

Resolution No. 5-10-2

**RESOLUTION ACCEPTING ROADS IN ABINGTON RIDGE, SECTION 1
 AS A PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE
 COUNTY HIGHWAY DEPARTMENT LOCATED OFF ARNO ROAD**

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>
Abington Ridge Section 1	Abington Ridge Ln.	.618	Fowlkes	\$12,045,700	\$263,941
	Tullamore Ln.	.170	4 th Voting	\$2,199,900	\$72,605
	Abington Ridge Ct.	.045		\$2,101,700	\$19,219
	Arklow Ct.	.037		\$2,431,000	\$15,802



 County Commissioner

Committee Referred to and Action Taken:

1. Planning Commission For 10 Against 0

2. Highway Commission For 5 Against 0
 Budget Committee For 3 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 ABINGTON RIDGE LANE, TULLAMORE LANE, ABINGTON RIDGE COURT AND ARKLOW COURT, ABINGTON RIDGE SUBDIVISION 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 Abington Ridge Lane is .0618, Tullamore Lane is .170 tenths of a mile, Abington Ridge Court is .045 tenths of a mile and Arklow Court is .037 tenths of a mile as shown on the resolution included with this report. Abington Ridge Subdivision is located within the Northeast District. The assessed value of the properties abutting the roadways is \$18,778,300.00 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-two feet (22") feet. Each side of the roadway is bordered by a concrete curb and gutter. 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 four hundred and ten (410) trips per day.

CONCLUSION

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

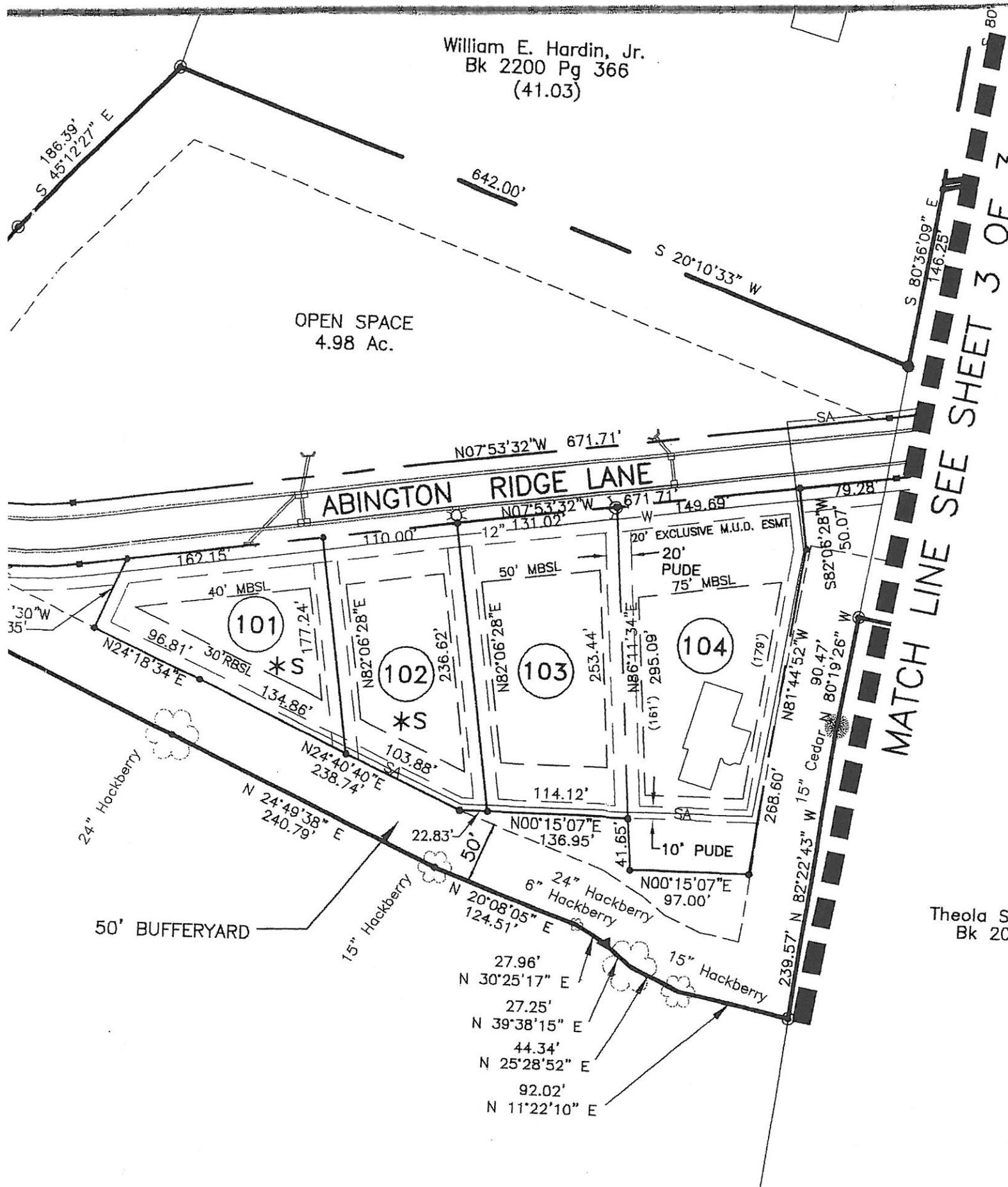
1. This road meets the requirements of acceptance and addition to the Williamson County Road list; and
2. The petition for acceptance was initiated by a member of the Williamson County Commission.

William E. Hardin, Jr.
Bk 2200 Pg 366
(41.03)

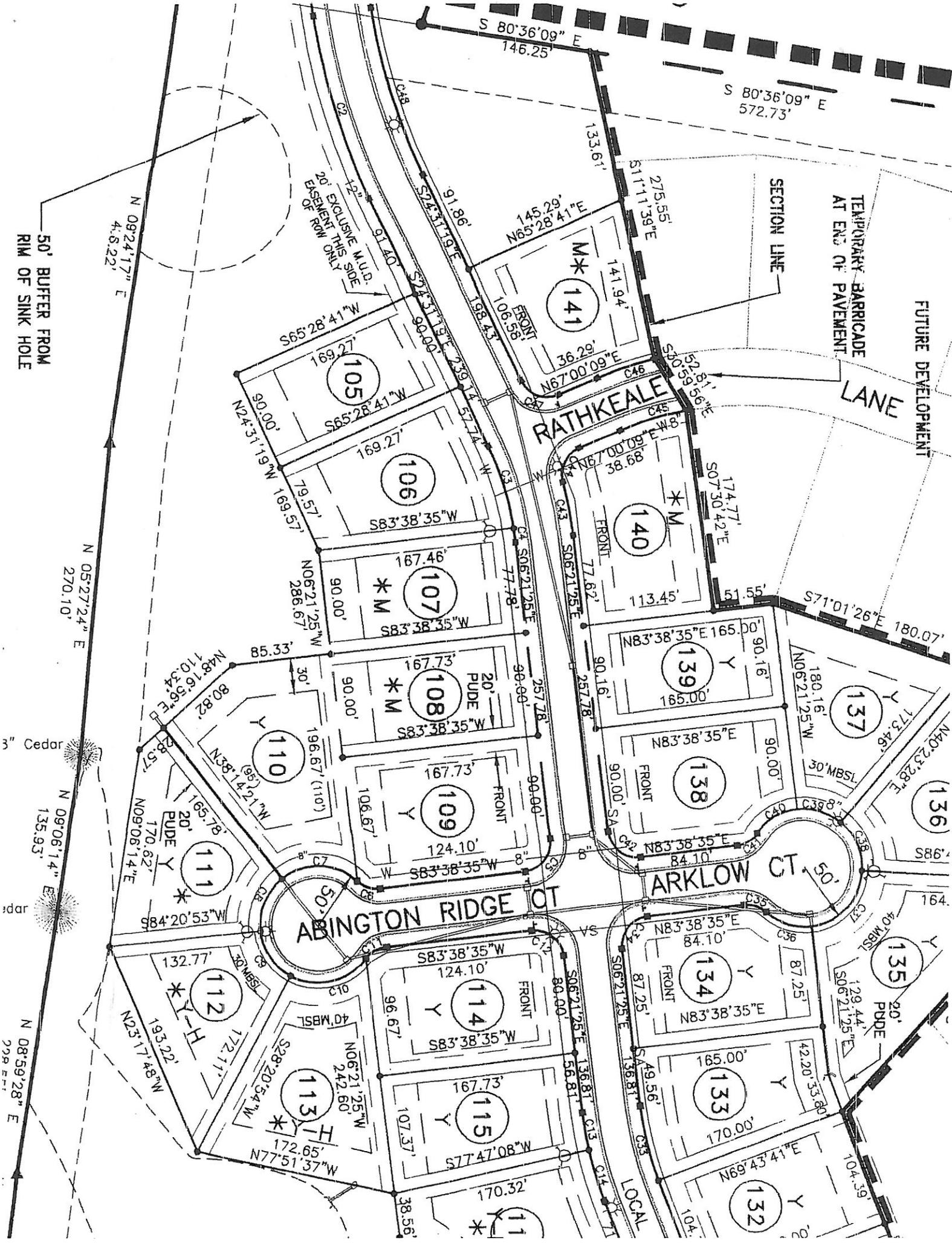
OPEN SPACE
4.98 Ac.

ABINGTON RIDGE LANE

MATCH LINE SEE SHEET 3 OF 2



Theola S
Bk 20



50' BUFFER FROM RIM OF SINK HOLE

TEMPORARY BARRICADE AT END OF PAVEMENT

FUTURE DEVELOPMENT

RATHKEALE LANE

ARKLOW CT.

ABINGTON RIDGE CT.

LOCAL

3" Cedar

2" Cedar

N 09°24'17" E
4.622'

N 05°27'24" E
270.10'

N 09°06'14" E
135.93'

N 08°59'28" E
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OPEN SPACE
13.26 Ac.

