

**CONSENT AGENDA**  
**Williamson County Board of Commissioners**  
**September 13, 2021 - 7:00 p.m.**

**NOTARIES**

**SECOND READINGS:**

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

**ACCEPTING ROADS:**

**Resolution No. 9-21-1,** Resolution Accepting Beech Hill Road in Beech Tree Subdivision as a Part of the County Road System for Maintenance by the County Highway Department, Located Off Manley Lane – Commissioner Webb

**Resolution No. 9-21-2,** Resolution Accepting Beuna Vista Drive and Athena Court in Hillsboro Cove Subdivision as a Part of the County Road System for Maintenance by the County Highway Department, Located off Old Hillsboro Road – Commissioner Webb

**OTHER:**

**Motion to Accept:** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Vote** \_\_\_\_\_

**NOTE:** All matters listed on the Consent Agenda are considered to be routine. There will be no separate discussion of these items unless a County Commission member so requests, in which case it will be removed from the Consent Agenda so that discussion may be held on that item.

**NEW**

ABATE, KIMBERLY A.  
ALLEY, ROBERT J.  
ALSPAUGH, RYAN JACOB  
ARCE, JENNIFER LAUREN  
ARMSTRONG, JON M.  
ARUTI, SAM  
BARKER, MATTHEW D.  
BENAVIDEZ, LUIS  
BENAVIDEZ, LUIS ENRIQUE  
BENNETT, AMIE MICHELLE  
BERRYMAN, KELLY  
BLACKMON, ASHLEY DAWN  
BOLANDER, CHERYL D.  
BRANDON, BRADLEY R.  
BROCK, PATRICIA D.  
BROWN, LISA McDANIEL  
BUI, LILY N.  
CANTEY, MORGAN STEELE  
COLLINS, OLIVIA GRACE  
CONWAY, CASEY ELLIOTT  
COURTRIGHT, LAWRENCE JAMES  
CRUZ, CAMERON LEBRON  
DAVIS, BRITTNEY  
DeMARTINO, DARREN PAUL  
DISMUKES, COVINGTON GRACE  
DURYEA, ELIZABETH  
EBACH, TODD ALLEN  
ESCOBAR, DANIEL  
EVERHART, AMY J.  
FIELDS, BRIAN J.  
GALAHER, CODY RUSSELL  
GAUDIOSO, LAUREN ELIZABETH  
GILD, ELLIOT EWERS  
GLASS, SIANI YUVONNE  
GOODMAN, JOE M.  
GREGORY, BRANDON TYLER  
GREGORY, LISA H.  
GRIFFITH, MACKENZIE ROSE  
HALL, DAWNETTE  
HARGIS, TINA MARIE  
HILL, DEMAREE CATHERINE  
HILL, JULIA NICOLE  
HOLMES, LATAYE  
HOLMES, LATAYE  
HOPPE, SARA DENISE  
HUFFMAN, CHRISTINE  
HUSSAIN, NAREEN  
JAMES, SHAKARE LIDOSNA  
JOHNSON, JELAENA SHADAIS  
JONES, JENNIFER ANN  
JONES, MELISSA M.  
KIESEWETTER, MANUEL VICTOR  
KING, JO ANNE J.  
KOMORSKI, MARYANN KATHERINE  
LACHIVER, CARIN ELISE  
LAMB, JAMES MARK  
LARCH, SYDNEY MAREE  
LOWMAN, KAREN A.  
LUSK, REBECA DAWN  
MANGRUM, LINDA GALE  
MATTHEWS, RICHARD B.  
McDUFFIE, KEYAHNA LATRAI  
McINTYRE, CONSUELA DENISE  
McKINNEY, ASHLEY YVONNE  
McMASTER, DAWN ANITA  
MERRILL, ELIZABETH CLAIRE

**RENEWALS**

MILLER, DENISE YAVONNE  
MILLER, JANETTE A.  
MILLER, MATTHEW ELLIOT  
MILLS, JOSEPH A.  
MIRELEZ, CHARLES D.  
MORIARITY, ANGELA ELIZABETH  
NARON, VALERIE L.  
NNADI, TAMIKA TERESA  
NORTON, JIANA KAYLEE  
O'BRIEN, JODY E.  
OSBORN, KIERA SHANISE  
PARKER, BRITTANY M.  
PAULEY, JACKIE  
PERALES, KATHERINE M.  
PETERSON, JACOB KJELL  
PHUNG, LINH  
PICKERIGN, KARLY  
PORCH, CHRISTY ELAINE  
PRICE, GEORGE MYRON  
RAMHOFF, KIMBERLY ANNE  
REED, JEANIE MARIE  
REESE, ALISSA AYANNA  
REIGH, SUSAN  
RIFE, LISA K.  
ROVENSTINE, LISA FAITH  
SAFSTROM, MICHAEL JAMES  
SANDSTROM, LESLIE HAIRE  
SELMAN, SARAH LYNN  
SHARP, ALICIA JENEAN  
SHIPMAN, PAULA RAE BURGESS  
SIMPKINS, CANDICE EASLEY  
SMITH, TAMARA PIGGOTT  
STAMPS, VICTORIA ANNE  
STEVENSON, SAMANTHA ANNE  
TAHIR, NIJAN  
THIGPEN, BRANDI NICOLE  
TOWNSEND, BETH  
TURNER, JAMES KENNETH  
VANDERPOOL, SARA KATHRYN  
WALTHERS, PATRICK JAMES  
WATERS, BEVERLY L.  
WILBURN, ANGELA DAWN  
WILCOX, NATHANIAL LAWRENCE  
WILLIS, MARY K.  
WILLS, BENNETT JAMES  
YOUSIEF, LYDIA YOUSTINA  
YUNKER, PATRICK RYAN

**RENEWALS**

ADAMS, JEFFREY T.  
ADCOCK, PATRICIA A.  
ADKISON, LINDA  
ANDERSON, SHERRY D.  
BALDWIN, RHONDA  
BARR, WILLIAM  
BARRETT, LEA ANN  
BARRON, ROBERT  
BARTLEY, BRITT  
BODDEN, M. LYNN  
BOWHALL, PENNY  
BRITTAIN, CHRISTOPHER J.  
BRUCKSE, PENELOPE S.  
BURTON, ADELLE  
CAGLE, GLORIA M.  
CAREY, RYAN J.  
CAVENDER, MELISSA ZUGG

**RENEWALS**

CAVENY, DANIELLE  
CLARK, CRISTEN  
CLARK, R. ROSHAWN  
DANIEL, NANCY W.  
DAVIS, CARRIE A.  
DRUMWRIGHT, J. CARLTON  
DUFRANE, CANDICE  
DUNAHOO, CHARLES B.  
DUNN, DARIA L.  
EHMANN, ESTER S.  
EMERSON, ASHLEY M.  
FATHI, YASSER  
FITE, GREGORY  
FOSTER, JAMES D.  
FREY, CALVIN  
GARRISON, DEANA  
GHEE, ROXANN  
GOMEZ, CATHERINE D.  
GORDON, LINDSAY N.  
GRIMES, REBECCA V.  
GROCHAU, KAREN WILHELM  
GROTH, DEBRA  
GUZMAN, ESTELA  
HAGAN, NANCY K.  
HAMILTON, ELIZABETH  
HARRIS, JIMMY  
HATCH, JOAN ELAINE  
HEADLEY, MELISSA  
HOEHN, ANGIE D.  
HOLT, RHONDA  
HOOVER, ANGELA R.  
HUDSON, AMBER  
HUDSON, JORDAN  
JACKSON, ANGELA D.  
JOHNSON, REBECCA  
JOHNSTON, LESLIE C.  
JOINER, KIMBERLY K.  
JONES, ALEXANDER  
KING, CONSTANCE M.  
KING, LISA  
KON, DAVID SCOTT  
KRIVENSKY, BRAD  
LAFEVER, B. CAMILLE  
LAKE, MARY E.  
LE BLANC, BETTY  
LeCLAIR, MARK  
LEM, VINCENT  
LITWIN, KAREN  
LOFTIS, PAMELA  
LOREE, REBECCA L.  
LOWE, NATALIE M.  
MANNING, CECILIA J.  
MARTIN, MARGARET E.  
MARTIN-WALKER, KIMBERLY I.  
MATLOCK, KAREN  
McCAMPBELL, LINDA  
McCOY, MIKEL L.  
McDOLE, BARBARA J.  
McGEE, KAREN E.  
McKINNEY, TAMMY V.  
MERIWETHER, DAVID C.  
MERRITT, MARLENA  
MILLWATER, PATRICIA A.  
MOONEYHAM, JOHN S.  
MORRIS, ROGER A.  
MORRISON, JIM  
NATIONS, ERIN W.  
NEELY-BEARDEN, MICHELLE  
NORDSTROM, STEVEN W.

**RENEWALS**

PENNINGTON, ELIZABETH  
PHIPPS, JULIE D.  
PIHS, TRINA M.  
PRATT, GAIL D.  
PROCTOR, SHERRY  
QUIRK, LINDSEY J.  
REVOLORIO, JHOSELIN  
RICHARDS, JANET L.  
RODRIGUEZ, JILL  
SACKETT, DANIELLE  
SAMPLES, KELLY  
SAWYER, BROOKE M.  
SCALES, EDWARD E.  
SCHULTZ, LYNN A.  
SCOTT, JENNIFER L.  
SEARS, MELISSA V.  
SLOAN, ADAM  
SMITH, IRA MIKE, III.  
SOLOMON, MARY D.  
STACEY, JENNIFER D.  
STEELE, TIFFANI  
STONE, GREGORY C.  
TAYLOR, MAX  
TIDWELL, KAREN B.  
VACHUSKA, CINDY L.  
VERHAAGEN, ELLEN  
VON DEM BUSSCHE, CARL F., JR.  
WADDELL, K. DAVID  
WALKER, KATHRYN  
WALLER, KAY B.  
WARD, KATHLEEN W.  
WATSON, BARBARA J.  
WELCH, SARAH  
WEY, LAUREN  
WILLIAMS, ASHLEY  
WILLIAMS-THEIS, COURTNEY  
WRIGHT, KATHRYN

Resolution No. 9-21-1  
Requested by: Highway Dept

**RESOLUTION ACCEPTING BEECH HILL ROAD IN BEECH TREE SUBDIVISION  
AS A PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE  
COUNTY HIGHWAY DEPARTMENT, LOCATED OFF MANLEY LANE**

**WHEREAS,** the Williamson County Highway 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 on the 13<sup>th</sup> day of September, 2021, that the following roads be accepted as part of the County Road System for maintenance by the Williamson County Highway Department:

Subdivision	Road(s)	Length	Highway Commission District	Assessed Value of Property Adjoining Roadway	Roadway Cost Estimate
Beech Tree	Beech Hill Road	.375	Northeast	\$13,628,600.0	\$160,500.00

  
County Commissioner

**Committees Referred to and Action Taken:**  
Highway Commission For 4 Against 0  
Budget Committee For        Against         
Commission Action Taken: For        Against        Pass        Out       

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

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

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

\_\_\_\_\_  
Date

## WILLIAMSON COUNTY HIGHWAY COMMISSION

### REPORT FOR ACCEPTANCE OF BEECH HILL ROAD, BEECH TREE SUBDIVISION, AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.

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 report indicates the above referenced roadways have a fifty (50) foot right-of-way. The roadway length for Beech Hill road is .375 tenths of a mile. Beech Tree Subdivision is located within the Northeast District. The assessed value of the properties abutting the roadways is \$13,628,600.00 as recorded in the office of the Williamson County Tax Assessor. Staff recommends acceptance of the above mentioned roadways including all dedicated right-of-way as shown on the recorded plat.

#### ROADWAY CONDITION

The present surface of the roadway is asphalt, in fair condition, with a width of twenty (20) feet. The roadways are bordered by an open grass swale on each side of the roadway. 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).

### **TRAFFIC**

The estimated traffic count for an average day, at ten trips per household is one hundred (100) trips per day.

### **BUILD-OUT**

The build-out for this development is at 100%. .

### **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.
- The county legislative body replaced the “quarterly county court” as provided in the Public Acts of 1978, Chapter 934, Tenn. Code Ann. §§ 5-5-101 et. seq.
  - The title “county judge” was replaced with the title “county executive” and then, unless formally entitled county execute by private act, redesignated as the “county mayor.” Tenn. Code Ann. § 5-6-101.
-

WILLIAMSON COUNTY-STATE OF TENNESSEE  
Recorded June 23 1994 at MEMPHIS TN  
IN BOOK 53 PG 23 PLAT BR 20 PG 13  
Fee \$ 400.00 Recd # 104875  
SARIE WARD, REGISTER OF DEEDS  
SARIE WARD

**SUBSURFACE DISPOSAL SYSTEMS NOTES:**

- Location of areas for subsurface disposal systems based on soils map by Phillip D. Dickerson, S.E. Consultant dated 3/10/93.
- Area for primary system shown thus 1.
- Area for secondary system shown thus 2.
- Areas shown thus S.S. have adequate area for conventional system. (All lots shown S.S. are approved for maximum of four (4) bedrooms with standard tub. SEE SPECIAL NOTE "B".
- Areas shown thus L.P.P. are required to have a North Carolina Low Pressure Pipe System, which is an alternate means of sewage disposal. (All lots shown L.P.P. are approved for maximum of four (4) bedrooms with standard tub. SEE SPECIAL NOTE "B".
- Install Primary System in area 1 and reserve area 2 for future use if necessary. These areas are to remain undisturbed. No cut, fill, driveway or water line construction. No construction material or construction traffic on these areas. It is suggested these areas be fenced off during construction. Any of the above-noted conditions could render these areas unusable and no permit would be issued by Williamson County Environmental Department.
- Depending on the location of the future residence in relation to subsurface disposal systems areas on Lots approved for conventional systems, a sewerage pump may be required.

**LEGEND**

- WATER LINE SHOWN THUS — W —  
FIRE HYDRANT — FH —  
IRON PINS — IP —  
SUBDIVISION LOT NUMBER — ② —  
STREET ADDRESS NUMBER — 2 —  
CONCRETE MONUMENTS — CM —  
AREAS FOR SUBSURFACE DISPOSAL SYSTEMS (SEE SUBSURFACE DISPOSAL NOTES) — 1 2 —  
DRIVEWAY PIPE SIZE & MINIMUM GRADE — 12" 2' —



CERTIFICATE OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM WITH RESTRICTIONS  
General approval is hereby granted for Lots 1 through 16 of subdivision entitled Beech Tree as being suitable for subsurface sewage disposal with the listed and/or attached restrictions. Before the initiation of construction, the location of the house or other structure and plans for the subsurface sewage disposal system shall be approved by the local health authority.  
Date: 4/12/94 By: W. Allen Bryan III  
LOCAL HEALTH OFFICER

CERTIFICATE OF APPROVAL OF STREET NAMES AND ADDRESSES  
I hereby certify that the street names and addresses designated on the final subdivision plat entitled Beech Tree are approved by the Williamson County Planning Department.  
28 June 94 John Hume  
WILLIAMSON COUNTY PLANNING DEPARTMENT

CERTIFICATE OF OWNERSHIP & DEDICATION  
I (We) hereby certify that I am (we are) the owner(s) of the property shown and described herein as evidenced in Book Number 53 Page 23 R.O.W., Tennessee and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public streets, utilities and other facilities have been filed as required by these Regulations.  
OWNER: W. ALLEN BRYAN III DATE: Dec 7, 1993

CERTIFICATE OF ACCURACY  
I hereby certify that the plan shown and described herein is a true and correct survey to the accuracy required by the Williamson County, Tennessee Regional Planning Commission and that the monuments have been or will be placed as shown herein, to the specifications of the Subdivision Regulations, as approved by the County Engineer. This plan exceeds the minimum closure of 1/10,000 required by the Williamson County Planning Commission.  
RAGAN-SMITH ASSOCIATES, Inc.  
BY: Ragan Smith DATE: Dec 7, 1993

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS  
I hereby certify that the following utility systems outlined on the plan shown herein have been installed in accordance with current local and/or state government requirements or that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default. Also, I certify that the hydraulic design criteria specified in Section 6.3 of Williamson County Subdivision Regulations have been met.  
DATE: 6/24/94  
WATER SYSTEM: 12" 2'  
SEWER SYSTEM: 12" 2'  
NAME, TITLE, APPROVING AGENCY DATE: 6-24-94

CERTIFICATE OF APPROVAL OF STREETS  
I hereby certify: (1) that all streets designated on this final subdivision plot 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 the Planning Commission to assure completion of all required improvements in case of default.  
DATE: 6/24/94  
County Engineer: John W. Fuller County Road Superintendent: Charles Neal

CERTIFICATE OF APPROVAL FOR RECORDING  
I hereby certify that the subdivision plot shown herein has been found to comply with the Subdivision Regulations for Williamson County, Tennessee, with the exception of such variances, if any, as are noted by the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.  
28 June 94 John Hume  
County Engineer  
THIS PLAT IS INVALID IF NOT RECORDED BY 27 July 94

FINAL PLAT  
WILLIAMSON COUNTY PLANNING COMMISSION  
NET ACRES: 104.15 TOTAL LOTS: 16  
ACRES NEW ROAD: 0.166 CIVIL DISTRICT: 7th  
MILES NEW ROAD: 0.042 CLOSURE ERROR: 1/1000  
OWNER: W. ALLEN BRYAN III  
SURVEYOR: RAGAN-SMITH ASSOCIATES, Inc.  
SCALE: 1" = 200' 200' 100' 0' 200'

**GENERAL NOTES:**

- This survey meets the requirements of a Category I Land Survey as per Chapter 0820-3 of the Standards of Practice adopted by the Board of Examiners for Surveyors for the State of Tennessee dated September 28, 1980, revised January 4, 1992.
- Bearings and overall boundary data based on a boundary survey by Ronny G. Brown.
- All distances based on a field run survey using E.D.M. equipment and are adjusted for temperature.
- Property zoned Suburban Estates (SE) "Single Family".
- Each and every lot to be served by public water and subsurface disposal systems. (See Subsurface Disposal Notes)
- As set out in preliminary geotechnical investigation, Colluvial Delrose soil may be encountered on Lots 6 through 12; therefore, these lots will require a geotechnical study on building site prior to any construction. This study will be submitted with application of building permit.
- As per Firm Flood Insurance Rate Map Community 470204, Panel 0020C, map revised August 16, 1983, this site is determined to be outside the 500-year flood plain.

**SPECIAL NOTE "B"**

Pertaining to Sub-Surface Disposal Systems: As noted, all lots shown thus [ S.S. ] have adequate area for conventional systems and are approved for a maximum of four (4) bedroom residences with standard tub. All lots shown thus [ L.P.P. ] are required to have a North Carolina Low Pressure Pipe System, which is an alternate means of subsurface disposal, and are approved for a maximum of four (4) bedrooms with standard tub. However, lots shown [ S.S. ] or [ L.P.P. ] may be approved for additional bedrooms or oversize tub if a detailed site plan for lots shown [ S.S. ] or a detailed design L.P.P. System for lots shown [ L.P.P. ] is designed by an approved company or person approved by the Williamson County Environmental Department and said design is approved by the Williamson County Environmental Department.

**CORRESPONDENCE TO:**

W. Allen Bryan III  
900 Woodland St.  
Nashville, TN 37206-0038  
Pho. 262/0441  
OWNER/DEVELOPER  
Ragan-Smith Assoc. Inc.  
Attn: Roger H. Fiquera  
315 Woodland St.  
Nashville, TN 37206-0070  
Pho. 244/8591  
ENGINEER-SURVEYORS

**FINAL PLAT**  
**Beech Tree**

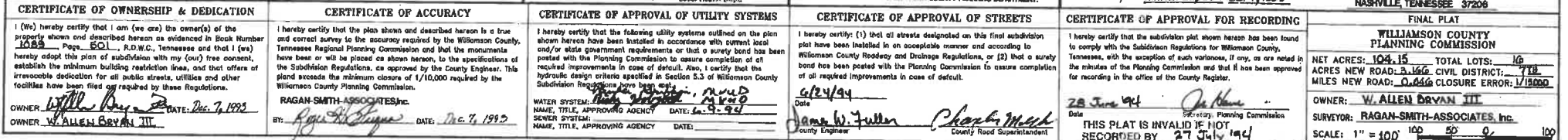
7TH CIVIL DISTRICT WILLIAMSON COUNTY TENN.

