

**AGENDA**  
**WILLIAMSON COUNTY BOARD OF COMMISSIONERS**  
**Monday, October 13, 2025 – 6:00 p.m.**

**I. OPEN COURT**

**II. INVOCATION & PLEDGE TO FLAG**

**III. ROLL CALL**

**IV. APPROVAL OF MINUTES** of the regular September 8, 2025 County Commission Meeting  
(Copies were mailed to each member of the County Commission)

**V. CITIZEN COMMUNICATION**

**VI. COMMUNICATIONS & MESSAGES**

*Proclamation Proclaiming October as Breast cancer Awareness Month – Mayor Rogers Anderson*

*Proclamation Proclaiming October as Recovery Court Month – Mayor Rogers Anderson*

**VII. REPORTS OF COUNTY OFFICES** – Department Heads should be prepared to make a verbal report and answer questions, upon request.

- a. County Mayor – Rogers C. Anderson
- b. W.C. Schools – Jason Golden, Director of Schools
- c. Hospital Report – Phil Mazzuca, CEO, Williamson Medical Center
- d. Health Report – Cathy Montgomery, County Health Director
- e. Highway Report – Eddie Hood, Superintendent
- f. Agriculture Report – Matt Horsman, Extension Leader
- g. Parks & Recreation Report – Gordon Hampton, Director
- h. Office of Public Safety – Conner Scott, Director
- i. Budget Committee – Chas Morton, Chairman
- j. Education Committee –
- k. Finance (Investment) Committee – Rogers Anderson, Chairman
- l. Human Resources Committee – Judy Herbert, Chairman
- m. Law Enforcement/Public Safety Committee – Tom Tunnicliffe, Chairman
- n. Municipal Solid Waste Board – Ricky Jones, Board Member
- o. Parks & Recreation Committee – Drew Torres, Chairman
- p. Property Committee – Ricky Jones, Chairman
- q. Public Health Committee – Barbara Sturgeon, Chairman
- r. Purchasing & Insurance Committee – Sean Aiello, Chairman
- s. Rules Committee – Brian Clifford, Chairman
- t. Steering Committee – Paul Webb, Chairman
- u. Tax Study Committee –

Any other Committee wishing to report may do so at this time.

**VIII. ELECTIONS & APPOINTMENTS**

**COUNTY MAYOR:**

**Education Impact Fee Task Force**

Three Year Terms, Expiring 10/28

**Terms Expiring**

Judy Herbert  
Jennifer Mason  
Steve Smith  
Paul Webb  
Matt Williams

**Nomination**

Chas Morton  
Guy Carden  
Betsy Hester  
Paul Webb  
Tom Tunnicliffe

**COUNTY COMMISSION:**

**IX. CONSENT AGENDA (Reference Attachment, if applicable)**

**X. UNFINISHED BUSINESS**

**Resolution No. 10-25-1** (formerly Resolution No. 9-25-37), Resolution Authorizing the Williamson County Mayor to Approve an Addendum to Extend the Conference Center Operating Agreement With Carothers Hotel Partners, LLC for the Continued Operation of the Conference Center at Cool Springs - Commissioner Morton

**XI. NEW BUSINESS**

**1) ZONING**

**2) APPROPRIATIONS**

**Resolution No. 10-25-2**, Resolution Appropriating and Amending the 2025-26 Public Transportation Capital Projects Budget by \$100,000 – Revenues to Come From Reserve Account / County General Fund Balance – Commissioner Morton

**Resolution No. 10-25-3**, Resolution Appropriating and Amending the 2025-26 Health Department Budget by \$85,072.39 for Salary Costs not Covered in Local Health Services Contract – Revenues to Come From Unappropriated County General Fund Balance – Commissioner Morton

**Resolution No. 10-25-4**, Resolution Appropriating and Amending The 2025-26 Williamson County DUI Recovery Court by \$95,941.36 for the Tennessee Opioid Abatement Council Funds – Revenues to Come From Rollover Federal Grant Funds – Commissioner Tunnicliffe

**Resolution No. 10-25-5**, Resolution Authorizing a Grant Contract Between Williamson County, Tennessee and the Tennessee Department of Health and Human Services on Behalf of the Williamson County General Sessions DUI Court and Amending the 2025-26 DUI Court Budget by \$363,876 – Revenues to Come From Grant Funds – Commissioner Tunnicliffe

**Resolution No. 10-25-6**, Resolution Authorizing a Grant Contract Between Williamson County, Tennessee and the Tennessee Department of Health and Human Services on Behalf of the Williamson County General Sessions Veterans Treatment Court and Amending the 2025-26 Veterans Treatment Court Budget by \$383,642 – Revenues to Come From Grant Funds – Commissioner Tunnicliffe

**Resolution No. 10-25-9**, Resolution Accepting a Donation from Friends of Williamson County Animal Center and Appropriating and Amending the 2025-2026 Animal Center Budget by \$95,000 – Revenues to Come From Donations – Commissioner Morton

**Resolution No. 10-25-10**, Resolution Authorizing the Williamson County Mayor to Execute a Grant Contract with the State of Tennessee Department of Safety and Homeland Security and Appropriating and Amending the Office of Public Safety 2025-2026 Budget By \$30,065 – Revenues to Come From Grant Funds – Commissioner Tunnicliffe

**Resolution No. 10-25-11**, Resolution authorizing the Williamson County Mayor to Enter into a Lease Agreement with Brightstone, Inc., and Amending the 2025-26 Sheriff's Office Budget by \$25,600 – Revenues to Come From County General Fund Balance – Commissioner Morton

**Resolution No. 10-25-12**, Resolution Authorizing the Williamson County Mayor to Enter into a Letter of Agreement with the State of Tennessee, Department of Finance and Administration and Appropriating and Amending The 2025-26 Sheriff's Office Budget By \$245,224.22 - Revenues to Come From Grant Funds and Unappropriated County General Fund Balance – Commissioner Tunncliffe

**Resolution No. 10-25-13**, Resolution Appropriating and Amending the 2025-26 Sheriff's Department Budget by \$22,936.33-Revenues to Come from Rollover Federal Pass-Through State Grant Funds – Commissioner Tunncliffe

**Resolution No. 10-25-14**, Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed \$32,800,000 of County District School Bonds of Williamson County, Tennessee and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Morton

**Resolution No. 10-25-15**, Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed \$33,500,000 of General Obligation Public Improvement And School Bonds of Williamson County, Tennessee, and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Morton

**Late Filed Resolution 10-25-25**, Resolution Accepting a Donation from the State of Cheryl A. Hall and Appropriating and Amending the 2025-26 Animal Center Budget by \$25,000 – Revenues to Come from Donations – Commissioner Sturgeon

### 3) OTHER

**Resolution No. 10-25-7**, Resolution Approving and Authorizing the County Mayor to Execute a Contract for the Administration of Retiree Medicare Supplement and Prescription Drug Plan with United Healthcare – Commissioner Morton

**Resolution No. 10-25-8**, Resolution Approving and Authorizing the County Mayor to Execute a Dental Insurance Contract with Cigna Health and Life Insurance Company – Commissioner Morton

**Resolution No. 10-25-16**, Resolution of the Governing Body of Williamson County, Tennessee, Supporting an Application to Participate in the Transportation Planning Grant Program for the Development of Long-Range Transportation Planning Activities – Commissioner Morton

**Resolution No. 10-25-17**, Resolution Authorizing the Williamson County Mayor to Enter Into a Memorandum of Understanding with the City of Fairview for the Participation of Eligible Individuals in Williamson County's DUI Recovery Court – Commissioner Morton

**Resolution No. 10-25-18**, Resolution Authorizing the Williamson County Mayor to Execute a Nonexclusive Use Agreement with Goodwill Industries of Middle Tennessee, Inc., to Collect Usable Donated Materials – Commissioner Morton

**Resolution No. 10-25-19**, Resolution to Amend the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Attachment of Contracts to Resolutions – Commissioner Clifford

**Resolution No. 10-25-20**, Resolution to Amend the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Consent agenda Found Under Rule 3 – Commissioner Morton

**Resolution No. 10-25-21**, Resolution to Amend the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Recording and Archiving of all Williamson County Committee Meetings and to provide for Public Access to Such Recordings – Commissioners Aiello and Petty

**Resolution No. 10-25-22**, Resolution to Surplus and Approve the Conveyance of Various Law Enforcement Related Equipment to Hickmann County, Tennessee and Authorizing the Williamson County Mayor to Execute all Documentation Needed to Complete the Conveyance – Commissioner Tunncliffe

**Resolution No. 10-25-23**, Resolution Accepting the Generous Donation of Motorola Repeaters From Rutherford County on Behalf of the Williamson County Office of Public Safety – Commissioner Tunncliffe

**Late Filed Resolution No. 10-25-24**, Resolution Accepting The Donation of A Nevco LED Aquatic Video/Time Board to be Installed at the Indoor Sports Complex – Commissioner Webb

## XII. ADJOURNMENT

Anyone requesting accommodation due to disabilities should contact Williamson County Risk Management at (615) 990-5466. This request, if possible, should be made three (3) working days prior to the meeting.

**Williamson Medical Center & Subsidiaries**

**Financial Statement Highlights**

**Month Ended August 31, 2025**

<b>Actuals</b>	<b>Month</b>		<b>Year to Date</b>	
	<b>Current</b>	<b>Budget</b>	<b>Current</b>	<b>Budget</b>
Net Revenue	\$31,268,986	\$32,188,116	\$61,997,581	\$64,021,833
Total Operating Expenses	31,655,725	33,008,339	63,036,306	66,019,604
Net Non-Operating Rev/Exp	407,595	726,106	913,835	1,452,212
<b>Net Income/Loss</b>	<b>\$20,856</b>	<b>(\$94,117)</b>	<b>(\$124,891)</b>	<b>(\$545,559)</b>

<b>Balance Sheet</b>	<b>Current Month</b>	<b>Prior Month</b>	<b>Increase (decrease)</b>
Operating Account Balance	\$37,427,219	\$31,699,581	\$5,727,638
Available to Use Cash	106,012,491	100,130,104	\$5,882,386
Collections	27,719,741	29,398,588	(\$1,678,847)
Days Cash on Hand -all sources	113	107	6.0
Debt Coverage	2.48	2.52	(0.04)

<b>Key Financial Stats/Indicators</b>	<b>Current Month</b>	<b>13 Month Average</b>	<b>Increase (decrease)</b>
Admissions-Adults	635	667	(32)
Admissions-Pediatrics	6	20	(14)
Patient Days	2,517	2,728	(211)
Equivalent Patient Days	10,061	10,641	(580)
Surgeries	1,204	1,246	(42)
Emergency Room	3,993	3,807	186
Emergency Room-Pediatrics	1,161	1,151	10

**WILLIAMSON MEDICAL CENTER & SUBSIDIARIES**  
**STATEMENT OF CASH FLOWS**  
For the Period Ending August 31, 2025

NET INCOME (LOSS) FROM OPERATIONS	\$	20,856
PLUS DEPRECIATION (Not a Cash Expense)		1,970,466
SUB-TOTAL		\$ 1,991,322
CASH PROVIDED BY:		
DECREASE IN ACCOUNTS RECEIVABLE		5,149,913
INCREASE IN ACCOUNTS PAYABLE		2,238,741
INCREASE IN PAYROLL TAXES PAYABLE		1,382,740
INCREASE IN BOND INTEREST PAYABLE		598,532
DECREASE IN MISC ASSETS		303,233
LEASE RECEIVABLE LESS CURRENT PORTION		255,169
INCREASE IN ACCRUED EMPLOYEE BENEFITS		247,274
INCREASE IN EMPLOYEE DED PAYABLE		110,512
CURRENT PORTION OF LEASE RECEIVABLE		32,555
INCREASE IN THIRD PARTY SETTLEMENTS		30,078
INCREASE IN OTHER LONG-TERM LIABILITIES		2,014
TOTAL SOURCES OF CASH		10,350,761
		12,342,084
CASH USED FOR:		
DECREASE IN ACCRUED WAGES PAYABLE		4,570,473
INCREASE IN PREPAID EXPENSES		654,488
DECREASE IN DEFERRED INFLOW OF RESOURCES		281,115
DECREASE IN FINANCE LEASE LIABILITIES		239,161
INCREASE IN INVENTORIES		159,749
DECREASE IN NOTES PAYABLE		128,412
INCREASE IN FIXED ASSETS		125,891
DECREASE IN BONDS PAYABLE		72,949
DECREASE IN CURRENT PORTION OF FINANCE LEASE LIABILITIES		61,759
DECREASE IN SUBSCRIPTION LEASE LIABILITIES, LESS CURRENT PORTION		58,060
DECREASE IN CURRENT PORTION OF LONG TERM DEBT		48,066
DECREASE IN CURRENT PORTION OF SUBSCRIPTION LEASE LIABILITIES		32,379
DECREASE IN OTHER CURRENT OBLIGATIONS		27,197
TOTAL USES OF CASH		6,459,698
INCREASE OR (DECREASE) IN CASH ACCOUNTS		5,882,385
BEGINNING TOTAL CASH BALANCE		100,130,104
ENDING TOTAL CASH BALANCE		\$ 106,012,491
OPERATING CASH		\$ 37,427,219
FUNDS RESTRICTED AS TO USE:		68,585,272
GRAND TOTAL OF ALL CASH ASSETS		\$ 106,012,491