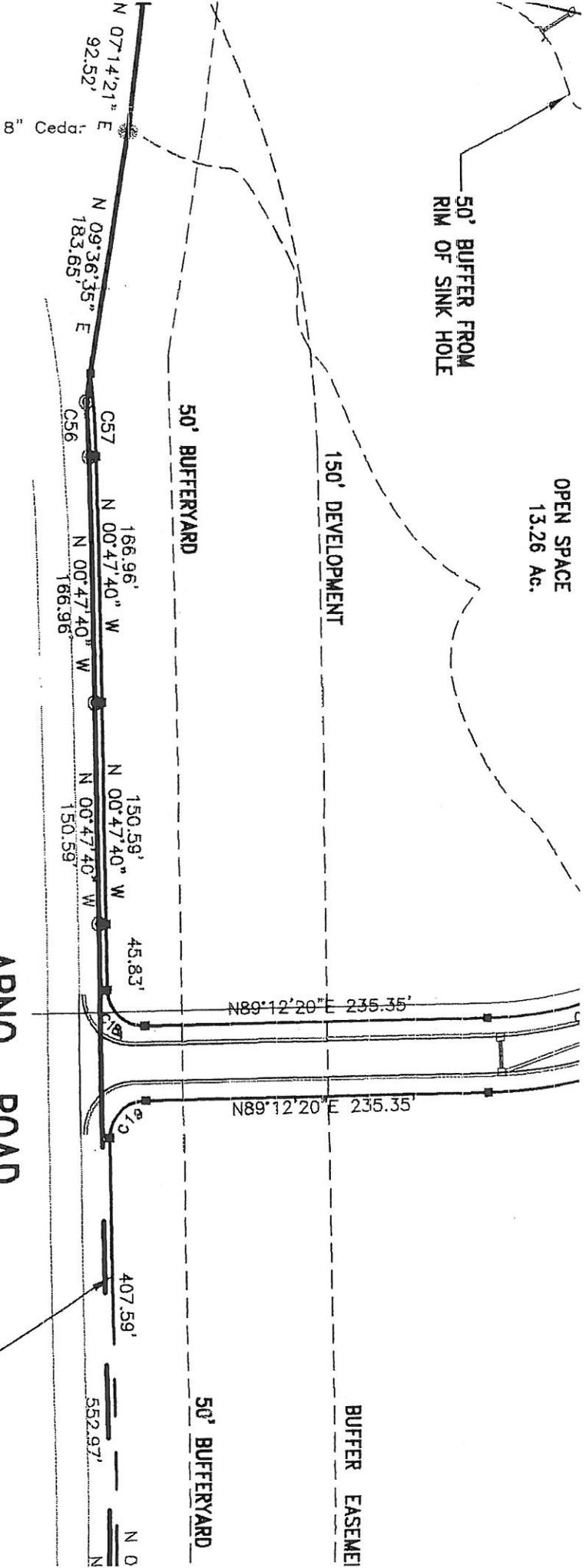
50' BUFFER FROM
RIM OF SINK HOLE

150' DEVELOPMENT

50' BUFFERYARD

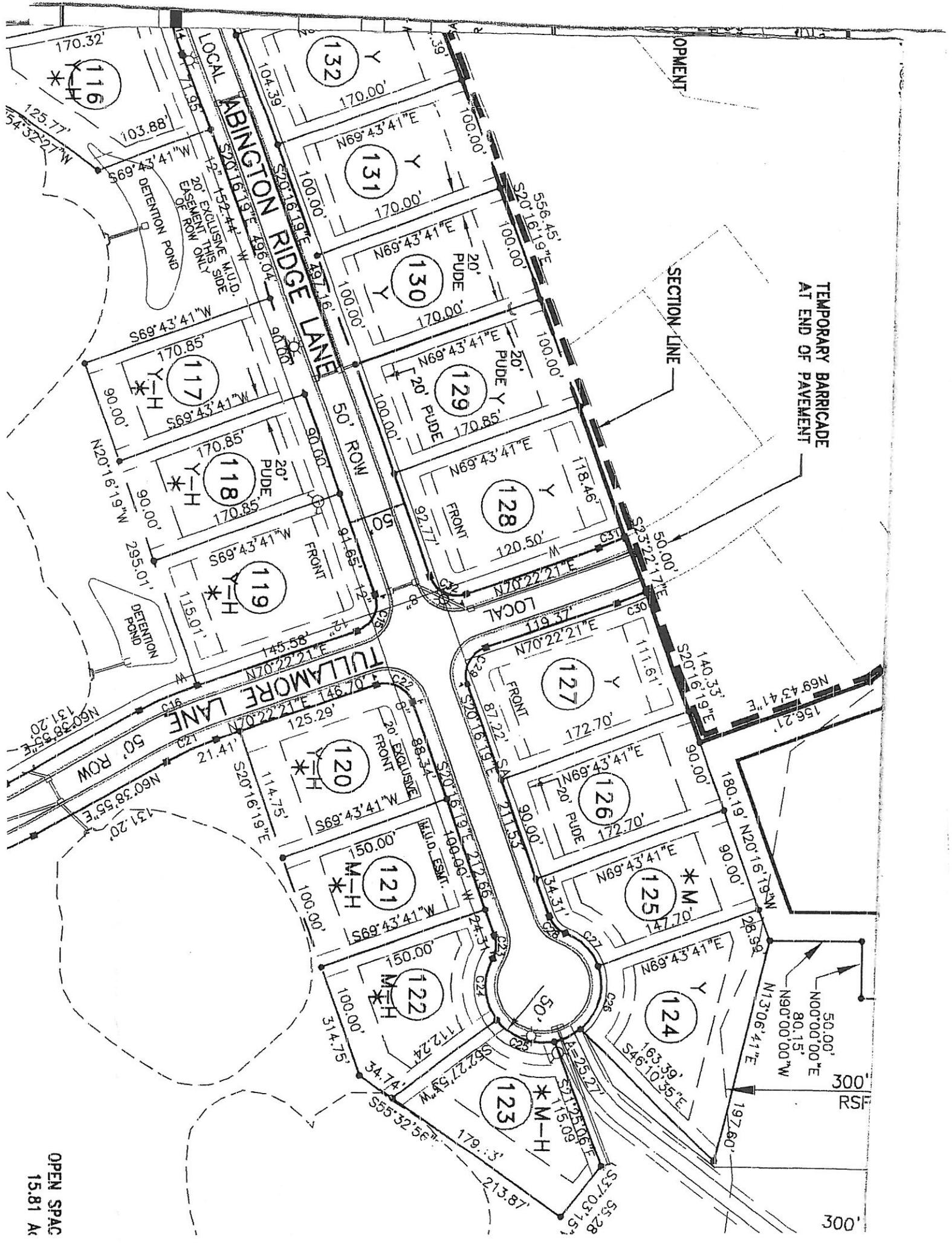
50' BUFFERYARD

BUFFER EASEMENT



PROPOSED 5' RC
DEDICATION
TOTAL AREA 4,591 ±

AND DEDICATION	CERTIFICATION OF THE APPROVAL OF STREETS	CERTIFICATE OF ADDRESSES	CERTIFICATE OF APPROVAL OF SUBMISSION
<p>It is the owner's intent that the proposed subdivision be dedicated to the public use of the County of Williamson as a public road. The owner hereby certifies that the proposed subdivision complies with all applicable laws, regulations, and ordinances of the County of Williamson, including but not limited to the Williamson County Roadway and Drainage Regulations, and that the proposed subdivision is in compliance with all applicable laws, regulations, and ordinances of the County of Williamson, including but not limited to the Williamson County Roadway and Drainage Regulations.</p>	<p>I hereby certify: (1) that all streets designated on this final subdivision plat have been installed in an acceptable manner and according to Williamson County Roadway and Drainage Regulations, or (2) that a surety bond has been posted with Planning Commission to assure completion of all required improvements in case of default.</p> <p>Date: _____</p> <p>County Road Superintendent: _____</p>	<p>I hereby certify that the addresses denoted on this final plat are those assigned by the Department of Information Services (IS).</p> <p>Date: _____</p> <p>IS Department: _____</p> <p>Title: _____</p>	<p>I do hereby certify that the subdivision names denoted on this final plat have been approved by the Williamson County Dept. of Communications.</p> <p>Date: _____</p> <p>Williamson County Dept. of Management Communications</p>



OPEN SPAC
 15.81 AK

TEMPORARY BARRICADE
 AT END OF PAVEMENT

SECTION LINE

300' RSF

300'

RESOLUTION NO. 5-10-1

Requested by WC
Regional Planning Commission

**A RESOLUTION TO AMEND THE WILLIAMSON COUNTY
ZONING ORDINANCE REGARDING PERMANENT RESTROOM FACILITIES.**

WHEREAS, the Williamson County Regional Planning Commission has determined that certain changes to the Zoning Ordinance are in compliance with the Comprehensive Plan; and

WHEREAS, the Williamson County Regional Planning Commission has reviewed these amendments and recommended approval; and

WHEREAS, due notice has been published and a public hearing has been held as required by law;

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Zoning Ordinance be amended as follows:

See Attachments



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 3 Against 0

Planning Commission: For 10 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr.
Commission Chairman

Rogers Anderson, County Mayor

Date

ATTACHMENT 21-1

Article II. Division 2300. Definitions

Restroom. A room maintained within a structure, or as a stand-alone structure on the premises of any place open to the public, containing a fixture maintained for the purpose of defecation or urination or both, and containing fixtures suitable for sanitizing and cleansing hands. Restroom requirements shall be determined by the applicable building codes or other State or local wastewater or health regulations. For all uses authorized by this Zoning Ordinance where said use is a permanent use and not classified as a Temporary Use by Article IV and where one or more Restrooms are required by the applicable building codes or other State or local wastewater or health regulations, said Restroom(s) shall be of a permanent nature connected to a permanent water supply and connected to a permanent wastewater treatment system. Said Restroom(s) shall not consist of any facility that can be classified or utilized as a temporary toilet or portable facility. Temporary toilets or portable facilities shall only be permitted in association with an active construction project, for any use classified as a Temporary Use by this Zoning Ordinance, or as a supplemental facility to a permanent use, so long as the required Restroom(s), as defined by this Article is provided and available for use prior to the placement of the temporary toilets or portable facilities. (See also Bathroom and Toilet Facility.)

Bathroom or Bathroom Facilities. (See Restroom.)

Toilet Facility or Toilet Facilities. (See Restroom.)

Resolution No. 5-10-8
Requested by: Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
PARKS & RECREATION BUDGET BY \$5,640 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Parks & Recreation Department has received donations totaling \$5,640 from several Community Associations to be utilized to offset the hiring and scheduling of referee's and supervisors that work at the various associations's basketball leagues, and;

WHEREAS, a portion of the funds will be used to offset the cost of awards for the players, and;

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

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Parks & Recreation budget be amended, as follows:

EXPENDITURES:

Part-time Officials \$5,640
(101.56700.169.001)

REVENUES:

Donations \$5,640
(101.48610)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee For Against
Budget Committee For 3 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - Mayor

Date

Resolution No. 5-10-10
Requested by: Parks & Recreation

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
PARKS & RECREATION BUDGET BY
\$700 - REVENUES TO COME FROM DONATION**

WHEREAS, W. C. Parks & Recreation Department has received donations from several businesses to be utilized to offset expenses for the Fairview Youth Baseball League; and,

WHEREAS, these revenues were unanticipated during the 2009-10 budget preparation process;

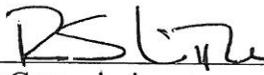
NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Parks and Recreation budget be amended, as follows:

EXPENDITURES:

Instructional Supplies & Materials
Fairview Youth Baseball \$ 700.00
(101.56700.429.001)

REVENUES:

Donations \$ 700.00
(101.48610)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee For ____ Against ____
Budget Committee For 3 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-10-11
Requested by: Parks & Recreation

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
PARKS & RECREATION BUDGET BY
\$32,852 - REVENUES TO COME FROM DONATION**

WHEREAS, W. C. Parks & Recreation Department has received donations from several community associations to be utilized to offset expenses for hiring and scheduling referees and supervisors that work at the various community association softball leagues;

WHEREAS, these revenues were unanticipated during the 2009-10 budget preparation process;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Parks and Recreation budget be amended, as follows:

EXPENDITURES:

Salaries - Part-time Officials (101.56700.169.001)	\$ 24,976
Other Supplies - Youth (101.56700.429.001)	<u>7,876</u>
	\$ 32,852

REVENUES:

Donations (101.48610)	\$ 32,852
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Parks & Recreation Committee</u>	For _____	Against _____
<u>Budget Committee</u>	For <u>3</u>	Against <u>0</u>

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION NO. 5-10-12

Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
COUNTY ATTORNEY'S BUDGET BY \$95,000 - REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, during the 2009-10 budget preparation, funds were estimated for legal expenses for Williamson County Government; and,

WHEREAS, due to increased number of meetings and the need for legal advice on various matters, the current expenditures for legal fees are exceeding budgeted projections; and,

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 County Attorney's budget be amended, as follows:

EXPENDITURES:

County Attorney-Court Costs & Fees (101.51400.331.003)	\$ 80,000
County Attorney-Community Development (101.51400.331.004)	<u>15,000</u>
	\$ 95,000

REVENUES:

Unappropriated County General Funds (101.39000)	\$ 95,000
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 3 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-10-13
Requested by: County Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
COUNTY CLERK'S BUDGET BY \$10,000 FOR ADDITIONAL
POSTAGE - REVENUES TO COME FROM UNAPPROPRIATED
COUNTY GENERAL FUNDS**

WHEREAS, the local County Clerk's Office is responsible for the issuance of new car tags and the renewal of existing car tags; and,

WHEREAS, for an additional \$2.00 fee, citizens have the option of mailing in the renewal forms for their car tags and the Clerk's office returns the tag by U. S. Mail;

WHEREAS, these funds are deposited into the County General Fund balance; and,

WHEREAS, there is a need to increase the operating budget for the County Clerk's office to provide sufficient funding to offset the increase in the number of on-line registrations, renewals and mailings; and,

WHEREAS, there are sufficient funds within the County General Fund balance to be appropriated for this additional postage costs;

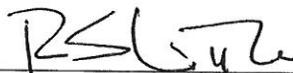
NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 County Clerk's Office budget be amended, as follows:

EXPENDITURES:

Postage \$10,000
(101.52500.348)

REVENUES:

Unappropriated County General Funds \$10,000
(101.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Cmte. _____ For 3 Against 0
_____ 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. 5-10-14
Requested by: Register of Deeds

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
REGISTER OF DEEDS' BUDGET BY \$31,270 - REVENUES TO COME
FROM DOCUMENT RECORDING FEES**

WHEREAS, Public Chapter 870 of the 1998 General Assembly established an additional recording fee of \$2 per legal document recorded in the Register's Office; and,

WHEREAS, this additional recording fee is receipted and earmarked for the specific purpose of purchasing equipment, upgrading existing equipment, related maintenance and operating costs associated with the Register of Deeds' Office; and,