W. ALLEN BRYAN III

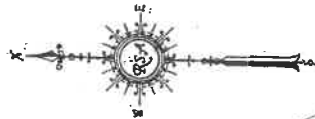
OWNER & DEVELOPER

SCALE: 1"=200'

88-123  
2956  
RAGAN-SMITH ASSOCIATES, Inc.  
315 WOODLAND STREET  
NASHVILLE, TENNESSEE 37206



SHEET 2 OF 4



PRECED 44 TAX MAP 27  
RICHARD B. LEMUS

TO HOLLY TREE GAP ROAD

Δ: 12°33'44"  
R: 360.00'  
T: 39.62'  
L: 78.93'  
Ch: 78.772'  
S: 55°46'00"W

TIGHT LINE AT LEAST 15' DI  
EACH SIDE OF DRAIN & DAM

Δ: 4°20'00"  
R: 300.00'  
T: 119.16'  
L: 216.42'  
Ch: 211.738'  
S: 30°30'00"W

Δ: 89°23'20"  
R: 25.00'  
T: 24.59'  
L: 38.86'  
Ch: 35.061'  
S: 44°01'30"W

Δ: 25°36'28"  
R: 675.44'  
T: 153.80'  
L: 301.87'  
Ch: 299.365'  
S: 15°48'12"W

Δ: 29°00'00"  
R: 300.00'  
T: 77.59'  
L: 151.85'  
Ch: 130.235'  
S: 17°30'00"W

Δ: 22°20'00"  
R: 515.76'  
T: 102.53'  
L: 202.54'  
Ch: 201.240'  
S: 110°45'00"W

Δ: 7°45'35"  
R: 1547.86'  
T: 100.00'  
L: 199.72'  
Ch: 199.38'  
S: 122°18'12"W

BEECH HILL (LOCAL)  
CENTER LINE & MATCH LINE

SEE SHEET 2 OF 4

NOTE: EASEMENT SHOWN THUS IS "MALLORY VALLEY EXCLUSIVE WATER LINE EASEMENT"

**SPECIAL NOTE "A":**  
Colluvial Dellrose soil may be encountered on Lots 6 through 15; therefore, these lots will require a geotechnical study on building site prior to any construction. This study will be submitted with application of building permit.

**NOTE: SEE SHEET 1 OF 4 FOR NOTES & LEGEND**

FINAL PLAT

**Beech Tree**  
7TH CIVIL DISTRICT WILLIAMSON COUNTY TENN.

**W. ALLEN BRYAN III**  
OWNER & DEVELOPER  
SCALE: 1"=100'

**RAGAN-SMITH-ASSOCIATES, Inc.**  
315 WOODLAND STREET  
NASHVILLE, TENNESSEE 37206

FINAL PLAT  
WILLIAMSON COUNTY  
PLANNING COMMISSION

NET ACRES: 104.15 TOTAL LOTS: 10  
ACRES NEW ROAD: 8.106 CIVIL DISTRICT: 7TH  
MILES NEW ROAD: 0.046 CLOSURE ERROR: 1/15000

OWNER: W. ALLEN BRYAN III  
SURVEYOR: RAGAN-SMITH-ASSOCIATES, Inc.  
SCALE: 1"=

SHEET 3 OF 4

RECORDS SECTION OF TENNESSEE  
CLERK OF THE COUNTY OF WILLIAMSON  
PLAT BY 20/19C  
CADD MADE, REGISTER OF DEEDS  
Sally White



**CERTIFICATE OF GENERAL APPROVAL FOR INSTALLATION OF  
SUBSURFACE SEWAGE DISPOSAL SYSTEM WITH RESTRICTIONS**  
General approval is hereby granted for Lots 3 through 15 of subdivision  
entitled Beech Tree as being suitable for subsurface sewage disposal with  
the listed and/or attached restrictions. Before the initiation of construction,  
the location of the house or other structure and plans for the subsurface  
sewage disposal system shall be approved by the local Health Authority.  
Date: 4/12/94 By: Z. A. Blanton  
Local Health Dept.

**CERTIFICATE OF APPROVAL OF STREET NAMES AND ADDRESSES**  
I HEREBY CERTIFY THAT THE STREET NAMES AND ADDRESSES DESIGNATED ON  
THE FINAL SUBDIVISION PLAT ENTITLED  
ARE APPROVED BY THE WILLIAMSON COUNTY PLANNING DEPARTMENT  
28 June 94 James W. Fuller  
WILLIAMSON COUNTY PLANNING DEPARTMENT.

20/19C  
March 23 1994  
68-123  
2956  
D-9-1993

**CERTIFICATE OF APPROVAL FOR RECORDING**  
I hereby certify that the subdivision plat shown herein has been found  
to comply with the Subdivision Regulations for Williamson County,  
Tennessee, with the exception of such variances, if any, as are noted in  
the minutes of the Planning Commission and that it has been approved  
for recording in the office of the County Register.  
28 June 94 James W. Fuller  
County Engineer  
THIS PLAT IS INVALID IF NOT  
RECORDED BY 27 July 94  
Secretary, Planning Commission

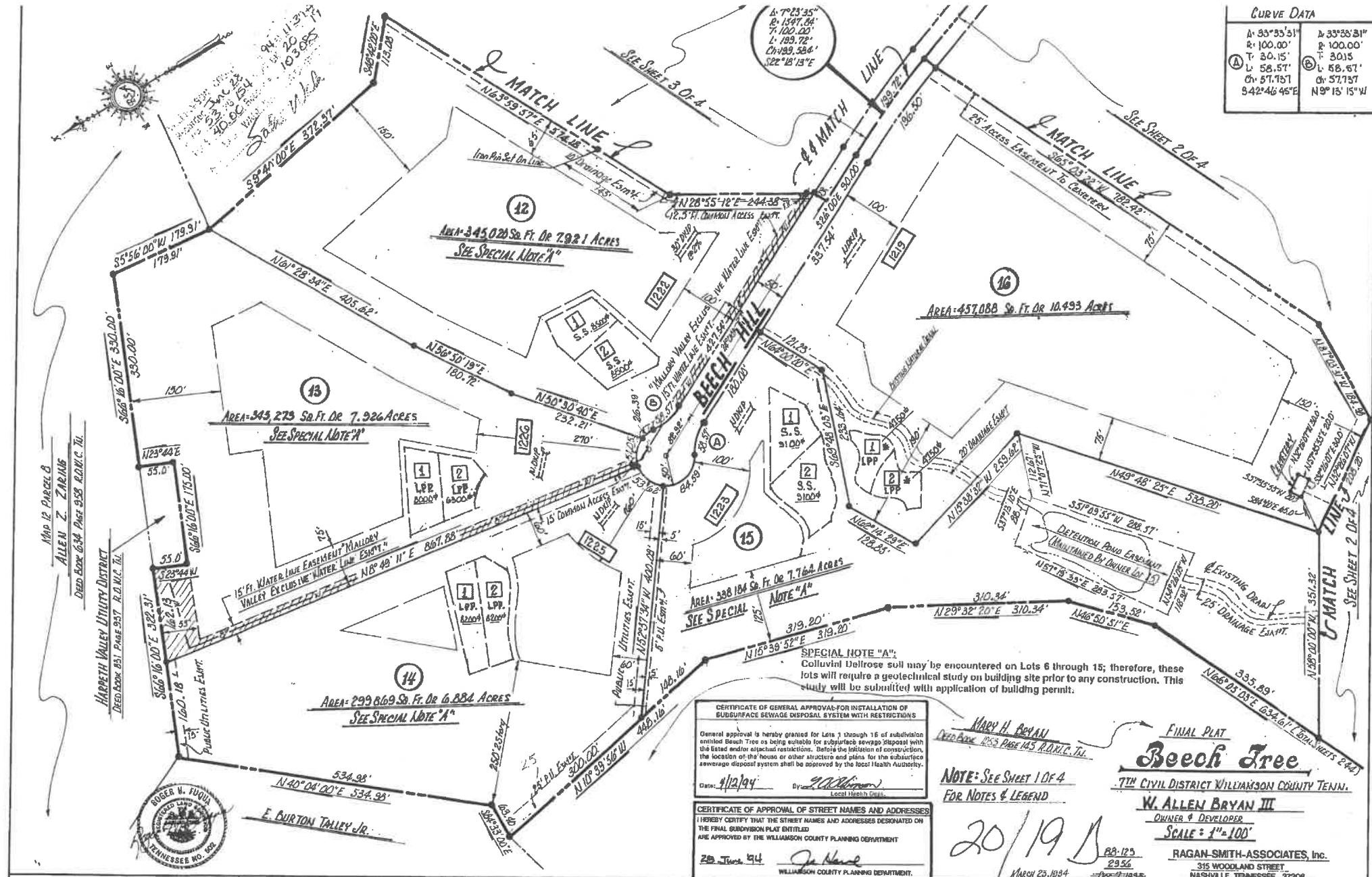
**CERTIFICATE OF OWNERSHIP & DEDICATION**  
I (we) hereby certify that I am (we are) the owner(s) of the  
property shown and described herein as evidenced in Book Number  
1082, Page 301, R.O.N.C., Tennessee and that I (we)  
hereby adopt this plan of subdivision with my (our) true consent,  
establish the minimum building restriction lines, and that offers of  
irrevocable dedication for all public streets, utilities and other  
facilities have been filed as required by these Regulations.  
OWNER: W. ALLEN BRYAN III  
DATE: Dec 7, 1993

**CERTIFICATE OF ACCURACY**  
I hereby certify that the plan shown and described herein is a true  
and correct survey to the accuracy required by the Williamson County,  
Tennessee Regional Planning Commission and that the monuments  
have been or will be placed as shown herein, to the specifications of  
the Subdivision Regulations, as approved by the County Engineer. This  
plan exceeds the minimum closure of 1/10,000 required by the  
Williamson County Planning Commission.  
RAGAN-SMITH-ASSOCIATES, Inc.  
BY: RAGAN-SMITH-ASSOCIATES, Inc.  
DATE: Dec 7, 1993

**CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS**  
I hereby certify that the following utility systems outlined on the plan  
shown herein have been installed in accordance with current local  
and/or state government requirements or that a surety bond has been  
posted with the Planning Commission to assure completion of all  
required improvements in case of default. Also, I certify that the  
hydraulic design criteria specified in Section 5.3 of Williamson County  
Subdivision Regulations have been met.  
WATER SYSTEM: RAGAN-SMITH-ASSOCIATES, Inc.  
NAME, TITLE, APPROVING AGENCY: DATE: 4-9-94  
SEWER SYSTEM: RAGAN-SMITH-ASSOCIATES, Inc.  
NAME, TITLE, APPROVING AGENCY: DATE:

**CERTIFICATE OF APPROVAL OF STREETS**  
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 the Planning Commission to assure completion  
of all required improvements in case of default.  
6/28/94  
 James W. Fuller  
County Engineer  
 Charles M. Miller  
County Road Superintendent

CURVE DATA			
Δ	33°33'31"	Δ	33°33'31"
R	100.00'	R	100.00'
T	30.15'	T	30.15'
L	58.57'	L	58.57'
Ch	57.157'	Ch	57.157'
S	42°46'45"E	S	42°46'45"E
		N	9°15'15"W



**CERTIFICATE OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM WITH RESTRICTIONS**

General approval is hereby granted for Lots 1 through 16 of subdivision entitled Beech Tree as being suitable for subsurface sewage disposal with the stated and/or special restrictions. Before the initiation of construction, the location of the house or other structure and plans for the subsurface sewerage disposal system shall be approved by the local health authority.

Date: 4/12/94 By: [Signature] Local Health Dept.

**CERTIFICATE OF APPROVAL OF STREET NAMES AND ADDRESSES**

I HEREBY CERTIFY THAT THE STREET NAMES AND ADDRESSES DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED ARE APPROVED BY THE WILLIAMSON COUNTY PLANNING DEPARTMENT

20 June 94 [Signature] WILLIAMSON COUNTY PLANNING DEPARTMENT

MARY H. BRYAN  
Deed Book 125 Page 145 R.O.M.C. TL

NOTE: SEE SHEET 1 OF 4 FOR NOTES & LEGEND

20/19

MARCH 23, 1934

**FINAL PLAT**

**Beech Tree**

7TH CIVIL DISTRICT WILLIAMSON COUNTY TENN.

**W. ALLEN BRYAN III**  
OWNER & DEVELOPER

SCALE: 1"=100'

**RAGAN-SMITH-ASSOCIATES, Inc.**  
315 WOODLAND STREET  
NASHVILLE, TENNESSEE 37208

<b>CERTIFICATE OF OWNERSHIP &amp; DEDICATION</b> I (We) hereby certify that I am (we are) the owner(s) of the property shown and described herein as evidenced in Book Number 1089, Page 501, R.O.M.C., Tennessee and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public streets, utilities and other facilities have been filed as required by these Regulations. OWNER: [Signature] DATE: Dec. 7, 1993 OWNER: W. ALLEN BRYAN III	<b>CERTIFICATE OF ACCURACY</b> I hereby certify that the plan shown and described herein is a true and correct survey to the accuracy required by the Williamson County, Tennessee Regional Planning Department and that the monuments have been or will be placed as shown herein, to the specifications of the Subdivision Regulations, as approved by the County Engineer. This plan exceeds the minimum closure of 1/10,000 required by the Williamson County Planning Commission. RAGAN-SMITH-ASSOCIATES, Inc. BY: [Signature] DATE: Dec. 7, 1993	<b>CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS</b> I hereby certify that the following utility systems outlined on the plan shown herein have been installed in accordance with current local and/or state government requirements or that a surety bond has been posted with the Planning Commission to ensure completion of all required improvements in case of default. Also, I certify that the hydraulic design criteria specified in Section 5.3 of Williamson County Subdivision Regulations have been met. WATER SYSTEM: [Signature] DATE: 6-9-94 SEWER SYSTEM: [Signature] DATE: 6-9-94 NAME, TITLE, APPROVING AGENCY: [Signature]	<b>CERTIFICATE OF APPROVAL OF STREETS</b> 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 the Planning Commission to assure completion of all required improvements in case of default. 6/24/94 [Signature] County Engineer [Signature] County Road Superintendent	<b>CERTIFICATE OF APPROVAL FOR RECORDING</b> I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for Williamson County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register. 20 June 94 [Signature] [Signature] Secretary, Planning Commission THIS PLAT IS INVALID IF NOT RECORDED BY 27 July 94	<b>FINAL PLAT</b> <b>WILLIAMSON COUNTY PLANNING COMMISSION</b> NET ACRES: 104.15 TOTAL LOTS: 16 ACRES NEW ROAD: 5.166 CIVIL DISTRICT: 7TH MILES NEW ROAD: 0.046 CLOSURE ERROR: 1/15000 OWNER: W. ALLEN BRYAN III SURVEYOR: RAGAN-SMITH-ASSOCIATES, Inc. SCALE: 1"=100' 100 50 0 100
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RESOLUTION ACCEPTING BEUNA VISTA DRIVE AND ATHENA COURT IN  
HILLSBORO COVE SUBDIVISION AS A PART OF THE COUNTY ROAD SYSTEM FOR  
MAINTENANCE BY THECOUNTY HIGHWAY DEPARTMENT,  
LOCATED OFF OLD HILLSBORO ROAD

WHEREAS, the Williamson County Highway 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 that on the 13<sup>th</sup> day of September, 2021, that the following roads be accepted as part of the County Road System for maintenance by the Williamson County Highway Department:

Subdivision	Road(s)	Length	Highway Commission District	Assessed Value of Property Adjoining Roadway	Roadway Cost Estimate
Hillsboro Cove	Buena Vista Drive	.426	Northwest	\$22,069,900.00	\$183,328.00
Subdivision	Athena Court	.023	Northwest	\$2,576,200.00	\$9,844.00

  
County Commissioner

**Committee Referred to and Action Taken:**

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

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

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

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

\_\_\_\_\_  
Date

## WILLIAMSON COUNTY HIGHWAY COMMISSION

### REPORT FOR ACCEPTANCE OF BUENA VISTA DRIVE AND ATHENA COURT, HILLSBORO COVE SUBDIVISION AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.

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 reco=endation 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 report indicates the above referenced roadways have a fifty (50) foot right-of-way. The roadway length for Buena Vista Drive is .426 tenths of a mile. The roadway length for Athena Court is .023 tenths of a mile. Hillsboro Cove Subdivision is located within the Northwest District. The assessed value of the properties abutting the roadways is \$24,646,100.00 as recorded in the office of the Williamson County Tax Assessor. Staff reco=ends acceptance of the above mentioned roadways including all dedicated right-of-way as shown on the recorded plat.

#### ROADWAY CONDITION

The present surface of the roadway is asphalt (E Mix), with a width of twenty four (24) feet. The condition of the asphalt surface *mix* is good. The roadways are bordered by an open grass swale on each side of the roadway. 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).

## **TRAFFIC**

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

## **BUILD-OUT**

The build-out for this section of the development is at 100%.

## **SIDEWALKS / HANDICAP RAMPS**

There are no sidewalks or handicap ramps.

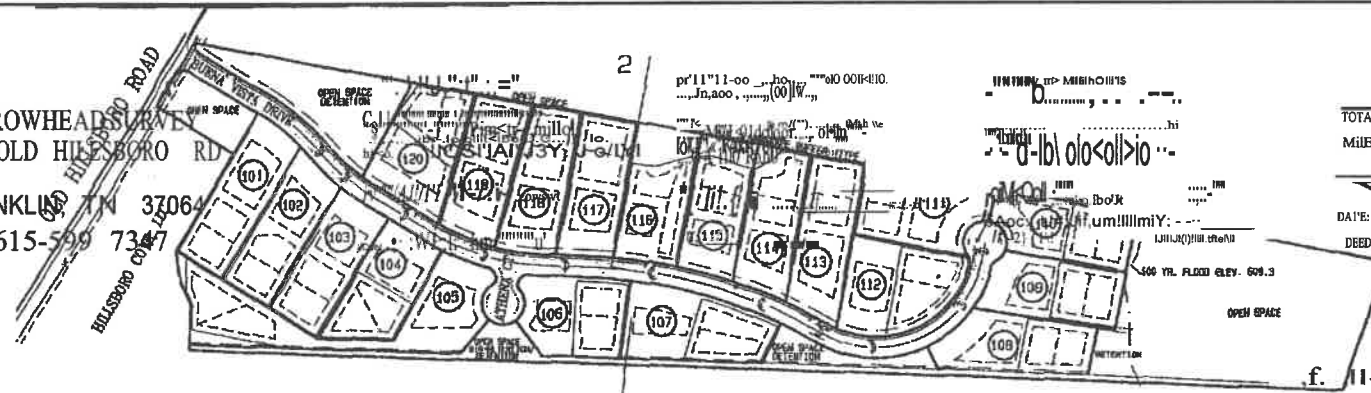
## **CONCLUSION**

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.
- The county legislative body replaced the "quarterly county court" as provided in the Public Acts of 1978, Chapter 934, Tenn. Code Ann. §§ 5-5-101 et. seq.
  - The title "county judge" was replaced with the title "county executive" and then, unless formally entitled county executive by private act, redesignated as the "county mayor." Tenn. Code Ann. § 5-6-101.