**WILLIAMSON MEDICAL CENTER & SUBSIDIARIES**  
**BALANCE SHEET**  
For the Period Ending August 31, 2025

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
<b>CASH</b>				
Funds Mgmt/General Fund	\$ 37,427,219	\$ 31,699,581	\$ 5,727,638	18.1%
<b>TOTAL CASH</b>	<b>37,427,219</b>	<b>31,699,581</b>	<b>5,727,638</b>	<b>18.1%</b>
<b>RECEIVABLES</b>				
Patient Receivables	154,171,618	148,651,388	5,520,230	3.7%
Contractual Allowances	(117,575,364)	(113,671,567)	(3,903,796)	3.4%
Other Receivables	3,187,291	9,953,637	(6,766,346)	-68.0%
<b>TOTAL RECEIVABLES</b>	<b>39,783,545</b>	<b>44,933,458</b>	<b>(5,149,913)</b>	<b>-11.5%</b>
<b>INVENTORIES</b>				
General Stores	507,005	524,029	(17,024)	-3.2%
Pharmacy	820,663	820,663	0	0.0%
Surgery	5,483,180	5,306,407	176,773	3.3%
<b>TOTAL INVENTORIES</b>	<b>6,810,848</b>	<b>6,651,099</b>	<b>159,749</b>	<b>2.4%</b>
Prepaid Expenses	4,255,239	3,600,751	654,488	18.2%
Current portion of lease receivable	3,384,693	3,417,247	(32,555)	-1.0%
<b>TOTAL CURRENT ASSETS</b>	<b>91,661,544</b>	<b>90,302,138</b>	<b>1,359,407</b>	<b>1.5%</b>
<b>PROPERTY, PLANT &amp; EQUIP</b>				
Land and Land Imp.	16,712,014	16,712,014	0	0.0%
Building & Building Serv	404,289,409	404,193,362	96,047	0.0%
Equipment	156,704,827	156,690,782	14,045	0.0%
Less: Accum Depr	(237,028,412)	(235,493,004)	(1,535,409)	0.7%
<b>TOTAL P,P &amp; E</b>	<b>340,677,838</b>	<b>342,103,154</b>	<b>(1,425,316)</b>	<b>-0.4%</b>
<b>OTHER ASSETS</b>				
Funded Depreciation	38,140,896	38,092,010	48,885	0.1%
Bond Payment Fund	14,779,113	14,673,250	105,863	0.7%
Bond Escrow Fund	15,665,263	15,665,263	0	0.0%
Miscellaneous Assets/Investments	83,533,071	83,836,304	(303,233)	-0.4%
Capitalized Costs/Bond Issue Costs	490,836	505,272	(14,436)	-2.9%
Lease Receivable, less current portion	7,958,840	8,214,009	(255,169)	-3.1%
Finance Lease Right-to-Use Assets	16,421,071	16,736,347	(315,276)	-1.9%
Subscription Right-to-Use Assets	1,418,205	1,507,752	(89,547)	-5.9%
<b>TOTAL OTHER ASSETS</b>	<b>178,407,295</b>	<b>179,230,207</b>	<b>(822,913)</b>	<b>-0.5%</b>
<b>TOTAL ASSETS</b>	<b>\$ 610,746,677</b>	<b>\$ 611,635,499</b>	<b>\$ (888,822)</b>	<b>-0.1%</b>

**WILLIAMSON MEDICAL CENTER & SUBSIDIARIES**  
**BALANCE SHEET**  
For the Period Ending August 31, 2025

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 9,247,595	\$ 7,008,855	\$ 2,238,741	31.9%
Due from BJIT	-	(0)	0	0.0%
Accrued Wages Payable	6,910,106	11,480,580	(4,570,473)	-39.8%
Payroll Taxes Payable	574,021	(808,719)	1,382,740	-171.0%
Employee Ded Payable	210,308	99,796	110,512	110.7%
Accrued Employee Benefits	8,286,421	8,039,148	247,274	3.1%
Accrued Bond Interest	2,513,143	1,914,611	598,532	31.3%
Current Portion-Bonds Payable	8,256,213	8,260,379	(4,167)	-0.1%
Current Portion of Long Term Debt	3,033,279	3,081,345	(48,066)	-1.6%
Estimated Third Party Settlements	202,155	172,077	30,078	17.5%
Current portion of Finance Lease Liabilities	3,064,031	3,125,790	(61,759)	-2.0%
Current portion of Subscription Lease Liabilities	883,918	916,297	(32,379)	-3.5%
Other Current Obligations	2,617,724	2,644,921	(27,197)	-1.0%
<b>TOTAL CURRENT LIAB</b>	<b>45,798,915</b>	<b>45,935,079</b>	<b>(136,163)</b>	<b>-0.3%</b>
<b>LONG TERM LIABILITIES</b>				
Hospital Expansion Bonds 2013	14,188,639	14,198,914	(10,275)	-0.1%
Hospital Expansion Bonds 2018	33,285,297	33,298,379	(13,082)	0.0%
Hospital Expansion Bonds 2021	76,086,423	76,119,684	(33,262)	0.0%
Hospital Expansion Bonds 2022	64,257,686	64,269,850	(12,163)	0.0%
INS Bank-Parking Deck	133,048	177,145.66	(44,098)	-24.9%
Deferred Comp Liability	5,754,313	5,754,313	-	0.0%
SERP Liability	-	-	-	0.0%
First Bank-Note payable-Nov 2024	10,874,429	10,967,571	(93,142)	-0.8%
Promissory note-National Center for Pelvic Health	-	(8,828)	8,828	-100.0%
Other long-term liabilities	1,248,292	1,246,278	2,014	0.2%
Finance Lease Liabilities, less current portion	15,401,965	15,641,126	(239,161)	-1.5%
Subscription Lease Liabilities, less current portion	627,668	685,729	(58,060)	-8.5%
Deferred Inflow of resources - lease obligations	10,272,889	10,554,003	(281,115)	-2.7%
<b>TOTAL LONG TERM LIAB</b>	<b>232,130,648</b>	<b>232,904,164</b>	<b>(773,516)</b>	<b>-0.3%</b>
<b>FUND BALANCE</b>	<b>332,817,113</b>	<b>332,796,256</b>	<b>20,856</b>	<b>0.0%</b>
<b>TOTAL LIABILITY &amp; FUND BALANCE</b>	<b>\$ 610,746,676</b>	<b>\$ 611,635,499</b>	<b>\$ (888,823)</b>	<b>-0.1%</b>

**Williamson Medical Center & Subsidiaries**  
**Income Statement**  
For the Period Ending August 31, 2025  
**Comparison of Actual to Budget**

	Month To Date				Year To Date			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
<b>Net Patient Svc Revenue</b>	\$ 29,251,198	\$ 30,619,311	(1,368,113)	-4.5%	\$ 57,820,384	\$ 60,884,223	\$ (3,063,840)	-5.0%
Other Operating Revenue	\$ 2,017,789	\$ 1,568,805	\$ 448,984	28.6%	\$ 4,177,197	\$ 3,137,610	\$ 1,039,587	33.1%
<b>Net Operating Revenue</b>	\$ 31,268,986	\$ 32,188,116	(919,130)	-2.9%	\$ 61,997,581	\$ 64,021,833	\$ (2,024,253)	-3.2%
<b>Operating Expenses:</b>								
Salaries & Benefits	\$ 19,069,364	\$ 19,569,814	\$ (500,450)	-2.6%	\$ 38,260,118	39,139,233	\$ (879,115)	-2.2%
Medical Prof. Fees	359,298	369,760	(10,462)	-2.8%	703,188	739,520	(36,332)	-4.9%
Supplies	5,199,352	6,258,786	(1,059,434)	-16.9%	10,262,318	12,517,572	(2,255,254)	-18.0%
Other Expenses	2,153,542	1,886,783	266,759	14.1%	3,965,855	3,773,926	191,929	5.1%
Purchased Services	1,547,493	1,513,849	33,644	2.2%	3,056,289	3,030,659	25,630	0.8%
Repair/Main Equipment	636,254	808,697	(172,443)	-21.3%	1,400,610	1,617,394	(216,784)	-13.4%
Equipment Leases	81,679	75,119	6,560	8.7%	170,638	150,238	20,400	13.6%
<b>Total Operating Expenses</b>	\$ 29,046,983	\$ 30,482,808	\$ (1,435,825)	-4.7%	\$ 57,819,017	\$ 60,968,542	\$ (3,149,525)	-5.2%
<b>Net Operating Income</b>	\$ 2,222,003	\$ 1,705,308	\$ 516,695	30.3%	\$ 4,178,564	\$ 3,053,291	\$ 1,125,272	36.9%
Non-Operating Revenue	\$ 407,595	726,106	\$ (318,511)	-43.9%	\$ 913,835	1,452,212	\$ (538,377)	-37.1%
<b>EBITDA</b>	\$ 2,629,598	\$ 2,431,414	\$ 198,184	8.2%	\$ 5,092,399	\$ 4,505,503	\$ 586,895	13.0%
<b>EBITDA %</b>	8.3%	7.4%			8.1%	6.9%		
Interest	\$ 638,276	\$ 635,471	\$ 2,805	0.4%	\$ 1,276,218	\$ 1,270,942	\$ 5,276	0.4%
Depreciation & Amort.	1,970,466	1,890,060	80,406	4.3%	3,941,072	3,780,120	160,952	4.3%
<b>Net Income/(Loss)</b>	\$ 20,856	\$ (94,117)	\$ 114,973	-122.2%	\$ (124,891)	\$ (545,559)	\$ 420,668	-77.1%
<b>Net Income %</b>	0.07%	-0.29%			-0.20%	-0.83%		

Additional information for resolution 10-25-14 and 10-25-15

General Debt:

RS# 5-25-12 Security - Schools	3,387,693	
RS# 5-25-13 Asphalt/Paving - Schools	1,545,000	
RS# 5-25-13 Roofs - Schools	650,000	
RS# 5-25-13 HVAC Replacement - Schools	850,000	
RS#7-25-1 Maintenance - Schools	2,788,000	
RS#7-25-1 Technology - Schools	1,539,200	
RS#7-25-1 General Purpose Capital - Schools	1,060,000	
RS#7-24-6 Betheda Recreation Complex	9,500,000	
RS#9-25-33 College Grove Park Phase 1	5,000,000	
RS#9-25-33 Castle Park	1,800,000	
RS#9-25-33 Fire Engine Triune	1,500,000	
RS#9-25-33 EMS Station FFUMC Phase 2	3,400,000	
	33,019,893	(RS 10-25-15 not to exceed 33.5M)

Rural Debt:

RS# 5-25-12 Security	10,427,732	
RS# 5-25-13 Asphalt/Paving	1,291,000	
RS# 5-25-13 Roofs	5,773,000	
RS# 5-25-13 HVAC Replacement	2,044,000	
RS# 5-25-14 Hillsboro K-8	3,000,000	
RS# 5-25-15 Grassland Middle	1,000,000	
RS#7-25-1 Maintenance	5,088,000	
RS#7-25-1 Technology	3,660,600	
	32,284,332	(RS 10-25-14 not to exceed 32.8M)

Total Debt Issuance	65,304,225
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Williamson County  
Privilege Tax Report

Month of August 2025

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	1,502,832.92	2,260,087.32	139,765.66	269,205.63	210,792.13
Brentwood	104,458.86	96,102.15	8,356.71		
Franklin	69,625.71	64,055.65	5,570.06		
Fairview	67,821.93	62,396.18	5,425.75		
Spring Hill	37,304.19	34,319.85	2,984.34		
Thompson's Station	92,378.88	84,988.57	7,390.31		
Nolensville	7,165.62	6,592.37	573.25		
Unincorporated Williamson County	224,908.20	157,435.74	17,992.66	44,981.64	4,498.16
Interest	21,383.13	27,439.00	2,675.30	4,201.05	1,159.27
Commercial				59.24	444.31
Monthly Total	625,046.52	533,329.51	50,968.38	49,241.93	6,101.74
Cumulative Total	2,127,879.44	2,793,416.83	190,734.04	318,447.56	216,893.87
FSSD Monthly Appropriations	22,241.53	26,050.32			
Appropriations	144,979.07				
Cumulative Appropriations	112,845,294.77	163,134,585.77	16,256,912.52	5,687,698.97	7,523,933.59
Net Revenue	1,960,658.84	2,767,366.51	190,734.04	318,447.56	216,893.87

Appropriations:

Adequate Schools/ July '25 Cities payable	144,979.07
Adequate Schools/ July '25 FSSD payable	22,241.53
Schools/ July '25 FSSD payable	26,050.32

Williamson County  
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	COLLECTION DURING FYE 6/30/24	COLLECTION DURING FYE 6/30/25	JULY 2025	AUGUST 2025	SEPTEMBER 2025	OCTOBER 2025	NOVEMBER 2025	DECEMBER 2025	JANUARY 2026	FEBRUARY 2026	MARCH 2026	APRIL 2026	MAY 2026	JUNE 2026	TOTAL COLLECTIONS
<b>IM100 - WCS</b>																	
FEE	2,154,192.00	11,553,360.00	17,450,035.00	17,199,526.00	1,372,778.00	1,565,279.00	-										152,814,073.50
PAID UNDER PROTEST	349,738.50	4,957,756.50		-													-
INTEREST	10.00	91,466.58	3,481,846.62	4,042,046.92	346,447.66	366,312.66	-										11,828,622.28
TR COMMISSION	25,145.08	166,039.97	209,318.83	212,415.74	17,192.26	19,315.92	-	-									1,646,506.12
<b>IM200 - FSSD</b>																	
FEE	0.00	112,098.50	403,476.00	156,250.00	4,296.00	7,720.00	-										3,858,161.50
PAID UNDER PROTEST	0.00	193,385.00	7,305.00	-													7,305.00
INTEREST	0.00	2,137.13	96,007.54	106,855.34	8,484.53	8,876.60	-										294,618.36
TR COMMISSION	0.00	3,062.11	5,067.90	2,631.07	127.81	165.97	-	-									41,628.54
<b>NET COLLECTIONS</b>	<b>2,478,795.42</b>	<b>16,741,101.63</b>	<b>21,224,283.43</b>	<b>21,289,631.45</b>	<b>1,714,686.13</b>	<b>1,928,706.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>167,114,645.99</b>