WHEREAS, there is a need contract with an outside service to convert existing county microfilm records to digital format in an effort to more efficiently preserve this archival records; and

WHEREAS, said services have been bid out and funds are available within existing fees collected;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Register of Deeds Budget be amended as follows:

EXPENDITURES:

Contracted Services \$31,270
(101.51600.399)

REVENUES:

Register of Deeds Document Recording Fees \$31,270
Reserve Account (101.34161)

RS Lyle
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3 Against 0
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. 5-10-15
Requested by: Clerk & Master

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
CHANCERY COURT CLERK & MASTER'S BUDGET BY \$3,500 FOR
ADDITIONAL POSTAGE - REVENUES TO COME FROM UNAPPROPRIATED
COUNTY GENERAL FUNDS**

WHEREAS, the Chancery Court Clerk & Master's office is responsible for the mailing notices with regard to past due business privilege taxes and the collection of same; and,

WHEREAS, there is a need to increase the operating budget for the Chancery Court Clerk's office to provide sufficient funding to offset the increase in the number of notices being mailed;

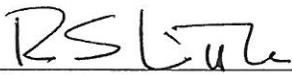
NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Chancery Clerk's Office budget be amended, as follows:

EXPENDITURES:

Postage \$3,500
(101.53400.348)

REVENUES:

Unappropriated County General Funds \$3,500
(101.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Cmte. _____ For 3 Against 0

_____ For _____ Against _____

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(AmendChanceryCtBudget-Postage)

Resolution No. 5-10-16

Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
MEDICAL EXAMINERS BUDGET BY \$16,800 -REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, Williamson County contracts with Forensic Medical Management to provide autopsies for the Medical Examiner; and,

WHEREAS, the 2009-10 budget was based on a total of 44 cases for the year; and,

WHEREAS, through the month of April, 2010, Williamson County has experienced 44 deaths requiring autopsies and it appears to be advantageous to budget for the possibility of an additional 12 cases for the months of May and June, at an average cost of \$1,400, including supplies;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Medical Examiners budget be amended, as follows:

EXPENDITURES:

Autopsies (101.54610.399)	\$ 9,000
Medical Supplies (101.54610.413)	<u>7,800</u>
	\$16,800

REVENUES:

Unappropriated County General Funds (101.39000)	\$ 16,800
--	-----------



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee For ___ Against ___
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson-County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(AmendMedicalExBudget)

Resolution No. 5-10-17

Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
COUNTY GENERAL -MISCELLANEOUS BUDGET BY \$150,000 -REVENUES TO
COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, the Cool Springs Conference Center is jointly owned by Williamson County and the City of Franklin; and,

WHEREAS, Williamson County and the City of Franklin entered into a contract with Noble Investment Group, LTD, for the operation of the Cool Springs Conference Center; and,

WHEREAS, said contract provides that each governmental entity share in the monthly profits and losses of the Conference Center; and,

WHEREAS, the 2009-10 Conference Center budget estimated a net profit of \$250,000, estimating monthly profits of \$300,000 and monthly losses of approximately \$50,000; and,

WHEREAS, to-date, the monthly profits have totaled \$82,298 and monthly losses of \$159,801;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 County General-Miscellaneous Budget be amended for the remainder of the fiscal year, providing sufficient funding should there additional losses be incurred, as follows:

EXPENDITURES:

Contracts w/Private Agencies
Cool Springs Conference Center \$150,000
(101.58900.312.002)

REVENUES:

Unappropriated County General Fund Balance \$150,000
(101.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 3 Against 0
_____ 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. 5-10-21
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
COUNTY COMMISSION TAX RELIEF FOR THE ELDERLY BUDGET
BY \$100,000 - REVENUES TO COME FROM
UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, resolution 7-96-10 was implemented by the Williamson County Board of Commissioners establishing a Tax Relief Program for elderly citizens in Williamson County;

WHEREAS, said resolution was modified in May, 2004, to maximum annual income level for participants qualifying for the program to \$26,000; and,

WHEREAS, currently, the number of participants qualifying for this program for the 2009-10 fiscal year is currently exceeding budgeted projections;

NOW, THEREFORE, BE IT RESOLVED, the 2009-10 County Commission budget amended, as follows:

EXPENDITURES:

Tax Relief Program \$ 100,000
(101.51100.540)

REVENUES:

Unappropriated County General Funds \$ 100,000
(101.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 5-10-22
Requested by: County Mayor

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
MEDICAL INSURANCE BY \$411,500 FOR ALL FUNDS**

WHEREAS, Williamson County established a Self Insurance Fund for risks associated with the employees' health insurance plan; and,

WHEREAS, a contribution is paid by each Williamson County fund for its share of employee health costs; and,

WHEREAS, based on payment of current claims for this fiscal year and anticipated liabilities throughout the remainder of the year, there is a need to provide additional funds for medical insurance in each operating fund;

NOW, THEREFORE, BE IT RESOLVED, that the following amendments be made to the Employee Medical Insurance line items:

EXPENDITURES:

County General - Medical Insurance (101.58600.207)	\$ 360,000
Solid Waste/Sanitation - Medical Insurance (116.58600.207)	\$ 12,500
Highway - Medical Insurance (131.66000.207)	\$ 39,000
	<u>\$ 411,500</u>

REVENUES:

Undesignated County General Fund Balance (101.39000)	\$ 360,000
Undesignated Solid Waste/Sanitation Fund Balance (116.39000)	\$ 12,500
Undesignated Highway Fund Balance (131.39000)	\$ 39,000
	<u>\$ 411,500</u>



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Purchasing & Insurance Cmte. For 4 Against 0
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson-County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Requested by: Board of Education

RESOLUTION AMENDING THE 2009-2010 GENERAL PURPOSE SCHOOL, CENTRAL CAFETERIA AND EXTENDED SCHOOL PROGRAM FUNDS' BUDGETS, \$1,729,500 FROM RELATED UNDESIGNATED FUND BALANCES FOR INCREASED MEDICAL/DENTAL INSURANCE CLAIMS

WHEREAS, the Board of Education budgeted for medical/dental claims based on the funding amount recommended by the county; and

WHEREAS, the fund is running low on cash reserve and the county is assessing each fund that participates in the fund an additional \$500 per employee/retiree; and

WHEREAS, this is an unexpected expense and Undesignated Fund Balance can be used for this expenditure;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 10, 2010 approve and amend the 2009-2010 the named funds' budget in the following manner:

General Purpose School Fund					
141	39000	Unappropriated Fund Balance	1,613,500		
141	71100	520700 Medical		867,500	
141	71150	520700 Medical		4,500	
141	71200	520700 Medical		259,000	
141	71300	520700 Medical		37,500	
141	71600	520700 Medical		2,500	
141	72110	520700 Medical		1,000	
141	72120	520700 Medical		26,000	
141	72130	520700 Medical		46,000	
141	72210	520700 Medical		46,500	
141	72210	520700.G722A Medical		1,000	
141	72220	520700 Medical		14,000	
141	72230	520700 Medical		1,500	
141	72260	520700 Medical		1,000	
141	72310	520700 Medical		500	
141	72320	520700 Medical		3,000	
141	72410	520700 Medical		92,000	
141	72510	520700 Medical		7,500	
141	72520	520700 Medical		4,500	
141	72610	520700 Medical		4,000	
141	72620	520700 Medical		33,500	
141	72710	520700 Medical		135,500	
141	72810	520700 Medical		16,000	
141	73300	520700 Medical		3,000	
141	73400	520700 Medical		6,000	
		Total	1,613,500	1,613,500	
Central Cafeteria Fund					
143	39000	Unappropriated Fund Balance	109,000		
143	73100	520700 Medical		109,000	
Extended School Program Fund					
146	39000	Unappropriated Fund Balance	7,000		
146	73300	520700 Medical		7,000	


Commissioner Steve Smith

Committees Referred to & Action Taken

- 1. School Board Yes 12 No Pass
- 2. Education Yes 6 No 0 Pass
- 3. Budget Yes 3 No 0 Pass

COMMISSION ACTION TAKEN: Yes No Pass

Elaine Anderson-County Clerk

Houston Naron, Jr.-Commission Chairman

Date

Rogers Anderson-County Mayor

RESOLUTION NO. 5-10-24
Requested by: BOARD OF EDUCATION

RESOLUTION APPROPRIATING \$75,000 FOR ADDITIONAL LEGAL FEES IN THE 2009-2010
GENERAL PURPOSE SCHOOL BUDGET FROM UNAPPROPRIATED FUND BALANCE

WHEREAS, we have experienced more than the typical number of legal processes in
the special education department than budgeted; and

WHEREAS, this is an unexpected expense and can be funded through fund balance;
and

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of
County Commissioners meeting in regular session on May 10,
2010 approve the above noted request and amend the 2009-2010
General Purpose School Fund budget as follows:

Revenue		
141.39000	Unappropriated Fund Balance	\$75,000
Expenditure		
141.72220.539999	OCS- Legal Expenses	\$75,000


Commissioner Steve Smith

Committees Referred to and Action Taken

School Board	Yes <u>12</u>	No <u> </u>	Pass <u> </u>
Education	Yes <u>6</u>	No <u>0</u>	Pass <u> </u>
Budget	Yes <u>3</u>	No <u>0</u>	Pass <u> </u>
Commission	Yes <u> </u>	No <u> </u>	Pass <u> </u>
			Out <u> </u>

Elaine Anderson-County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers Anderson-County Mayor

Date

RESOLUTION NO. 5-10-25
Requested by : Board of Education

**RESOLUTION APPROPRIATING \$75,000 FROM CURRENT REVENUES FOR
RELATED TRUSTEE COMMISSION**

WHEREAS, there is a need for an additional **\$75,000** in the trustee commission line item due to the actual revenue for property taxes exceeding budgeted amounts; and

WHEREAS, the board will realize more than \$4,600,000 in property tax collections over budget estimates and because trustee commissions for these revenues was budgeted at the budget estimate for that revenue;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 10, 2010 amend the 2009-2010 General Purpose School Fund budget in the following manner:

Revenue		
141.40110	Property Tax Collections	\$75,000
Expenditures		
141.72310.551000	Trustee Commission	\$75,000


Commissioner Steve Smith

Committees Referred to & Action Taken

1. School Board Yes 12 No Pass
2. Education Yes 6 No 0 Pass
3. Budget Yes 3 No 0 Pass
COMMISSION ACTION TAKEN: Yes No Pass Out

Elaine Anderson-County Clerk

Houston Naron, Jr. Commission Chairman

Rogers Anderson-County Mayor

Date

05.10.trustee comm.doc

RESOLUTION NO. 5-10-26
Requested by: BOARD OF EDUCATION

RESOLUTION APPROPRIATING \$40,000 IN SETTLEMENT OF A DUE PROCESS CASE, FUNDING
TO COME FROM UNAPPROPRIATED FUND BALANCE

WHEREAS, there has been a resolution to a special education due process case;
and

WHEREAS, the settlement awarded the petitioner amounted to \$40,000; and

WHEREAS, this is an unforeseen event and can be appropriated from
unappropriated fund balance;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of
County Commissioners meeting in regular session on May 10,
2010 approve and amend the 2009-2010 General Purpose School
Fund budget as follows:

Revenue		
141.39000	Unappropriated Fund Balance	\$40,000
Expenditure		
141.72310.550500. 310	Judgments/Settlements	\$40,000



Commissioner Steve Smith

Committees Referred to and Action Taken

School Board	Yes <u>12</u>	No <u> </u>	Pass <u> </u>
Education	Yes <u>6</u>	No <u>0</u>	Pass <u> </u>
Budget	Yes <u>3</u>	No <u>0</u>	Pass <u> </u>
Commission	Yes <u> </u>	No <u> </u>	Pass <u> </u>
			Out <u> </u>

Elaine Anderson-County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers Anderson-County Mayor

Date

Requested by: Board of Education

RESOLUTION TRANSFERRING FUNDS BETWEEN MAJOR CATEGORIES FOR CERTAIN SALARY ACCOUNT CODES IN THE 2009-2010 GENERAL PURPOSE SCHOOL FUND