WILLIAMSON COUNTY REGIONAL PLANNING COMMISSION  
STATE OF TENNESSEE  
HILLSBORO c'o"v=g----1

ARROWHEAD SUBDIVISION  
4151 OLD HILLSBORO RD  
FRANKLIN, TN 37064  
615-599-7347



TOTAL AC .09 TOTAL LOTS 2  
MILES NEW ROADS = 0.44 ACRES NEW ROADS = 2.67  
VE PARK LAND CO; U/C G.P. VISTRIC. 6TH  
DATE: 04/21/2014 SCALE: 1"= 100' CLOSURE: 110.000  
DEED BOOK 6080, PG 311 1 Q 3 NAP 36, PARCEL 22.02

RECORDED IN WILLIAMSON COUNTY  
APR 21 2014 11:00 AM BY CLERK

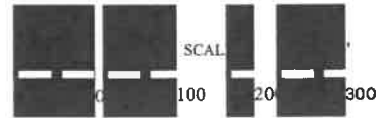
LOT #	DEVL	A	B	C	D	E
101	Survey Map	231.1	229.1	229.1	229.1	229.1
102	Survey Map	229.1	229.1	229.1	229.1	229.1
103	Survey Map	229.1	229.1	229.1	229.1	229.1
104	Survey Map	229.1	229.1	229.1	229.1	229.1
105	Survey Map	229.1	229.1	229.1	229.1	229.1
106	Survey Map	229.1	229.1	229.1	229.1	229.1
107	Survey Map	229.1	229.1	229.1	229.1	229.1
108	Survey Map	229.1	229.1	229.1	229.1	229.1
109	Survey Map	229.1	229.1	229.1	229.1	229.1
110	Survey Map	229.1	229.1	229.1	229.1	229.1
111	Survey Map	229.1	229.1	229.1	229.1	229.1
112	Survey Map	229.1	229.1	229.1	229.1	229.1
113	Survey Map	229.1	229.1	229.1	229.1	229.1
114	Survey Map	229.1	229.1	229.1	229.1	229.1
115	Survey Map	229.1	229.1	229.1	229.1	229.1
116	Survey Map	229.1	229.1	229.1	229.1	229.1
117	Survey Map	229.1	229.1	229.1	229.1	229.1
118	Survey Map	229.1	229.1	229.1	229.1	229.1

LOT 105: 1017 BUENA VISTA DRIVE  
1011 ATHENA COURT  
LOT 106: 1021 BUENA VISTA DRIVE  
1001 ATHENA COURT

CONSTRUCTION OF THIS SUBDIVISION IS SUBJECT TO THE APPROVAL OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS. THE RECORDING OF THIS PLAT, VOUCHER, AND SUPERSEDES PARCEL 22.02 OF TAX MAP 36 RECORDED IN DEED BOOK 6080, PAGE 311, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.



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PLATBOOK: P09  
PAGE: 101

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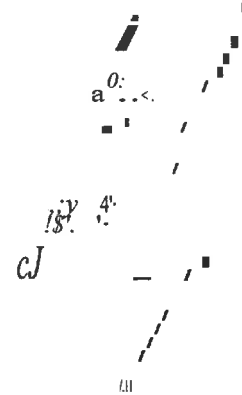
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BK 2612, PG 162  
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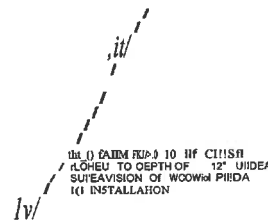
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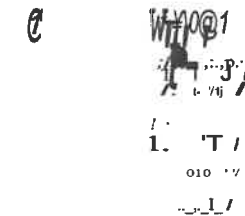
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BK B29, PC 308



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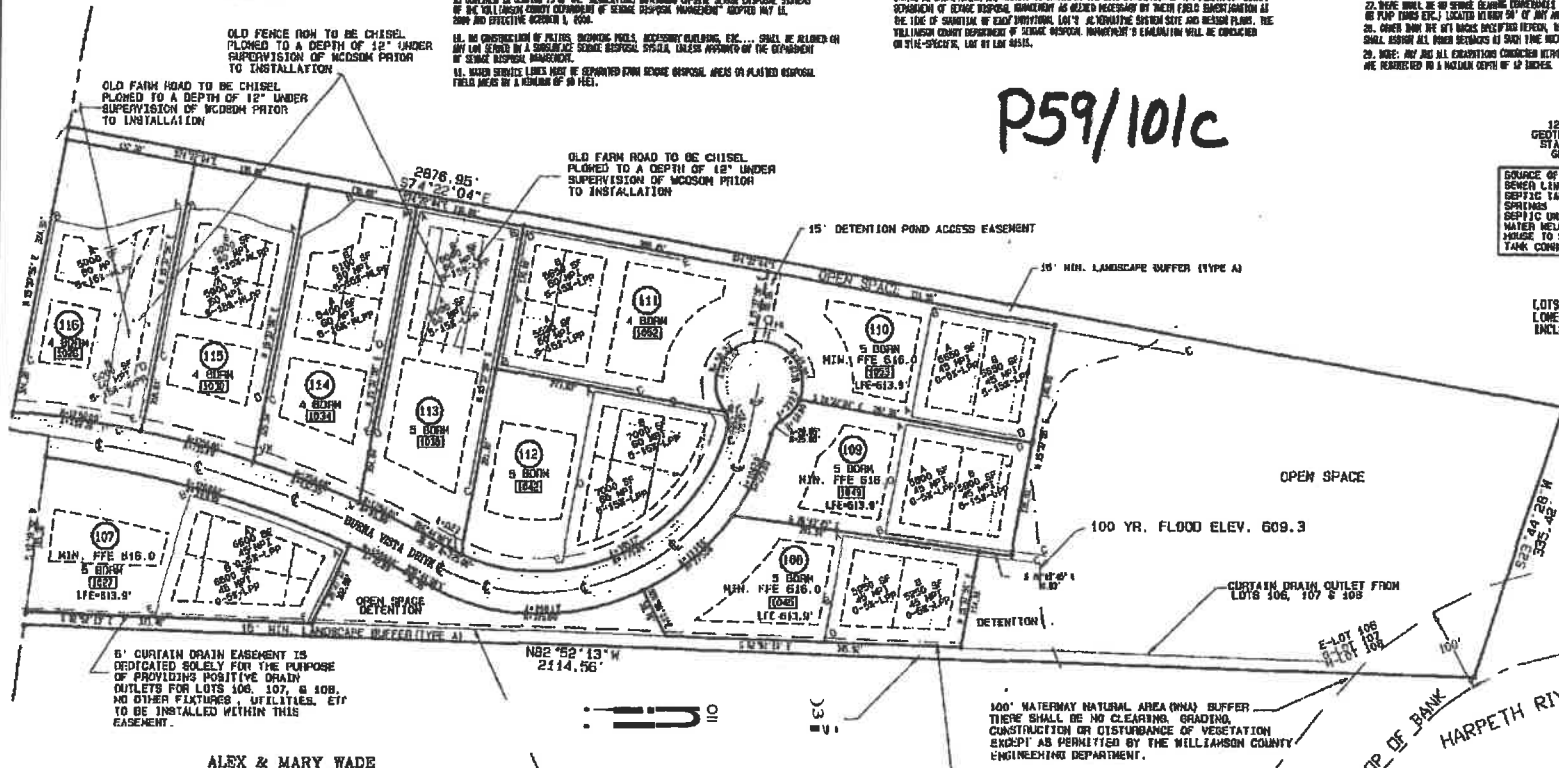
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PROJECT: AL-PLAY  
SAYDIE: 334 MM  
PLAT BOOK: P59  
PAGE: 101  
RED FEE 45.00  
COPY FEE 1.50  
TOTAL 46.50  
ALLOT OF 14014997 WAS PLANNED  
SAYDIE: 334 MM

OLD FENCE ROW TO BE CHISEL  
PLOWED TO A DEPTH OF 12" UNDER  
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TO INSTALLATION

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TO INSTALLATION

OLD FARM ROAD TO BE CHISEL  
PLOWED TO A DEPTH OF 12" UNDER  
SUPERVISION OF WCDSON PRIOR  
TO INSTALLATION



ALEX & MARY WADE  
BK 986, PG 615

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LOTS 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 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RESOLUTION NO. 9-21-3  
Requested by: Planning Department

FILED 8-30-21  
ENTERED 11:35 am  
ELAINE ANDERSON, COUNTY CLERK JW

**RESOLUTION TO AMEND ARTICLES 11 AND 23 OF THE WILLIAMSON COUNTY  
ZONING ORDINANCE REGARDING COUNTRY CLUBS**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance ("2013 Zoning Ordinance") and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** tables 11.01-1 and 11.01-2 in the Zoning Ordinance identify specific land uses and specify the zoning districts in which they are permitted; and
- WHEREAS,** staff has recently observed that the Zoning Ordinance does not currently identify country clubs as a specific use type; and
- WHEREAS,** without a specific reference in the tables to country clubs, these uses would have to be classified into another use type that doesn't quite fit the use; and
- WHEREAS,** the proposed Amendment adds country clubs as a specific Use Type, which will be permitted in the RP-1, RD-1, RP-5, RD-5, MGA-1 and MGA-5 Zoning Districts; and
- WHEREAS,** the proposed Amendment incorporates specific standards that have been developed to mitigate impacts of these uses on adjoining properties; and
- WHEREAS,** on July 8, 2021, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and
- WHEREAS,** based upon its consideration of all the information, Planning staff recommendation, public comment and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the 2013 Zoning Ordinance as recommended by the Regional Planning Commission; and
- WHEREAS,** due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners at its regular meeting on this the 13<sup>th</sup> day of September, 2021, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.
- NOW, THEREFORE, BE IT FURTHER RESOLVED,** that the amendment will be effective and enforced on this the 13<sup>th</sup> day of September, 2021.

  
County Commissioner

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

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Regional Planning Commission: For: 11 Against: 0

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

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

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

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

\_\_\_\_\_  
Date

COUNTRY CLUB USE TEXT AMENDMENT

Amend Table 11.01-1 to add Country Clubs as a Use Type under the Recreation/Entertainment Facilities Use Category as follows:

TABLE 11.01-1: TABLE OF ALLOWED USES									
P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED									
USE CATEGORY	USE TYPE	A	RP-3	RD-3	H	RP-1	RD-1	SIC	ADDITIONAL REQUIREMENTS
	Specialty Eating or Drinking Establishment				P				
Offices	Offices				P				
Parking, Commercial	Parking Lot, Stand-Alone								Section 11.03:(D)(7)
Recreation/ Entertainment Facilities	Golf Courses	P	P	P	P	P	P	P	
	Golf Driving Ranges	P	P	P	P	P	P	P	
	Private Recreational Centers		P	P	P	P	P	P	Section 11.03:(D)(8)
	Recreational and Athletic Facilities, Indoor								Section 11.03:(D)(9)
	Recreational and Athletic Facilities, Outdoor		S	S	S	S	S		Section 11.03:(D)(10)
	Stadiums and Arenas								Section 11.03:(D)(11)
	Outdoor Amusement								Section 11.03:(D)(20)
	Country Clubs		P	P		P	P		Section 11.03:(D)(21)

TABLE 11.01-1: TABLE OF ALLOWED USES, CONTINUED									
P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED									
USE CATEGORY	USE TYPE	MGA-1	MGA-3	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS
Recreation/ Entertainment Facilities	Golf Courses	P	P	P	P		P	P	
	Golf Driving Ranges	P	P	P	P		P	P	
	Private Recreational Centers	P	P	P	P	P		P	Section 11.03:(D)(8)
	Recreational and Athletic Facilities, Indoor							P	Section 11.03:(D)(9)
	Recreational and Athletic Facilities, Outdoor			S		P	P	S	Section 11.03:(D)(10)
	Stadiums and Arenas							S	Section 11.03:(D)(11)
	Outdoor Amusement							S	Section 11.03:(D)(20)
	Country Clubs	P	P						Section 11.03:(D)(21)

**Add a new Section 11.03(D)(21) as follows:**

**(21) Country Clubs**

- a) All buildings, parking, loading, recreation areas, and other outdoor use areas shall be buffered in accordance with the requirements of this Ordinance and shall meet the following setbacks:
  - i) 100 feet from the right-of-way of existing roads;
  - ii) 200 feet from property lines of surrounding parcels;
  - iii) 300 feet from existing residential dwellings on surrounding parcels; and
  - iv) When the Country Club is part of a residential development, the setback requirements in ii) and iii) above do not apply to parcels within the development.
- b) The use may include lodging facilities for the exclusive use of members and guests at a maximum ratio of three (3) bedrooms for each 50 members.
- c) The use shall meet all noise and lighting requirements as outlined in Article 16 of this Ordinance.

**Amend Article 23 to add the following Definition:**

**COUNTRY CLUB**

A private club organized and operated primarily for social and/or outdoor recreational purposes for members, families and invited guests and which may include incidental uses and structures.

RESOLUTION NO. 9-21-4  
Requested by: Planning Department

**RESOLUTION TO AMEND THE OFFICIAL ZONING MAP, ORIGINALLY  
ADOPTED MAY 14, 2012, AS IT RELATES TO AMENDING THE ZONING DISTRICT  
OF APPROXIMATELY 580 ACRES LOCATED AT 3021 DEL RIO PIKE**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** the 2013 Official Zoning Map designated specific Zoning Districts, including Municipal Growth Area-1 (MGA-1) and Rural Preservation-5 (RP-5); and
- WHEREAS,** the property at 3021 Del Rio Pike (Map 051, Parcel 01300) is currently zoned Municipal Growth Area-1 (MGA-1), with the current zoning denoted on Attachment 2 hereto; and
- WHEREAS,** the property owner wishes to have the property rezoned to the Rural Preservation-5 (RP-5) Zoning District, with evidence of this desire submitted via Petition to the Community Development Department, with the original on file in the Community Development Department; and
- WHEREAS,** the chief distinction between the existing Zoning District and the proposed Zoning District relates to the density of residential development allowed, which is 1 dwelling unit/acre in the Municipal Growth Area-1 (MGA-1) district and 1 dwelling unit per 5 acres in the Rural Preservation-5 (RP-5) district; and
- WHEREAS,** the property owner has requested a “down zoning” of the property in that the requested Zoning District is more restrictive than the existing Zoning District from the standpoint of allowable residential density; and
- WHEREAS,** should the Board of County Commissioners approve said Map Amendment, the Official Zoning Map will appear as depicted in Attachment 3; and
- WHEREAS,** Section 4.05 of the Williamson County Zoning Ordinance, a copy of which is attached hereto as Attachment 4, provides guidance by outlining factors that may be considered by the Board of Commissioners in considering a Map Amendment to the Official Zoning Map; and
- WHEREAS,** those factors were considered by the Williamson County Regional Planning Commission in its evaluation of this request; and
- WHEREAS,** this request has been evaluated by the Regional Planning Commission in relation to the Williamson County Comprehensive Land Use Plan and found that it is consistent with the Plan; and
- WHEREAS,** on September 9, 2021, the Regional Planning Commission conducted its official Public Hearing on this Map Amendment, after providing due notice; and
- WHEREAS,** based upon its consideration of all the information, public comment and its own Public Hearing, the Regional Planning Commission has recommended the adoption of the Map Amendment as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of the citizens of Williamson County and the health, safety and general welfare of the citizens of Williamson County will be served by the adoption of the Map Amendment to the Official Zoning Map as recommended by the Regional Planning Commission and as it appears in Attachment 3; and
- WHEREAS,** the Board of County Commissioners finds and determines that the Map Amendment is in harmony with the surrounding community and is consistent with the Comprehensive Land Use Plan; and
- WHEREAS,** due notice has been published and a public hearing has been held by the Board of County Commissioners as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of Commissioners at its regular meeting on this the 13<sup>th</sup> day of September, 2021, after conducting the public hearing as required by law, hereby adopts the Map Amendment to the Williamson County Official Zoning Map, which is attached hereto as Attachment 3 and incorporated herein, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the amendment will be effective and enforced on this the 13<sup>th</sup> day of September, 2021.

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

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

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Regional Planning Commission: For: \_\_\_\_\_ Against: \_\_\_\_\_

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

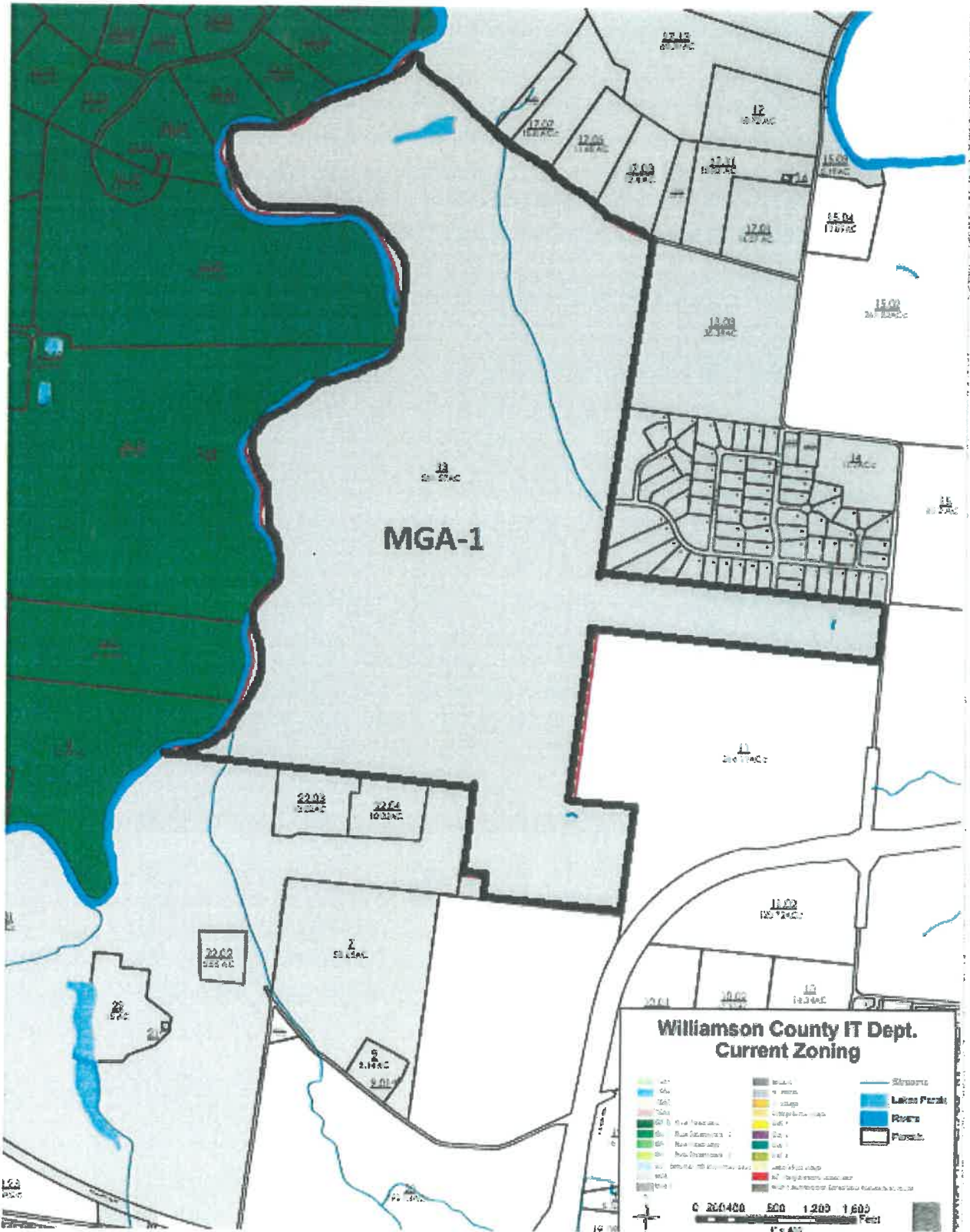
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Elaine Anderson, County Clerk