**SUMMARY FOR IMPACT FEE COLLECTIONS**

Total Collected to Date	167,114,645.99
Total Allocated for Projects	<u>(70,665,838.48)</u>
Total Net Collections	96,448,807.51
Total Paid under Protest	(7,305.00)
Total Available for Allocation	<u>96,441,502.51</u>

**Williamson County  
Budget Report  
8/31/2025**

<b>Revenue</b>	<b>Original Budget</b>	<b>Budget Amendments</b>	<b>Total</b>	<b>Actual Year To Date</b>	<b>Current Month</b>		<b>Remaining Budget</b>	<b>% Y T D</b>
County General Fund	161,398,798	655,436	162,054,234	7,487,887	5,643,503		154,566,346	4.62%
Solid Waste Sanitation Fund	10,510,861	-	10,510,861	619,272	408,521		9,891,589	5.89%
Drug Control Fund	57,000	-	57,000	11,185	11,185		45,815	19.62%
Highway/Public Works Fund	15,991,000	-	15,991,000	1,398,541	1,387,030		14,592,459	8.75%
General Debt Service Fund	67,519,378	-	67,519,378	5,737,589	191,654		61,781,789	8.50%
Rural Debt Service Fund	41,709,806	-	41,709,806	11,489,802	792,175		30,220,004	27.55%
General Purpose School Fund	514,299,994	-	514,299,994	36,225,614	28,939,069		478,074,380	7.04%
Cafeteria Fund	19,461,718	-	19,461,718	1,910,642	1,912,642		17,551,076	9.82%
Extended School Program Fund	7,574,600	-	7,574,600	1,131,717	499,232		6,442,883	14.94%
	<u>838,523,155</u>	<u>655,436</u>	<u>839,178,591</u>	<u>66,012,249</u>	<u>39,785,010</u>	<u>-</u>	<u>773,166,342</u>	<u>8.33%</u>

<b>Appropriations</b>	<b>Original Budget</b>	<b>Budget Amendments</b>	<b>Total</b>	<b>Actual Year To Date</b>	<b>Current Month</b>	<b>Encumbrances</b>	<b>Remaining Budget</b>	<b>% Y T D</b>
County General Fund	175,816,476	15,106,029	190,922,505	43,420,873	12,406,445	6,549,125	140,952,507	26.17%
Solid Waste Sanitation Fund	10,504,125	2,411,556	12,915,681	3,907,466	724,279	2,181,926	6,826,290	47.15%
Drug Control Fund	196,150	-	196,150	14,829	3,982	25,809	155,512	20.72%
Highway/Public Works Fund	15,912,831	4,985,000	20,897,831	7,342,393	1,100,922	2,549,444	11,005,994	47.33%
General Debt Service Fund	67,081,676	-	67,081,676	13,399	2,798	-	67,068,277	0.02%
Rural Debt Service Fund	42,198,228	-	42,198,228	16,097	8,317	-	42,182,131	0.04%
General Purpose School Fund	562,612,797	84,422	562,697,219	46,577,055	36,413,204	30,071,208	486,048,956	13.62%
Cafeteria Fund	20,749,302	-	20,749,302	1,755,611	1,511,015	7,476,259	11,517,432	44.49%
Extended School Program Fund	8,045,674	-	8,045,674	1,391,419	679,561	137,916	6,516,339	19.01%
	<u>903,117,259</u>	<u>22,587,007</u>	<u>925,704,266</u>	<u>104,439,141</u>	<u>52,850,524</u>	<u>48,991,688</u>	<u>772,273,438</u>	

Undesignated Fund Balance  
 FY 2025-2026

	<b>Beginning Fund Balance July 1, 2025</b>	<b>Budget Amend. &amp; Adjust.</b>	<b>Ending Fund Balance July 2025</b>	<b>Budget Amend. &amp; Adjust.</b>	<b>Ending Fund Balance August 2025</b>
General Fund	104,639,999.29	-13,738,471.55	90,901,527.74	315,355.40	91,216,883.14
Solid Waste Sanitation	12,199,625.71	-2,865,665.28	9,333,960.43	304,046.52	9,638,006.95
Highway/Public Works	12,122,240.63	-5,616,186.35	6,506,054.28	239,938.20	6,745,992.48
General Debt Service	48,276,756.95	-82,298.00	48,194,458.95	0.00	48,194,458.95
Rural Debt Service	26,039,360.60	-488,422.00	25,550,938.60	0.00	25,550,938.60



9/16/25

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

Dear Phoebe,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end August 31st, 2025.

A summary of the financial and distribution date is as follows:

COOL SPRINGS CONFERENCE CENTER  
25-Aug

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	3,324	0	780,475	4,266,581	4,558,346	5,094,676
HOUSE PROFIT	(220,348)	(227,114)	159,000	510,902	619,209	779,553
Less: FIXED EXPENSES	41,690	44,088	39,450	333,204	345,114	312,231
NET INCOME	(262,038)	(271,202)	119,550	177,698	274,095	467,322
Less: FF&E RESERVE 5%	166	0	39,090	213,329	227,157	254,800
NET CASH FLOW	(262,204)	(271,202)	80,460	(35,631)	46,938	212,522

TOTAL CURRENT BALANCE DUE TO OWNERS (262,204)

TOTAL DUE TO CITY OF FRANKLIN (131,102)

TOTAL DUE TO WILLIAMSON COUNTY (131,102)

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,

Brittany Cox  
Accounting Manager

Matt Lahiff  
General Manager

FRANKLIN MARRIOTT COOL SPRINGS  
700 COOL SPRINGS BLVD  
FRANKLIN, TENNESSEE 37067 USA  
T: 615.261.6100  
MARRIOTT.COM/BNACS

Cool Springs Conference Center  
County Profit / -Loss  
By Fiscal Year

	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
July	-28,542.26	-54,282.13	-17,511.50	-32,266.50	-29,761.00	-49,914.00	-63,264.00	-15,269.00	-21,002.00	-20,134.00	-19,158.00	-20,834.00	-22,040.00
August	-18,101.32	16,435.07	-84,060.00	2,719.25	13,164.00	4,452.00	49,885.00	-14,794.00	52,329.00	16,689.00	79,690.00	40,230.00	-131,102.00
September	34,240.22	-45,234.55	-7,482.50	15,575.50	-2,501.00	40,369.00	68,500.00	-27,859.00	31,516.00	72,173.00	47,477.00	72,858.00	
October	30,097.86	30,305.00	73,503.00	27,310.00	76,034.00	143,486.00	96,722.00	-28,058.00	88,432.00	87,654.00	77,488.00	93,087.00	
November	-13,864.78	27,731.00	-1,435.50	-5,898.50	44,350.00	63,790.00	-6,258.00	-32,908.00	-13,698.00	41,869.00	20,515.00	39,260.00	
December	91,933.14	-53,885.50	90,526.50	48,718.00	-43,578.00	9,187.00	18,602.00	-54,120.00	56,917.00	9,261.00	16,172.00	-4,491.00	
January	-12,669.10	-67,577.50	-15,958.50	-59,537.00	-32,369.00	16,722.00	35,126.00	-43,914.00	-15,337.00	-43,450.00	-39,437.00	-49,777.00	
February	21,279.74	136,887.00	52.50	14,645.00	88,228.00	60,530.00	63,595.00	-41,564.00	25,780.00	66,912.00	70,311.00	167,881.00	
March	-633.34	-32,783.00	-2,379.50	30,608.00	38,448.00	-48,696.00	-39,316.00	-39,257.00	51,904.00	41,313.00	-21,036.00	-26,522.00	
April	11,630.42	32,093.00	58,337.00	36,074.00	28,028.00	4,908.00	-32,937.00	43,488.00	109,510.00	83,065.00	97,693.00	69,103.00	
May	-1,286.56	-4,720.50	972.00	-14,551.50	4,654.00	30,615.00	-43,893.00	-42,575.00	19,250.00	30,371.00	10,262.00	8,608.00	
June	-25,004.56	80,638.00	28,889.00	29,395.50	37,163.00	29,231.00	-13,204.00	163.00	29,256.00	-3,590.00	-31,633.00	-33,968.00	
	89,079.46	65,605.89	123,452.50	92,791.75	221,860.00	304,680.00	133,558.00	-296,667.00	414,857.00	382,133.00	308,344.00	355,435.00	-153,142.00

Reflects County's one-half share only.



## **WILLIAMSON COUNTY GOVERNMENT**

### **PROCLAMATION**

**WHEREAS,** the Franklin Cancer Walk for Breast Cancer reports that breast cancer is the number two cause of death for women.

**WHEREAS,** one in three women loses her battle with cancer. In the United States every two minutes a woman is diagnosed with breast cancer.

**WHEREAS,** founded over 10+ years ago, by Mervyn and Samantha Shepherd, the Franklin Cancer Walk is dedicated to helping women and their families.

**WHEREAS,** the Franklin Cancer Walk serves women undergoing cancer treatment, at Vanderbilt University Medical Center as well as participating hospitals throughout Middle Tennessee, to enhance the quality of life for women and their families.

**WHEREAS,** Franklin Cancer walk also sponsors celebrations in honor of determination and bravery to fight the battle against breast cancer.

**NOW, THEREFORE, BE IT RESOLVED,** that I, Rogers C. Anderson, as Mayor of Williamson County, do hereby proclaim October as

### **BREAST CANCER AWARENESS MONTH**

In Williamson County and encourage all citizens to support women who are battling Breast Cancer /all cancer and their families, with love and compassion.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the County of Williamson to be affixed at Franklin, this the 13th day of October, 2025.

---

Rogers C. Anderson  
Williamson County Mayor



## WILLIAMSON COUNTY GOVERNMENT

### PROCLAMATION

**WHEREAS**, the 21st District Recovery Court, serving Williamson County, has diligently worked since its founding in 2002 to transform the lives of nonviolent offenders struggling with addiction through an intensive, court-supervised, two-year recovery program; and

**WHEREAS**, the 21st District Recovery Court provided a non-adversarial, therapeutic approach to address crimes rooted in addiction, offering participants rigorous treatment, intensive monitoring, and essential life skills to foster successful, productive lives; and

**WHEREAS**, this program has demonstrated remarkable success, graduating 376 participants since 2004, significantly reducing recidivism rates compared to traditional court probation and parole programs, and restoring families and communities by creating safe and positive environments; and

**WHEREAS**, the 21st District Recovery Court operates in a cost-effective manner, spending approximately \$15,000 per participant annually compared to over \$40,000 for incarceration, saving taxpayer resources while relying primarily on grants, private donations, and modest participant fees, without direct taxpayer funding; and

**WHEREAS**, the 15th Annual Community Luncheon, to be held on Monday, October 20, 2025, at 11:30 a.m. at the Williamson County Enrichment Center, serves as a vital platform to raise awareness and support for the Recovery Court's mission; and

**WHEREAS**, the 21st District Recovery Court's efforts align with Williamson County's commitment to fostering a safer, healthier, and more resilient community by reducing drug- and alcohol-related crime and supporting the rehabilitation of its citizens;

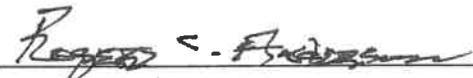
**NOW, THEREFORE, BE IT RESOLVED**, that I, Rogers Anderson, as Mayor of Williamson County, do proclaim **October 20, 2025**, as

#### **"21st District Recovery Court Day"**

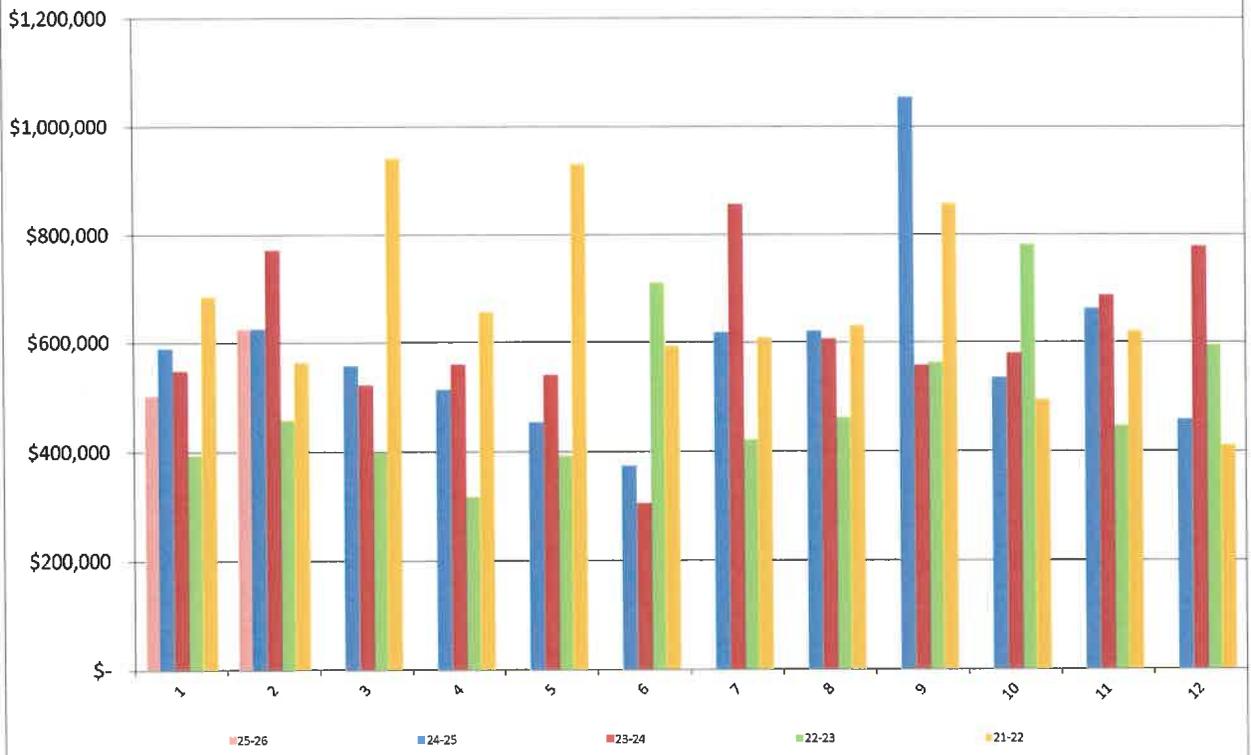
in Williamson County and encourage all citizens to recognize individuals, families, friends and neighbors dealing with the effects of addiction in our community and to support the ongoing mission of the 21st District Recovery Court to restore lives and strengthen our community.