- WHEREAS, estimates are used to determine the budget for all professional and classified salary line items; and
- WHEREAS, professional salaries are not actually determined until December 1st of the budget year and again in March of that same budget year as it relates to degree and experience; and
- WHEREAS, we incur a turnover in both classified and professional positions each year which affects the estimates that were made during the budget process; and
- WHEREAS, certain account codes for professional and classified salaries are not sufficient to complete the fiscal year due to the above reasons; and
- WHEREAS, there are sufficient funds in other salary account codes to assure sufficient funds in the appropriate accounts and therefore, no new funds are necessary; and
- WHEREAS, no salary was increased over that authorized by the WCEA contract or budget guideline for the 2009-2010 year;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 10, 2010 approve the transfer from certain major categories and salary related codes to others within the 2009-2010 General Purpose Fund operating budget to the following accounts:

Expenditure (Dec)		
141.71100.5116	Teachers	\$136,800
141.71100.5201	FICA	8,483
141.71100.5204	Retirement	8,898
141.71100.5212	Medicare	1,986
Expenditure (Inc)		
141.71200.5116	Teachers	\$85,000
141.71200.5201	FICA	5,270
141.71200.5204	Retirement	5,460
141.71200.5212	Medicare	1,235
141.72110.5189	Other Salaries and Wages	1,000
141.72110.5201	FICA	62
141.72110.5204	Retirement	64
141.72110.5212	Medicare	15
141.72120.5131	Medical Personnel	10,000
141.72120.5201	FICA	620
141.72120.5204	Retirement	754
141.72120.5212	Medicare	145
141.72220.5124	Psychologist	10,000
141.72220.5201	FICA	620
141.72220.5204	Retirement	642
141.72220.5212	Medicare	145
141.72230.5189	Other Salaries and Wages	2,800
141.72230.5201	FICA	175
141.72230.5204	Retirement	180
141.72230.5212	Medicare	40
141.72410.5139	Asst. Principals	18,000
141.72410.5201	FICA	1,116
141.72410.5204	Retirement	1,156
141.72410.5212	Medicare	261
141.73400.5116	Teachers	10,000
141.73400.5201	FICA	620
141.73400.5204	Retirement	642
141.73400.5212	Medicare	145
	Total	\$156,167
		\$156,167


 Commissioner Steve Smith

Committees Referred to and Action Taken

School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u>6</u>	No <u>0</u>
Budget	Yes <u>3</u>	No <u>0</u>
Commission	Yes <u> </u>	No <u> </u>
		Pass <u> </u>

Elaine Anderson-County Clerk

Houston Naron, Jr - Commission Chairman

Date

Rogers Anderson-County Mayor

Resolution No. 5-10-33
Requested by: Animal Control

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
ANIMAL CONTROL AND CAPITAL PROJECTS BUDGETS
BY \$100,000 - REVENUES TO COME FROM PRIVATE DONATIONS**

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

WHEREAS, recently a donation was received to be specifically earmarked towards the installation of air-conditioning in the kennels area of the facility; and,

WHEREAS, preliminary estimates for this project have exceeded the amount of that private donation; and.

WHEREAS, another \$100,000 has been donated to ensure adequate funding for the project and to have funding available for other miscellaneous equipment utilized at the facility; and,

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

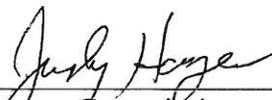
NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Animal Control and Capital Projects budgets be amended, as follows:

REVENUES:
Donations (101.48610) **\$ 100,000**

EXPENDITURES:
Transfers Out (101.99100.590) **\$ 100,000**

REVENUES:
Transfers In (171.49800) **\$ 100,000**

EXPENDITURES:
Building Improvements-Animal Control
(171.91140.707.013) **\$ 80,000**
Other Equipment-Animal Control **20,000**
(171.91140.790.021) **\$ 100,000**



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 4 Against 0
_____ 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. 5-10-34
Requested by: Transportation Management Authority

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
PUBLIC TRANSPORTATION BUDGET BY \$128,191 - REVENUES TO
COME FROM FEDERAL FUNDING THROUGH THE STATE GRANT**

WHEREAS, Williamson County implemented a van pool ride share program, administered through the Transportation Management Association (TMA); and,

WHEREAS, the County has entered into the Early Action Compact to improve air quality; and,

WHEREAS, the operation of van pools is one of the solutions provided in the Early Action Compact; and,

WHEREAS, the County has had requests to expand the van pool program; and,

WHEREAS, the County has secured Federal Funds to purchase additional vans for this program through the Congestion Mitigation and Air Quality Program (CMAQ); and,

WHEREAS, these new vans, to include one ADA van and four (4) 15-passenger vans are available for purchase through the annual State Vehicle Purchase Contract; and,

WHEREAS, participants in the van pool program are charged monthly rider fees with a portion of the said monthly rate earmarked for vehicle replacement costs;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Public Transportation budget be amended, as follows:

EXPENDITURES:

Public Transportation \$128,191
(101.58210.399)

REVENUE:

Other Federal/State- CMAQ \$128,191
(101.47590)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 4 Against 0
_____ 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. 5-10-3

Requested by: Juvenile Services

FILED 4/13/10
ENTERED 9:30 a.m.
ELAINE ANDERSON, COUNTY CLERK

**RESOLUTION TO APPOINT JULIE ELLIS AS
A PART-TIME JUDICIAL COMMISSIONER
FOR WILLIAMSON COUNTY**

WHEREAS, pursuant to the authority granted under Section 40-1-111 of Tennessee Code Annotated, Williamson County utilizes Judicial Commissioners to issue warrants, mittimus, juvenile petitions and other legal documents; and,

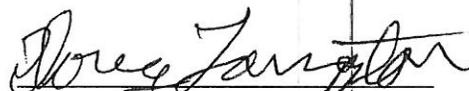
WHEREAS, the terms for said Judicial Commissioners are for a term of four (4) years; and,

WHEREAS, the appointment of these individuals are budgeted as part-time positions and will not involve any additional funding;

NOW, THEREFORE:

SECTION I: BE IT RESOLVED by the County Commission of Williamson County, Tennessee, that Julie Ellis shall be, and is hereby, appointed as Judicial Commissioner for Williamson County, Tennessee, pursuant to the authority granted under Section 40-1-111 of the Tennessee Code Annotated and shall serve for a term of four (4) years; and,

SECTION II: BE IT FURTHER RESOLVED by the County Commission of Williamson County, Tennessee, that this Resolution shall take effect immediately upon its passage, the health, welfare, and safety of the residents of Williamson County requiring it.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For 5 Against 0
Budget Committee For 3 Against 0

Commission Action Taken: For Against Pass

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

TITLE OF POSITION FOR ELECTION OR APPOINTMENT:

JUDICIAL COMMISSIONER

NAME OF NOMINEE:

Julie Ellis

VOTING DISTRICT: *9th*

TERM OF POSITION:

4 YEARS

SALARY:

No Additional expense will be involved in Ms. Ellis' employment as she will be part time and work when full time staff is off.

NAMES OF PERSONS RECOMMENDING THE NOMINEE:

JUDGE DENISE ANDRE – JUVENILE AND GENERAL SESSIONS JUDGE
JUDGE AL NATIONS – JUVENILE AND GENERAL SESSIONS JUDGE
MARY A. PRENDERGAST- JUDICIAL COMMISSIONER SUPERVISOR

BRIEF BIOGRAPHICAL INFORMATION:

Ms. Ellis is a resident of Williamson County, TN and is currently attending law school.

Resolution No. 5-10-4
Requested by: County Mayor

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A LEASE AGREEMENT WITH GAP COMMUNITY DEVELOPMENT RESOURCES, INC.

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

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

WHEREAS, the GAP Community Development Resources, Inc., ("GAP") is a community based non-profit entity that provides a wide range of community services; and

WHEREAS, GAP is currently leasing Suites #137 and #138 in the Community Services Building and desires to continue leasing the space; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with GAP.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of May, 2010, hereby authorizes the County Mayor to execute a lease agreement with GAP Community Development Resources, Inc., and any future amendments, addendums, and other documents for the continued use of Suites #137 and #138 in the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 5 Against 0

Budget Committee: For 3 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, and **GAP COMMUNITY DEVELOPMENT RESOURCES, INC.**, ("Lessee"), on this the ___ day of _____, 2010.

RECITALS

WHEREAS, the County owns a facility commonly known as the Community Services Building, located at 129 West Fowlkes Street, Franklin, Tennessee;

WHEREAS, Lessee is currently leasing Suites #137 and #138 in the Community Services Building; and

WHEREAS, the current lease contract would expire on June 30, 2010 if the parties failed to execute this document.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH**1. DEFINITIONS.**

- (a) "Contract" means the entire lease agreement between the County and Lessee including all attachments and exhibits and any and all addendums explicitly agreed by the parties.
- (b) "County" means Williamson County, Tennessee with its principal office at 1320 West Main Street, Franklin, Tennessee.
- (c) "Facility" means the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.
- (d) "Lessee" means GAP Community Development Resources, Inc., who is currently occupying Suites #137 and #138 in the Facility.
- (e) "Suites" mean rooms #137 and #138 located at 129 West Fowlkes Street, Franklin, Tennessee.
- (f) "Total Rent" means the entire amount of compensation to be paid by the Lessee as specified herein.

2. DEMISE, TERM & LEASE.

- (a) County leases to Lessee the Suites located in the Facility for its not-for-profit activities. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other material owned or used by the Lessee or under its supervision.
- (b) The term of this Agreement shall be for a period of 1 year, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2011, at an annual fee of \$1.00, payable to the County at the address stated in this Contract, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Contract may be extended for 4 additional terms of 1 year each. The option to extend shall be exercised in the discretion of Williamson County. To be effective, any extension must be approved for form by the County Attorney's Office for form and the Department of Finance and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Contract, then County reserves the right to terminate this Contract by providing Lessee 30 days' written notice.

- (e) In the event Lessee fails to relinquish the Suites at the termination of this Contract and with the consent of the County, the Lease agreement shall be a month to month lease, terminable upon 5 days notice by either party, and all terms and provisions of this Contract shall be applicable during that period.

3. **LESSEE'S COVENANTS.** Lessee agrees:

- (a) Use. Lessee shall only use the Suites for its not-for-profit activities and in a manner that does not prevent or inhibit other lessee's use or quiet enjoyment of their space.
- (b) Obligation to Secure its Suite. Lessee agrees to ensure that all documents, equipment, computers, supplies, and any other material will be secured in the Suites at the end of each day's use of the Suites. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Suites or Facility. Lessee agrees that it shall have no ownership interest in the Suites, Facility, furniture, equipment, or supplies that are owned, controlled, or leased by the County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or the Suites, or any use or occupancy thereof contrary to any laws of the State of Tennessee or any ordinance of the County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Access to County. County has the right to enter the Suites for maintenance purposes and to inspect the Suites to insure all necessary repairs are being performed.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Suites or the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse the County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Suite. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Contract or habitation of the Suites regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Other Costs. Lessee shall be solely responsible for the cost of its electric utilities and janitorial services which may be hired or paid by Williamson County. Should Williamson County, in its sole discretion, pay for any of the costs for which Lessee is responsible for, then Williamson County may charge a pro-rata share of the expenses to the Lessee. In addition, Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Suite. All costs that are not specifically defined herein as the responsibility of the County as provided in this Lease agreement shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Suite.
- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior approval from the County.
- (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility or Suites.

- (k) Damage. Lessee shall be responsible for any and all damage caused to the Suites or the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
- (l) Waste. Lessee shall not commit any waste to any portion of the Suites. At the expiration or termination of this Contract, Lessee shall deliver and surrender the Suites to the County in good order, condition, and repair, except for ordinary wear and tear.
4. **COUNTY'S COVENANT FOR LIMITED USE.** County agrees to permit Lessee to use the Suites for the term of this Contract unless otherwise terminated as provided herein. County agrees that it will not unreasonably interfere with Lessee's rights to use the Suites. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Suites and make repairs or replacements, or perform any maintenance required to be made by the Lessee after notice is provided to the Lessee and applicable cure period expires. All repairs or replacements made by the County shall be reimbursed in full by the Lessee.
5. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
6. **INSURANCE.** At all times during the term of this Contract, Lessee shall keep the Suites insured, at Lessee's own expense, against claims for personal injury or property damage under a policy of general public liability insurance. The policy shall contain such terms and limits as approved by the County Risk Management Department and shall be at such limits and upon the conditions as required by the County Risk Management Department. The County shall be named as additional insured on the certificate. Any insurance obligations as provided for herein may be waived in writing by the Williamson County Risk Management Director. Lessee shall provide the County with a copy of the insurance policies. All insurance certificates shall be issued by a responsible insurance company qualified to do business in the State of Tennessee and with an AM Best Rating of not less than AX.
7. **CHOICE OF LAW; VENUE.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
8. **NOTICES.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by United States mail, 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

With copy to: Buerger, Moseley & Carson, PLC
 306 Public Square
 Franklin, TN 37064-4517

Lessee: **GAP Community Development Resources, Inc.**
 Suite 138
 129 West Fowlkes Street
 Franklin, TN 37064

9. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Suites or Facility shall be made without the prior approval of the County. Prior to making any changes to the Suites, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Suites or Facility shall not constitute a breach of this Agreement by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Suites to the same or better condition in which the Lessee first accepted the Suites.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Suites or Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Suites or Facility.

