

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

Resolution 14-03

**A RESOLUTION TO AMEND AN INTERLOCAL AGREEMENT WITH
WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the Town of Nolensville Board of Mayor and Aldermen and the Williamson County Board of Commissioners have a common goal to provide its citizens with an excellent, first-rate public school system; and,

WHEREAS, to continue and acknowledge the joint cooperation the Town passed Resolution 7-10, on September 6, 2007, entering into an Interlocal Agreement with Williamson County participating in the funding of future school facilities and ventures within the town boundaries; and,

WHEREAS, within the Interlocal Agreement guidelines are set forth for the receipt, expenditure and accounting of the funds; and,

WHEREAS, the Town has made a request to Williamson County to spend a portion of the funds from the account known as the Williamson County 30% Tax Fund to provide trails and matching grant expenses connecting Nolensville Elementary School to focal points in Nolensville; and,

WHEREAS, Williamson County has provided an amendment to the Interlocal Agreement entered into by Resolution 7-10 on September 6, 2007; and,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

Section 1: The Mayor is authorized to enter into an agreement with Williamson County amending an Interlocal Agreement to expend funds from the Williamson County 30% Tax Fund collected by Williamson County within the Town Of Nolensville, Tennessee.

Section 2: The said agreement is attached and is made a part of this resolution by this reference.

RESOLVED this 9th day of January 2014

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

**ADDENDUM A
TO THE INTERLOCAL AGREEMENT FOR THE JOINT PARTICIPATION
IN THE FUNDING OF FUTURE SCHOOL FACILITIES BY USE OF RECEIPTS
RECEIVED FROM THE ADEQUATE SCHOOL FACILITIES TAX**

This Addendum is made on this _____ day of _____, 2014, by and between the TOWN OF NOLENSVILLE, ("Town"), and WILLIAMSON COUNTY, TENNESSEE, ("County"), and is executed to amend the terms concerning the use of funds received through the Adequate School Facilities Tax ("Tax").

- WHEREAS,** County and Town are Tennessee governmental entities with the authority, pursuant to Tenn. Code Ann. § 12-9-104, to enter into interlocal agreements for the joint cooperation and funding of public facilities;
- WHEREAS,** Williamson County assesses a privilege tax of \$1.00 on new residential construction pursuant to the Tax codified as Private Acts of 1987, Chapter 113;
- WHEREAS,** Section 9 of the Private Act provides those municipalities that have adopted a capital improvement program to receive a portion of the Tax to be used strictly for public capital projects related to growth;
- WHEREAS,** the interlocal agreement restricts the use of the Town's portion of the revenue for educational purposes to assist the County for costs associated with construction, renovation or expansion of school facilities;
- WHEREAS,** the Town intends to use a portion of the funds to pay for the Small Town Connections Project which when completed will connect Nolensville Elementary School, Nolensville Park, Practice Soccer Fields, Recreation Center, and the Community Center to the Town Center;
- WHEREAS,** the parties have agreed to continue to be bound by all provisions of the interlocal agreement which do not conflict with this Addendum; and
- WHEREAS,** it is for these reasons that the parties agree that should any terms in the interlocal agreement conflict with this Addendum, the terms in this Addendum shall prevail.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that the restrictions on the expenditure of revenue received by the Town from the collection of the Tax be temporarily lifted to provide the Town the authority to withdraw an amount as agreed upon by the parties, not to exceed \$153,400.00, to complete the Small Town Connection Project. At the termination of this Addendum the restrictions on the expenditure of revenue received through collection of the Tax shall be reinstated and the use of the remaining revenue and future revenue shall be limited pursuant to the restrictions contained in the interlocal agreement unless otherwise agreed in writing by the parties.
2. This Addendum shall become effective on the date it is fully executed and shall continue until June 30, 2014 unless otherwise terminated by the agreement of the parties.
3. All other terms included in the Agreement which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the _____ day of _____, 2014.

WILLIAMSON COUNTY, TENNESSEE

Rogers Anderson, County Mayor

Attest: _____

County Attorney

TOWN OF NOLENSVILLE

Town Mayor

Attest: _____

Town Attorney