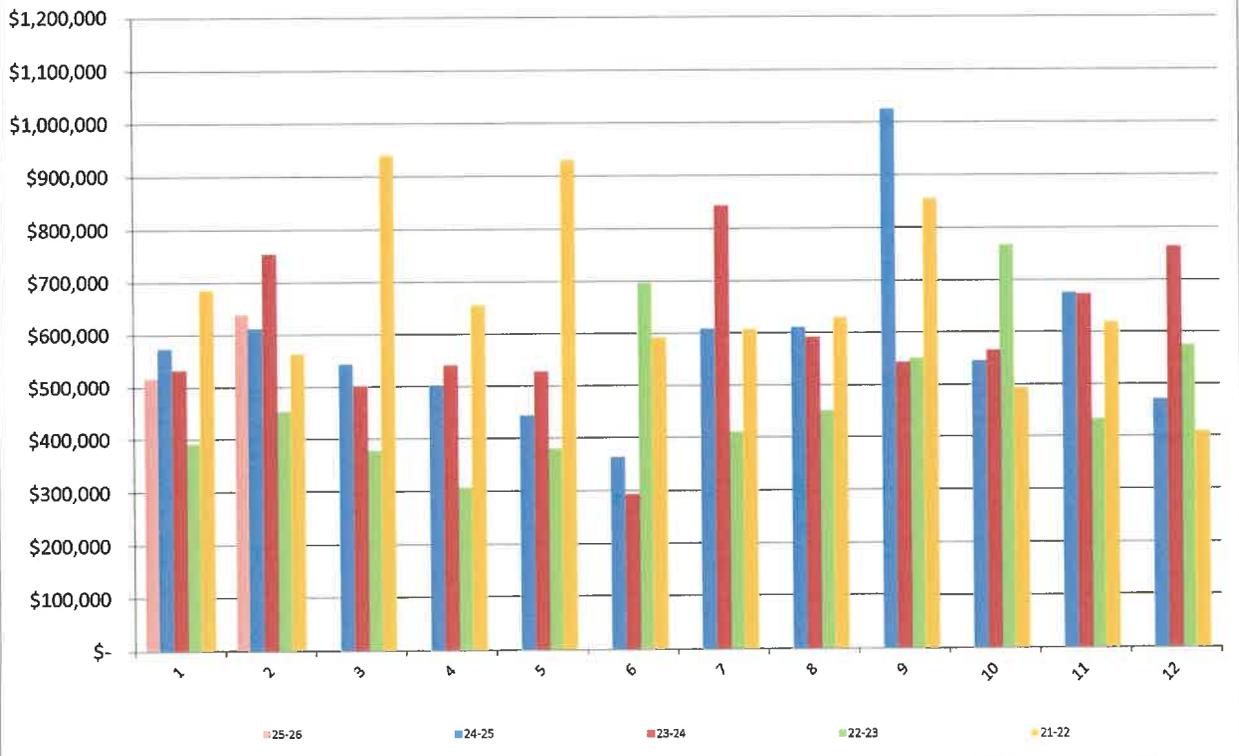
**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the County of Williamson to be affixed this the 13<sup>th</sup> day of October 2025.

  
Rogers C. Anderson, Mayor  
Williamson County

### WC Schools, Recreation, Highway and Fire Privilege Tax History



### WC Adequate Schools Facilities Tax



**CONSENT AGENDA  
Williamson County Board of Commissioners  
October 13, 2025**

**NOTARIES**

**SECOND READINGS:**

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

**ACCEPTING ROADS:**

**OTHER:**

**NEW**

ADCOCK, LUCAS COLE  
 ALQAYSI, TUQA  
 ALVAREZ, EMILY GUADALUPE  
 BAGGETT, AMANDA MILLER  
 BELLINGER, KEVIN PATRICK  
 BESTAWROUS, BAHAA  
 BRIGGS, MICHAEL DEAN  
 CABALLERO, ANNA MARISSA  
 CASSETTY, MADELINE ROSE  
 CHANDLER, KODI STEVEN  
 CHURCH, SONJA ASLAUG  
 COLLIER, ANNA KATHERINE  
 COSNER, CHASE MATTHEW  
 COTTRELL, LIA SHANNON  
 CRAWFORD, CRYSTAL FULGHUM  
 CREWS, MICHELLE LEIGH  
 CRUMMER, KARA  
 DARRELL, RYAN A.  
 DAVIS, MARY CHARLES  
 DAVIS, SHARON JASMINE  
 DAY, CARRIE NACCOLE  
 ELIASZEWICZ, ANNALYSSA ROSE  
 FRABUTT, P. DAVID  
 FREDRICK, MADISON ANN  
 GUPTA, JESSI  
 HANSELL, LORA ANNE  
 HANSELL, LORA ANNE  
 HAYNES-RIDLEY, ANTONIA  
 HERESH, LEEN M.  
 HOUSE, TIFFANI NICOLE  
 JEWELL, KIM  
 JOHNSON, MARK A.  
 KNIERIEM, CAROLINE CRACE  
 LEE, DANA MARIE  
 LOGAN, WESLEY CLAY  
 LUFT, EMMALEE KATHRYN  
 MACIAS, ARLETTE YOVANNA  
 MANGRUM, VALERIE EAGAN  
 MANLEY, SARAH DAWN  
 MARTIN-WALKER, KIMBERLY ILENE  
 McDONALD, DONALD LEWIS  
 McTERNAN, TAYLOR ANN  
 MUBARAK, NABIHA  
 NELSON, NICK  
 NEWTON, CAMERON MICHAEL  
 NICHOLS, JOSEPH CODY  
 ORR, JANA ANANDA  
 OWENS, AUSTIN DANIEL  
 PARTRIDGE, KATHLEEN SHANNON  
 PATEL, CHIRAG ARUN  
 RIDER, MOLLY HILTON  
 ROBINSON, SHILOH TAMARA-RAIN  
 RODY, PARKER WOODS  
 ROEBUCK, ANDREW RALEIGH  
 ROJAS, ESMERALDA LINDA  
 RYDER, BRIGITTE B.  
 RYDER, RONALD R.  
 SANCHEZ, MANUEL V.  
 SHEME, SERGI KACE  
 SITTER, NATALIE LOUISE  
 STANOJEVIC, SANDRA  
 STEPHENS, AMANDA  
 STERN, KARISSA KAY  
 SURAVARAM, NIKHIL  
 SWALLOWS, STEPHANIE ANN  
 THOMAS, CODEY RYAN  
 TREATCH, AMANDA GRACE  
 VICKERY, CHRISTIAN  
 VILLONE, COURTNEY PAIGE  
 WOERNER, JOSEPH ELIAS  
 YOUNG, CLAYTON

**RENEWALS**

ALLRED, WES  
 ARCE, JENNIFER LAUREN  
 ASHMORE, GEORGE W.  
 BENSON, ABBY  
 BOLEYJACK, SHIRLEY A.  
 BORDEN, CARRIE  
 BROOKS, CHRISTOPHER  
 BROWN, BETTY JEAN  
 BROWN, LISA  
 BUCHANAN, FELICIA  
 BURDETTE, BRANDON  
 BUTCHER, JENNIFER  
 COMPTON, KELLY

**RENEWALS**

DECK, KIRA  
 DeMUMBRUM, TERRI L.  
 DISMUKES, COVINGTON G.  
 DUDLEY, CHRISTOPHER W.  
 DUNLAP, LORRAINE D.  
 EGANEY, CYNTHIA C.  
 ELDER, KRISTEN  
 EVERHART, AMY J.  
 FOX, TRACY  
 FROMM, GINA M.  
 GALLANT, STEPHEN  
 GARNER, CRISTY  
 GENTRY, TAMMI L.  
 GILL, RUSSELL D.  
 GONZALES, ALEXIS  
 GOODMAN, JOE M.  
 GRAY, ROBIN  
 HAHN, KEVIN  
 HARPER, SHEILA  
 HARTMAN, KATHRYN  
 HASELTINE, ERIN  
 HAWKINS, ANDREW M.  
 HOOD, CHASITY  
 HUME, JULIA D.  
 HYDE, WILLIAM F.  
 JOHNSON, MALISSIA A.  
 KELLEY-CURRY, SHANNON L.  
 KORMOSKI, MARYANN  
 LACY, YSHA  
 LILLY, TINA COOPER  
 LONG, JULIA  
 LOUDER, STEPHANIE L. W.  
 MANCI, LISA  
 MARLIN, AMANDA L.  
 MATHIS, SHAWNA A.  
 McCORMICK, CARRIE  
 McCORMICK, CAROL A.  
 McCOY, MIKEL L.  
 MEDLEY, MARTIN LUKE, II  
 MERCER, EMILY  
 MEZERA, TAMRA L.  
 MILLER, MEGAN WOODSON  
 MOORE, STEPHEN B.  
 NAEYAERT, LINDSEY  
 NICHOLSON, SHARELLE  
 O'BRIEN, JODY E.  
 OAKLEY, CHERYL F.  
 PAOLETTA, BEATRIZ M.  
 PENNINGTON, ELIZABETH  
 PHILLIPS, KIMBERLY  
 PORTIS, T.J.  
 PRECHEL, LAURA  
 PRESTON, INES D.  
 PRESTON, TERENCE K.  
 PURRINGTON, ROSEMARY  
 REID, ASHLEY M.  
 RENTA, LIZBETH BONILLA  
 RIVES, CARA L.  
 ROSENBERY, JILL C.  
 ROTH, LISA M.  
 RUSHLOW, MARY JANE  
 SANTACRUZ, JOSEFINA  
 SAYLOR, M. STUART  
 SELLERS, PAIGE  
 SHARPE, ANTHONY  
 SHUKIS, REBECCA  
 SNIDER, J. MARK  
 STEWART, HELEN  
 STROUPE, PAULETTE P.  
 SULLIVAN, CASEY  
 SULLIVAN, LISA K.  
 TOWNSEND, BETH  
 TRAMA, KIMBERLY C.  
 WALKER, AL D.  
 WALKER, CASSANDRA  
 WARNER, ALISHA  
 WEBB, RICHARD R.  
 WHITLOCK, MICHELLE L.  
 WILLIAMS, ASHLEY  
 WOODLEE, CHRIS  
 YARBROUGH, KATHRYN L.

Formerly  
Resolution No. 9-25-37  
Requested by: County Mayor's Office

FILED 9/29/25  
ENTERED 8:00 a.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

FILED 8/25/25  
ENTERED 11:55 a.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

Resolution No. 10-25-1

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO APPROVE AN ADDENDUM TO EXTEND THE CONFERENCE CENTER OPERATING AGREEMENT WITH CAROTHERS HOTEL PARTNERS, LLC FOR THE CONTINUED OPERATION OF THE CONFERENCE CENTER AT COOL SPRINGS**

- WHEREAS,** the Conference Center at Cool Springs ("Conference Center") is jointly owned by the City of Franklin ("City") and Williamson County, Tennessee ("County"); and
- WHEREAS,** the City and County are parties to the Conference Center Operating Agreement with Carothers Hotel Partners, LLC for the operation of the Conference Center on behalf of the City and County; and
- WHEREAS,** in 2013, the City and County agreed to extend the operating agreement to expire on or about October 15, 2027; and
- WHEREAS,** in 2018, the operating agreement was assigned to Carothers Hotel Partners, LLC for the operation of the Conference Center; and
- WHEREAS,** the operation of the Conference Center at Cool Springs has been an occasional source of revenue for both Williamson County and the City of Franklin; and
- WHEREAS,** the addendum provides the ability of each party's staff to review the terms and conditions of the operating agreement to determine whether it is still in the interest of the parties; and
- WHEREAS,** finding to be in the interest of the County, the Board of Commissioners approves the addendum to extend the Conference Center Operating Agreement with Carothers Hotel Partners, LLC:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Williamson County, meeting in regular session this 8<sup>th</sup> day of September, 2025, hereby authorizes the Williamson County Mayor to execute all documents required to approve Addendum 2 to the Conference Center Operating Agreement with Carothers Hotel Partners, LLC and authorizes the Williamson County Mayor to execute all documents needed to extend the operating agreement.