10. **DEFAULT.**

- (a) Lessee shall be in default of this Contract if:
 - i. Lessee disturbs other tenants or other County offices in the Facility in any manner;
 - ii. It breaches any provision of this Contract or any rules and regulations promulgated by the County pertaining to Suites or Facility;
 - iii. It violates any applicable laws or ordinances during its use of the Suites;
 - iv. It abandons the Suites before the end of the Term; or
 - v. It dissolves or ceases doing business as a not for profit entity or becomes insolvent or bankrupt.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
 - i. Declare the Total Rent under this Contract due and payable in full for the remaining current term and to take immediate possession of the Suites;
 - ii. Terminate this Contract by giving the Lessee written notice of termination, which shall not excuse any breach of this Contract by Lessee. Upon termination based on breach of this Contract, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of the breach of the Contract; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County 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 the County 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.

- (d) County shall be in default of this Contract if it fails to provide the Suites at the time required by Lessee. **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS AGREEMENT.**
11. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Suites regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, volunteers and licensees.
12. **ABANDONED PROPERTY.** Any property remaining in the Suites after the termination of this Contract or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of the Term shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the costs incurred by County in disposing of or destroying the abandoned property and (ii) the costs of storing it if County elects to store it for Lessee.
13. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Suites unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Suite. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and reasonable attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
14. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Suites any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Suites.
15. **HEALTH AND SAFETY.**
- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Contract. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615)-790-5466 during business hours, or at (615)-791-6200 (requesting dispatch), after business hours, holidays and weekends.
16. **ASSIGNMENT/SUBLEASE-CONSENT REQUIRED.** The provisions of this Contract shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Contract, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Contract may only be assigned to an entity that is a not-for-profit entity.

- 17. **SEVERABILITY.** In the event that any section and/or term of this Contract is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Contract, and the remaining sections and/or terms are to be fully enforceable.
- 18. **ENTIRE AGREEMENT.** This Contract and its attachment contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
- 19. **WAIVER.** No waiver of any provision of this Contract shall be valid unless in writing and signed by the parties against who charged.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

GAP COMMUNITY DEVELOPMENT RESOURCES, INC.

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

Robert Cook
County Attorney

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

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A LEASE
AGREEMENT WITH THE STATE JUDGES OFFICE**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

WHEREAS, Williamson County owns improved real property commonly known as the County Complex Building located at 1320 West Main Street, Franklin, Tennessee; and

WHEREAS, the State Judges Office is currently leasing Suite #101A in the County Complex Building and desires to continue leasing the space for its non-profit activities; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the State Judges Office to permit them continued use of the Suite.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of May, 2010, hereby authorizes the County Mayor to execute a lease agreement with the State Judges Office and any future amendments, addendums, and other documents for the continued use of Suite #101A in the County Complex Building located at 1320 West Main Street, Franklin, Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 5 Against 0

Budget Committee: For 3 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **STATE JUDGES OFFICE** ("Lessee"), on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility commonly known as the Williamson County Administrative Office Complex located at 1320 West Main Street, ("Facility"), located in Franklin, Tennessee, and desires to continue to lease Suite #101A in the Facility ("Suite") to Lessee; and

WHEREAS, Lessee has expressed its desire to lease the Suite from the County for its not-for-profit activities.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:**1. DEFINITIONS.**

- (a) "Contract" and "Lease Agreement" mean the entire lease agreement between the County and Lessee including all attachments and exhibits and any and all addendums explicitly agreed by the parties.
- (b) "County" means Williamson County, Tennessee with its principal office at 1320 West Main Street, Franklin, Tennessee.
- (c) "Facility" means the County Complex Building located at 1320 West Main Street, Franklin, Tennessee.
- (d) "Lessee" means the State Judges Office, who is currently occupying Suite #101A in the Facility.
- (e) "Suite" means room #101A located in the Facility.
- (f) "Total Rent" means the entire amount of compensation to be paid by the Lessee as specified herein.

2. DEMISE, TERM & LEASE.

- (a) County agrees to lease to Lessee Suite #101A located in the Facility for its not-for-profit activities.
- (b) The term of this Agreement shall be for a period of 1 year, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2011, at an annual fee of \$1.00, payable to the County at the address stated in this Agreement, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Agreement may be extended for 4 additional terms of 1 year each. The option to extend shall be exercised in the discretion of Williamson County. To be effective, any extension must be approved by the County Attorney's Office for form and the Department of Finance and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease Agreement, then the County reserves the right to terminate this Lease Agreement by providing Lessee 30 days' written notice. The term of the Lease will expire on the 30th day unless another date beyond 30 days is provided in the notice.
- (e) In the event Lessee fails to relinquish the Suite at the termination of this Lease Agreement and with the consent of the County, the Lease Agreement shall be a month to

month lease, terminable upon 5 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

3. **LESSEE'S COVENANTS.** Lessee agrees:

- (a) Use. Lessee shall only use the Suite for its not-for-profit activities and in a manner that does not prevent or inhibit other tenant's use or quiet enjoyment of their use of the Facility.
- (b) Obligation to Secure its Suite. Lessee agrees to ensure that all documents, equipment, computers, supplies, and any other material will be secured in the Suite at the end of each day's use of the Suite. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Suite or Facility. Lessee agrees that it shall have no ownership interest in the Suite, Facility, furniture, equipment, or supplies that are owned, controlled, or leased by the County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or the Suite, or any use or occupancy thereof contrary to any laws of the State of Tennessee or any ordinance of the County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Access to County. County has the right to enter the Suite for maintenance purposes and to inspect the Suite to insure all necessary repairs are being performed.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Suite or the Facility, and to the degree permissible under Tennessee Law, Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse the County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Suite. To the degree permissible under Tennessee Law, Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Suite regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Other Costs. Lessee shall be solely responsible for the cost of its electric utilities and janitorial services which may be hired or paid by Williamson County. Should Williamson County, in its sole discretion, pay for any of the costs for which Lessee is responsible for, then Williamson County may charge a pro-rata share of the expenses to the Lessee. In addition, Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Suite. All costs that are not specifically defined herein as the responsibility of the County as provided in this Lease Agreement shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Suite.
- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior approval from the County.
- (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.

- (k) Damage. Lessee shall be responsible for any and all damage caused to the Suite or the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
- (l) Waste. Lessee shall not commit any waste to any portion of the Suite. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Suite to the County in good order, condition, and repair, except for ordinary wear and tear.
4. COUNTY'S COVENANT FOR LIMITED USE. County agrees to permit Lessee to use the Suite for the term of this Lease unless otherwise terminated as provided herein. County agrees that it will not unreasonably interfere with Lessee's rights to use the Suite. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Suite and make repairs or replacements, or perform any maintenance required to be made by the Lessee after notice is provided to the Lessee and applicable cure period expires. All repairs or replacements made by the County shall be reimbursed in full by the Lessee.
5. COVENANTS & AGREEMENTS. All of the covenants, agreements and conditions of this Contract shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
6. INSURANCE. Lessee shall not be required to obtain insurance for use of the Suite.
7. CHOICE OF LAW; VENUE. This Contract shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
8. 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

With copy to: Buerger, Moseley & Carson, PLC
 306 Public Square
 Franklin, TN 37064-4517

Lessee: **STATE JUDGES OFFICE**
 Suite 101A
 1320 West Main Street
 Franklin, TN 37064

9. PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.

- (a) No addition, erection, installation, or other physical alteration of the Suite or Facility shall be made without the prior approval of the County. Prior to making any changes to the Suite, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Suite or facility shall not constitute a breach of this Agreement by County.

- (b) In the event County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Suite to the same or better condition in which the Lessee first accepted the Suite.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Suite or Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Suite or Facility.

10. **DEFAULT.**

- (a) Lessee shall be in default of this Contract if:
 - i. Lessee disturbs other tenants or other County offices in the Facility in any manner;
 - ii. It breaches any provision of this Contract or any rules and regulations promulgated by the County pertaining to Suite or Facility;
 - iii. It violates any applicable laws or ordinances during its use of the Suite;
 - iv. It abandons the Suite before the end of the Term; or
 - v. It dissolves or ceases doing business as a not-for-profit entity or becomes insolvent or bankrupt.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
 - i. Declare the Total Rent under this Contract due and payable in full for the remaining current term and to take immediate possession of the Suite;
 - ii. Terminate this Contract by giving the Lessee written notice of termination, which shall not excuse any breach of this Contract by Lessee. Upon termination based on breach of this Contract, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of the breach of the Contract; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County 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 the County 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.
- (d) County shall be in default of this Contract if it fails to provide the Suite at the time required by Lessee. **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS CONTRACT.**

11. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Suite regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, volunteers and licensees.

12. **ABANDONED PROPERTY.** Any property remaining in the Suite after the termination of this Contract or any property stored by County which has not been claimed by Lessee within 10 days

after the expiration of the Term shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the costs incurred by County in disposing of or destroying the abandoned property and (ii) the costs of storing it if County elects to store it for Lessee.

13. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Suite unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory common law, or other right of any person during its use of the Suite. To the degree permissible by Tennessee Law, Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
14. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Suite any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Suite.
15. **HEALTH AND SAFETY.**
- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.
16. **ASSIGNMENT/SUBLEASE-CONSENT REQUIRED.** The provisions of this Contract shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Contract, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Contract may only be assigned or subleased to an entity that is a not-for-profit entity.
17. **SEVERABILITY.** In the event that any section and/or term of this Contract is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Contract, and the remaining sections and/or terms are to be fully enforceable.
18. **ENTIRE AGREEMENT.** This Contract and its attachment contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

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

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

STATE JUDGES' OFFICE

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

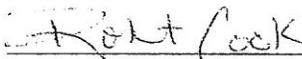
Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality



County Attorney

Resolution No. 5-10-7
Requested by: WCFair Event Chairman

**RESOLUTION TO PERMIT THE SERVING
OF ALCOHOLIC BEVERAGES AT THE AGRICULTURAL
EXPOSITION PARK FOR AN EVENT OF THE
WILLIAMSON COUNTY FAIR**

WHEREAS, the Board of Commissioners of Williamson County has previously adopted resolutions specifically banning the storage, sale or manufacturing of alcoholic beverages within two thousand (2,000) feet of a place of public gathering; and

WHEREAS, from August 6-14, 2010, the Williamson County Agricultural Exposition Park and the Williamson County Fair Board, Inc. will host the 6th Annual Williamson County Fair; and,

WHEREAS, as a part of this event, a Wine Festival is proposed to be held on Friday, August 6, and Saturday, August 7, 2010, with a subsequent Competition and Show to be held on Saturday, August 8, 2010, during which time the announcement of the winners of the Amateur Wine Competition will be announced, along with displays showing how to grow grapes in Tennessee as a cash crop and how wine is made and produced for retail; and,

WHEREAS, the associated Wine Festival Event will require permission for the serving of alcoholic beverages for those attendees who have purchased admission for this event, ages 21 and over, and additionally the purchase of the product to be held for consumer pick-up upon their leaving the premises; and,

WHEREAS, the Board of County Commissioners wish to retain oversight of the types and number of events which may include the serving and/or sale of alcoholic beverages;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Williamson County, meeting in regular session this 10th day of May, 2010, does hereby amend and repeal previous resolutions which may be interpreted as prohibiting the serving of alcoholic beverages at the Williamson County Agricultural Exposition Center for the limited purpose of allowing the serving and purchase of alcoholic beverages at the Williamson County Fair Wine Festival on August 6-7, 2010, and subsequent Amateur Wine Show and Competition to be held August 7, 2010, and for no other purpose;

AND, BE IT FURTHER RESOLVED, that the producers and organizers of this event shall be required to comply with all applicable beer and liquor laws and permitting requirements of Williamson County, the City of Franklin and the State of Tennessee, including all insurance requirements as may be required by Williamson County and/or the Williamson County Fair Board.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 Against 0 Abstain 1
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-10-18
Requested by: County Mayor

**RESOLUTION TO ADOPT THE THREE-STAR STRATEGIC
ECONOMIC DEVELOPMENT PLAN**

WHEREAS, the Three-Star Program was developed to meet the needs and challenges of the evolving economic environment in urban and rural communities and to partner with communities to create opportunities for sustained economic growth; and,

WHEREAS, communities seeking certification as a Three-Star community must meet certain criteria, including the adoption of a five-year strategic economic development plan; and,

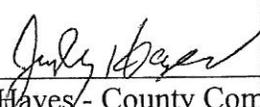
WHEREAS, in achieving the mission of the Three-Star Program, the Department of Economic and Community Development commits to assist communities in developing and implementing a strategic economic plan;

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Williamson County, Tennessee, meeting in regular session on this the 10th day of May, 2010, in Franklin, Tennessee, that:

SECTION 1. The legislative body of Williamson County declares that the county has adopted a five-year strategic economic development plan, originally approved on the 9th day of May, 2005;

SECTION 2. The strategic economic development plan includes Williamson County's economic goals in promoting economic growth, a plan to accomplish these goals and a projected timeline in achieving those goals; and,

SECTION 3. The strategic economic development plan addresses the Williamson County's goals pertaining to existing industry, manufacturing recruitment, workforce development, retail/service, tourism, agriculture, infrastructure assessment and educational assessment.