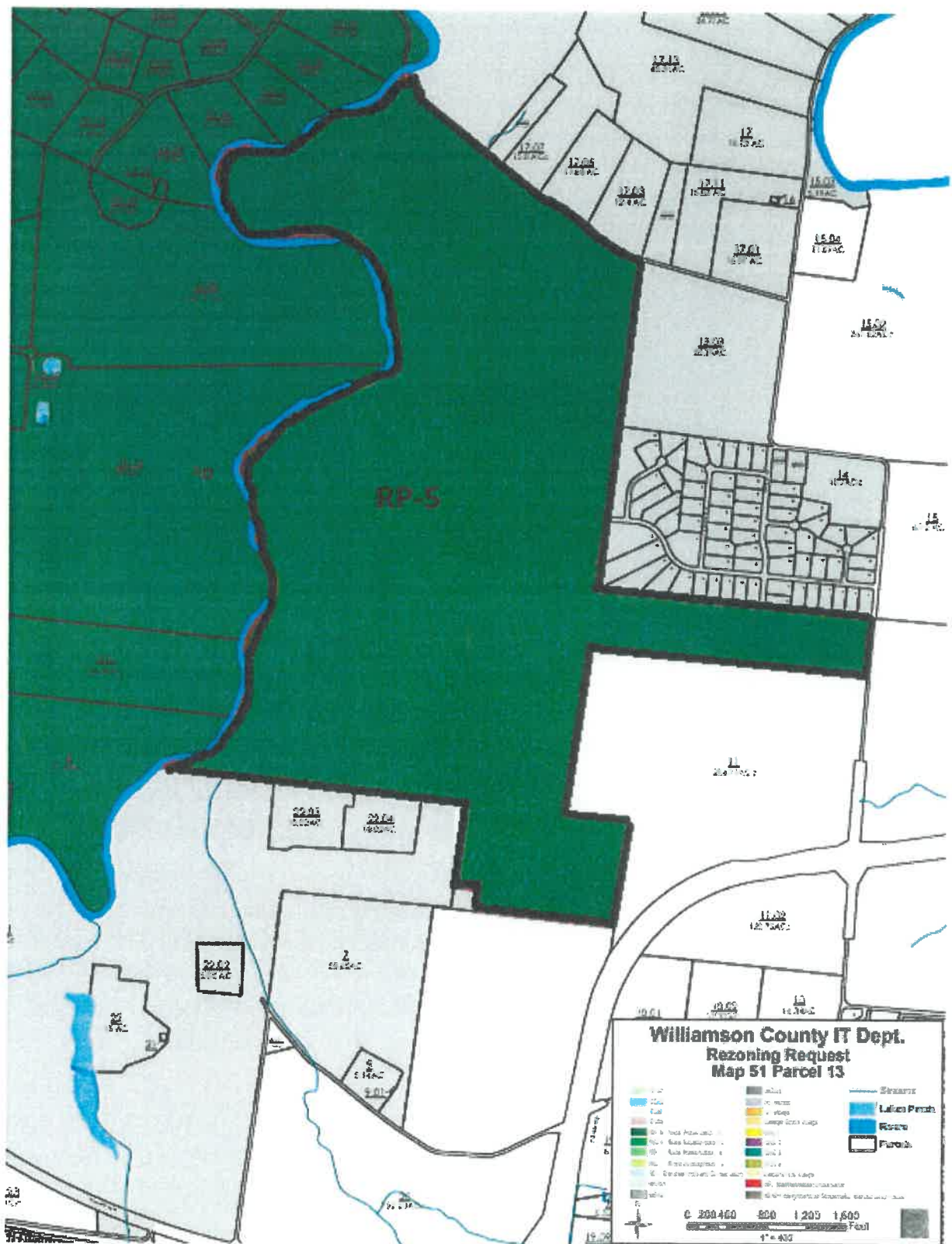
\_\_\_\_\_  
Commission Chairman

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

\_\_\_\_\_  
Date

## EXISTING ZONING



**PROPOSED ZONING**

Resolution No. 9-21-5  
Requested by: County Mayor

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'  
APPROVAL OF AN INTENT TO FUND \$16,127,078.00 FOR PHASE 1 OF THE JUDICIAL,  
JAIL AND JUVENILE PROJECT ("JJJ PROJECT") AND ASSOCIATED FEES AND COSTS**

- WHEREAS,** Williamson County has experienced unprecedented growth in the past thirty years, and expects significant population growth to continue into the foreseeable future; and
- WHEREAS,** a Master Plan for Williamson County's Justice System was developed, including necessary upgrades, expansion and construction for judicial, jail and juvenile facilities to meet the current and anticipated needs of the Justice System; and
- WHEREAS,** Williamson County is prepared to initiate Phase 1 of the JJJ Project utilizing the Public Building Authority and intends to fund Phase 1 of the JJJ Project through issuance of tax-exempt bonds in an aggregate amount of Three Million Dollars (\$16,127,078.00); and
- WHEREAS,** it is anticipated that the project will be funded through a tax-exempt bond issue in the latter portion of 2021:

**NOW THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on September 13, 2021 approve an intent to fund an amount not to exceed **\$16,127,078** for Phase 1 of the JJJ Project, and payment of costs and fees associated with the bond issue;

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

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-6  
Requested by: County Mayor

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'  
APPROVAL OF AN INTENT TO FUND \$4,000,000 FOR CONSTRUCTION OF COUNTY  
ARCHIVES OFF-SITE STORAGE BUILDING AND ASSOCIATED FEES AND COSTS**

- WHEREAS,** the County Archives facility has outgrown its current location and is in need of additional space to effectively and efficiently serve the needs of the County; and
- WHEREAS,** the County can build a facility meeting the current and anticipated needs of the Archives; and
- WHEREAS,** it is necessary to relocate the County Archives off-site storage project from its current location to accommodate the use of its current location in the Justice, Jail and Juvenile ("JJJ") project; and
- WHEREAS,** the relocation of the County Archives off-site storage building will require additional funding for the completion; and,
- WHEREAS,** Williamson County intends to fund the County Archives Project through issuance of tax exempt bonds in an aggregate amount of Four Million Dollars (\$4,000,000.00);

**NOW THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on September 13, 2021 approve an intent to fund an amount not to exceed Four Million Dollars (\$4,000,000) for the construction of the County Archives facility, and payment of costs and fees associated with the bond issue;

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

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$39,500,000 OF GENERAL OBLIGATION BONDS OF WILLIAMSON COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee (the "County") that for the purpose of providing funds for the (i) design, construction, improvement, renovation and equipping of public buildings and facilities for the County, including but not limited to the (A) replacement and repair of HVAC, blacktop and roofing at various County facilities, (B) public safety, emergency management and Sheriff facilities, (C) parks and recreational facilities, (D) County archives facilities, and (E) County jail, sheriff, juvenile justice and court facilities; (ii) acquisition of all real and personal property related thereto; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) payment of the principal of and interest on any bond anticipation notes issued for the costs of the Projects; (v) payment of capitalized interest on the bonds during the completion of the Projects; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$39,500,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Williamson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$39,500,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Elaine H. Anderson, County Clerk

Adopted and approved this 13<sup>th</sup> day of September, 2021.

  
Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:  
Budget Committee \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_

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

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-2022  
LIBRARY BUDGET BY \$ 135,342.87 - REVENUES  
TO COME FROM DONATIONS, CONTRIBUTIONS AND FINES**

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

**WHEREAS,** the Williamson County Public Library has received donations from individuals and organizations, contributions from municipalities, and revenues from fines, some which were not anticipated during the preparation of the current operating budget;

**WHEREAS,** some of these funds were not spent at the end of the fiscal year, and are now available to appropriate in the 2021-2022 budget.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021 - 2022 Library Budget be amended, as follows:

**REVENUES**

Donations/City	101-00000-486102-00000-00-00-00	\$ 16,055.00
Donations/Memorials	101-00000-486101-00000-00-00-00	\$ 122.32
Reserve/Data Processing	101-00000-351210-00000-00-00-00	\$ 64.00
Reserve/Library Donations	101-00000-351210-00000-00-00-00	\$ 77,426.59
Reserve/Library Fines	101-00000-351210-00000-00-00-00	\$ 41,674.96
		\$ 135,342.87

**EXPENDITURES:**

Data Processing	101-56500-541101-00000-00-00-00	\$ 8,064.00
Library Books/Media	101-56500-543201-00000-00-00-00	\$ 64,380.48
Other Supplies/Foundation	101-56500-549902-00000-00-00-00	\$ 41,003.43
Other Supplies/Gifts	101-56500-549901-00000-00-00-00	\$ 21,894.96
		\$ 135,342.87



Paul Webb - County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Library Board:	For <u>6</u>	Against <u>0</u>		
Budget Committee:	For _____	Against _____		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Tommy Little - Commission Chairman

Rogers C. Anderson - County Mayor

Date \_\_\_\_\_

Resolution No. 9-21-9  
Requested by: DUI Court

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-2022  
WILLIAMSON COUNTY GENERAL SESSIONS-DUI COURT BUDGET BY \$182,566.05  
FOR THE DUI COURT SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT –  
REVENUES TO COME FROM ROLLOVER FEDERAL GRANT FUNDS**

- WHEREAS,** Williamson County (County) is a governmental entity that has a General Sessions Court system which operates a DUI court; and
- WHEREAS,** the General Sessions DUI Court received a grant from the Substance Abuse and Mental Health Services Administration for DUI treatment programs; and
- WHEREAS,** the grant is for a total of \$1,987,035.00.00 to be paid in five annual installments of \$388,004.00 for the 2018-19 fiscal year, 399,031.00 for the 2019-20 fiscal year, \$400,000 for the fiscal years 2020-2021, \$400,000 for the fiscal years 2021-2022, and \$400,000 for the 2022-2023 fiscal year, conditioned on the funds being used for a DUI treatment program pursuant to the conditions set forth by the notice of award and terms and conditions; and
- WHEREAS,** funds received from this grant in the amount of \$182,566.05 were not exhausted during the 2020-2021 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program subject to the terms of the grant:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board Commissioners, meeting in regular session this the 13<sup>th</sup> of September 2021 in Williamson County, Tennessee that the 2021-22 General Sessions-DUI Court budget be amended to appropriate funding for the DUI court staff and related expenses, as follows:

**REVENUES:**

Federal Grants- **\$182,566.05**  
General Sessions DUI Court  
(101.00000.479900.00000.00.00.00.G0029)

**EXPENDITURES:**

Other State Grants **\$182,566.05**  
General Sessions DUI Court  
(101.53300.530903.00000.00.00.00)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-10  
Requested by: Juvenile Services

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22  
JUVENILE SERVICES BUDGET BY \$2,504 - REVENUES TO  
COME FROM PRIOR YEAR STATE GRANT FUND BALANCE**

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

**WHEREAS,** in the 2020-21 fiscal year, Juvenile Services received an Access and Visitation Grant from the State of Tennessee Administrative Office of the Courts in the amount of \$5,000 for the provision of court ordered supervised visitation for low income and indigent self-represented individuals; and

**WHEREAS,** the grant contract does not require matching funds from Williamson County; and

**WHEREAS,** the unexpended balance from the prior fiscal year needs to be appropriated for expenditure within the current fiscal year;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-22 Juvenile Services Budget be amended, as follows:

**REVENUES:**

Other State Grants  
101.00000.469800.00000.00.00.00.G0045 **\$2,504.00**

**EXPENDITURES:**

Other Contracted Services  
101.54240.539900.00000.00.00.00.G0045 **\$2,504.00**

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>      </u>	Against <u>      </u>		
Commission Action Taken	For <u>      </u>	Against <u>      </u>	Pass <u>      </u>	Out <u>      </u>


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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-11  
Requested by: General Sessions Judge's Office

FILED 8-30-21  
ENTERED 11:35 am  
ELAINE ANDERSON, COUNTY CLERK 

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22  
GENERAL SESSIONS BUDGET BY \$5,000 – REVENUES TO  
COME FROM PROBATION FEES**

**WHEREAS,** the 2021-22 budget for evaluation and drug testing expenses are currently exceeding budgeted projections; and,

**WHEREAS,** these funds are necessary to effectively monitor compliance by probationers with the terms of their probation; and,

**WHEREAS,** sufficient probation fees have been collected to offset this expense;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-22 General Sessions budget by amended as follows:

**REVENUES:**  
Probation Fees \$5,000  
101.00000.433930.00000.23.00.00

**EXPENDITURES:**  
Evaluation & Testing \$5,000  
101.53300.532200.00000.00.00.00

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**  
Law Enforcement/Public Safety Committee For 5 Against 0  
Budget Committee For        Against         
  
Commission Action: For        Against        For        Against       

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 JUVENILE SERVICES BUDGET BY \$11,648.15 FOR A JUVENILE ASSESSMENT SPECIALIST - REVENUES TO COME FROM PRIOR YEAR STATE GRANT FUNDS BALANCE**

**WHEREAS,** the Williamson County Juvenile Court has been successful in providing treatment, supervision, and support for at risk youth; and

**WHEREAS,** in the 2020-21 fiscal year, the Williamson County Juvenile Court ("Juvenile Court") received a grant from the Tennessee Commission on Children and Youth in the amount of \$29,183 for the provision of a juvenile assessment specialist who will administer risk and need assessments, conduct preliminary inquiries, and facilitate informal procedures on cases within the Juvenile Court; and

**WHEREAS,** the Juvenile Court acknowledges that should the grant funds be exhausted for this position and if no additional grant funds are received to continue the position, the position shall dissolve; and

**WHEREAS,** the grant contract does not require matching funds from Williamson County; and

**WHEREAS,** the unexpended balance for the 2020-21 fiscal year needs to be brought forward to be utilized in the 2021-22 Juvenile Services budget to continue working toward the established goals.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-22 Juvenile Services Budget be amended, as follows:

**REVENUES:**

Federal thru State- FFG Juvenile Justice Delinquency Prevention  
101.00000.475900.00000.00.00.00.G0073 **\$11,648.15**

**EXPENDITURES:**

Contract with Government Agencies  
101.54240.530900.00000.00.00.00.G0073 **\$11,648.15**

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>      </u>	Against <u>      </u>		
Commission Action Taken	For <u>      </u>	Against <u>      </u>	Pass <u>      </u>	Out <u>      </u>

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 WILLIAMSON COUNTY  
GENERAL SESSIONS DUI COURT BUDGET BY \$400,000 FOR THE DUI COURT  
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT –  
REVENUES TO COME FROM FEDERAL GRANT FUNDS**

- WHEREAS,** the Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending DUI offenses; and
- WHEREAS,** the DUI Court applied for and received grant funding for multiple years' contingent on the availability of funds beginning in 2021-22 fiscal year; and
- WHEREAS,** the federal grant is awarded through the Substance Abuse and Mental Health Services Administration ("SAMHSA") in the amount of \$388,004.00 for the 2018-19 fiscal year, 399,031.00 for the 2019-20 fiscal year, \$400,000 for the fiscal years 2020-2021, \$400,000 for the fiscal years 2021-2022, and \$400,000 for the 2022-2023 fiscal year, subject to the availability of federal funds; and
- WHEREAS,** should the grant funds received from SAMHSA pay for a new employee position in the DUI Court, it is understood that should the grant funds not be appropriated in subsequent years for the position or if the grant funds are fully expended, the grant position will cease to exist; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to accept the SAMSHA grant on behalf of the DUI Court;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> of September 2021, hereby authorizes the Williamson County Mayor to accept the grant notice subject to the terms and conditions of the Substance Abuse and Mental Health Services Administration to be used for the Williamson County General Sessions DUI Court;

**AND BE IT FURTHER RESOLVED,** that the 2021-22 General Sessions DUI Court Budget be amended as follows:

**REVENUES:**

Other Direct Federal Revenue	<b>\$400,000</b>
101.00000.479900.00000.00.00.00.G0029	

**EXPENDITURES:**

Contracts Gov't. Agencies	<b>\$400,000</b>
101.53300.530903.00000.00.00.00	

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety	For <u>5</u>	Against <u>0</u>
Budget Committee	For <u>   </u>	Against <u>   </u>
Commission Action Taken	For <u>   </u>	Against <u>   </u> Pass <u>   </u> Out <u>   </u>


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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-14  
Requested by: Veterans Treatment Court

FILED 8-30-21  
ENTERED 11:35 am  
ELAINE ANDERSON, COUNTY CLERK 

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 VETERANS TREATMENT COURT BUDGET BY \$28,000 - REVENUES TO COME FROM VETERANS TREATMENT COURT RESERVE**

- WHEREAS,** the Williamson County General Sessions Court operates a veterans treatment court; and
- WHEREAS,** the Veterans Treatment Court contracts for services provided to participants in the Veterans Treatment Court program; and
- WHEREAS,** the Veterans Treatment Court needs to amend its budget for the 2021-2022 fiscal year for the operation of the Veterans Treatment Court:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of September 2021, amends the General Sessions Veterans Treatment Court budget, as follows:

**REVENUES:**

<b>Veterans Treatment Court</b>	<b>\$28,000</b>
(101.00000.341562.00000.00.00)	

**EXPENDITURES:**

<b>Other Contracted Services – Veterans Treatment Court</b>	<b>\$28,000</b>
(101.53300.539902.00000.00.00.00)	

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-15  
Requested by: Recovery Court

**RESOLUTION APPROPRIATING \$52,675.68 TO THE 21<sup>ST</sup> DISTRICT  
RECOVERY COURT - REVENUES TO COME FROM DEDICATED ACCOUNT**

- WHEREAS,** the Circuit and General Sessions Courts of Williamson County have collected fees pursuant to T.C.A. §16-22-109 for use of state drug court treatment programs as defined in T.C.A. §16-22-109; and
- WHEREAS,** the 21<sup>st</sup> District Recovery Court, Inc. is a 501(c)(3) non-profit corporation operating a drug court treatment program as defined in T.C.A. §16-22-104 for the education and treatment of drug offenders; and
- WHEREAS,** the funds received by Williamson County as a result of such fees do not revert to the county general fund;
- WHEREAS,** the fees collected pursuant to T.C.A. §16-22-109 are necessary for the ongoing operation of the 21<sup>st</sup> District Recovery Court, Inc.;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this 13th day of September, 2021, hereby appropriates **\$52,675.68** to the 21<sup>st</sup> District Recovery Court, Inc. for the continuing treatment, education and other services required for the participants in the program, pursuant to T.C.A. §16-22-109, as follows:

**REVENUES:** **\$ 52,675.68**  
Drug Court Reserve Balance  
(101.00000.341560.00000.00.00.00)

**EXPENDITURE:** **\$ 52,675.68**  
Drug Treatment – 21<sup>st</sup> District Recovery Court, Inc.  
(101.53330.536801.00000.00.00.00)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement /Public Safety Committee	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>      </u>	Against <u>      </u>		
Commission Action Taken	For <u>      </u>	Against <u>      </u>	Pass <u>      </u>	Out <u>      </u>

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-16  
Requested by: Drug Court

FILED 8-30-21  
ENTERED 11:35 am  
ELAINE ANDERSON, COUNTY CLERK *sw*

**RESOLUTION APPROPRIATING \$34,082.42 TO THE 21<sup>ST</sup> DISTRICT  
RECOVERY COURT-REVENUES TO COME FROM DUI FINES**

**WHEREAS,** T.C.A. §55-10-451(now 55-10-412) increased the mandatory minimum fees imposed for DUI (driving under the influence) conviction by \$100.00; and

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

**WHEREAS,** T.C.A. §55-101-412 authorizes the expenditure of these funds for alcohol and drug treatment facilities, licensed by the department of health, metropolitan drug commissions or other similar programs sanctioned by the Governor's Drug Free Tennessee Program, organizations exempted from the payment of federal incomes taxes by the United States Internal Revenue Codes (26 U.S.C. and 501(c)(3)), whose primary mission is to educate the public on the dangers of illicit drug use or alcohol abuse or to render treatment for alcohol and drug addictions, or organizations that operate drug and alcohol programs for the homeless or indigent; and,

**WHEREAS,** the Circuit Court Judges have requested that **\$34,082.42** in fines accumulated in the dedicated account be released to the 21<sup>st</sup> District Recovery Court, Inc. to continue to provide treatment and services for the participants in the program;