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee: For 1 Against 4  
 Budget Committee: For 5 Against 0  
 Commission Action Taken: For 23\* Against 1 Pass \_\_\_\_\_ Out \_\_\_\_\_ \*Defer until October

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

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

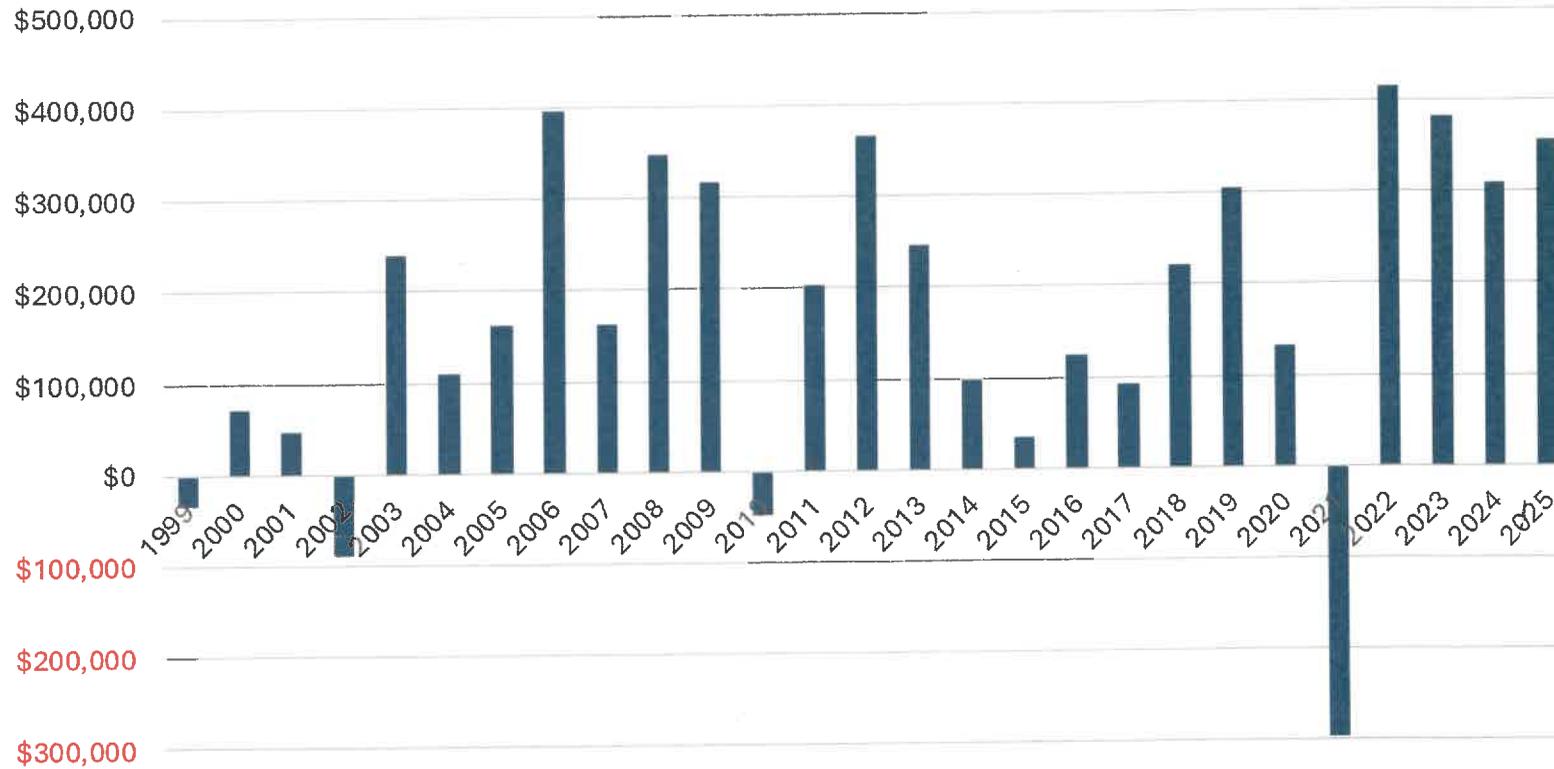
\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

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Action Taken on 10/6/25

Budget Committee For 4 Against 0

## Cool Springs Conference Center History of Profit/(Loss) to Williamson County



From FY 1999-2025, profit from the Conference Center has totaled \$4,673,332 to the county. The largest gain was \$414,857 in FY 2022, while the largest loss was (\$296,667) in FY 2021( pandemic related). From FY 2022-FY 2025, the average annual return to the county was \$365,192.

Source: Audited Financial Reports FY 1999-2024; FY 2025 is Preliminary and Unaudited as of 8/20/2025

**ADDENDUM 2 TO CONFERENCE CENTER OPERATING AGREEMENT  
COF Contract No.: 2013-0041**

THIS ADDENDUM 2 TO THE CONFERENCE CENTER OPERATING AGREEMENT (“Addendum”) is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and among CAROTHERS HOTEL PARTNERS, LLC (“Operator”) and the CITY OF FRANKLIN, TENNESSEE and WILLIAMSON COUNTY, TENNESSEE, each a political subdivision (collectively “Owner”).

**WITNESSETH:**

WHEREAS, on October 15, 1997, the Owner and Stormont Trice Management Corporation entered into a certain Conference Center Operating Agreement (“Agreement”) for the management of the conference center known as The Conference Center at Cool Springs located in Franklin, Tennessee. The Operator is successor-in-interest under the Agreement (by assignment) to Noble Investments-Cool Springs, LLC, the successor-in-interest under the Agreement (by assignment) to Crestline Hotels and Resorts, Inc., the successor-in-interest under the Agreement (by assignment) to Stormont Trice Management Company to Franklin RealCo, LLC, the successor-in-interest under the Agreement (by assignment); and

WHEREAS, the Owner agrees and acknowledges that Carothers Hotel Partners, LLC is the Operator of The Conference Center at Cool Springs; and

WHEREAS, the Owner and Operator desire to enter into a written instrument to extend the Operating Terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Operator agree that the Operating Term of the Agreement is extended from October 15, 2027 to October 14, 2037. The Agreement may not be extended beyond October 14, 2037, unless otherwise permissible by applicable law.
2. Owner and Operator agree that either party has the option to review the terms of the Agreement at staff level at the conclusion of the fifth and tenth years of this Agreement extension.
3. In consideration of Operator’s performance hereunder, Owner shall pay to Operator the Operator’s fee. For purposes of this Agreement, for the fiscal year beginning July 1, 2025, the monthly fee is \$21,880 in accordance with terms set in the 1997 Agreement. The Operator’s fee shall escalate on a fiscal year basis at a rate equal to the greater of (i) three percent (3.0%) per year or (ii) the Consumer Price index increase with respect to the prior fiscal year. Operator is authorized to disburse itself from the Agency Account the amounts owing as Fees.

4. All other terms and conditions not otherwise amended above remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Addendum as of the day and year set forth above.

OPERATOR:

CAROTHERS HOTEL PARTNERS, LLC, a  
Delaware Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

WILLIAMSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
Rogers Anderson  
Mayor

[https://buengerlaw.sharepoint.com/Client Files/WC/Agts/Bid Documents/RFP - Cool Springs Conference Center/2025.08.13Addendum 2\\_Cool Springs Conference Center.docx](https://buengerlaw.sharepoint.com/Client Files/WC/Agts/Bid Documents/RFP - Cool Springs Conference Center/2025.08.13Addendum 2_Cool Springs Conference Center.docx)

Resolution No. 10-25-2  
 Requested by: Transportation Management Authority

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 PUBLIC TRANSPORTATION CAPITAL PROJECTS BUDGET BY \$100,000 - REVENUES TO COME FROM RESERVE ACCOUNT/COUNTY GENERAL FUND BALANCE**

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

**WHEREAS,** a portion of the monthly van pool rider fees received have been placed in a dedicated reserve account, earmarked for vehicle replacement costs; and

**WHEREAS,** these funds are placed into the County General Fund Balance but are separated through the Trustee’s monthly investments and earn interest and are available to purchase the replacement vans; and

**WHEREAS,** TMA was awarded State and Federal grant funds with the county’s matching grant portion coming from the Reserve Account for riders’ fees; and

**WHEREAS,** there is a need to utilize \$100,000 of the reserve funds for the replacement of vans;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2025-26 Public Transportation budget be amended as follows:

**REVENUES:**

County General Fund Balance \$100,000  
 101.00000.390000.00000.00.00.00

Transfer In: \$100,000  
 171.00000.498000.00000.00.00.00

**EXPENDITURES:**

Transfer To Other Funds \$100,000  
 101.99100.55900.00000.00.00.00

Motor Vehicles – TMA LGIP Acct. #59 \$100,000  
 171.91190.571800.00000.00.00.00.0G004



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee: For 4 Against 0

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

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

\_\_\_\_\_  
 Brian Beathard – Commission Chairman

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

\_\_\_\_\_  
 Date

Resolution No. 10-25-3  
Requested by: Health Department

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-2026 HEALTH DEPARTMENT BUDGET BY \$85,072.39 FOR SALARY COSTS NOT COVERED IN LOCAL HEALTH SERVICES CONTRACT - REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

- WHEREAS,** grant funds are available for the local health department through the State of Tennessee, which are utilized for operational costs, including staffing salaries and benefits, supplies, and printing needs for rural health services; and
- WHEREAS,** grant funding of \$1,279,500.00 was budgeted in revenues and expenses by the Williamson County Board of Commissioners for the annual Health Department budget for 2025-26 and approved by the Williamson County Board of Commissioners; and
- WHEREAS,** in June 2025, the Williamson County Board of Commissioners approved an amendment to increase salaries for county employees (excluding school employees) to the 75th percentile of the local market; and
- WHEREAS,** the Williamson County Board of Commissioners can vote to increase salaries for employees above the statutory minimum set by the state. In 2025-2026, this increase is 4.72%; and
- WHEREAS,** ten (10) of fourteen long-term health department employees named on the grant contract met the criteria for the 75th percentile increase; however, there is insufficient funding in the contract to fully reimburse the County; and
- WHEREAS,** the contract with the state calculated the health department salaries according to a 7.5-hour workday when the employees actually work 8-hour workdays, resulting in insufficient funding to fully reimburse the County; and
- WHEREAS,** the state is amending the current contract to increase it to \$1,342,500, leaving a balance of \$85,072.39 needed to implement pay adjustments through the 2025-2026 budgetary period; and
- WHEREAS,** of this \$85,072.39 deficit, \$25,372.39 is due to the increased salaries and \$59,700 is due to the 8-hour workday.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of October, 2025, hereby amends the 2025-2026 Health Department budget as follows:

**REVENUE**

101.00000.390000.00000.00.00.00  
County General Fund Balance \$85,072.39

**EXPENDITURES:**

101.55110.530900-00000.00.00.00  
Local Health Services \$85,072.39

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Human Resources Committee	For <u>4</u>	Against <u>1</u>		
Public Health Committee	For <u>3</u>	Against <u>0</u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-2026 WILLIAMSON COUNTY DUI RECOVERY COURT BY \$95,941.36 FOR THE TENNESSEE OPIOID ABATEMENT COUNCIL FUNDS – REVENUES TO COME FROM ROLLOVER FEDERAL GRANT FUNDS**

**WHEREAS,** Williamson County DUI Recovery Court (“DUI Court”) received a grant from the Tennessee Opioid Abatement Council (“Council”) for the implementation of opioid abatement and remediation strategies, including treatment and recovery support for co-occurring substance use disorders and mental health conditions; and

**WHEREAS,** the grant is for a total of \$146,443.00 for the 2024-2025 fiscal year; and

**WHEREAS,** there is no requirement for Williamson County to appropriate matching funds; and

**WHEREAS,** funds received from this grant in the amount of \$95,941.36 were not exhausted during the 2024-2025 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 on the 13<sup>th</sup> of October 2025 in Williamson County, Tennessee that the 2025-26 DUI Recovery Court budget be amended as follows:

**REVENUES:**

State Grants – DUI Recovery Court  
101.00000.469800.00000.00.00.00.G00090 **\$95,941.36**

**EXPENDITURES:**

Other Contracted Services  
101.53300.539900.00000.00.00.00.G0090 **\$95,941.36**

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Committee: For 3 Against 0  
Budget Committee: For 4 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

Resolution No. 10-25-5

Requested by: DUI Court

FILED 9/29/25  
ENTERED 11:55 a.m.  
JEFF WHIDBY, COUNTY CLERK JW

**RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE TENNESSEE DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE WILLIAMSON COUNTY GENERAL SESSIONS DUI COURT AND AMENDING THE 2025-26 DUI COURT BUDGET BY \$363,876 - REVENUES TO COME FROM GRANT FUNDS**

**WHEREAS,** Williamson County received a notice of award for a grant with the Substance Abuse and Mental Health Services Administration (SAMHSA); and