Judy Hayes - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Economic Development Council For _____ Against _____
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-10-19
Requested by: County Mayor

**RESOLUTION TO AFFIRM COMPLIANCE WITH
FEDERAL TITLE VI REGULATIONS**

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and,

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92-47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and,

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and awards financial incentives for communities designated as Three-Star Communities; and,

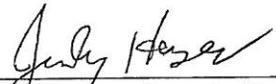
WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance, all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Acts of 1964 and the Civil Rights Restoration Act of 1987;

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Williamson County, meeting in regular session at Franklin, Tennessee, that:

SECTION 1. The legislative body of Williamson County declares that the county is in compliance with the federal Title VI regulations;

SECTION 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations;

SECTION 3. This resolution shall take effect upon adoption, the public welfare requiring it.



Judy Hayes - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Economic Development Council For _____ Against _____
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-10-20
Requested by: County Mayor

**RESOLUTION TO PARTICIPATE IN THE
TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT THREE-STAR PROGRAM**

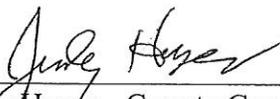
WHEREAS, the Tennessee Department of Economic and Community Development is committed to assist the communities in creating opportunities for sustained economic growth through the Three-Star Program; and,

WHEREAS, participation in the Three-Star Program affords certified communities the opportunity to develop and implement programs affecting the economic appeal and viability considered by business and industry in making investment decisions; and,

WHEREAS, certification as a Three-Star Community in the Three-Star Program involves a cooperative effort by numerous local entities; and,

WHEREAS, the County Mayor's Office is the designated contact for the Three-Star Program;

NOW, THEREFORE, BE IT RESOLVED, by action of the county legislative body of Williamson County, Tennessee, meeting in regular session on this the 10th day of May, 2010, in Franklin, Tennessee, that Williamson County will participate in the Three-Star Program.



Judy Hayes - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Economic Development Council For _____ Against _____
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(ThreeStarProgramParticipation)

Resolution No. 5-10-29
Requested by: County Mayor

FILED 4/26/10
ENTERED 9:15 a.m.
ELAINE ANDERSON, COUNTY CLERK

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE TOWN OF NOLENSVILLE

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a county may lease land or existing buildings owned by the county to any person, corporation, partnership, government, or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

WHEREAS, Williamson County owns improved real property at 7520 Nolensville Road, Nolensville, Tennessee, ("Facility"), which was previously used as the Nolensville Parks and Recreation Facility; and

WHEREAS, the Town of Nolensville desires to lease a portion of the Facility from the County for use as a Town Hall and government offices; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Town of Nolensville for the use of a portion of the Facility as a Town Hall and government offices.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of May, 2010, hereby authorizes the County Mayor to execute the attached lease agreement with the Town of Nolensville and any future amendments, addendums, and other documents required for the lease of a portion of the Facility located at 7520 Nolensville Road, Nolensville, Tennessee.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 5 Against 0

Budget Committee: For 3 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

INITIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **Williamson County, Tennessee**, a governmental entity of the State of Tennessee, and the **Town of Nolensville**, ("Lessee"), to lease a portion of the County owned facility located at 7520 Nolensville Road, Nolensville, Tennessee, 37135, on this the ____ day of _____, 2010.

WITNESSETH:

1. Definitions.

As used in this lease, the following terms have the specific meaning assigned them:

- a. "Agreement" or "Lease" means this Lease Agreement and any attachments and exhibits included with this agreement at the time of execution and all amendments and addendums adopted in writing by the parties.
- b. "County" means Williamson County, Tennessee.
- c. "Facility" means the entire structure owned by the County, commonly referenced as the Nolensville Parks and Recreation Facility and located at 7520 Nolensville Road, Nolensville, Tennessee, 37135.
- d. "Leased Area" means the portion of the Facility leased by the Lessee. The Leased Area is described in Attachment A, which is attached and made a part of this Agreement.
- e. "Lessee" means the Town of Nolensville.
- f. "Rental Rate" means the amount the Lessee shall pay to the County for lease of the Leased Area.

2. Subject & Purpose. County agrees to lease the Leased Area to Lessee for a period of 1 year, or as the lease term may be extended pursuant to paragraph 4a. below to be used as a Town Hall or for other government related purposes.

3. Facility and Possession.

- a. Facility. County agrees to lease to Lessee, and Lessee accepts the Leased Area with no obligation by the County to make any renovations or repairs to any part of the Leased Area or Facility.
- b. Possession "as is". Unless otherwise provided for herein, Lessee accepts the Leased Area in an "as is" condition without any obligation by the County to alter or make changes in or to any area of the Facility

4. Terms of Lease.

- a. The initial term of this Lease shall be for a 1 year period which shall begin on the 1st day of July, 2010, and shall continue until the 30th day of June, 2011. This Lease may be renewed for 2 additional terms of 1 year each if first approved by the Williamson County Attorney for form and signed by the Williamson County Mayor. In no event shall this Lease exceed 3 years.
- b. Insurance on the Leased Area must cover all days of this Lease, including move in and move out days.

5. Use of Leased Area.

a. The Leased Area shall be used only for a Town Hall, government offices for the provision of government services provided by the Lessee to the public and other related government purposes. Lessee shall not cause or permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Facility that would constitute a nuisance or would disturb, unreasonably interfere with,

or endanger the County's property, neighboring property owners and businesses. AT NO TIME DURING THE TERM OF THIS LEASE, OR ANY EXTENSIONS THEREOF, MAY LESSEE MATERIALLY CHANGE THE NATURE OF THE USE FROM THAT WHICH WAS IN EFFECT AT THE INCEPTION OF THIS LEASE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COUNTY.

b. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to Lessee's use of the Leased Area, including the Environmental Laws as defined herein, and promptly shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances or zoning violations in or upon, or connected with Lessee's use of the Leased Area, all at Lessee's sole expense. Lessee shall provide the County with a summary of any notice, whether oral or written, given to the Lessee by any governmental authority with respect to the Leased Area. If any such notice shall be in writing, Lessee shall promptly deliver to the County a copy of such notice.

c. "Environmental Law" shall mean any applicable federal, state or local law, statute, regulation or ordinance of any governmental or quasi-governmental authority with jurisdiction relating to pollution, land use, health or safety or the protection of human, animal or plant life or the environment; (i) "Hazardous Substances" shall mean any and all pollutants, contaminants, toxic or hazardous wastes, or any other substance which is flammable, explosive, toxic, radioactive, corrosive or otherwise hazardous to human, animal or plant life or the environment, asbestos, any oil, petroleum or petroleum product, or any other substance or material regulated from time to time as a hazardous or toxic substance, waste or material under applicable law, including, without limitation, any "hazardous substance," "hazardous waste," "hazardous material" or "contaminant," as defined by any Environmental Law; and (ii) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Substances.

6. Entry into Facility. The County and County's agents, authorized contractors, employees, officers, and representatives shall have the right to enter any part of the Facility upon 24 hours' prior notice (except in cases of emergency in which case no notice shall be required) at any reasonable time during business hours, to inspect any part of or all areas of the Facility. At all times during the Term, upon telephonic notice to Lessee, County representatives may enter the Facility during business hours.

7. Rental Rates.

a. The monthly Rental Rate during the first year term shall be \$1,250.00 for the lease of the Leased Area. Lessee shall pay the monthly Rental Rate in advance on the 1st day of each succeeding month. If the first and/or last months of this Lease are partial calendar months, then the first and/or last payments of the Rental Rate shall be proportionately adjusted. Any amounts required to be paid by Lessee hereunder, which is not paid within 30 workdays of the date when due, shall bear interest at a rate equal to 12% per annum or the highest rate permitted by applicable law whichever is greater.

b. The monthly Rental Rate for subsequent terms shall equal 75% of the fair market rental value based on comparable rents in the Williamson County as determined in the County's sole discretion. In addition to the monthly Rental Rate, Lessee will be responsible for the cost of its utilities. The cost of utilities shall be proportioned based on the Lessee's use of the utilities.

8. Maintenance and Repairs.

a. The County shall repair and replace as necessary, structural elements of the Facility which are not caused by the action of the Lessee or Lessee's employees, agents, contractors, or any other person operating under the direction of the Lessee.

b. Lessee, at its own cost and expense, shall: (i) maintain the Leased Area and all parts thereof in good repair, order and condition, reasonable wear and tear excluded, and promptly make all repairs and replacements necessary to do so; (ii) promptly replace, repair and maintain all fixtures and other property in the Leased Area including, without limitation, all Lessee's improvements, heating, ventilating and air conditioning systems; (iii) continuously maintain all utility connections serving the Leased Area; (iv) continuously keep clear all sanitary sewer, waste, drain and other pipes; and (v) promptly replace all

broken glass windows and doors in the Leased Area. Lessee shall perform all work with respect to the Leased Area, including, without limitation, all repairs, maintenance, replacements, alterations, additions or improvements, in a first-class, safe, good, and workmanlike manner, in accordance with all applicable statutes, ordinances, regulations and other laws including, without limitation, building codes and ordinances, free from defects in design, condition, material and workmanship.

9. Alterations.

a. Lessee shall not make any alterations or improvements to the Leased Area without the prior written consent of the County. Without County's consent Lessee, at its own cost and expense, may erect such shelves, bins and trade fixtures as it desires provided that:

1. Such items do not alter the basic character of the Leased Area;
2. Such items do not overload or damage any part of the Facility;
3. Such items may be removed without injury to the Leased Area; and
4. The construction, erection or installation thereof complies with all governmental laws, ordinances, and regulations and with County's specifications and requirements.

b. All alterations, additions, improvements and partitions erected by Lessee shall be and remain the property of Lessee during the Term of the Lease. Unless otherwise agreed by the County, all fixtures installed by Lessee shall be removed on or before the earlier to occur of the date of termination of this Lease or vacating the Leased Area, at which time Lessee shall restore the Leased Area to their original condition, ordinary wear and tear excepted.

c. All alterations, installations, removals and restorations shall be performed in a first-class, safe, good and workmanlike manner, in accordance with all applicable statutes, ordinances, regulations and other laws including, without limitation, building codes and ordinances, free from defects in design, condition, material and workmanship, and so as not to damage or alter the Facility or the Facility's structural qualities.

10. Utilities. For the first term of this Lease, the cost of utilities shall be paid by the County. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Leased Area.

11. Termination without Cause. Either party can terminate this Lease by providing a minimum of 90 days written notice to the other party.

12. Default. The Lessee shall be in default of this Lease if: (i) it fails to pay any amounts due under this Lease; (ii) it breaches any provision of this Lease; (iii) it violates any applicable laws or ordinances during its use of the Leased Area; or (iv) it abandons the Leased Area before the end of the Term. In the event of a default by Lessee, the County has the right to exercise any of the following rights:

a. County shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than 10 days' notice of the cancellation and termination. On expiration of the time filed in the notice, this Lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined;

b. County may elect, but shall not be obligated unless otherwise specified herein, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and County shall have the right to enter the Leased Area for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by County shall not be deemed to waive or release the default of Lessee or the right of County to take any action as may be otherwise permissible hereunder in the case of any default;

c. If Lessee is in breach or default of this Lease and the County elects to exercise its right to

terminate this Lease then the termination shall be for cause and the County will take immediate ownership of all Renovations with no further obligation to pay the Lessee any amounts;

d. Pursue any other remedies available to the County either at law or equity; and

e. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County 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 the County 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.

