamson County Board of Commissioners finds that it is in the best interest of its citizens to authorize future continued withdrawals for work conducted in the respective subdivisions, and for the purposes for which the accounts were created; and

**WHEREAS,** it is understood that funds shall be withdrawn for only the purposes and areas for which they were created and pursuant to all applicable laws, administrative rules and orders, and local ordinances.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of County Commissioners, meeting in regular session on this 14<sup>th</sup> day of September, 2009, authorizes the Williamson County Budget Department the continued authorization to withdraw funds on a periodic basis to pay for work or improvements conducted in the respective subdivisions and for the purposes which the individual LGIP accounts were created pursuant to all applicable laws, administrative rules and orders, and local ordinances;

**AND BE IT FURTHER RESOLVED,** that the funds located in the LGIP accounts shall be used within the purview of the purposes for which the funds were established and upon the expenditure of all of funds in an account, that the LGIP account be dissolved.

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

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For 4 Against 0

Budget Committee For \_\_\_\_\_ Against \_\_\_\_\_

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

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Houston Naron, Jr. - Commission Chairman

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

\_\_\_\_\_  
Date

**ATTACHMENT A**

| <b>LGIP Account Name</b>             | <b>#</b>   | <b>Amount*</b> | <b>Project</b> |
|--------------------------------------|------------|----------------|----------------|
| Chester Stephens Road                | 294066-005 | \$24,094.23    | Ivy Glen       |
| Indian Meadows/<br>West Harpeth Road | 294066-068 | \$ 5,002.32    | Indian Meadows |
| Temple Hills 8, 9, 11                | 294066-058 | \$ 8,587.91    | Temple Hills   |
| West Harpeth Road<br>Improvements    | 294066-070 | \$57,729.25    | Indian Meadows |

\* Amount Based on LGIP Interest Earned Report, June 2009 (Report Date: July 21, 2010)