**NOW, THEREFORE, BE IT RESOLVED,** that there being adequate funds available in the DUI Fines Account, the Williamson County Board of Commissioners, meeting in regular session this 13th day of September, 2021, hereby authorizes the release of **\$34,082.42** to the 21<sup>st</sup> District Recovery Court, Inc. for continuing the treatment and other services required for the participants in the programs, as follows:

<b><u>REVENUES:</u></b>	<b>\$ 34,082.42</b>
Reserve Account – Alcohol & Drug Treatment (101.00000.341510.00000.00.00.00)	

<b><u>EXPENDITURE:</u></b>	<b>\$ 34,082.42</b>
Drug Treatment – 21 <sup>st</sup> District Recovery Court, Inc. (101.53330.536800.00000.00.00.00)	

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION AMENDING THE 2021-22 GENERAL SESSIONS-VETERANS COURT  
BUDGET BY \$30,478.28 - REVENUES TO COME FROM FEDERAL  
THROUGH STATE GRANT FUNDS**

**WHEREAS,** the Veterans Court has been successful in providing treatment, supervision, and support for Veterans who have been charged with alcohol or drug related offenses related to post traumatic stress by addressing the underlying alcohol and drug abuse problems; and

**WHEREAS,** the Veterans Court ("Veterans Court") received a grant from the Tennessee Department of Mental Health and Substance Abuse Services through the Tennessee Veterans Treatment Court Initiative to provide assistance to Veterans; and

**WHEREAS,** the grant contract is for three years at an annual installment conditioned on the funds being used for a Veterans treatment court program subject to the conditions set forth by the notice of award and the terms and conditions of the grant; and

**WHEREAS,** grant funds received from this grant in the amount of \$30,478.28 were not exhausted during the prior fiscal year and need to be appropriated for use in the current fiscal year for the continued operations of this program, subject to the terms of the grant; and,

**WHEREAS,** it is understood that should the grant funds not be appropriated for these positions or if the grant funds are fully expended, the grant positions will not be funded by the County; and

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-22 General Sessions-Veteran's Court Budget be amended, as follows:

**REVENUES:**

**\$30,478.28**

Federal Grant Funds Through State  
(101.00000.475900.00000.00.00.00.G0047)

**EXPENDITURES:**

**\$30,478.28**

Contracts w/other Government Agencies  
(101.53300.530904.00000.00.00.00)

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 WILLIAMSON COUNTY  
GENERAL SESSIONS - DUI COURT BUDGET BY \$80,211.22 - REVENUES TO  
COME FROM UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

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

**WHEREAS,** Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending driving under the influence ("DUI") offenses; and

**WHEREAS,** the DUI Court Foundation of Williamson County, Inc., formally the Restorative Justice Foundation, is a 501(c)(3) organization dedicated to supporting the Williamson County DUI Court by securing funds and financial aid for the ongoing operation and expansion of the DUI Court with the purpose of providing participants with treatment and accountability for driving while under the influence; and

**WHEREAS,** the DUI Court Foundation of Williamson County, Inc., has donated funding within the prior year budget which were not utilized and are available to be appropriated for use for the benefit and operation of DUI Court programs and operations, totaling \$80,211.22;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of September, 2021 that the 2021-22 General Sessions DUI Court Budget as follows:

**REVENUES:**

Unappropriated County General Fund Balance	<b>\$80,211.22</b>
(101.00000.390000.00000.00.00.00)	

**EXPENDITURES:**

Contract with DUI Court- Donation	<b>\$80,211.22</b>
(101.53300.530902.00000.00.00.00)	

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 PARKS AND RECREATION  
BUDGET BY \$80,369.23 - REVENUES TO COME FROM DONATIONS**

- WHEREAS,** the Parks and Recreation Department has received donations totaling \$52,986.81 from various Community Youth Associations to be utilized to offset the hiring and scheduling of referee's and supervisors and for purchase of lawn products for the maintenance of fields, and;
- WHEREAS,** a donation in the amount of \$15,000.00 was received from the Williamson County Soccer Association for field maintenance and general repairs, and;
- WHEREAS,** the Grassland Athletic Association donated \$11,942.42 to purchase a utility vehicle and a storage building to support the Girls Softball program in the Franklin area, and;
- WHEREAS,** donations in the amount of \$140.00 was made to the Senior Citizens Program and \$300 to the youth dance program, and;
- WHEREAS,** the funds were not anticipated during the budget preparation process, and;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this September 13, 2021, amends the Parks & Recreation Budget as follows:

<b><u>REVENUES:</u></b>	
101.00000.486104.00000.00.00.00 – Donations	\$ 44,394.64
101.00000.351501.00000.00.00.00 – Reserves	<u>35,974.59</u>
	\$ 80,369.23
<b><u>EXPENDITURES:</u></b>	
<b>Officials/scorekeepers</b>	
101.56700.516901.00000.00.00.00	\$ 6,062.50
<b>Maintenance/Repair Parks</b>	
101.56700.533501.00000.00.00.00	\$ 16,547.50
<b>Lawn Products</b>	
101.56700.542000.00000.00.00.00	\$ 44,704.81
<b>Instructional Materials</b>	
101.56700.542901.00000.00.00.00	\$ 672.00
<b>Other Charges</b>	
101.56700.559900.00000.00.00.00	\$ 440.00
<b>Other Capital</b>	
101.56700.579900.00000.00.00.00	\$ <u>11,942.42</u>
	\$ 80,369.23

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 HIGHWAY DEPARTMENT BUDGET BY \$75,000 AND RELATED OPERATING TRANSFERS FOR PAVING EXPENSES - REVENUES TO COME FROM HIGHWAY PRIVILEGE TAX FUNDS**

**WHEREAS,** the Williamson County Highway Commission annually submits a list of projects within their respective districts to be earmarked for paving projects throughout the upcoming fiscal year; and,

**WHEREAS,** these lists have been submitted and sufficient funds are available within the Highway Privilege Tax account to be utilized to offset the costs of these paving expenses;

**NOW, THEREFORE, BE IT RESOLVED,** that 2021-22 Highway budget be amended, as follows:

<b><u>EXPENDITURES:</u></b>	
Asphalt-Hot Mix	\$ 75,000
131.62000.540400.00000.00.00.00	
Transfer In	\$ 75,000
131.00000.498000.00000.00.00.00	
<b><u>REVENUES:</u></b>	
Highway Privilege Taxes	\$ 75,000
171.00000.351500.00000.00.00.00	
Transfer Out	\$ 75,000
171.91200.559000.00000.00.00.00 PR 500	

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission	For _____	Against _____		
Budget Committee	For _____	Against _____		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION ADOPTING THE CAPITAL PROJECTS FUND BUDGET FOR THE WILLIAMSON  
COUNTY ADEQUATE FACILITIES TAX, THE WILLIAMSON COUNTY ADEQUATE  
SCHOOL FACILITIES TAX AND THE WILLIAMSON COUNTY EDUCATION  
IMPACT FEE FOR THE 2021-22 FISCAL YEAR**

- WHEREAS,** Williamson County currently assesses the Williamson County Adequate Facilities Tax, the Williamson County Adequate School Facilities Tax, and the Williamson County Education Impact Fee; and
- WHEREAS,** the revenue received from the adequate facilities taxes is used for capital projects reasonably related to growth, and the revenue received from the impact fee is used for growth-necessitated capital improvements to education facilities and new construction of educational facilities; and
- WHEREAS,** the Tennessee Comptroller’s Office has advised Williamson County to adopt an annual capital projects fund budget concerning its adequate facilities taxes and impact fee; and
- WHEREAS,** the adoption of this capital project funds budget does not alter nor does it change the current process in which Williamson County approves appropriations or monthly reports provided to the County; and
- WHEREAS,** the adoption of the capital projects budget does not include or alter the current process for funding with bond/note proceeds which shall continue to come before the Board of Commissioners in resolution form for approval at the time the bond/note is issued:

		2020-2021	2021-2022
		<u>Actual</u>	<u>Proposed Budget</u>
<b><u>ESTIMATED REVENUES</u></b>			
<b><u>40290 - Other Local Option Taxes</u></b>			
Privilege Tax - Fire	171.00000.402900..PR300	570,909.72	460,000.00
Privilege Tax - Recreation	171.00000.402900..PR400	227,532.74	190,000.00
Privilege Tax - Recreation	171.00000.402900..PR420	145,560.96	145,000.00
Privilege Tax - Recreation	171.00000.402900..PR430	70,579.28	60,000.00
Privilege Tax - Recreation	171.00000.402900..PR440	24,357.76	20,000.00
Privilege Tax - Recreation	171.00000.402900..PR450	69,153.28	55,000.00
Privilege Tax - Recreation	171.00000.402900..PR460	38,867.04	32,000.00
Privilege Tax - Recreation	171.00000.402900..PR470	74,923.60	68,500.00
Privilege Tax - Highway	171.00000.402900..PR500	72,467.28	65,000.00
Privilege Tax - School	171.00000.402900..PR610	1,990,911.44	1,750,000.00
Privilege Tax - School	171.00000.402900..PR620	1,673,951.04	1,650,000.00
Privilege Tax - School	171.00000.402900..PR630	811,661.72	600,000.00
Privilege Tax - School	171.00000.402900..PR640	280,114.24	200,000.00
Privilege Tax - School	171.00000.402900..PR650	795,262.72	500,000.00
Privilege Tax - School	171.00000.402900..PR660	446,970.96	370,000.00
Privilege Tax - School	171.00000.402900..PR670	861,621.40	760,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR910	2,844,159.20	1,850,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR920	1,819,512.00	1,800,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR930	882,241.00	650,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR940	304,472.00	250,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR950	864,416.00	600,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR960	485,838.00	375,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR970	936,545.00	860,000.00
<b>Total Other Local Option Taxes</b>		<b>16,292,028.38</b>	<b>13,310,500.00</b>

**441100 - Interest Earned**

Interest - Education Impact: WCS	171.00000.441100..IM100	194,397.41	160,000.00
Interest - Education Impact: FSSD	171.00000.441100..IM200	5,457.92	5,000.00
Interest - Detention	171-00000-441100..PR200	400.42	400.00
Interest - Privilege Tax Fire	171-00000-441100..PR300	5,620.02	5,500.00
Interest - Privilege Tax Recreation	171-00000-441100..PR400	3,022.43	3,000.00
Interest - Privilege Tax Highway	171-00000-441100..PR500	1,613.77	1,600.00
Interest - Privilege Tax School	171-00000-441100..PR600	25,138.12	25,000.00
Interest - Privilege Tax Adeq. Facilities	171-00000-441100..PR900	21,885.82	21,000.00
<b>Total Interest Earned</b>		<b>257,535.91</b>	<b>221,500.00</b>

**449900 - Other Local Revenues**

Education Impact Fee - WCS	171.00000.449900...IM100	21,590,156.50	20,000,000.00
Education Impact Fee - FSSD	171.00000.449900...IM200	600,013.00	500,000.00
Education Impact Fee - WCS Contested	171.00000.449909..IM100	1,167,122.00	30,000.00
Education Impact Fee - FSSD Contested	171.00000.449909..IM200	0.00	5,000.00
<b>Total Other Local Revenues</b>		<b>23,357,291.50</b>	<b>20,535,000.00</b>

**Total Revenues**

**39,906,855.79      34,067,000.00**

**EXPENDITURES (APPROPRIATIONS)****91130 - PUBLIC SAFETY PROJECTS**

TR Commission - Priv tax	171.91130.551000..PR300	5,765.31	6,300.00
Other Capital Outlay - Fire	171.91130.579900.00000..PR300	626,731.77	389,000.00
<b>Total Public Safety Projects</b>		<b>632,497.08</b>	<b>395,300.00</b>

**91150 - SOCIAL, CULTURAL, & RECREATION PROJECTS**

TRCommission	171.91150.551000..PR400	6,539.97	7,200.00
Building Improvements	171.91150.570700.00000..PR414	155,998.40	0.00
Land	171.91150.571500.00000..PR402	0.00	0.00
Other Capital Outlay - Parks & Rec	171.91150.579900.00000..PR412	463,519.51	0.00
<b>Total Social, Cultural, &amp; Recreation Projects</b>		<b>626,057.88</b>	<b>7,200.00</b>

**91200 - HIGHWAY & STREET CAPITAL PROJECTS**

TRCommission	171.91200.551000..PR200	4.00	43.00
TRCommission	171.91200.551000..PR500	740.81	900.00
Transfers to Other Funds	171.91200.559000...PR500	0.00	0.00
<b>Total Highway &amp; Street Capital Projects</b>		<b>744.81</b>	<b>943.00</b>

**91300 - EDUCATION CAPITAL PROJECTS**

Contributions - WCS	171.91300.531600...IM100	9,095,248.63	38,626,353.00
Contributions - FSSD	171.91300.531600..IM200	1,061,300.52	516,246.00
TR Commission - WCS	171.91300.551000..IM100	229,484.03	232,000.00
TR Commission - FSSD	171.91300.551000..IM200	6,088.45	8,000.00
TRCommission	171.91300.551000..PR600	68,856.32	73,000.00
TRCommission	171.91300.551000..PR900	81,590.66	86,000.00
Transfers to Other Funds	171.91300.559000...PR600	6,700,000.00	5,600,000.00
Transfers to Other Funds	171.91300.559000...PR900	5,900,000.00	4,100,000.00
Other Capital Outlay	171.91300.579900.....PR601	483,475.11	485,000.00
Other Capital Outlay	171.91300.579900.....PR901	2,416,743.36	2,410,000.00
Other Capital Outlay	171.91300.579900.....PR902	401,422.85	400,000.00
<b>Total Education Capital Projects</b>		<b>26,444,209.93</b>	<b>52,536,599.00</b>

**Total Expenditures**

**27,703,509.70      52,940,042.00**

<u>Excess Revenues (Expenses)</u>	- 18,873,042.00
<b>Estimated Beginning Fund Balance July 1, 2021</b>	48,601,122.71
<b>Estimated Ending Fund Balance June 30, 2022</b>	<u>29,728,080.71</u>

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-22  
Requested by: Property Assessor

FILED 8-30-21  
ENTERED 11:35 am  
ELAINE ANDERSON, COUNTY CLERK *sw*

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22  
ASSESSOR'S BUDGET BY \$8,250 FOR EDUCATIONAL INCENTIVE  
SALARY SUPPLEMENTS - REVENUES TO COME FROM STATE FUNDS**

**WHEREAS,** Tennessee Code Annotated 67-1-508, authorizes salary supplements to assessors of property and deputies who maintain professional assessment designations;

**WHEREAS,** these payments have been direct payments to qualifying employees of the Assessor's office; and,

**WHEREAS,** the law has been amended to direct that these supplements may no longer be direct payments but must be submitted through the County General Fund and on to the approved recipients; and,

**WHEREAS,** the State of Tennessee has deposited these funds for payment to the qualified recipients;

**NOW, THEREFORE, BE IT RESOLVED,** by the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> of September, 2021, that the 2021-22 Property Assessor's budget be amended, as follows:

**REVENUES:**

State Revenue	<b>\$8,250</b>
101.00000.469900.00000.00.00.00G0030	

**EXPENDITURES:**

Salary Supplements	<b>\$8,250</b>
101.52300.514000.00000.00.00.00	

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

RESOLUTION APPROPRIATING AND AMENDING THE 2021-22 ELECTION COMMISSION  
BUDGET BY \$25,000 - REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, the Williamson County Election Commission has received a grant to be used for the purchase of hardware, software, services, and other items that enhance physical security and cybersecurity; and

WHEREAS, prior to purchasing any items or services, the Election Office is required to submit a written plan to the Division of Elections for approval to ensure the purchases comply with the Consolidated Appropriation Act of 2018; and

WHEREAS, the grant contract does not require matching funds from Williamson County; and

WHEREAS, the unexpended balance for the 2020-21 fiscal year needs to be brought forward to be utilized in the 2021-22 Election Commission budget to continue

NOW, THEREFORE, BE IT RESOLVED, that the 2021-22 Election Commission Budget be amended as follows working toward the established goals.

REVENUES:  
Federal thru State –Election Security Grant  
101.00000.475900.00000.00.00.00.G0076 \$25,000

EXPENDITURES:  
Data Processing Equipment  
101.51500.570900.00000.00.00.00.G0076 \$25,000

  
County Commissioner

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-21-24  
Requested by: County Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-22  
COUNTY CLERKS BUDGET BY \$10,000 - REVENUES  
TO COME FROM RESERVE ACCOUNT**

**WHEREAS,** the County Clerk's Office is in need of various computer and printing equipment and supplies; and,

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

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-22 County Clerk's Office budget be amended, as follows:

**REVENUES:**

Automated Reserve County Clerk  
101.00000.341690.00000.00.00.00 \$ 10,000

**EXPENDITURES:**

Office Equipment  
101.52500.571901.00000.00.00.00 \$ 10,000

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2021-2022  
HEALTH DEPARTMENT BUDGET BY \$ 250.00 – REVENUES TO COME FROM  
STATE OF TENNESSEE UNCLAIMED PROPERTY**

**WHEREAS,** the Williamson County Health Department received notice from the State of Tennessee's Unclaimed Property Division that funds in the amount of \$250.00 had been turned over to the State; and

**WHEREAS,** the State identified the Williamson County Health Department as the rightful owner; and

**WHEREAS,** the County Health Director submitted a claim and necessary documentation to acquire the funds; and

**WHEREAS,** a reimbursement check for \$250.00 payable to the Williamson County Health Department was received;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2021-2022 Health Department budget be amended as follows:

**REVENUES:**

Donations	
(101.00000.486106.00000.00.00.00)	<b>\$250.00</b>

**EXPENDITURES:**

Maintenance & Repair Services	
(101.55110.533500.00000.00.00.00)	<b>\$250.00</b>

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-26  
Requested by: Animal Center Director

**RESOLUTION ACCEPTING A DONATION FROM CALVIN AND MARILYN LEHEW VIA FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER ON BEHALF OF WILLIAMSON COUNTY ANIMAL CONTROL AND APPROPRIATING AND AMENDING THE 2021-22 ANIMAL CONTROL BUDGET BY \$70,200 – REVENUES TO COME FROM DONATIONS**

- WHEREAS,** Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and
- WHEREAS,** the Friends of Williamson County Animal Center is a non-profit organization established for the benefit of Williamson County Animal Control; and
- WHEREAS,** Calvin and Marilyn Lehew have provided a generous conditional donation to the Friends of Williamson County Animal Center to be used for costs associated with the provision of a part-time veterinarian at Williamson County Animal Control; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept this donation from the Friends of Williamson County Animal Center on behalf of Williamson County Animal Control; and,
- WHEREAS,** the funds were anticipated and included within the 2021-22 operating budget for the Animal Center;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of September, 2021, on behalf of Williamson County Animal Control, accepts the generous donation from the Lehews via the Friends of Williamson County Animal Center, to be used for costs associated with the provision of a part-time veterinarian;

**AND BE IT FURTHER RESOLVED** that the 2021-22 Williamson County Animal Control budget be amended, and the funds be appropriated as follows:

**REVENUE:**

Donations  
101.00000.486109.00000.00.00.00 **\$70,200**

**EXPENDITURE:**

County General Fund Balance  
101.00000.39000.00000.00.00.00 **\$70,200**

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee	For	Against	Pass	Out
Budget Committee	For	Against	Pass	Out
Commission Action Taken:	For	Against	Pass	Out

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROVING AN INTER-CATEGORY TRANSFER OF  
AN EMPLOYEE DISPATCH POSITION AND RELATED FUNDING FROM ANIMAL  
CARE TO EMERGENCY COMMUNICATIONS**

**WHEREAS,** for numerous years, the operating budget for Williamson County Animal Care has included a dispatching position and said positon was operated from the Animal Care office; and,

**WHEREAS,** in recent years, this position has been physically located at the County's Public Safety Office in an effort to more efficiently provide dispatching services; and,

**WHEREAS,** it appears to be more advantageous for this position to fall under the day-to-day supervision and authority of the Public Safety - Emergency Communications Director;

**NOW, THEREFORE, BE IT RESOLVED,** that the position and related funding be transferred within the respective operating budgets, as follows:

**TRANFER FROM:**  
Animal Care-Attendants  
(101.55120.516400.00000.00.00.00) **\$ 45,100**

**TRANSFER TO:**  
Emergency Communications-Dispatchers/Radio Operators  
(101.54900.514800.00000.00.00.00) **\$45,100**

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-28  
Requested by: County Health Department

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER  
INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FAIRVIEW  
FOR THE PROVISION OF A HEALTHCARE CLINIC**

- WHEREAS,** Williamson County and the City of Fairview are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS,** Williamson County owns improved property located at 2629 Fairview Boulevard, Fairview, Tennessee currently being used as a healthcare clinic ("Clinic"); and
- WHEREAS,** the City and County are currently parties to an interlocal agreement to cooperate in the operation of the Clinic which is currently a month to month beginning on June 30, 2021; and
- WHEREAS,** the City and County have negotiated a new interlocal agreement to continue cooperating in the operation of the Clinic; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the County Mayor to execute the interlocal agreement for the continued operation of the healthcare clinic located at 2629 Fairview Boulevard, Fairview, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of September, 2021, hereby authorizes the Williamson County Mayor to execute the interlocal agreement with the City of Fairview, as well as any subsequent amendments which do not materially alter the agreement terms, and all other related documents reasonably required to fulfill the intent of the interlocal agreement and this resolution.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND  
THE CITY OF FAIRVIEW, TENNESSEE FOR COOPERATION IN THE PROVISION OF A HEALTHCARE CLINIC**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the CITY OF FAIRVIEW, TENNESSEE ("City"), a municipal government of the State of Tennessee located at 7100 City Center Circle, Fairview, Tennessee 37062, to establish the terms and financial responsibilities of the parties for the provision of a healthcare clinic.