**WHEREAS,** the grant is for substance abuse and mental health services for participants of the Williamson County General Sessions DUI Court; and

**WHEREAS,** there is no requirement for Williamson County to appropriate matching funds; and

**WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the Tennessee Department of Health and Human Services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this 13<sup>th</sup> day of October, 2025, hereby authorizes the execution of the grant contract on behalf of the Williamson County General Sessions DUI Court with the Tennessee Department of Health and Human Services and to amend the DUI Court budget for the 2025-26 fiscal year;

**AND BE IT FURTHER RESOLVED,** that the 2025-26 DUI Court Budget be amended as follows:

**REVENUES**

Other Direct Federal Revenue  
101.00000.479900.00000.00.00.00.G0029 \$363,876.00

**EXPENDITURES**

Contracts Gov't Agencies  
101.53300.530902.00000.00.00.00.G0029 \$363,876.00



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Public Safety For 3 Against 0  
Budget Committee For 4 Against 0  
Commission Action Taken For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date



**Recipient Information**

1. Recipient Name  
 WILLIAMSON COUNTY  
 1320 W MAIN ST  
 STE 135  
 FRANKLIN, TN 37064

2. Congressional District of Recipient  
 07

3. Payment System Identifier (ID)  
 1626000913A3

4. Employer Identification Number (EIN)  
 626000913

5. Data Universal Numbering System (DUNS)  
 031968063

6. Recipient's Unique Entity Identifier  
 DPCXM6A1QBQ7

7. Project Director or Principal Investigator  
 Danielle Gomez  
  
 danielle.gomez@williamsoncounty-tn.gov  
 615-786-0167

8. Authorized Official  
 Danielle Gomez  
 andrea.hastings@williamsoncounty-tn.gov  
 615-790-5761

**Federal Agency Information**

9. Awarding Agency Contact Information  
 Courtney Dodson  
 Grants Specialist  
 COURTNEY.DODSON@SAMHSA.HHS.GOV  
 (240) 276-1849

10. Program Official Contact Information  
 Lloyd Roberts  
 Program Official  
 Lloyd.Roberts@samhsa.hhs.gov  
 240-276-0435

**Federal Award Information**

11. Award Number  
 5H79TI085903-03

12. Unique Federal Award Identification Number (FAIN)  
 H79TI085903

13. Statutory Authority  
 Section 509 (42 USC 290bb-2) of the PHS Act, as amended

14. Federal Award Project Title  
 Williamson County General Sessions DUI Court

15. Assistance Listing Number  
 93.243

16. Assistance Listing Program Title  
 Substance Abuse and Mental Health Services\_Projcts of Regional and National Significance

17. Award Action Type  
 Non-Competing Continuation

18. Is the Award R&D?  
 No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2025 - End Date 09/29/2026	
20. Total Amount of Federal Funds Obligated by this Action	\$363,876
20a. Direct Cost Amount	\$395,876
20b. Indirect Cost Amount	\$0
21. Authorized Carryover	\$0
22. Offset	\$32,000
23. Total Amount of Federal Funds Obligated this budget period	\$395,876
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$395,876
26. Project Period Start Date 09/30/2023 - End Date 09/29/2025	
27. Total Amount of the Federal Award Including Approved Cost Sharing or Matching this Project Period	\$1,155,627

28. Authorized Treatment of Program Income  
 Additional Costs

29. Grants Management Officer - Signature  
 LeSchell D Browne

30. Remarks  
 Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



SAMHSA Treatment Drug Courts  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/15/2025

Center for Substance Abuse Treatment

**Award Number:** 5H79T1085903-03  
**FAIN:** H79T1085903  
**Program Director:** Danielle Gomez

**Project Title:** Williamson County General Sessions DUI Court

**Organization Name:** WILLIAMSON COUNTY

**Authorized Official:** Danielle Gomez

**Authorized Official e-mail address:** andrea.hastings@williamsoncounty-tn.gov

**Budget Period:** 09/30/2025 – 09/29/2026

**Project Period:** 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$363,876 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to WILLIAMSON COUNTY in support of the above referenced project. This award is pursuant to the authority of Section 509 (42 USC 290bb-2) of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
LeSchell D Browne  
Grants Management Officer  
Division of Grants Management  
[LeSchell.Browne@samhsa.hhs.gov](mailto:LeSchell.Browne@samhsa.hhs.gov)  
See additional information below

**SECTION I – AWARD DATA – 5H79TI085903-03**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$128,100
Fringe Benefits	\$35,399
Travel	\$5,667
Supplies	\$12,979
Contractual	\$124,661
Other	\$89,070
<b>Direct Cost</b>	<b>\$395,876</b>
Approved Budget	\$395,876
Federal Share	\$395,876
Less Unobligated Balance	\$32,000
Cumulative Prior Awards for this Budget Period	\$0
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$363,876</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$363,876
4	\$395,477
5	\$395,477

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1626000913A3  
 Document Number: 23TI85903A  
 Fiscal Year: 2025

IC	CAN	Amount
TI	C96N306	\$363,876

IC	CAN	2025	2026	2027
TI	C96N306	\$363,876	\$395,477	\$395,477

**TI Administrative Data:**

PCC: DC-AD23 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI085903-03**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 5H79TI085903-03**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project

and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

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**SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 5H79TI085903-03**

**REMARKS**

**Federal Terms and Conditions for SAMHSA Grant Awards**

*This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.*

**Prohibited Uses of Grant Funds in Harm Reduction Activities**

SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at [Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets](#).

**Antidiscrimination Compliance Requirement**

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

**Title IX Compliance Requirement**

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- 
- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
  - The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
  - Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
  - Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
  - Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

## 1. Budget and Funding Overview - Offset Award

### Award Approval

- This Notice of Award (NoA) approves the revised budget submitted in response to Request for Additional Materials on 02/05/2025.
- This award reflects offset funding due to a review of progress.
  - Refer to page 1, Line 23 - **TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED THIS BUDGET PERIOD** for the amount authorized to spend this budget period.

### Budget Period Compliance

- Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

## 2. Regulatory Requirements

### Applicable Regulatory Provisions

- Prior to October 1, 2025, this award is subject to 45 C.F.R. 75 except for eight flexibilities from 2 C.F.R. 200 adopted by HHS on October 1, 2024. After October 1, 2025, this award will be subject to any applicable provisions of 2 C.F.R. 200 and 2 C.F.R. 300.

### Termination

- Prior to October 1, 2025, this award is subject to the termination provisions at 45 C.F.R. 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 C.F.R. 200.340. Pursuant to 2 C.F.R. 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.

### Assurance of Compliance

- The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by

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or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

### 3. Key Personnel

#### Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

#### Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

#### Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
  - o **Project Director (PD)- Danielle Gomez @ 100% Level of Effort**
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

#### Key Personnel Changes Requiring Approval

Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

**Note:** Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

### 4. Reporting Requirements

*All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.*

#### A. Federal Financial Report (FFR/SF-425)

- **Due: By December 28, 2026**
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
  - o Recipients must request appropriate PMS user access
  - o Reports sent by email or uploaded to eRA Commons will not be accepted
  - o See [Instructions for FFR Submission](#)

#### B. Programmatic Progress Report (PPR)

- **Due:** Semi-Annual Progress Reports at 6 months and Annual Progress Reports at 12 months. The six-month report is due no later than 30 days after the end of the second quarter. The annual report is due within 90 days of the end of each budget period
- **Submission Method:** Via eRA Commons

- 
- **Content Must Include:**
    - o Performance measure data and evaluation results
    - o Summary of key accomplishments
    - o Description of changes made during the budget period
    - o Challenges encountered and actions taken to address them

### **C. Final Reports (for Closeout)**

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
  - o Final Federal Financial Report (Final FFR/SF-425) via PMS
  - o Final Progress Report (FPR) via eRA Commons
  - o Tangible Personal Property Report (Final TPRR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
  - o Unilateral closeout by SAMHSA
  - o Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
  - o Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339)
- **Closeout Liquidation Period:**
  - o All obligations must be liquidated no later than 120 days after the project period end date
  - o After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at [SAMHSA Grant Closeout](#)

## **5. Government Performance and Results Act (GPRA) Compliance**

GPRA tools are being updated to comply with Presidential Executive Orders.

## **6. Financial Management Standards**

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
  - o Allowable
  - o Allocable
  - o Reasonable
  - o Necessary
  - o Consistently applied in accordance with 2 CFR Part 200 and 45 CFR Part 75

## **7. Consequences for Noncompliance**

Failure to comply with terms and conditions may result in:

- Withholding of payments

- 
- Disallowance of costs
  - Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75
  - Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and 75.372

## 8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see [SAMHSA Post Award Amendments](#).

## 9. Standard Terms and Conditions

**Effective Date:** The updated [HHS Grants Policy Statement \(GPS\)](#) is effective as of **April 2025**.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: [SAMHSA Standard Terms and Conditions](#)

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

### Additional Term Details

#### **Budget and Funding Overview**

Budget Period Compliance Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

#### **Regulatory Requirements**

**Applicable Regulatory Provisions** Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

**Termination** Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities. Compliance with Court Orders Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

**Civil Rights Compliance Requirement** The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or

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pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

**Key Personnel**

If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons. Key Personnel Changes Requiring Approval Any changes to Key Personnel, including: The proposal of new staff in a Key Personnel role, or A separation from the project for three months or longer, or A reduction in effort of 25% or more

Note: Hiring Key Personnel before receiving formal approval is at the recipient's own risk

**Reporting Requirements**

All reports must be submitted by the deadlines outlined within this NoA. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout. A. Federal Financial Report (FFR/SF-425) Due: Annually, no later than 90 days after the end of each budget period Submission Method: Via the Payment Management System (PMS) Requirements: Recipients must request appropriate PMS user access Reports sent by email or uploaded to eRA Commons will not be accepted See Instructions for FFR Submission (must be logged in to PMS to access) B. Programmatic Progress Report (PPR) Due as detailed in this NoA: C. Final Reports (for Closeout) Due: Within 120 days after the project period ends Required Reports: Final Federal Financial Report (Final FFR/SF-425) via PMS Final Progress Report (FPR) via eRA Commons Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons Consequences for Failure to Submit Acceptable Final Reports: Unilateral closeout by SAMHSA Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records) Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339) Closeout Liquidation Period: All obligations must be liquidated no later than 120 days after the project period end date After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied. Additional closeout information and instructions on submitting reports are available at SAMHSA Grant Closeout

**Financial Management Standards**

Recipients must maintain financial systems that: Track sources and uses of federal funds Compare actual expenditures to approved budgets Keep federal funds separate from other funds (no commingling) Ensure that all costs charged to awards are: Allowable, Allocable, Reasonable, Necessary, Consistently applied in accordance with 2 CFR Part 200 and 45 CFR Part 75

**Consequences for Noncompliance**

Failure to comply with terms and conditions may result in: Withholding of payments, Disallowance of costs, Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75, Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and

**Post Award Amendments and Responses**

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see SAMHSA Post Award Amendments.

**Standard Terms and Conditions**

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS. Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions. All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer. Access: SAMHSA Standard Terms and Conditions at <https://www.samhsa.gov/grants/grants-management/notice-of-award/terms> All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Compliance with Court Orders**

Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

*It is the Grantee's responsibility to assure that all approved activities and budget determinations are followed, please be sure to review your approved RAM(s), Correspondences, and guidance associated with the original request, if applicable. Please contact your GPO and GMS if you have questions.*

**STANDARD TERMS AND CONDITIONS**

**Standard Terms for Awards**

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

Lloyd Roberts, Program Official  
Phone: 240-276-0435 Email: [Lloyd.Roberts@samhsa.hhs.gov](mailto:Lloyd.Roberts@samhsa.hhs.gov)

Courtney Dodson, Grants Specialist  
Phone: (240) 276-1849 Email: [COURTNEY.DODSON@SAMHSA.HHS.GOV](mailto:COURTNEY.DODSON@SAMHSA.HHS.GOV)

**RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE WILLIAMSON COUNTY GENERAL SESSIONS VETERANS TREATMENT COURT AND AMENDING THE 2025-26 VETERANS TREATMENT COURT BUDGET BY \$383,642 - REVENUES TO COME FROM GRANT FUNDS**

- WHEREAS,** Williamson County received a notice of award for a grant with the Substance Abuse and Mental Health Services Administration (SAMHSA); and
- WHEREAS,** the grant is for substance abuse and mental health services for participants of the Williamson County General Sessions Veterans Treatment Court; and
- WHEREAS,** there is no requirement for Williamson County to appropriate matching funds; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the Department of Health and Human Services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this 13<sup>th</sup> day of October, 2025, hereby authorizes the execution of the grant contract on behalf of the Williamson County General Sessions Veterans Treatment Court with the Department of Health and Human Services and to amend the Veterans Treatment Court budget for the 2025-26 fiscal year;

**AND BE IT FURTHER RESOLVED,** that the 2025-26 Veterans Treatment Court Budget be amended as follows:

**REVENUES**

Other Federal Revenue	
101.00000.479900.00000.00.00.00.G0056	\$383,642.00

**EXPENDITURES**

Contract with Government Agencies- Vet Court	
101.53300.530902.00000.00.00.00.G0056	\$383,642.00

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Public Safety	For <u>3</u>	Against <u>0</u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