13. Insurance. At all times during the term of this Lease, Lessee shall keep the Leased Area insured, at Lessee's own expense, against claims for personal injury or property damage under a policy of general public liability insurance. The policy shall contain such terms and limits as approved by the County Risk Management Department and shall be at such limits and upon the conditions as required by the County Risk Management Department. Any insurance obligations as provided for herein may be waived in writing by the Williamson County Risk Management Director. Lessee shall provide the County with a copy of the insurance policies. All insurance certificates shall be issued by a responsible insurance company qualified to do business in the State of Tennessee and with an AM Best Rating of not less than AX.

14. Assumption of Responsibility. Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facility regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and/or participants in any event.

15. Force Majeure. If the Leased Area or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate and Lessee shall be liable only for rent which has accrued at the time of termination provided, however, if such impossibility of performance shall be due to an act or omissions of Lessee, its agents, employees, members, licensees, or invitees, then Lessee shall be liable for the Rental Rate as well as all accrued charges in addition to such other damages as may result from such acts or omissions. Lessee hereby waives any claim for damages or compensation from County on account of such termination.

16. Lessee's Property. Any property brought into the Facility by Lessee shall be at the sole risk of the Lessee.

17. Surrender. At the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender possession of the Leased Area to the County in good condition and repair, excepting reasonable wear and tear and damage by accidental fire or other casualty not occurring through the act or negligence of the Lessee or those employed by or acting for Lessee, with all personal property of Lessee removed, and with all repairs and maintenance required herein to be performed by Lessee completed and all other obligations of Lessee to be performed through such date fully performed. If Lessee fails to surrender the Leased Area to the County at the expiration of the Term, then the County may remove from the Leased Area all of Lessee's effects remaining. The County, in its sole discretion, may store any items, equipment or other material left by Lessee at Lessee's cost, expense and risk. In no event shall County be liable to Lessee for any damages or injuries occurring in the removal or storing of such effects. For such additional periods as any effects of Lessee remain in the County's possession, Lessee shall pay to County an amount equal to the cost to store the item for each day the County has possession of the effects. In addition, Lessee shall be liable to County for any claim or damages suffered by the County resulting from Lessee's failure to surrender the Leased Area to County in as good a condition as Lessee received the Leased Area.

18. Abandoned Property. Any property remaining in the Facility or any property stored by Lessee which has not been claimed by Lessee within 10 days after the expiration of the Term shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk as provided herein. Lessee hereby waives any right to claim the value thereof or damages therefore.

Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.

19. Health and Safety.

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

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

20. Assignment-Consent Required. The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. As a condition precedent to any subletting or assignment by Lessee hereunder, Lessee shall furnish to the County a copy of the proposed assignment or sublease, together with a description of the business to be conducted at the Leased Area or any portion of the Facility by such proposed assignee or sub-lessee. No assignment or sublease shall be valid until the County has approved the sublease agreement.

21. Attorney Fees. Lessee agrees that in the event either party deems it necessary to take legal action to enforce any of the terms, covenants, or provisions of this Lease, and in the event the County prevails, Lessee shall pay all expenses of such action including reasonable attorney fees and court costs at all stages of litigation.

22. Governing Law and Venue. The laws of the State of Tennessee shall exclusively control the validity, construction and effect of this Lease and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Lease must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee, or in a federal court having jurisdiction over Williamson County, Tennessee.

23. Limitation of Legal Avenues. County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction including, but not limited to, modification of the statute of limitations or binding arbitration.

24. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Lease arising out of or relating to this Lease or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

25. Severability. Should any court of competent jurisdiction declare any provision of this Lease invalid, than such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

26. Residual Matters. Any matters not expressly covered by this Lease or by applicable rules and regulations adopted by the County shall be determined by the County.

27. Entire Agreement; Amendments. The complete understanding between the parties is set out in this Lease, and this Lease supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein

contained. Any amendment, modification, waiver, or discharge of any requirement of this Lease will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

28. Relationship between the Parties. The relationship of the parties shall be that of an owner and lessee. No principal-agent or employer-employee relationship is created by this Agreement. The parties shall not 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 paragraph.

29. Quiet Enjoyment. The County warrants that Lessee shall be granted peaceful and quiet enjoyment of the Leased Area free from any eviction or interference by the County if Lessee pays the rent and other charges and otherwise fully complies and punctually performs all the terms and conditions imposed on Lessee.

30. 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, Suite 103
1320 West Main Street
Franklin, TN 37064

Lessee: **The Town of Nolensville**
7520 Nolensville Road
Nolensville, TN 37135

31. Assumption of Responsibility. Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Leased Area regardless of relationship, including Lessee's employees, agents, members, invitees, visitors, paying customers, and licensees.

32. Liens. The Lessee understands and accepts that Tennessee Law forbids any liens being placed on governmental property. The Lessee shall not place any liens on the Facility or any property that is owned by the County. The Lessee shall notify County immediately once it becomes aware of any action to place a lien on the Facility.

33. Employment Practices. Lessee 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.

34. Time is of the Essence. The parties agree that time is of the essence concerning the Lessee's obligations under this Lease.

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

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

SIGNATURE PAGE FOLLOWS

TOWN OF NOLENSVILLE:

By: _____

Date: _____

Title: _____

Phone No.: _____

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Williamson County Mayor

Date: _____

By: _____
Al Ritter, Property Manager

Date: _____

By: _____
Wayne Franklin, Risk Manager

Date: _____

By: _____
County Attorney

Date: _____

Resolution No. 5-10-30
Requested by: County Mayor

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH MOSLEY FARM, L.P. FOR A TELECOMMUNICATION TOWER

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-101, et. seq., a county legislative body can authorize the purchase of property for a public purpose; and

WHEREAS, over the past several years Williamson County has expended funds and resources to expand its emergency telecommunication ability within Williamson County to improve the safety of its citizens; and

WHEREAS, Williamson County desires to improve its emergency telecommunication capability in the area of the County near the town of Nolensville; and

WHEREAS, Mosley Farm, L.P. owns an existing 380 foot telecommunication tower which it desires to sell to Williamson County for \$8,000.00; and

WHEREAS, finding that the purchase of the telecommunication tower would increase the County's emergency telecommunication ability which would increase the ability to warn its citizens of pending natural disasters.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of May, 2010, hereby authorizes the County Mayor to execute a purchase agreement, and any other documents, amendments, or addendums, with Mosley Farm, L.P. for the purchase of a telecommunication tower located at 9623A Clovercroft Road, Nolensville, Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee: For 5 Against 0

Property Committee: For 5 Against 0

Budget Committee: For 3 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT is made on this the ____ day of _____, 2010, by and between **MOSLEY FARM, L.P.**, ("Seller"), of 9627 Clovercroft Road, Nolensville, Tennessee and **WILLIAMSON COUNTY**, a governmental and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee, ("Purchaser" or "County"), hereby agree that the parties shall be bound by the following terms and conditions concerning the purchase of a telecommunication tower as described herein:

The purpose of this Sale and Purchase Agreement, ("Agreement"), is to express the intent of the parties to execute the purchase of a 380 foot tall telecommunication tower located at 9623A Clovercroft Road, Nolensville, Tennessee as described herein and sets forth the obligations of the parties.

TERMS

1. **Property.** The Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase, for the price and upon the terms and conditions set forth below, a telecommunication tower approximately 380 feet tall and located on the Seller's property. The telecommunication tower has an address of 9623A Clovercroft Road, Nolensville Tennessee. The telecommunication is on owner's property located at 9627 Clovercroft Road, Nolensville, Tennessee.
2. **Purchase Price.** The purchase price of the Tower shall be \$8,000.00, to be paid in full at the time and place as agreed upon by the parties. The Purchaser shall pay the purchase price to Seller, by cash or certified check or in any other form as agreed by the parties.
3. **Transfer of Title.** The Seller agrees to transfer title to the property by warranty bill of sale free and clear of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever upon receipt of the purchase price. The property is sold in an "AS IS" condition except that it shall be sold in its present condition.
4. **Purchaser Warrants.** Seller warrants it has good and legal title to the telecommunication tower and full authority to sell said property.
5. **Occupancy:** Seller represents that at the time of purchase all the site leases for space or use of the telecommunication tower shall be terminated, and there will be no parties in occupancy on any part of the telecommunication tower.
6. **Condition to Purchase.** The parties agree that the purchase of the telecommunication tower is conditioned on the parties agreeing to a long term lease agreement to permit the Purchaser the ability to maintain and operate the telecommunication tower.
7. **Material Adverse Changes.** The purchase is contingent on the absence of any material adverse changes to the telecommunication tower.
8. **Limited Use.** Unless otherwise agreed by the parties, the Purchaser agrees that it shall limit its use of the Telecommunication Tower for emergency communication purposes for the benefit of its citizens.
9. **Contingent on Approval.** The parties agree that the purchase of the telecommunication tower shall be contingent on the Purchaser receiving approval from the Williamson County Board of Commissioners for the purchase of the telecommunication tower and the lease of the property.
10. **Pending Litigation:** Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases pending or threatened or similar proceedings affecting the telecommunication tower or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.
11. **Other Agreements:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

12. **Notices.** Any notice required to be given hereunder shall be in writing and delivered personally (including by commercial courier and/or hand delivery), sent by nationally recognized courier service (such as FedEx) or sent by United States certified mail, return receipt requested, addressed to the parties at the addresses set forth below or to such other address as either party may hereafter give by written notice to the other:

If to SELLER: **Mosley Farm, L.P.**
9627 Clovercroft Road
Nolensville, TN 37135

If to PURCHASER: **Williamson County**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

With a copy to: **BUERGER, MOSELEY & CARSON, PLC**
306 Public Square
Franklin, TN 37064
Attn: Mr. Robert Cook

13. **Severability.** If any provision of this agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.
14. **Waiver.** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.
15. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of Tennessee and the parties agree that any action shall be exclusively maintained in Williamson County.
16. **Headings.** The headings in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

**Last Item on Page.
Signature Page Follows.**

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first written above.

SELLER:
MOSLEY FARM, L.P.

PURCHASER:
WILLIAMSON COUNTY, TENNESSEE

By: _____

By: _____
Rogers Anderson, County Mayor

By: _____

By: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, _____ a Notary Public of the state and county mentioned, personally appeared _____, _____, and _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they are the duly authorized representatives of the within named Seller and that they executed the foregoing instrument for the purpose therein.

Witness my hand and seal, at office, this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, _____ a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that (s)he is the duly authorized representative of the within named Purchaser and that he executed the foregoing instrument on behalf of the within named Purchaser for the purpose therein.

Witness my hand and seal, at office, this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

Resolution No. 5-10-31
Requested by: County Mayor

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A LONG TERM LEASE AGREEMENT WITH MOSLEY FARM, L.P. FOR THE OPERATION, MAINTENANCE, AND REPAIR OF A TELECOMMUNICATION TOWER

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-101, et. seq., a county may lease real property from a private person, entity, or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

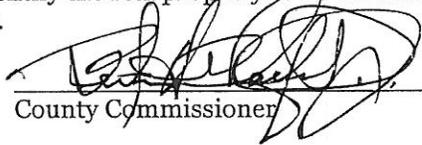
WHEREAS, the County is in the process of negotiating the purchasing of a telecommunication tower from Mosley Farm, L.P.; and

WHEREAS, as a condition to the purchase of the telecommunication tower, Mosley Farm, L.P. has agreed to lease the property surrounding the tower, including access to the site, to permit the county the ability to operate, maintain and repair the telecommunication tower; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into a long term lease agreement with Mosley Farm, L.P.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of May, 2010, hereby authorizes the County Mayor to execute the attached lease agreement with Mosley Farm, L.P. and any future amendments, addendums, and other documents required for the lease of a portion of the property located at 9627 Clovercroft Road, Nolensville on which the telecommunication tower sits to permit the County the ability to maintain, operate, and repair the tower;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee: For 5 Against 0

Property Committee: For 5 Against 0

Budget Committee: For 3 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**GROUND LEASE AGREEMENT BETWEEN
MOSLEY FARM, L.P. AND WILLIAMSON COUNTY, TENNESSEE**

THIS GROUND LEASE AGREEMENT, ("Lease"), made and entered into this ____ day of _____, 2010, by and between **MOSLEY FARM, L.P.**, ("Owner"), and **WILLIAMSON COUNTY, TENNESSEE**, ("County"), a political subdivision of the State of Tennessee.