**RECITALS**

**WHEREAS**, County and City are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

**WHEREAS**, the County owns improved real property located at 2629 Fairview Boulevard, Fairview, Tennessee 37062 currently being used as a healthcare clinic facility ("Clinic");

**WHEREAS**, City and County are currently parties to an interlocal agreement concerning the operation of the Clinic which expires on June 30, 2021;

**WHEREAS**, City has agreed to continue to pay for the maintenance and repair of the facility as well as the upkeep of the surrounding area, County would provide the facility, and the State of Tennessee would provide the staff; and

**WHEREAS**, City and County have negotiated a new interlocal agreement to continue cooperating in the provision of the Clinic.

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

**I. Purpose of Agreement.** The purpose of this Agreement is to clearly define the obligations, responsibilities, and financial obligations of the City and County for the maintenance, repair, upkeep, and financial and contractual responsibilities of the parties for the provision of a Clinic.

**II. Authority.** This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq. (the "Act"), and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Property and Facility.** The structure currently being used as the Clinic is located at 2629 Fairview Boulevard, Fairview, Tennessee shall be referred to herein as the "facility" and the lot shall be referred to herein as the "property" for the purpose of this Agreement.

**IV. Term.** The initial term of this Agreement shall be for a period of three (3) years which will begin on July 1, 2021 (beginning date), and end on June 30, 2024. This Agreement may be extended by written agreement and signed by all parties for two (2) additional terms of one (1) year each.

**V. Annual Payment by City.** The City agrees to pay to the County the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) for the three (3) year period, to be paid to the County in three (3) equal annual payments of Fifteen Thousand and 00/100 Dollars (\$15,000.00) prior to July 31<sup>st</sup> of each year. The first payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be made by the City to the County within thirty (30) from the execution of this Agreement. Should this Agreement be extended for additional terms as provided in Section IV, the City shall pay an annual payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for each year the Agreement is extended, to be paid in the same manner as the previous payments.

**VI. City Obligations.** In addition to the annual payments to the County, City agrees to the following obligations:

a. Utilities. City agrees to be responsible for the cost and provision of all utilities including water, sanitation, sewer, electricity, phone, light, heat, gas, power, fuel, and other services incident to City's use of the facility.

b. Janitorial Services. City agrees to be responsible for the cost and provision of janitorial services associated with the operation of the Clinic. Janitorial services including emptying trash containers and removal of all other trash from the Clinic and ensuring paper products are available in the restrooms shall be conducted on a daily basis or, at a minimum, four (4) workdays per week. All other janitorial services including, but not limited to, cleaning and sanitizing the bathrooms, sweeping, cleaning, or vacuuming the floors, and dusting all furniture and cleaning common areas of the Clinic shall be conducted four (4) days per week or as needed. City shall also be responsible for providing and changing all light bulbs in the facility as needed. City shall ensure that all spaces used to provide medical services are maintained in a clean, sanitized condition.

c. Outside Maintenance. City, at its sole expense, shall perform limited maintenance of outside areas. City's obligations shall include only the following:

1. Maintain the lawn in a clean, manicured condition including, without limitation, mowing and trimming the lawn;

2. Maintain the outside area in a clean and sanitary condition, promptly removing all rubbish, trash, and litter; and

d. Plumbing. City shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed.

e. Appliances. City shall be responsible for its appliances that are owned by City and that are not fixtures.

f. Limitation on Duty to Repair. The City's obligation to conduct repairs and maintenance to the facility expressly does not include any repairs or replacements required by reason of the negligent acts or omissions of the County, its agents, employees, or those acting for or under the County.

**VII. County's Obligations.** The County agrees to be solely responsible for the following obligations:

a. Land and Building. County agrees to continue to provide the facility and land located at 2629 Fairview Boulevard, Fairview, Tennessee to be used as the Clinic.

b. Structural Repair. County, at its own cost and expense, shall maintain and make all necessary structural repairs and replacements to the facility, including its roof and exterior walls, doorways, window glass and frames, floor slabs, exterior pipes, and foundation.

c. Mechanical Repair. County shall be responsible for the maintenance and repair needed to the plumbing, heating, electrical, air conditioning, and ventilating equipment and fixtures to the end that all such items are kept in good operating condition by the City except in case of damage arising from a willful or negligent act of the City's agent, invitee, or employee, in which case the City will be responsible for the cost of the repairs.

d. Limitation on Duty to Repair. The County's obligation to conduct repairs and maintenance to the facility expressly does not include any repairs or replacements required by reason of the negligent acts or omissions of the City, its agents, employees, or those acting for or under the City.

**VIII. Fire or Other Casualty.** If the facility should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the facility which prevents its substantial use in the manner theretofore used, either party may terminate this Agreement upon giving written notice to the other party.

**IX. Insurance.**

a. County shall maintain amounts under its self-insured program needed to meet its obligations contained in this subsection. In the event all or any portion of the facility is damaged or destroyed by fire, windstorm, or any other insurable casualty, County, in its discretion, may repair, restore, or rebuild the facility to the condition as reasonably possible as existed immediately prior to such damage or destruction. However, if the damage or destruction is found to be a result of the action or inaction of the City, the City shall be solely responsible for all cost to repair, restore, and rebuild the facility to the same condition as reasonably possible as existed immediately prior to such damage or destruction.

b. City shall continue to maintain general public liability insurance against claims and liability for personal injury death, or property damage arising from the use, occupancy, disuse, or condition of the property, facility, and adjoining areas or ways. This insurance will provide coverage of at least \$130,000.00 for each occurrence and \$350,000.00 aggregate for bodily injury, \$50,000.00 each occurrence for property damage, \$1,000,000.00 for all claims other than claims falling within the GTLA and \$1,000.00 per person and \$10,000 per occurrence for coverage prior to litigation for medical payments.

**X. Alterations.** If City wishes to make any alterations or improvements to the property or facility, City shall pay for all such alterations or improvements. Prior to making any alterations or improvements, City shall provide plans to the County and obtain approval of the County prior to initiating the alteration or improvement.

**XI. Limitation on Use.** City shall use the facility for the provision of the Clinic. Tenant will not make or suffer any unlawful, improper, or offensive use of the facility or the surrounding property, or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County, Tennessee or any other applicable law, rule, code, or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the facility or to increase the premium thereof.

**XII. Hazardous Material.** City covenants, represents, and warrants that it will not install, use, generate, store, dispose of, or otherwise present in, on, or under the property any toxic or hazardous substance, including without limitation, asbestos, flammable explosives, cancer causing chemicals, pollutants, effluents, contaminants, or any substance ("Hazardous Material") deemed hazardous or toxic under any law relating to environmental conditions or industrial hygiene and which is stored or kept in a prohibited form or in excess of an allowable quantity.

**XIII. Termination for Cause. City.**

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

b. **County.** County may in its sole discretion terminate this Agreement at any time for any of the following causes: (a) City fails to pay any amounts due to County under this Agreement in the manner as provided in this Agreement; (b) Failure by City to maintain the property and facility in a clean and orderly manner; (c) City uses the facility or property in any unlawful manner; (d) City becomes insolvent or bankrupt; (e) City abandons the facility before the end of the term; or (F) Any other breach of the material terms of this Agreement by City which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to City. Upon default by City, County may terminate this Agreement by giving City written notice of termination, which shall not excuse any breach of this Agreement by City. Upon termination based on breach of this Agreement, City shall pay the total rent due together with all other costs, expenses, or damages incurred by the County as a result of the breach of this Agreement.

**XIV. Termination for Convenience.** Either party can terminate this Agreement by providing written notice no later than April 30<sup>th</sup> of each year to be effective on the following June 30 of the same year.

**XV. Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**XVI. Limitation on Liability.** Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act or other applicable law.

**XVII. General Terms.**

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

b. **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  
Attn: County Mayor

City: City of Fairview, Tennessee  
City Hall  
P.O. Box 69  
7100 City Center Circle  
Fairview, TN 37062  
Attn: City Manager

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

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

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

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

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

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

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

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

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

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

m. Assumption of Responsibility. City assumes full responsibility for all persons acting on behalf of or through City with respect to City's use of the facility, including City's employees, agents, and contractors. The County assumes responsibility for all persons acting by or under direction of the County with respect to its obligations of this Agreement, including County's employees, agents, and invitees.

n. No Representations. Except as otherwise expressly set forth in this Agreement, City acknowledges that County has made no representations with respect to the physical condition of the property or facility, the condition of any improvements thereon, or the laws, rules, orders, zoning and building ordinances, regulations, and requirements of any authority applicable thereto.

o. 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 required permits and licenses and keep the same in force during the term of this Agreement.


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

ATTEST: WILLIAMSON COUNTY, TENNESSEE

BY: BY: Rogers Anderson, Williamson County Mayor

DATE: DATE:

APPROVED AS TO FORM AND LEGALITY:

  
Williamson County Attorney

ATTEST: CITY OF FAIRVIEW

BY: BY: Debby Rainey, City of Fairview Mayor

DATE: DATE:


APPROVED AS TO FORM AND LEGALITY:

Fairview City Attorney

Resolution No. 9-21-29  
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A CONTRACT WITH THE STATE OF TENNESSEE,  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES**

- WHEREAS,** Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies for the provision of certain services; and
- WHEREAS,** Tennessee Code Annotated, Title 33, Chapter 7, Part 3 provides counties are responsible for the cost of outpatient and inpatient mental health evaluations and treatment court-ordered for adults charged only with misdemeanors; and
- WHEREAS,** the State of Tennessee Department of Mental Health and Substance Abuse Services provides outpatient and inpatient mental health evaluation and treatment services at state mental health hospitals; and
- WHEREAS,** the State of Tennessee Department of Mental Health and Substance Abuse Services has offered to provide court-ordered mental health evaluations and treatment for adults charged with misdemeanors at a reduced cost for the term of the contract; and
- WHEREAS,** the contract defines reduced rates for other court ordered mental health evaluation services for adult misdemeanors at increments provided in the contract; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a contract for a reduced cost in the provision of court-ordered mental health evaluation and treatment services for adults that are charged with misdemeanors:
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of September, 2021, hereby authorizes the Williamson County Mayor to enter into a contract, and all other necessary documents, with the State of Tennessee Department of Mental Health and Substance Abuse Services to establish a reduced per-day cost for the provision of court-ordered mental health evaluation and treatment services for adults that are charged with only misdemeanors.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-30  
Requested by: Animal Control

**RESOLUTION ACCEPTING A DONATION OF A MACBOOK PRO LAPTOP FROM THE  
FRIENDS OF WILLIAMSON COUNTY ANIMAL CONTROL ON BEHALF OF THE  
WILLIAMSON COUNTY ANIMAL CONTROL**

- WHEREAS,** Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and
- WHEREAS,** the Friends of Williamson County Animal Control is a non-profit organization that occasionally provides donations to the Williamson County Animal Center; and
- WHEREAS,** the Friends of Williamson County Animal Center has made a generous donation of one 16" MacBook Pro laptop valued at approximately \$2,300 to Williamson County on behalf of the Williamson County Animal Center, to be used for social media content; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous donation of one MacBook Pro laptop from the Friends of Williamson County Animal Center on behalf of the Williamson County Animal Center to be used for social media content:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of September, 2021, on behalf of the Williamson County Animal Center, accepts the generous donation of one MacBook Pro laptop valued at approximately \$2,300.00 from the Animals of Williamson County Animal Center to be used for by social media content.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee	For ____	Against ____		
Budget Committee	For ____	Against ____		
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____

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

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

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

\_\_\_\_\_  
Date

Resolution No. 9-21-31  
Requested by: Animal Control Director

**RESOLUTION TO AUTHORIZE AN INCREASE AND ASSESSMENT OF FEES  
COLLECTED BY THE WILLIAMSON COUNTY ANIMAL CENTER**

- WHEREAS,** Tennessee Code Annotated, Section 5-1-120 provides that a county legislative body, by resolution, may regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals and establish and operate shelters which includes the authority to adopt policies and assess fees; and
- WHEREAS,** Williamson County Animal Center has experienced a significant increase in rabbits being surrendered that are not spay/neutered; and
- WHEREAS,** Williamson County Animal Center does not have the means to spay/neuter rabbits, so the rabbits are sent to a local animal center that charges a fee to administer the procedure; and
- WHEREAS,** to offset the cost to Williamson County for the spay/neuter procedures, a fee of Fifty and 00/100 Dollars (\$50.00) will be assessed when any rabbit is surrendered to the Williamson County Animal Center that has not been spay/neutered; and
- WHEREAS,** the Board of Commissioners finds it in the interest of the citizens of Williamson County to assess a fee for accepting rabbits that have not been spay/neutered to offset the cost to Williamson County:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting in regular session this the 13th day of September 2021, adopts a fee of Fifty and 00/100 Dollars (\$50.00) for each rabbit that is surrendered to Williamson County Animal Center to be assessed at the time the rabbit is surrendered should the individual fail to provide proof that the rabbit has been spay/neuter:

**AND BE IT FURTHER RESOLVED,** that the fee adopted herein shall become effective on the first day of the month following the adoption of this resolution.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION DECLARING CERTAIN WILLIAMSON COUNTY OWNED  
PROPERTY AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING THE  
SALE OF THE PROPERTY AND EQUIPMENT**

**WHEREAS,** Williamson County is subject to the County Purchasing Law of 1957 which is codified at *Tennessee Code Annotated, Section 5-14-101 et. seq.*; and

**WHEREAS,** pursuant to *Tennessee Code Annotated, Section 5-14-108*, prior to selling property owned by the County, the Board of Commissioners must first declare the property surplus, obsolete or unusable; and

**WHEREAS,** the Board of Commissioners has determined that the property and equipment listed below is unneeded or unusable and as such is declared surplus; and

**WHEREAS,** the Williamson County Board of Commissioners, finding it in the interest of the citizens of Williamson County, declare the property and equipment listed in Attachment A as surplus and directs the disposal of the property and equipment by sealed bid or other permissible means:

**NOW THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this 13th day of September, 2021, finding the property and equipment listed in Attachment A as either unneeded or unusable in its current condition, declares the property and equipment surplus and authorizes the Williamson County Purchasing Agent to dispose of the property and equipment by sealed bid or other permissible means.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

	ASSET	DESCRIPTION	SERIAL/PARCEL	LOCATION	LOCATION MEMO
1	4736	97 FORD CROWN VIC	2FALP71W1VX212148	PREC	SURPLUS STORAGE
2	5413	98 JEEP SPORT	1J4FT68S7WL209277	IT	SURPLUS STORAGE
3	5889	99 DODGE TRUCK	1B7HF16Y8XS246751	AGPK	SURPLUS STORAGE
4	5990	97 CHEVY TRUCK	1GCGC24R3VZ241399	PREC	SURPLUS STORAGE
5	6339	96 JEEP CHEROKEE	1J4FT28S5TL160200	IT	SURPLUS STORAGE
6	7734	00 JEEP CHEROKEE	1J4FF28S0YL257657	PMGT	SURPLUS STORAGE
7	8801	03 CHEVY TRUCK	1GCEK14T43Z177385	PMGT	SURPLUS STORAGE
8	8960	02 CHEVY VENTURE VAN	1GNDX03E82D178410	SANI	SURPLUS STORAGE
9	8973	02 FORD VAN 15 PAX	1FBSS31LX2HA24201	WCTV	SURPLUS STORAGE
10	9026	03 CHEVY VAN	1GNDM19X03B127407	PREC	SURPLUS STORAGE
11	9027	03 CHEVY TRUCK	1GCEK19T13Z266310	SFTY	SURPLUS STORAGE
12	11092	05 FORD CROWN VIC	2FAHP71W95X113812	WCTV	SURPLUS STORAGE
13	11645	05 CHEVY SILVERADO	1GCEK19B05Z201278	PMGT	SURPLUS STORAGE
14	11656	05 CHEVY TRAILBLAZER	1GNDT13S752220458	PMGT	SURPLUS STORAGE
15	13092	08 CHEVY UPLANDER / FLOODED	1GNDV23W48D148999	PREC	SURPLUS STORAGE
16	13139	08 FORD EXPEDITION	1FMFU16548LA21074	SHER	SURPLUS STORAGE
17	13219	08 FORD EXPEDITION	1FMFU16568LA39981	IT	SURPLUS STORAGE
18	14687	11 NISSAN ARMADA	5N1AA0NC9BN611120	PMGT	SURPLUS STORAGE
19	14690	05 NISSAN ALTIMA	1N4BL11DX5N914800	SHER	SURPLUS STORAGE
20	14749	12 CHEVY TAHOE	1GNSK2E04CR326818	SHER	SURPLUS STORAGE
21	14847	12 DODGE CHARGER	2C3CDXAGXCH282920	SHER	SURPLUS STORAGE
22	14916	12 DODGE CHARGER	2C3CDXAG6CH305075	ANML	SURPLUS STORAGE
23	14917	13 FORD EXPLORER	1FM5K8B87DGB16063	SHER	SURPLUS STORAGE
24	15082	13 DODGE CHARGER	2C3CDXAG9DH648271	SHER	SURPLUS STORAGE
25	15084	13 DODGE CHARGER	2C3CDXAG7DH648270	SHER	SURPLUS STORAGE
26	15086	13 DODGE CHARGER	2C3CDXAG7DH648267	SHER	SURPLUS STORAGE
27	15087	13 DODGE CHARGER	2C3CDXAG3DH648265	SHER	SURPLUS STORAGE
28	15090	13 DODGE CHARGER	2C3CDXAG8DH648262	SHER	SURPLUS STORAGE
29	15091	13 DODGE CHARGER	2C3CDXAG6DH648261	SHER	SURPLUS STORAGE
30	15092	13 DODGE CHARGER	2C3CDXAG4DH648260	SHER	SURPLUS STORAGE
31	15093	13 DODGE CHARGER	2C3CDXAG8DH648259	SHER	SURPLUS STORAGE
32	15094	13 DODGE CHARGER	2C3CDXAG6DH648258	SHER	SURPLUS STORAGE
33	15112	13 CHEVY TAHOE	1GNSK2E06DR290602	SHER	SURPLUS STORAGE
34	15122	13 DODGE DURANGO	1C4RDJAG8DC678710	SHER	SURPLUS STORAGE
35	15126	13 DODGE DURANGO	1C4RDJAG3DC678713	SHER	SURPLUS STORAGE
36	15127	13 DODGE DURANGO	1C4RDJAG9DC678733	PMGT	SURPLUS STORAGE
37	15128	13 DODGE DURANGO	1C4RDJAGXDC678711	SHER	SURPLUS STORAGE
38	15131	13 DODGE DURANGO	1C4RDJAG2DC678735	SHER	SURPLUS STORAGE
39	15576	12 DODGE CHARGER	2C3CDXAT3CH236990	SHER	SURPLUS STORAGE
40	15798	12 DODGE CHARGER	2C3CDXAT5CH239955	SHER	SURPLUS STORAGE
41	15799	12 DODGE CHARGER	2C3CDXAT8CH236936	SHER	SURPLUS STORAGE
42	15801	12 DODGE CHARGER	2C3CDXAT9CH221166	SHER	SURPLUS STORAGE
43	15803	12 DODGE CHARGER	2C3CDXAT1CH239953	SHER	SURPLUS STORAGE
44	16066	14 DODGE CHARGER	2C3CDXAG4EH362183	SHER	SURPLUS STORAGE
45	16074	14 DODGE CHARGER	2C3CDXAG0EH362178	SHER	SURPLUS STORAGE
46	16076	14 DODGE CHARGER	2C3CDXAG0EH362181	SHER	SURPLUS STORAGE
47	16115	12 DODGE CHARGER	2C3CDXAT0CH236977	SHER	SURPLUS STORAGE
48	16116	12 DODGE CHARGER	2C3CDXAT5CH172581	SHER	SURPLUS STORAGE
49	16165	15 CHEVY CRUZE / FLOODED	1G1PA5SH9F7231421	PREC	SURPLUS STORAGE
50	16494	15 DODGE CHARGER	2C3CDXAG2FH901997	SHER	SURPLUS STORAGE
51	16497	15 DODGE CHARGER	2C3CDXAG6FH901999	SHER	SURPLUS STORAGE
52	16499	15 DODGE CHARGER	2C3CDXAG9FH902001	SHER	SURPLUS STORAGE
53	16500	15 DODGE CHARGER	2C3CDXAG0FH902002	SHER	SURPLUS STORAGE
54	16501	15 DODGE CHARGER	2C3CDXAG2FH902003	SHER	SURPLUS STORAGE
55	16502	15 DODGE CHARGER	2C3CDXAG4FH902004	SHER	SURPLUS STORAGE
56	16503	15 DODGE CHARGER	2C3CDXAG8FH902006	SHER	SURPLUS STORAGE
57	16504	15 DODGE CHARGER	2C3CDXAGXFH902007	SHER	SURPLUS STORAGE
58	16505	15 DODGE CHARGER	2C3CDXAG1FH902008	SHER	SURPLUS STORAGE
59	16507	15 DODGE CHARGER	2C3CDXAGXFH902010	SHER	SURPLUS STORAGE
60	16511	15 DODGE DURANGO	1C4RDJFG4FC953601	SHER	SURPLUS STORAGE
61	16518	15 DODGE DURANGO	1C4RDJFG7FC953608	SHER	SURPLUS STORAGE
62	17449	16 DODGE CHARGER	2C3CDXAG1GH347434	SHER	SURPLUS STORAGE
63	17517	17 CHEVY TAHOE	1GNSKDEC4HR225808	SHER	SURPLUS STORAGE
64	25363	20 DODGE DURANGO	1C4SDJFT1LC309838	SHER	SURPLUS STORAGE

65	None	02 FORD F150 4X4	1FTRX18L62KB99716	WMC TO WILLIAMSON COUNTY	
66	None	08 CHEVY 2500 4X4	1GCHK29K88E208882	WMC TO WILLIAMSON COUNTY	
		<b>PROCEEDS TO GO INTO DRUG FUND</b>			
67	None	99 Nissan Pathfinder, Gray	JN8AR05Y8XW320882	AWARDED TO WILLIAMSON CTY	
68	None	97 Ford F150, White	1FTDX1761VNA03402	AWARDED TO WILLIAMSON CTY	
69	None	93 Ford Thunderbird, Black	1FAPP6247PH201523	AWARDED TO WILLIAMSON CTY	
70	None	07 Toyota Avalon, White	4T1BK36B47U235819	AWARDED TO WILLIAMSON CTY	
71	17138	07 NISSAN VERSA FLEX	3N1BC13E47L351054	SHER	SURPLUS STORAGE
72	None	98 BMW 318i	WBACC032XWEK28145	AWARDED TO WILLIAMSON CTY	
73	None	09 Honda Civic	1HGFA16989L028807	AWARDED TO WILLIAMSON CTY	
74	None	02 Lexus ES300, Gold	JTHBF30G120040899	AWARDED TO WILLIAMSON CTY	
75	None	99 Mercury Sable, Gold	1MEFM50U2XG640712	AWARDED TO WILLIAMSON CTY	
76	None	98 Dodge Durango	1B4HS28Y6WF222211	AWARDED TO WILLIAMSON CTY	
		<b>TO BE SOLD AT HEAVY EQUIPMENT AUCTION</b>			
	11907	LOADER 1993 VOLVO BM	L50CP10211	AGPK	SURPLUS STORAGE
Furniture					
Books					
Exercise Equipment					
Mowing Tractor attachments					
Desk Accessories					
Misc					
		8/20/2021			

Resolution No.: 9-21-33  
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER  
INTO A LONG-TERM LEASE AGREEMENT WITH FRANKTOWN OPEN HEARTS FOR  
THE USE OF PROPERTY LOCATED ON GRANBURY STREET**

- WHEREAS,** Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property pursuant to *Tennessee Code Annotated, Sections 5-7-116, and 7-51-901 et. seq.*; and
- WHEREAS,** Williamson County owns unimproved real property located at 215 Granbury Street, Franklin, Tennessee, consisting of approximately 1.28 acres and listed as Tax Map 078J, Group B, Parcel 024.00 ("Property"); and
- WHEREAS,** Franktown Open Hearts ("Franktown") is a non-profit entity which assists inner-city youth through weekly vocational education and experience; and
- WHEREAS,** Franktown is looking for a new location to construct a facility to permit Franktown to expand the services it provides to inner-city youth; and
- WHEREAS,** Franktown is in the process of raising revenue to construct a new facility and has asked to use the Property due to its central location to the surrounding community to construct a new facility:
- WHEREAS,** the Williamson County Board of Commissioners have determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a long-term lease agreement with the Franktown:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of September, 2021, hereby authorizes the Williamson County Mayor to execute a long-term lease agreement and any future amendments or addendums with Franktown Open Hearts for the construction of a new facility on real property owned by Williamson County and located at 215 Granbury Street, Franklin, Tennessee, consisting of approximately 1.28 acres and listed as Tax Map 078J, Group B, Parcel 024.00.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

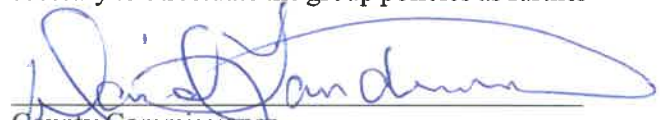
\_\_\_\_\_  
Date

LATE FILED  
Resolution No. 9-21-34  
Requested by: County Mayor's Office

**RESOLUTION APPROVING THE TERMS OF THE CONTRACT WITH ONEAMERICA  
FINANCIAL PARTNERS, INC. FOR EMPLOYEE VOLUNTARY BENEFITS AND  
AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE THE CONTRACT**

- WHEREAS,** Counties may provide group life, hospitalization, disability, and medical insurance for County employees, officials, certain retirees, spouses, and certain dependents in accordance with *Title 8, Chapter 27*; and
- WHEREAS,** the applicable statutes provide that a contract for group insurance coverage shall be presented to the county legislative body for approval by majority vote; and
- WHEREAS,** the Purchasing and Insurance Committee voted unanimously to recommend the proposal submitted by OneAmerica Financial Partners, Inc. ("OneAmerica"); and
- WHEREAS,** OneAmerica submitted the attached contract to be presented to the Williamson County Board of Commissioners for consideration; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to approve the contract and authorize the Williamson County Mayor to execute the contract submitted by OneAmerica:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of September, 2021, authorized the County Mayor to execute the contract and any amendments to the degree permissible by *Title 8, Chapter 27* with OneAmerica Financial Partners, Inc. and is directed to take all actions necessary to effectuate the group policies as further described in the attached contract.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

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

\_\_\_\_\_  
Date

Employee Assistance Program Services Election Form

American United Life Insurance Company®  
a ONEAMERICA™ company  
One American Square, P.O. Box 6123  
Indianapolis, IN 46206-6123  
1-800-553-5318  
www.oneamerica.com



In addition to insurance benefits provided by American United Life Insurance Company® (AUL), the employer has the option to elect an Employee Assistance Program (EAP). Employee Assistance Program (EAP) services are provided by ComPsych Corporation (ComPsych), an independent contractor located at NBC Tower, 455 N. Cityfront Plaza Drive, Chicago, IL 60611-5322.

An EAP is a confidential worksite based program designed to assist both employers and employees. An EAP provides assessment, counseling and referral for employees with personal problems as well as employer consultation on issues such as workplace violence, organizational change, critical incidents and conflict resolution. In addition, the EAP provides consultation and referral services for work-life issues including elder care, child care, legal and financial matters.

Policyholder Information

Company Name: Williamson County Aliases: \_\_\_\_\_  
Mailing Address: 1320 West Main St  
City: Franklin State: TN Zip Code: 37064  
Total Number of Employees: 6050  
Other zip codes where company offices are located: \_\_\_\_\_  
*(Note: For employers with multiple locations, please note number of employees located at each additional office location, i.e., 46206 (20 employees), etc.)*

Contact Information

Billing Contact: Jennifer De Cuir Phone Number: 6156283379  
Email Address: jenniferd@drurygroup.com Fax Number: 6157907585  
Human Resources Contact: Gina Crawford Title: Benefits Director  
Phone Number: (615) 595-1270 Email Address: gina.crawford@williamsoncounty-tn.gov

EAP Service Election (check only one plan):

- ☒ Free standard 3-session (must have at least 1 traditional and 1 other coverage, traditional or voluntary)
- ☐ Buy-up standard 3-session (must have at least 1 coverage, traditional or voluntary)
- ☐ Buy-up enhanced 6-session (must have at least 1 coverage, traditional or voluntary)

The employer agrees to:

1. Be responsible for the EAP service fees and remit those fees to AUL along with the insurance premium for a 3- or 6-session buy-up plan;
2. Be responsible for the payment of EAP service fees for the 3- or 6-session buy-up plan during any insurance policy grace period for which the Employer may be entitled;
3. Indemnify, defend, and hold harmless AUL, its officers, agents, and employees from all claims, damages and expenses arising from the employer's failure to carry out their responsibilities associated with its election of EAP services and any failure of ComPsych in carrying out their services;
4. Cover 100% of all employees employed by the employer and understand that EAP services under the 3- or 6-session buy-up plan are employer-paid.
5. Upon periodic renewal, provide an updated number of eligible employees under the employer group, understanding that their future billing will reflect this new employee count.

EAP services will terminate the earlier of:

1. The end of the coverage month for which the last fee payment is made for the EAP services for the 3- or 6-session buy-up plan;
2. The date the employer ceases active business operations or is placed in bankruptcy or receivership;
3. The end of the coverage month provided AUL has given at least 31 days prior written notice; or
4. The end of the coverage month provided the employer has given AUL at least 31 days prior written notice.

The employer's representative declares by his/her signature that he/she accepts and understands the provisions of this EAP program and that all information provided is true and correct to the best of his/her knowledge, and that he/she has the legal authority to sign this agreement on behalf of the employer.

Date: \_\_\_\_\_ Signature of Employer's Representative: \_\_\_\_\_

AUL Use Only

Policyholder Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
RGO/Account Manager: \_\_\_\_\_ RGO/Sales Representative: \_\_\_\_\_  
RGO: \_\_\_\_\_

# Administrative Options Election Form for Group Insurance Policyholders

- ☒ New Policyholder or  
☐ Existing Policyholder Change Request

Products and financial services provided by  
American United Life Insurance Company®  
a OneAmerica® company  
One American Square, P.O. Box 6123  
Indianapolis, IN 46206-6123  
1-800-553-5318  
www.employeebenefits.aul.com



## New Policyholder Information (Please Print)

Legal Name of Employer: Williamson County

## Existing Policyholder Information (Please Print)

1. Legal Name of Policyholder: \_\_\_\_\_  
2. Policyholder #: \_\_\_\_\_ 3. Proposed Effective Date of Change: \_\_\_\_\_

**All elections on this form must be made by a New Policyholder. Existing Policyholders should only make elections for items to be changed.**

## Billing Information and Elections

1. Mailing Address for Billing Option Selected: 1320 West Main St, Franklin TN 37064

2. Employee Administration, Billing Options & Responsibilities (elect one):

☒ **Option 1 – Self (Summary) Bill**

Policyholder, Policyholder's Administrator, or producer solely maintains all employee and premium administration. Policyholder or producer will submit to American United Life Insurance Company® (AUL) a summary of coverage with premium payment, and provide any back up requested by AUL to validate premium.

Maintained by: ☐ Policyholder ☐ Producer ☒ Policyholder's Administrator

If utilizing electronic enrollment system, indicate Vendor Name: Selerix

Policyholder responsibilities include, but are not limited to:

- Maintaining **all** administrative and premium records related to employee enrollments, changes and terminations.
- Providing online Evidence of Insurability guide or submit Statement of Insurability forms for employees requiring medical underwriting, if applicable.
  - Upon receipt of approval from AUL, which will include new coverage amount and effective date, Policyholder is responsible for recalculating premium as needed.
- Calculating premium owed to AUL and remitting premium along with a supporting Summary Bill which includes the following:
  - Total number of employees covered for each benefit;
  - Total coverage volume for each benefit; and
  - Total premium amount being submitted for each benefit.

☐ **Option 2 – List Bill**

Policyholder elects to use iBill, AUL employee benefits' internet billing system, for employee benefit and premium administration. A list bill containing employee, coverage, and premium is included.

Choose one: ☐ AUL generates and mails list bill  
☐ Policyholder generates list bill

Policyholder responsibilities include, but are not limited to:

- Providing online Evidence of Insurability guide or submit Statement of Insurability forms for employees requiring medical underwriting, if applicable.
  - Upon receipt of approval from AUL, which will include new coverage amount and effective date, Policyholder is responsible for recalculating premium as needed.
- Adding new employees and maintaining enrollment and beneficiary information.
- Processing all employee changes (salary changes, terminations, etc.).
- Remitting premium to AUL based on list bill provided.

☐ **Option 3 – Third Party Administrator (TPA)**

TPA solely maintains all employee and premium administration pursuant to AUL Contract provisions. If TPA will collect or handle premium, then TPA must be licensed as required by state law and TPA license number must be provided.

☐ TPA will collect premium

If checked, is there a written agreement between TPA and policyholder? ☐ Yes ☐ No

☐ TPA has been previously approved by AUL? ☐ Yes ☐ No

Producer TPA License # \_\_\_\_\_

3. Billing Frequency:

Months to Skip:

☒ Monthly

NA

☐ 8thly (8 bills per year)

☐ 9thly (9 bills per year)

☐ 10thly (10 bills per year)

☐ 11thly (11 bills per year)

4. Payment Method:

☒ Check or ACH/Wire Transfer (push payment to AUL)

☐ ACH – AUL Initiated (AUL pulls payment from Policyholder Account) – Automatic Payment Authorization Form required

NOTE: Credit card payments are accepted with an additional fee. AUL cannot keep credit card information on file.

5. Policyholder authorizes AUL to communicate confidential information (health, financial, or other personal identifiable information) to the following parties to service the policy and administer claim(s):

☒ Administrator

☒ Producer/Broker

☐ Third Party Administrator

☐ Other Service Provider(s)

**Contact Information**

**Operations Contacts:**

☐ Check the box if the contact provided can be used for all options.

	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Billing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administrative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of Insurability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Claims Contacts:**

☐ Check the box if the contact provided can be used for all options.

	<u>Name</u>	<u>Email</u>	<u>Phone</u>
General Claims	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Claim Reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax Reporting &	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanation of Benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Tax Reporting Services for Disability Coverage

### Tax Reporting Services for Worksite Long Term Disability, Traditional Short Term and Worksite Short Term Disability Coverage:

For benefits paid under these coverages, please select one of the tax reporting service options below offered by AUL:

**Option 1** ☐ All ☐ Worksite STD ☐ Worksite LTD ☐ Traditional STD

AUL will deduct and deposit with the IRS employee FICA, if any, and supply the policyholder with periodic and annual benefit payment and tax withholding reports.

**Employer is responsible and liable for:**

- IRS Form W-2 preparation;
- Employer matching FICA taxes; and
- All withholding, depositing, and reporting obligations not shown above.

**Option 2** ☒ All ☒ Worksite STD ☒ Worksite LTD ☐ Traditional STD

AUL will deduct and deposit with the IRS employee FICA, if any, prepare and issue IRS Form W-2 only, and supply the policyholder with periodic and annual benefit payment and tax withholding reports.

**Employer is responsible and liable for:**

- Employer matching FICA taxes
- All withholding, depositing, and reporting obligations not shown above.

**Option 3** ☐ All ☐ Worksite STD ☐ Worksite LTD ☐ Traditional STD

AUL will deduct and deposit with the IRS employee FICA, if any, pay Employer FICA portion, if any, prepare form 941 or 944, and prepare and issue IRS Form W-2.

**Employer is responsible and liable for:**

- All withholding, depositing, and reporting obligations not shown above.

### Tax Reporting Services for Traditional Long Term and Lump Sum Disability Coverages:

For benefits paid under these coverages, AUL will deduct and deposit with the IRS employee FICA, if any, pay Employer FICA portion, if any, prepare form 941 or 944, and prepare and issue IRS Form W-2.

**Employer is responsible and liable for:**

- All withholding, depositing, and reporting obligations not shown above.

**Note For All Products:** Any tax reporting services will be performed pursuant to IRS Publication 15-A ([www.irs.gov/pub/irs-pdf/p15a.pdf](http://www.irs.gov/pub/irs-pdf/p15a.pdf)) and AUL is not considered the employer's agent.

## ERISA Plan Information

Is your plan governed by or subject to ERISA? ☐ Yes ☒ No ☐ Unknown

**Note:** This question is requested in order for AUL to comply with Employee Benefit Claims Process and Appeals Procedures according to federal and state regulations. If the Policyholder is not aware if the group is ERISA governed, AUL shall elect to follow ERISA guidelines until communicated otherwise to AUL by the Employer.

Policyholder Representations and Signature

The undersigned, acting as the Authorized Representative of the policyholder, hereby requests the above information and selections be shown in AUL's policyholder records.

The policyholder agrees to the terms, conditions, guidelines, and responsibilities outlined in the Administrative Guide and to withhold and/or pay the amount of premiums required for the coverage approved by AUL, including any premium increases due to age bracket changes or changes in insurance, when applicable. Premium payments greater than the amount of premiums owed, for individuals or entities not approved for coverage, will not result in additional coverage under AUL's policy.

The policyholder understands if it utilizes a third party to provide administrative services and/or collect premium for AUL's contracts, the policyholder agrees, as a condition precedent to utilizing the third party to perform such services, it will be subject to and comply with the terms and conditions of the Administrative Services Agreement located under the forms & tools section at [www.employeebenefits.aul.com](http://www.employeebenefits.aul.com), ("Administrative Services Agreement"). Policyholder represents and warrants it has read, understands, has retained a copy for its records, and will abide by the terms and provisions of Administrative Services Agreement.

The policyholder understands and agrees to diligently and promptly: 1) distribute copies of insurance contracts and notices to eligible participants indicating the date coverage begins and terminates; 2) instruct eligible participants to refer to their certificates or evidence of coverage to determine their rights, if any, that are available to them, while they are covered and upon their termination; and 3) distribute any forms and information needed to file claim, billing, administration, and underwriting requests.