WHEREAS, Owner has agreed to sell a telecommunication tower approximately 380 feet located on property owned by the Owner at 9627 Clovercroft Road, Nolensville, Tennessee to assist Williamson County in increasing its emergency communication capabilities;

WHEREAS, the purchase of the telecommunication tower is conditioned on the Owner granting a long term lease agreement with the County; and

WHEREAS, the Owner has agreed to this long term lease to permit the County access to its telecommunication tower to operate, maintain, repair, and improve.

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

PART I. LEASED AREA

1. The Owner warrants and represents that it has the full right, power, and authority to execute the Lease.
2. The Owner agrees to lease the property as defined in Exhibit A ("Leased Area") to the County which is attached and made part of this Lease. The Leased Area shall include an ingress and egress easement, ("Access"), to an open and improved public road which presently exists.

PART II. DEFINITIONS

1. "Communication Facility" means the Tower, accessory equipment, utilities and all other improvements.
2. "Commercial Purposes" means the use of the property for any fare, fee, rate, share or other consideration, or other undertaking intended for profit.
3. "Equipment" means microwave dish, necessary feed lines, and antennas installed on the Tower by the County. Equipment includes transmitters and a battery backup system to be stored in the Equipment Building until needed by the County.
4. "FAA" means the Federal Aviation Administration, or its duly designated and authorized successor agency.
5. "FCC" means the Federal Communications Commission, or its duly designated and authorized successor agency.
6. "Tower" means the telecommunication tower owned by the County that is located on the Leased Area.
7. "Work" means all labor, services, equipment, and material necessary to complete the installation, modification, and maintenance of the Equipment and all other requirements included in this Agreement.

PART III. RENT

1. The County shall pay to the Owner a monthly rental rate of \$850.00, payable to the Owner at the address stated in this Agreement, in 12 monthly payments to be paid on the 1st day of each month or in 1 annual payment to be made on the 1st day of July of each year. All monthly payments shall be made no later than the 15th of each month. In addition to the monthly rental rate, the County agrees to pay an additional amount to the Owner equal to the tax on the Leased Area, to be paid either in 12 equal payments or in one annual payment. If the commencement date or the date of termination or expiration is other than the 1st day of a calendar month, the rental amount shall be prorated.

2. The parties agree that the monthly rental rate shall increase by 15% on every fifth anniversary that the lease agreement is in effect.
3. The parties agree that if the parties agree the County can use the Tower for commercial purposes, the parties shall, in good faith, renegotiate the terms of the Lease agreement including the rental rate.

PART IV. USE

1. The Owner agrees that the Leased Area may be used by the County for the transmission and receipt of wireless communication signals in any and all frequencies. The County shall transmit and receive signals within the frequency standards set forth by the FCC. The County shall be responsible for ensuring that the Tower meets all FAA requirements regarding the lighting of the Tower.
2. The County agrees that it shall not use the tower or any part of the Leased Area for commercial purposes unless the parties agree otherwise in writing.
3. The Owner agrees that the County shall be permitted unrestricted access to the Leased Area to conduct maintenance, repairs, or improvements to the Tower, antennas, buildings, related facilities or to the Leased Area. The County shall provide notice to the Owner should it require accessing the Tower after 6 pm or before 8 am unless the County is responding to an emergency, which requires the County's immediate attention.
4. The Owner agrees that this Lease agreement shall survive any sale of the Owners property in which the Leased Area sits to any third party and the County shall have the right to continue its use and occupancy of the Leased Area for the remaining term of the Lease.

PART V. IMPROVEMENTS/UTILITIES.

1. The County shall be entitled, at its sole cost and expense to construct or install improvements, including a new fence, concrete pad, cable, utilities, equipment building, and other related items reasonably needed to operate the Communication Facility. The County shall notify the Owner prior to the construction of the concrete pad to permit the Owner the ability to remove the equipment buildings currently located within the Leased Area. The County shall be responsible for replacing or installing a new fence around the Leased Area once it has completed the construction of the concrete pad and the installation of equipment building and all other Work needed to operate the telecommunication tower.
2. Should the parties agree that the County may limit Access to the Tower by installing a gate across the Access, the County shall ensure that the Owner has full access to the area surrounding the leased space to permit the seller to bush hog and otherwise maintain the surrounding area.
3. The County shall be entitled, at its sole cost and expense, to improve the present utilities on the Leased Area or connected to the Communication Facility. Should the County determine that it needs to install new utilities to the leased site, it shall do so within the general area that the current utilities are located.
4. The County shall be entitled, at its sole cost and expense, to construct, improve and maintain a paved access to the Leased Area. The County shall provide notice to the Owner prior to paving the Access and shall only pave in the general area of the current Access. Should the County terminate this Agreement, the paved Access shall become the property of the Owner.

PART VI. INSTALLATION OF EQUIPMENT

The County shall be responsible for obtaining, operating, installing and maintaining the Tower, and the Equipment located on the Leased Area.

PART VII. HAZARDOUS MATERIALS

1. Owner represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Area prior to the Commencement Date of this Lease. Owner agrees that it shall be responsible for any and all damages, fines or injuries caused by Hazardous Material that was present on or under the Leased Area prior to the Commencement Date.
2. During this Lease, the County shall not cause the presence, use, storage, and/or disposal of any Hazardous Materials on or under the Leased Area by the County, its employees, agents, or contractors to be in compliance with all applicable laws, rules, regulations, and orders. The County will be responsible

for any and all damages, fines, or injuries caused by Hazardous Material that it, its employees, agents, or contractors violates this section.

3. As used in this Lease, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste which is designated as such in the future or is regulated by any agency of the United States Government or by any local government authority having jurisdiction including, but not limited to, any substance, material, or waste that is defined or classified as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

PART VIII. MISCELLANEOUS TERMS

1. Term and Renewal. The initial term of this Lease shall be for 20 years, commencing upon the date in which this Lease is signed by both parties, herein referred to as the "commencement date." Unless this Lease is extended as provided herein, this Lease shall terminate at midnight on the last day of the month in which the 20th annual anniversary of the Commencement Date shall have occurred. The parties shall have the right to extend the term of this Lease for 2 additional 10 year terms ("renewal term"). Each renewal term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive renewal term unless this Lease is terminated earlier as provided for herein. Unless otherwise provided for herein, either party may terminate this Lease during any term by providing the other party 60 days' prior written notice of the date the current term will expire. **Because the parties are aware of the vast amount of public resources that the County is providing under this Lease to improve the Tower and Access for the security and safety of its citizens, this Lease may not be terminated for convenience during its initial 20 year term.**

2. Damage to Equipment. If the Communications Facility or any of the County's Equipment is damaged or destroyed, the County shall be responsible for the cost to repair or replace the damaged equipment or Tower at its own cost, unless the damage is caused by the negligent acts of the Owner.

3. Prohibition of Encumbrances. The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Communication Facility.

4. Termination.

a. This Lease may be terminated upon the occurrence of any of the following:

1. Should any party fail to fulfill in a timely and proper manner its obligations under this Lease, or if a party should violate a material term of this Lease, the non-breaching party or parties shall provide the breaching party with written notice of the breach. The breaching party will then have 90 calendar days from the receipt of the notice to cure the breach. Should the breaching party be unable to cure the breach within 90 calendar days, then the parties may agree in writing to a reasonable extension to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Lease. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party;

2. By either party, if the parties are unable to obtain or maintain any license, permit or other approval necessary for the operation of the Tower or the installation or operation of the Equipment which is required by law;

3. This Lease may be terminated at any time during a renewal term by either party by providing a minimum of 120 days notice; or

4. By either party, if a condemning authority condemns the Leased Area and/or the Tower becomes unsuitable for its intended use.

b. Upon termination of this Lease by expiration of term or otherwise, title or ownership of the Equipment, Tower, and Equipment Building shall remain with the County. Any improvement made to the Access will transfer to the Owner and become part of the property.

5. Modification, Amendment. This Lease may not be modified, amended or extended verbally or by conduct, but only by a written document duly executed by the parties.

6. Administrative Responsibilities. The County's Emergency Communication Director shall have the administrative responsibility for overseeing the performance of the terms of this Lease and the installation, operation, maintenance, and storage of its Equipment.

7. Assignment. Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Lease, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
8. Use of Premises and Tower. Owner's and County's use of the Communication Facility, the Leased Area, and Tower shall be limited to the transmission and reception of radio communications within the frequencies authorized for radio operation as covered in FCC Rules and Regulations.
9. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate bodies prior to executing this Lease.
10. Damages. The County shall be responsible for the actions or inactions of its employees, agents, contractors, or subcontractors regarding the County's use, maintenance, improvements, or repairs to the Leased Area and Communication Facility.
11. Security. Owner and County agree to be reasonably diligent in keeping the Leased Area and the Communication Facility secure by observing security measures such as locks on buildings, gates and barriers. The County shall be solely responsible for the cost of installing and maintaining fencing around the Leased Area as well as the provision of locks and other security measures the County deems needed to protect the Communication Facility.
12. Insurance. Williamson County shall maintain insurance in a rate to cover the cost of replacement of its Equipment. Owner agrees to maintain insurance on the Communication Facility.
13. Taxes. The County shall reimburse the Owner an amount equal to the property tax levied on the Leased Area.
14. Notices. All notices, payments, requests, demands and other communications hereunder, shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

OWNER

Mosley Farm, L.P.
9627 Clovercroft Road
Nolensville, TN 37135

COUNTY

Mayor Rogers Anderson
Administrative Complex, Suite 125
1320 West Main Street
Franklin, TN 37064

15. Severability. If any one or more of the covenants, agreements or provisions of this Lease 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 Lease.
16. Headings. All articles and descriptive headings of paragraphs in this Lease are inserted for convenience only and shall not affect the construction or interpretation hereof.
17. Choice of Law/Venue. The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Any action concerning this Lease shall be brought exclusively in a court in Williamson County, Tennessee.
18. Use of Equipment. The County agrees to install, operate, and maintain their equipment only within the FCC licensed frequency ranges and power levels. The County shall be responsible for the cost of the utilities used by the County.
19. Recording. Following the execution of the Lease, this Lease shall be recorded by the County, at its sole expense, in the Register of Deeds Office of Williamson County, Tennessee.
20. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Lease arising out of or relating to this Lease or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.
21. Assumption of Liability. Each party expressly assumes full responsibility for their respective employees, visitors, agents, contractors, and subcontractors.
22. 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 Lease and shall not permit or commit any strip or waste of the Communications Facility.

IN WITNESS WHEREOF, the County and Owner have executed this Lease effective as of the date and year first above written.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY: _____

BY: ROGERS ANDERSON, COUNTY MAYOR

ATTEST:

MOSLEY FARM, L.P.

BY: _____

Resolution No. 5-10-32
Requested by: Commissioner Cheryl Wilson

**A RESOLUTION SETTING THE WILLIAMSON COUNTY
HOTEL-MOTEL TAX RATE FOR THE FISCAL YEAR 2010-2011**

WHEREAS, pursuant to *Tennessee Code Annotated, Sections 67-4-1401 et.seq.*, the Tennessee General Assembly enacted a private act referenced as the Williamson County Hotel-Motel Tax Act, Williamson County Private Acts of 1979, Chapter 114, as amended and Private Acts of 1994, Chapter 108, as amended, which was duly adopted by the Williamson County Board of Commissioners by a 2/3 majority vote;

WHEREAS, the current tax rate established pursuant to the Williamson County Hotel-Motel Tax Act is 4%;

WHEREAS, the Williamson County Board of Commissioners is authorized by the Private Act to levy the Hotel-Motel Tax at a rate not to exceed 4% upon the privilege of occupancy in any hotel-motel room located within Williamson County, Tennessee;

WHEREAS, the Williamson County Hotel-Motel Tax Act requires that the tax rate be set annually prior to the July term by the Williamson County Board of Commissioners; and

WHEREAS, the Williamson County Board of Commissioners intends to continue to levy the tax at the rate of 4% for the fiscal year 2010-2011.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 10th day of May, 2010, hereby sets the rate for the privilege of occupancy of any hotel-motel room located within the incorporated and unincorporated areas of Williamson County at 4% of the consideration paid for the use of a hotel-motel room for the fiscal year 2010-2011.

Cheryl C Wilson
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee: For 4 Against 0 Pass ___ Out ___

Budget Committee: 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