The policyholder represents any information or documents provided to AUL by the undersigned prior to and after the date of the application for insurance and the facts and other matters contained in the foregoing are true and accurate to the best of the undersigned's knowledge and belief.

The policyholder understands and agrees: 1) any insurance coverage or benefit is contingent upon any statement made to AUL as being complete and correct, and 2) benefits under any policy will be paid only if AUL or its third party administrator for disability claims decides in its discretion the applicant is entitled to them.

\_\_\_\_\_  
*Signature of Authorized Representative*  
  
Rogers Anderson  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*  
  
County Mayor  
\_\_\_\_\_  
*Title/Position*

#### **Fraud Warnings (For use in AL, AR, DC, LA, NM, TX and WV)**

- Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- **Alaska:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
- **Arizona:** For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.
- **California:** For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- **Colorado:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment or fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.
- **Delaware, Idaho, Indiana, Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any statement of claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- **Florida:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- **Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of a claim or an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- **Maine, Tennessee, Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- **Maryland, Rhode Island:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
- **New Hampshire, Ohio:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud.
- **New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
- **Oregon:** Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.
- **Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or any other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.
- **Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Application/Subscription Agreement for Group Insurance ("Application")

Products and financial services provided by American United Life Insurance Company a OneAmerica® company One American Square, P.O. Box 6123 Indianapolis, IN 46206-6123 1-800-553-5318 www.employeebenefits.aul.com



General Information (Please Print)

1. Legal Name of Employer: Williamson County

2. Street Address (location of primary office): 1320 West Main St

City: Franklin State: TN Zip: 37064

3. Mailing Address (if different from above):

City: State: Zip:

4. State of Employer's Principal Place of Business: Tennessee

\*Unless otherwise governed by ERISA, this state's laws shall govern the policy.

Business Information (Please Print)

1. Nature of Business Operations: County Government 2. SIC: 8211

3. Date Business Operations Began: 1799 4. Federal Tax ID#: 62-6000913

5. Business is Organized as (Select One): ☐ Corporation ☐ Partnership ☐ LLC ☐ Union ☐ Other: Government/School

6. Financial Risk (If Yes to any question please explain below.)

a. Has Applicant ever filed for bankruptcy, or will bankruptcy be filed within the next year? ☐ Yes ☒ No

b. Will Applicant cease or materially reduce active business operations within the next two (2) years? ☐ Yes ☒ No

c. Is Applicant's revenue dependent upon government contracts or private grants? ☐ Yes ☒ No

Explanation:

Affiliate and/or Subsidiary Information (Please Print)

Identify any affiliates and/or subsidiaries to be included. Employees will be insured under the policy only if the affiliate or subsidiary is identified below and approved by American United Life Insurance Company® (AUL). (If more space is needed, please attach a separate page.)

Name	Address (if different)	Nature of Business Operations	% Owned by Applicant

Requested Coverage Information (Please Print)

1. Requested Policy Effective Date (mm/dd/yy): 01/01/2022
- (NOTE: Group life/disability insurance coverage is not effective until AUL has received payment of the required premium and has provided written approval of the application to Employer.)
2. Employer Anniversary Date (mm/dd): 01/01
3. Does Applicant have any other AUL group insurance policies in force?

☐ Yes ☒ No
4. Will any portion of AUL coverage supplement similar coverage that is currently or will be in force?

☐ Yes ☒ No
5. Will any portion of AUL coverage replace similar coverage?

☒ Yes ☐ No

If Yes to 4 or 5, please provide additional information in the space below and provide a copy of each existing contract that could or will be replaced by or supplement AUL coverage.

Coverage(s)	Carrier	Termination Date
Basic Life, Vol Term Life, Vol LTD	New York Life	12/31/2021
Vol STD	Aflac	12/31/2021

6. Requested Group Insurance Coverage:

	Eligible Classes	Proposal #
<input checked="" type="checkbox"/> Term Life and AD&D		
<input checked="" type="checkbox"/> Dependent Term Life and AD&D		
<input checked="" type="checkbox"/> Voluntary Term Life and AD&D		
<input checked="" type="checkbox"/> Voluntary Dependent Term Life and AD&D		
<input type="checkbox"/> Short-Term Disability		
<input type="checkbox"/> Long-Term Disability		
<input type="checkbox"/> Lump Sum Disability		
<input checked="" type="checkbox"/> Worksite/Voluntary Disability (Short-Term)		
<input checked="" type="checkbox"/> Worksite/Voluntary Disability (Long-Term)		
<input type="checkbox"/> CorePlus STD		
<input type="checkbox"/> CorePlus LTD		
<input type="checkbox"/> Supplemental Term Life and AD&D		

**DISCLOSURE:** The Employer understands that if the Mandatory Rehabilitation Program is elected under an AUL group disability contract, a disabled Employee will be bound to the terms of the Program. The Employee will not receive benefits if he/she does not adhere to the Program AUL determines is appropriate for his/her Disability and that has been approved by the Employee's Physician.

**Eligibility and Effective Date Information (Please Print)**

NOTE: If requirements will vary by coverage or class, please explain in **Special Considerations** section on page 5.

1. **International Employees:** Will ALL eligible Employees be working or residing inside the United States? ☒ Yes ☐ No

If No, please indicate in **Special Considerations** the country, number of eligible Employees there, their citizenship and expected return date.

2. **Exclusions:** Are there any class(es) of employees that will not be offered coverage under the AUL Contract? ☐ Yes ☒ No

If Yes, please explain: \_\_\_\_\_

3. **Term Life Insurance Coverage only:** Will retirees be offered coverage under the AUL Contract? ☒ Yes ☐ No

4. **Disability Insurance Coverage only:**

- a. **State Mandated Plans:** Are there any Eligible Employees working and/or residing in CA, HI, NJ, NY, RI, or PR? ☐ Yes ☒ No

If Yes, please indicate below the state, number of Eligible Employees in that state, and number currently insured under the state mandated disability plan.

- b. **NOT ACTIVELY AT WORK:** Are any Employees currently not Actively at Work due to Disability? ☒ Yes ☐ No

(NOTE: Employees not Actively at Work on the Coverage Effective Date may not be eligible for coverage with AUL. Please have any such employees contact your prior carrier to determine their right to continue coverage.)

5. **New Hire Waiting Period:**

Life:

☐ 0 calendar days ☐ 30 calendar days ☐ 60 calendar days ☐ 90 calendar days ☒ Other 31 days

Disability:

☐ 0 calendar days ☐ 30 calendar days ☐ 60 calendar days ☐ 90 calendar days ☒ Other 31 days

6. **Effective Date of Coverage:** ☒ Immediate after Waiting Period ☐ 1st of Coverage Month after Waiting Period

7. **Initial Enrollment Period:**

**Term Life Insurance Coverage:**

Present Employees (Eligible Employees hired before the Policy Effective Date):

from: Oct 1 2021 to: Oct 31 2021 (enrollment period must occur on or prior to Policy Effective Date)

New Employees (Eligible Employees hired on or after the Policy Effective Date):

31 days after completing Waiting Period

**Disability Insurance Coverage:**

Present/Initial Employees (Eligible Employees that have completed the Waiting Period before the Policy Effective Date):

from: Oct 1 2021 to: Oct 31 2021 (enrollment period must occur on or prior to Policy Effective Date)

New Employees (Eligible Employees hired on or after the Policy Effective Date OR Eligible Employees that have not completed the Waiting Period for a Present/Initial Employee before the Policy Effective Date):

31 days after completing Waiting Period

8. **Effective Date for changes in the amount of insurance resulting from a salary change:**

☐ 1st of Coverage Month on or after change ☒ Other Policy Anniversary

9. **Effective Date for changes in the amount of premium resulting from an age change:**

☒ Policy Anniversary ☐ 1st of Coverage Month on or after change

## Earnings Definition

**NOTE:** If requirements will vary by coverage or class, please explain in **Special Considerations** section on page 5.

**Earnings Determination Date:** Amount of group life and/or disability insurance coverage will be based upon earnings **as last reported** in writing to and approved by AUL. In no event will the amount of earnings used to calculate benefits under the AUL Contract exceed the lesser of: (a) the amount approved by AUL; (b) the amount shown in the Employer's payroll records; or (c) the amount for which premium has been paid.

**Base Salary will be based on:**

- ☐ Base Salary (ABS) only
- ☐ Base Salary, plus Commissions averaged for last 36 months
- ☐ Base Salary, plus Bonuses averaged for last 36 months
- ☐ Base Salary, plus Commissions and Bonuses averaged for last 36 months
- ☐ Base Salary, plus Plan Contributions & Overtime averaged for 12 months/52 weeks
- ☐ Base Salary, plus Overtime averaged for 12 months/52 weeks
- ☐ Partnership, Schedule K-1 Earnings
- ☐ S-Corp Owners, W-2 with Plan Contributions & K-1 Earnings
- ☐ S-Corp Owners, W-2 without Plan Contributions & K-1 Earnings
- ☐ S-Corp Owners, K-1 Earnings Only
- ☐ Sole Proprietor
- ☐ Teacher's Base Salary
- ☒ W-2 Earnings with Plan Contributions
- ☐ W-2 Earnings without Plan Contributions
- ☐ 1099 Employee

## Administrative Information

**1. Individual Terminations:**

a. For Disability insurance coverage, the termination date will be immediate.

b. For Term Life insurance coverage, the termination date will be:

- ☒ Immediate   ☐ End of Coverage Month of Employee termination

**2. For 100% employer paid disability coverage:**

a. **IRS Revenue Ruling 2004-55 information:** Do Employees have the option of irrevocably electing premiums to be paid by and reported by the Employer to the IRS as paid pre- or post-tax for the following coverage?

Short-Term Disability: ☐ Yes   ☐ No   Long-Term Disability: ☐ Yes   ☐ No   Lump Sum Disability: ☐ Yes   ☐ No

b. **Employer Gross-up:** Are premiums paid by the Employer included in Employee's gross income and reported to the IRS for the following coverage?

Short-Term Disability: ☐ Yes   ☐ No   Long-Term Disability: ☐ Yes   ☐ No   Lump Sum Disability: ☐ Yes   ☐ No

**3. Premium:**

Amount of premium paid with Application *(if any)*: \_\_\_\_\_

**Fraud Warning**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and may be subject to penalties under state law.

**Disclosure**

**Arbitration Disclosure for AUL Contracts**

*Arbitration is allowed only if permitted by the laws of the state governing the Contract.*

- Coverage under the policy may include a binding or non-binding arbitration agreement.
- The arbitration agreement requires that any disagreement related to the contract must first be resolved by arbitration and not in a court of law.
- The results of the arbitration may be final and binding on all parties.
- In an arbitration, an arbitrator, who is an independent neutral party, gives a decision after hearing the positions of the parties.
- Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator normally is not reviewable in court by a judge and jury.

## Employer Acknowledgements and Signature

### The undersigned Employer understands and agrees:

- that the policy, the enrollment forms of the individuals, this Application, and any amendments made from time to time constitute the entire contract ("Contract");
- to engage AUL to offer group insurance coverage(s) to eligible participants as set forth in the policy and also to provide standard administrative services to participants in connection with the group insurance product(s), all in accordance with the terms and conditions of the Contract and as outlined in AUL's written guidelines, Administrative Guide Administrative Options Election Form and any applicable Administrative Agreement, and applicable laws;
- that no descriptive brochures, advertising materials and other promotional materials relating to AUL and the Contract will be disseminated without the prior written approval of AUL;
- to distribute notices to eligible participants indicating the date coverage begins and terminates; to instruct eligible participants to refer to their certificates or evidence of coverage to determine their rights, if any are available to them while covered and upon termination; and to distribute any forms and information needed to file claims or respond to billing, administration, and underwriting requests;
- to endorse and sponsor the group insurance product(s) established pursuant to this Application. AUL and its representative(s) shall be the claims administrator for the group life and disability insurance product(s) and are not fiduciaries of the employee welfare benefit plan;
- that only the AUL Home Office and AUL authorized Claim Administrators have the authority to determine insurability, eligibility for benefits, the effective date of insurance coverage, the amount of benefits owed, the amount of insurance coverage, to interpret and administer any of the requirements set forth in the Contract and to amend the Contract by signature of the duly authorized President or Secretary of AUL. To the extent permitted by applicable state law, benefits under the Contract will be paid only if AUL decides in its discretion the applicant is entitled to them;
- the basis for approval or disapproval of coverage by AUL is the information provided by the Employer, the participant, within application forms/enrollment forms, and within any requested medical information, if necessary. Coverage will be considered null and void as of the effective date if the Employer or participants fail to furnish information which AUL may reasonably require;
- that AUL will not be liable for claims or losses incurred after failure to pay the correct amount of premium and/or the termination of coverage. Collecting and paying premium for coverage not approved by AUL and/or beyond the termination date will result in the Employer's sole liability for the benefits for which the premiums have been collected and/or paid;
- that, to the extent permitted by state law, any controversy or claim arising out of or relating to this Application, the sale, solicitation, or receipt of any coverage, or its breach thereof whether in tort, contract, breach of duty (including but not limited to) any alleged fiduciary, good faith, and fair dealing duties, shall be first decided by non-binding arbitration in accordance with the Federal Arbitration Act, the procedures of the commercial arbitration rules of the American Arbitration Association, and this Contract. The Court of Arbitrators, which is to be held where the employer's home office is domiciled, shall consist of three (3) qualified arbitrators familiar with group insurance products;
- that, to the extent permitted by state law, Employer does hereby indemnify, hold harmless, and agrees to defend AUL, its officers, directors, employees, and agents, from and against any and all claims, liabilities, payments, demands, causes of action, damages, suits or costs of any kind that may be brought against AUL, whether at law or in equity arising from or caused by any acts or omissions of Employer and/or its representatives that may arise in connection with the Contract excepting those claims, damages or liabilities that arise as a result of the breach by AUL of its obligations under this Application and Contract. The indemnity obligation contained in this paragraph shall survive and be fully enforceable after the termination of the Contract;
- that AUL does hereby indemnify, hold harmless, and agrees to defend Employer, its officers, directors, employees, and agents, from and against any and all claims, liabilities, payments, demands, causes of action, damages, suits or costs of any kind that may be brought against Employer, whether at law or in equity arising from or caused by any acts or omissions of AUL and/or its representatives that may arise in connection with the Contract excepting those claims, damages or liabilities that arise as a result of the Employer's breach of its obligations under this Application and the Contract. The indemnity obligation contained in this paragraph shall survive and be fully enforceable after the termination of the Contract;
- that the Employer and AUL are, and will remain, independent contractors. Nothing shall be construed as making the parties joint venturers or as creating a relationship of employer and employee, master and servant, or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. In the event the Employer amends the Contract and/or offers increased or reduced benefits inconsistent with the Contract without first obtaining written authorization from AUL, AUL shall have no legal obligation or responsibility for payment of any increased or reduced benefits inconsistent with the Contract.

**Employer Acknowledgements and Signature – continued**

**The undersigned Employer acknowledges:**

- that the producer has informed the Employer that he/she is compensated for the sale of group life and disability insurance products by AUL, and that he/she may receive, or his/her organization/agency may receive, compensation based, in part, on the persistency or profitability or premium volume or total volume of assets or deposits of the business sold by the producer for AUL, including the product(s) being applied for by the Employer. The producer has also informed the Employer that his/her compensation may be included, directly or indirectly, in the premiums or fees for the product(s) being purchased by the Employer. These disclosures were made at the time of application and, therefore, prior to the purchase of the product(s);
- that unless otherwise governed by ERISA, the state laws of the Employer's principal place of business shall govern the policy;
- that the proposal outlining the terms and conditions of the coverage being offered by AUL is incorporated by reference. If there is any conflict between the provisions expressly contained in this document, the proposal, the underlying Contract, and/or any other document, then the provisions expressly stated in the Contract shall govern. The terms and conditions of the proposal, this document, and the Contract may be modified, supplemented, amended or revised only in writing by AUL. All previous agreements and understandings, written or oral, between the parties as to the subject matter hereof are superseded;
- (if applicable) that it will adopt, subscribe to, and be bound by the American United Life Group Insurance Trust ("Trust"), agrees that the Trustee shall function as the policyowner, and that upon AUL approval, the Employer will become a Participating Unit in the Trust;
- that the Employer represents and warrants to AUL that, as of the Signature Date, (a) it has all power and authority to execute and deliver this Application and to perform its obligations hereunder, (b) no consent, approval or authorization from any agent is required in connection with Employer's execution, delivery, and performance of this Application, except such as have been obtained and are in full force and effect, (c) the execution, delivery and performance of this Application by Employer will not violate any relevant law, regulation, contract, court order, or ruling applicable to Employer to the best of its knowledge, (d) any information or documents provided to AUL by Employer prior to and after the Signature Date and the facts and other matters contained in the foregoing are true and accurate to the best of Employer's knowledge and belief;
- and accepts the terms and provision of the Contract, including its exhibits, riders, endorsements or amendments, if any.

Authorized Signature: \_\_\_\_\_ Title: County Mayor

Printed Name: rogers Anderson Signature Date: \_\_\_\_\_

**Producer Statement & Signature**

I have complied with all applicable laws, AUL underwriting guidelines, and have accurately and fully explained to the Employer, the coverage and terms/conditions of the group insurance coverage. I have informed the Employer that I am compensated for the sale of the group life and disability insurance product(s) by AUL. Further, I have informed the Employer that I may receive, or my organization/agency may receive, compensation based, in part, on the persistency or profitability or premium volume or total volume of assets or deposits of the business sold by me for AUL, including the product(s) being applied for by the Employer. I have also informed the Employer that this compensation may be included, directly or indirectly, in the premiums or fees for the product(s) being issued to the Employer. These disclosures are being made at the time of application, and therefore, prior to the issuance of the product(s).

**Agent of Record**

Signature: \_\_\_\_\_ Title: President

Printed Name: Charles Pareigis Date: 9/2/2021

Producer/Agent License issued in: TN Producer/Agent License Number: \_\_\_\_\_

**For Home Office Use ONLY**

**ACCEPTANCE OF APPLICATION**  
*Complete for direct coverages only.*

This Application has been reviewed by AUL's Group Underwriting Department and has been approved for group life and/or disability coverage effective \_\_\_\_\_.

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

LATE FILED  
Resolution No. 9-21-35  
Requested by: County Mayor

**RESOLUTION RATIFYING CERTAIN TEMPORARY PERSONNEL POLICIES  
NECESSITATED BY COVID-19**

**WHEREAS,** the Williamson County Personnel Policy Manual contains leave policies that address paid vacation leave, paid sick leave, and Family and Medical Leave; and

**WHEREAS,** Tennessee Code Annotated § 5-23-104 requires that certain personnel policies for County employees, including those related to vacation leave, sick leave, and family and medical leave, be in writing and approved by legal counsel, and that the County Mayor and Board of Commissioners provide for the adoption of such policies to govern all county employees except those employed by an elected official who has opted out of the policies and adopted separate policies; and

**WHEREAS,** no elected official has opted out of the vacation leave, sick leave, or family and medical leave policies adopted by the Board of Commissioners, and therefore, all Williamson County employees are governed by such policies; and

**WHEREAS,** as a result of the continued COVID-19 pandemic, it has been necessary to adopt an interim, temporary policy to address special emergency leave for employees who have received a positive COVID-19 diagnosis;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting in regular session this 13th day of September, 2021, approves up to ten (10) days of additional paid leave to be utilized by any full-time employee who is required to remain out of work due to a confirmed diagnosis of COVID-19 with a positive PCR test or a healthcare provider note with a diagnosis of COVID-19. The conditions stated above are the only conditions that qualify for this additional paid leave.

**AND BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon passage, the public welfare requiring it, and shall remain effective through the end of the fiscal year, expiring on June 30, 2022, unless otherwise extended by this body.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

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

\_\_\_\_\_  
Date