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

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

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

\_\_\_\_\_  
Date



**Recipient Information**

1. Recipient Name  
 WILLIAMSON COUNTY VETERANS  
 TREATMENT COURT  
 1320 W MAIN ST STE 203  
 FRANKLIN, TN 37064

2. Congressional District of Recipient  
 07

3. Payment System Identifier (ID)  
 1626000913A3

4. Employer Identification Number (EIN)  
 626000913

5. Data Universal Numbering System (DUNS)  
 117500747

6. Recipient's Unique Entity Identifier  
 HN4KFN5CEVH7

7. Project Director or Principal Investigator  
 Tracey McKinney  
  
 tracey.mckinney@williamsoncounty-tn.gov  
 615-426-9429

8. Authorized Official  
 ROGERS ANDERSON  
 COUNTY.MAYOR@WILLIAMSONCOUNTY-  
 TN.GOV  
 615-790-5761

**Federal Agency Information**

9. Awarding Agency Contact Information  
 Courtney Dodson  
 Grants Specialist  
 COURTNEY.DODSON@SAMHSA.HHS.GOV  
 (240) 276-1849

10. Program Official Contact Information  
 Daniel Maas  
 Program Official  
 Daniel.Maas@samhsa.hhs.gov  
 (240) 276-1148

**Federal Award Information**

11. Award Number  
 5H79TI086202-03

12. Unique Federal Award Identification Number (FAIN)  
 H79TI086202

13. Statutory Authority  
 Section 509 (42 USC 290bb-2) of the PHS Act, as amended

14. Federal Award Project Title  
 Williamson County Veterans Treatment Court Enhancement Project

15. Assistance Listing Number  
 93.243

16. Assistance Listing Program Title  
 Substance Abuse and Mental Health Services Projects of Regional and National  
 Significance

17. Award Action Type  
 Non-Competing Continuation

18. Is the Award R&D?  
 No

Summary Federal Award Financial Information	
<del>19. Budget Period Start Date 09/30/2025 - End Date 09/29/2026</del>	
20. Total Amount of Federal Funds Obligated by this Action	\$383,642
20a. Direct Cost Amount	\$383,642
20b. Indirect Cost Amount	\$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	\$383,642
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$383,642
<del>26. Project Period Start Date 09/30/2023 - End Date 09/29/2028</del>	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$1,133,731

28. Authorized Treatment of Program Income  
 Additional Costs

29. Grants Management Officer - Signature  
 LeSchell D Browne

**30. Remarks**  
 Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



Notice of Award

SAMHSA Treatment Drug Courts  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Issue Date: 09/16/2025

Center for Substance Abuse Treatment

**Award Number:** 5H79TI086202-03  
**FAIN:** H79TI086202  
**Program Director:** Tracey McKinney

**Project Title:** Williamson County Veterans Treatment Court Enhancement Project

**Organization Name:** WILLIAMSON COUNTY VETERANS TREATMENT COURT

**Authorized Official:** ROGERS ANDERSON

**Authorized Official e-mail address:** COUNTY.MAYOR@WILLIAMSONCOUNTY-TN.GOV

**Budget Period:** 09/30/2025 – 09/29/2026

**Project Period:** 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$383,642 (see "Award Calculation" in Section I and "Terms and Conditions" in Section II) to WILLIAMSON COUNTY VETERANS TREATMENT COURT in support of the above referenced project. This award is pursuant to the authority of Section 509 (42 USC 290bb-2) of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
LeSchell D Browne  
Grants Management Officer  
Division of Grants Management  
[LeSchell.Browne@samhsa.hhs.gov](mailto:LeSchell.Browne@samhsa.hhs.gov)  
See additional information below

**SECTION I – AWARD DATA – 5H79TI086202-03**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$164,161
Fringe Benefits	\$49,913
Travel	\$8,369
Supplies	\$46,050
Contractual	\$111,479
Other	\$3,670
<b>Direct Cost</b>	<b>\$383,642</b>
<b>Approved Budget</b>	<b>\$383,642</b>
<b>Federal Share</b>	<b>\$383,642</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$383,642</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$383,642
4	\$390,107
5	\$396,828

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1626000913A3  
 Document Number: 23TI86202A  
 Fiscal Year: 2025

IC	CAN	Amount
TI	C96N306	\$383,642

IC	CAN	2025	2026	2027
TI	C96N306	\$383,642	\$390,107	\$396,828

**TI Administrative Data:**

PCC: DC-AD23 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI086202-03**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 5H79TI086202-03**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

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**SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 5H79TI086202-03**

**REMARKS**

**Federal Terms and Conditions for SAMHSA Grant Awards**

*This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.*

**Prohibited Uses of Grant Funds in Harm Reduction Activities**

SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at [Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets](#).

**Antidiscrimination Compliance Requirement**

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

**Title IX Compliance Requirement**

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC

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1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.

- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

## **1. Budget and Funding Overview**

### **Award Approval**

- This Notice of Award (NoA) approves the budget submitted on 01/29/2025.

### **Budget Period Compliance**

- Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

## **2. Regulatory Requirements**

### **Applicable Regulatory Provisions**

- Prior to October 1, 2025, this award is subject to 45 C.F.R. 75 except for eight flexibilities from 2 C.F.R. 200 adopted by HHS on October 1, 2024. After October 1, 2025, this award will be subject to any applicable provisions of 2 C.F.R. 200 and 2 C.F.R. 300.

### **Termination**

- Prior to October 1, 2025, this award is subject to the termination provisions at 45 C.F.R. 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 C.F.R. 200.340. Pursuant to 2 C.F.R. 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.

### **Assurance of Compliance**

- The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and

### 3. Key Personnel

#### Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

#### Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

#### Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
  - o **Project Director (PD)- Tracey, McKinney @ 100% Level of Effort**
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

#### Key Personnel Changes Requiring Approval

Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

**Note:** Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

### 4. Reporting Requirements

*All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.*

#### A. Federal Financial Report (FFR/SF-425)

- **Due: By December 28, 2026**
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
  - o Recipients must request appropriate PMS user access
  - o Reports sent by email or uploaded to eRA Commons will not be accepted
  - o See [Instructions for FFR Submission](#)

#### B. Programmatic Progress Report (PPR)

- **Due:** Semi-Annual Progress Reports at 6 months and Annual Progress Reports at 12 months. The six-month report is due no later than 30 days after the end of the second quarter. The annual report is due within 90 days of the end of each budget period.
- **Submission Method:** Via eRA Commons
- **Content Must Include:**
  - o Performance measure data and evaluation results
  - o Summary of key accomplishments
  - o Description of changes made during the budget period
  - o Challenges encountered and actions taken to address them

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### C. Final Reports (for Closeout)

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
  - o Final Federal Financial Report (Final FFR/SF-425) via PMS
  - o Final Progress Report (FPR) via eRA Commons
  - o Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
  - o Unilateral closeout by SAMHSA
  - o Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
  - o Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339)
- **Closeout Liquidation Period:**
  - o All obligations must be liquidated no later than 120 days after the project period end date
  - o After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at [SAMHSA Grant Closeout](#)

### 5. Government Performance and Results Act (GPRA) Compliance

GPRA tools are being updated to comply with Presidential Executive Orders.

### 6. Financial Management Standards

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
  - o Allowable
  - o Allocable
  - o Reasonable
  - o Necessary
  - o Consistently applied in accordance with 2 CFR Part 200 and 45 CFR Part 75

### 7. Consequences for Noncompliance

Failure to comply with terms and conditions may result in:

- Withholding of payments
- Disallowance of costs
- Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75
- Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and 75.372

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## 8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see [SAMHSA Post Award Amendments](#).

## 9. Standard Terms and Conditions

**Effective Date:** The updated [HHS Grants Policy Statement \(GPS\)](#) is effective as of **April 2025**.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: [SAMHSA Standard Terms and Conditions](#)

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

### Additional Term Details

#### **Budget and Funding Overview**

Budget Period Compliance Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

#### **Regulatory Requirements**

**Applicable Regulatory Provisions** Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

**Termination** Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities. Compliance with Court Orders Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

**Civil Rights Compliance Requirement** The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of

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Health and Human Services (45 CFR Part 92).

**Key Personnel**

If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons. Key Personnel Changes Requiring Approval Any changes to Key Personnel, including: The proposal of new staff in a Key Personnel role, or A separation from the project for three months or longer, or A reduction in effort of 25% or more

Note: Hiring Key Personnel before receiving formal approval is at the recipient's own risk

**Reporting Requirements**

All reports must be submitted by the deadlines outlined within this NoA. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout. A. Federal Financial Report (FFR/SF-425) Due: Annually, no later than 90 days after the end of each budget period Submission Method: Via the Payment Management System (PMS) Requirements: Recipients must request appropriate PMS user access Reports sent by email or uploaded to eRA Commons will not be accepted See [Instructions for FFR Submission](#) (must be logged in to PMS to access) B. Programmatic Progress Report (PPR) Due as detailed in this NoA: C. Final Reports (for Closeout) Due: Within 120 days after the project period ends Required Reports: Final Federal Financial Report (Final FFR/SF-425) via PMS Final Progress Report (FPR) via eRA Commons Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons Consequences for Failure to Submit Acceptable Final Reports: Unilateral closeout by SAMHSA Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records) Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339) Closeout Liquidation Period: All obligations must be liquidated no later than 120 days after the project period end date After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied. Additional closeout information and instructions on submitting reports are available at SAMHSA Grant Closeout

**Financial Management Standards**

Recipients must maintain financial systems that: Track sources and uses of federal funds Compare actual expenditures to approved budgets Keep federal funds separate from other funds (no commingling) Ensure that all costs charged to awards are: Allowable, Allocable, Reasonable, Necessary, Consistently applied in accordance with 2 CFR Part 200 and 45 CFR Part 75

**Consequences for Noncompliance**

Failure to comply with terms and conditions may result in: Withholding of payments, Disallowance of costs, Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75, Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and 75.372

**Post Award Amendments and Responses**

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see SAMHSA Post Award Amendments.

**Standard Terms and Conditions**

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The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS. Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions. All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer. Access: SAMHSA Standard Terms and Conditions at <https://www.samhsa.gov/grants/grants-management/notice-of-award/terms> All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Compliance with Court Orders**

Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

*It is the Grantee's responsibility to assure that all approved activities and budget determinations are followed, please be sure to review your approved RAM(s), Correspondences, and guidance associated with the original request, if applicable. Please contact your GPO and GMS if you have questions.*

**STANDARD TERMS AND CONDITIONS**

**Standard Terms for Awards**

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions at <https://www.samhsa.gov/grants/grants-management/notice-of-award/terms>

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

Daniel Maas, Program Official  
**Phone:** (240) 276-1148 **Email:** Daniel.Maas@samhsa.hhs.gov

Courtney Dodson, Grants Specialist  
**Phone:** (240) 276-1849 **Email:** COURTNEY.DODSON@SAMHSA.HHS.GOV

**RESOLUTION ACCEPTING A DONATION FROM FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2025-2026 ANIMAL CENTER BUDGET  
BY \$95,000 – 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,** Friends of Williamson County Animal Center has donated \$95,000 to be used for the Pawsabilities Coordinator position salary and relief veterinarian support

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of October 2025, on behalf of Williamson County Animal Center, accepts the generous donation;

**AND BE IT FURTHER RESOLVED** that the 2025-26 Williamson County Animal Center budget be amended, and the funds be appropriated as follows:

**REVENUE:**

Donations  
101.0000.486109.00000.00.00.00 **\$95,000**

**EXPENDITURE:**

Part Time Personnel  
101.55120.516900.00000.00.00.00 **\$25,000**

Veterinary Services **\$70,000**  
101.55120.535700.00000.00.00.00

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee For 3 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_  
Budget Committee For 4 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

Resolution No. 10-25-10  
Requested by: Office of Public Safety

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**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A GRANT CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND APPROPRIATING AND AMENDING THE OFFICE OF PUBLIC SAFETY 2025-26 BUDGET BY \$30,065 – REVENUES TO COME FROM GRANT FUNDS**

**WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and

**WHEREAS,** the Williamson County Office of Public Safety has been awarded a Tennessee Highway Safety Office grant ("Grant") to install hardware as a service ("HAAS") technology in some of the fire department fleet vehicles and possibly Emergency Management Agency vehicles; and

**WHEREAS,** the HAAS technology will send a direct alert through navigation systems when a fire engine is nearby, prompting drivers to pull over, thereby reducing collision risk and enhancing safety for responders and the public; and

**WHEREAS,** the grant is for \$30,065, and the contract does not require matching funds from Williamson County; and

**WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the State for grant assistance to be used for the installation of HAAS technology in emergency vehicles:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of October 2025, hereby authorizes the Williamson County Mayor to execute a grant contract and all other related documents with the State of Tennessee Department of Safety and Homeland Security for the acceptance of grant funds for the purpose of installing HAAS technology in emergency vehicles;

**AND BE IT FURTHER RESOLVED,** that the 2025-26 Office of Public Safety budget be amended, as follows:

**REVENUES:**

Federal Through State Grant  
101.00000.475900.00000.00.00.00.G0095 \$30,065.00

**EXPENDITURES:**

Other Equipment  
101.54900.579000.00000.00.00.00.G0095 \$30,065.00

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Committee For 3 Against 0  
Budget Committee For 4 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 01, 2025	<b>End Date</b> September 30, 2026	<b>Agency Tracking #</b> Z26THS413	<b>Edison ID</b> 87770 (Other)		
<b>Grantee Legal Entity Name</b> Williamson County Government			<b>Edison Vendor ID</b>		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number - 20.616</b>			
		<b>Grantee's fiscal year end - June 30</b>			
<b>Service Caption (one line only)</b> Williamson County Unincorporated VFD Truck-Public Safety					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2026		\$30,065.00			\$30,065.00
<b>TOTAL:</b>		<b>\$30,065.00</b>			<b>\$30,065.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Williamson County Government**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County Government, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and will include one or more of the following services: building and implementation of safe community coalitions and partnerships; building coalitions based on diversity issues; provide educational resources, public information and education; collect and evaluate data for allocation resources; provide and manage certified training.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

<b>Monthly Claims and Status Reports</b>	
<b>Reporting Period</b>	<b>Due Date</b>
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

<b>Quarterly Claims and Status Reports</b>	
<b>Reporting Period</b>	<b>Due Date</b>
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA ([www.nhtsa.gov](http://www.nhtsa.gov)).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair

Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
  - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
  - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at [www.THSOGrants.org](http://www.THSOGrants.org).
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Sixty Five Dollars and Zero Cents (\$30,065.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25th Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).

- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director  
Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243  
Telephone #: (615) 741-2589

The Grantee:

Beth Lothers, Grant Writer  
Williamson County Government  
1320 Main St. West  
Franklin, Tennessee 37064  
Email Address: beth.lothers@williamsoncounty-tn.gov  
Telephone #: (615) 790-5700

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is

paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee

- resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

#### Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Williamson County Government:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**JEFF LONG, COMMISSIONER**

**DATE**

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Williamson County Government
Subrecipient's Unique Entity Identifier (SAM)	DPCXM6A1QBQ7
Federal Award Identification Number (FAIN)	69A3752530000405HTN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$30,065.00
Total amount of federal funds obligated to the subrecipient	\$30,065.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$110,665.12
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

Resolution No.: 10-25-11  
Requested by: Sheriff's Office

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**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH BRIGHTSTONE, INC. AND AMENDING  
THE 2025-26 SHERIFF'S OFFICE BUDGET BY \$25,600.00 – REVENUES TO COME FROM  
COUNTY GENERAL FUND BALANCE**

**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,** the Williamson County Sheriff's Office is in need of more office space and Brightstone, Inc. has offered to lease a structure located at 4147 Columbia Pike, Franklin, Tennessee; and

**WHEREAS,** the lease agreement would provide needed space for the Sheriff's Office for law enforcement purposes; and

**WHEREAS,** it is estimated that the first year cost to the County for the lease is \$25,600.00; and

**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 lease agreement with Brightstone, Inc. to lease space to the Sheriff's Office for the provision of law enforcement purposes.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of October, 2025, hereby authorizes the Williamson County Mayor to execute a lease agreement and any future amendments or addendums, with Brightstone, Inc. for the lease of space in the structure located at 4147 Columbia Pike, Franklin, Tennessee to the Williamson County Sheriff's Office for the provision of law enforcement purposes.

**AND BE IT FURTHER RESOLVED,** that the 2025-26 Sheriff's Office budget be amended, as follows:

**REVENUES:**

Fund Balance  
101.00000.390000.00000.00.00.00 **\$25,600.00**

**EXPENDITURES:**

Operating Lease Payments  
101.54110.533000.00000.00.00.00 \$20,000.00

Contract w/ Privet Agencies  
101.54110.531200.00000.00.00.00 \$4000.00

Electricity  
101.54110.541500.00000.00.00.00 \$1,600.00

**\$25,600.00**

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0  
Budget Committee For 4 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between Brightstone, Inc., a Tennessee not for profit corporation ("Landlord") and \_\_\_\_\_, ("Tenant").

### WITNESSETH:

For and in consideration of the rentals, undertakings and mutual covenants hereinafter set forth, the parties hereto mutually agree as follows, this Lease being expressly subject to the terms and conditions hereinafter set out:

**1. Premises:** Subject to the terms and conditions hereinafter expressed, Landlord leases to Tenant and Tenant leases from Landlord a portion of certain property known as "Brightstone Love House" 4174 Columbia Pike, Franklin Tennessee (Property) located in Williamson County, Tennessee, which is more particularly described on Exhibit "A" attached hereto and incorporated by this reference, together with all structures now or hereinafter situated thereon ("Improvements"). The Premises shall mean portion of the Property consisting of building and approximately 1 acres and depicted on Exhibit "B" incorporated herein. The building contains approximately 1,500 square feet.

**2. Term:**

A. Unless terminated as provided herein, the term of this lease shall be (3) three years commencing on the \_\_\_\_ day of \_\_\_\_\_ 2025 and continue until the \_\_\_\_ day of \_\_\_\_\_, 2028.

**3. Renewal:** Tenant shall have an option to renew the Lease for an additional (3) year term which may be exercised at the sole discretion of Tenant subject to mutual agreement of Base Rental for the renewed term. To exercise any of the renewal options, Tenant must give written notice to Landlord on or before ninety (90) days prior to the expiration of the term of the initial lease term. Upon failure by Tenant to timely exercise any right to renew the Lease, parties cannot agree on Base Rent for renewed term within thirty (30) days of notification or upon any default of the Lease, all further renewal rights of Tenant shall immediately cease and terminate.

**4. Rent:**

**A. Base Rental:** During the initial term and any extended term, Tenant agrees to pay to Landlord in monthly rent of Two Thousand five hundred & no/100 (\$2,500) Dollars. All monthly installments shall be paid in advance on or before the first day of each month, without demand, to Landlord at the address set forth hereinafter. If not paid when due, said rental shall bear interest at the maximum legal contract rate allowed by law. The base rental for the first and last month is prorated on a daily basis. Rental for the first month is due upon the execution of this agreement.

**B. Annual Rent Adjustments**

Nov 1<sup>st</sup> 2026 - \$2,600/mo. - 4%

Nov 1<sup>st</sup> 2027 - \$2,700/mo. - 4%

Nov 1<sup>st</sup> 2028 - \$2,800/mo. - 4%

**C. Additional Rent.** None

**5. Conditions.** Tenant has examined the leased premises and accepts the same in their present state and condition as of the date hereof without any other representations or warranties, expressed or implied, fact or in law, by Landlord as to the nature, condition or usability thereof.

**6. Use:** Tenant agrees that the leased Premises will be used for \_\_\_\_\_ . Tenant shall not knowingly use or occupy the Premises or any part thereof, or suffer or permit the same for any business or purpose deemed hazardous on account of fire or otherwise or deemed a nuisance, public or private, or which may make void or voidable any insurance then in force with respect to the Premises. Tenant shall not use Premises for any storage facilities. Tenant may only use the parking spaces on the Premises for overnight or extended parking.

**7. Improvements** Landlord shall not be responsible for any improvements or alterations to any structure or appurtenances now on the leased premises or which may be placed there during the term of the Lease. Any improvements made by Tenant to or upon the leased premises which still remain there at the expiration of this Lease shall upon such expiration of the Lease for whatever reason, be and become the sole property of Landlord.

**8. Tenant's Repairs:** Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling, and light fixtures as clean and in a good repair as the same are at the commencement of the lease, notwithstanding reasonable wear and tear and damage by fire or other casualty or condemnation. Tenant will promptly replace all glass broken during the term with glass of same quality. Tenant shall procure its own trash disposal.

**9. Landlord's Repairs:** Landlord shall maintain and keep in good repair and working order the roof, exterior walls, HVAC system, electrical wiring, plumbing system, the parking lot and underground water and sewerage pipes. Landlord shall pay for lawn care, pest control on the Property. Tenant shall reimburse Landlord for any such maintenance, repairs or replacements made necessary by any acts of Tenant or its agents or invitees.

**10. Utilities:** Tenant shall be responsible for the payment of all bills and/or assessments for electrical, telephone, and other utilities serving the Premises. To the extent that the Landlord shall be billed for any such services to be paid by Tenant, Tenant shall reimburse Landlord for the amount within ten (10) days of being furnished with a statement from Landlord. If the amount due as shown on such statement is not paid when due, it shall bear interest at the maximum legal contract rate until paid.

**11. Insurance:**

A. Landlord agrees at its own expense that it will at all times during the term of this lease keep the Premises insured by good and responsible insurance companies for protection against damage or destruction by fire and other perils embraced within the term "extended coverage" in an amount not less than the full insurable value for the improvements with a replacement cost endorsement.

B. All property of the Tenant that may at any time be used, left, or placed on the Premises shall be at the sole risk of the Tenant. Tenant shall carry contents insurance on its contents.

C. To the extent not covered by insurance, Tenant will indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage of person or property which arises out of any cause associated with its business, use of Premises, or omission to act.

D. Damages to Premises: If all or any part of the Premises shall be destroyed or damaged and Landlord's policy covers the loss, the proceeds shall be payable to the Landlord.

(1) If Premises should be destroyed or damaged to the extent of fifty percent (50%) or more, during the term of this lease. Tenant may elect at its sole option to terminate this lease by notice of cancellation with thirty (30) days of the event and thereupon this lease shall terminate and Tenant shall vacate and surrender the Premises.

**12. Taxes:**

A. Landlord shall pay all applicable property taxes on the leased Premises.

**13. Renovations and Alterations of Premises.** Tenant shall not paint, decorate or in any way change the exterior or the appearance of the Premises without prior written consent of Landlord. Tenant shall not remodel, make additions, alterations or structural changes to the interior or exterior of Premises without prior written consent of Landlord which consent will not be unreasonably withheld; however Tenant is permitted to paint and decorate the interior of Premises without the prior consent of Landlord. Tenant shall allow no lien to be placed against the Premises. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of the Tenant.

**14. Eminent Domain:**

A. If the whole of the Premises shall be taken or condemned by any competent authority in any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as theretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority and an appropriate pro-rata portion of any rent paid in advance shall be refunded.

**15. Assignment and Subletting:** Tenant may not assign or encumber this lease or sublet the Premises either in whole or in part, without the prior written consent of Landlord which shall not be unreasonably withheld. Consent to one assignment or subletting will not be deemed a consent to any other. The transfer of the majority of the voting stock of Tenant if a corporation, the transfer of a majority of the partnership interests in Tenant if Tenant is a partnership, and any transfer by operation of law will be deemed assignments which require Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

**16. Assignment by Landlord:** Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, Project and property referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, provided the purchaser assumes Landlord's executory obligations hereunder; and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

**17. Default of Tenant:** Each of the following events shall constitute a default or breach

of this Lease by Tenant:

A. If Tenant shall fail to pay Landlord any rent or additional rent for more than five (5) days after rent is due; or

B. If Tenant shall fail to perform or comply with any of the other conditions of this Lease within thirty (30) days after notice by Landlord to Tenant which specifies the condition to be performed or complied with; or if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance; or

C. If Tenant shall fail to move into and take possession of the Premises when the Premises are ready for occupancy; or

D. If Tenant shall vacate the Premises without Landlord's prior written consent.

E. If Tenant shall become insolvent or unable to pay its debts as they become due or Tenant notifies Landlord that it anticipates either condition.

**18. Landlord's Remedies:** Upon the occurrence of any event or events of default by Tenant, whether enumerated in above paragraph or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand for possession whatsoever. Tenant hereby specifically waives notice and demand for payment of rent or other obligations due and waives any and all other notices or demand requirements imposed by applicable law.

A. Terminate this Lease in which Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail so to do, Landlord may without further notice and without prejudice to any other remedy that Lessor may have, enter upon the Premises and expel or remove Tenant and its effects by force if necessary, without being liable to prosecution or any claim for damages thereof; or

B. Without terminating this Lease, re-enter "Re-entry" the Premises and expel, remove and put out Tenant or any person occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may at its option relet the Premises or any part thereof as the agent of Tenant. In the event of such subletting, Landlord shall apply the rent first to the payment of Landlord's expenses, including attorney's fees incurred by reason of Tenant's default, secondly to the expense of reletting including but not limited to the repairs, renovation or alteration of the Premises, and then to the payment of rent and all other sums due from Tenant hereunder and Tenant shall remain liable for any deficiency; or

C. Without terminating this Lease, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant further agrees that Landlord shall not be liable for any damages to Tenant which result from such action. Tenant shall remain liable for any and all expenses associated with the obligation; or

D. Exercise all other remedies available to Landlord at law or in equity, including without limitation, injunctive relief of all varieties.

**19. Default by Landlord and Tenant's Remedies;** Landlord shall be in default in the event Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations hereunder within thirty (30) days of the receipt by Landlord of written notice from Tenant of the alleged failure to perform. In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease as a result of the breach as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement, whether in this Lease or elsewhere. Tenant hereby waives such remedies of termination and rescission and hereby agrees that Tenant's remedies for default and for breach of any promise or inducement shall be limited to suit for damages and/or injunction. In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give the mortgagees which hold mortgages on the Building notice and a reasonable time to cure any default by Landlord.

**20. Non-waiver:** The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver or any remedy and shall not be deemed a waiver of subsequent breach or such term or condition.

**21. Quiet Enjoyment:** Landlord covenants that Landlord has good title to the leased premises, that it is unencumbered and that Landlord is under no disability that would impair Landlord's right to enter into this Lease. Tenant upon payment of the rent and upon performance of all the terms and conditions shall quietly have and enjoy the leased premises during the term of the lease and any renewal terms, without hindrance by or disturbance from Landlord or anyone claiming by or through Landlord.

**23. Right of Entry:** Landlord may at reasonable time and on reasonable notice, enter the Premises to inspect it, make any repairs that Tenant has failed to make or as required under this Lease and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may want to lease the Premises. If Landlord makes any repairs required to be made by Tenant, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest at the maximum legal contract rate within ten (10) days after Landlord presents Tenant with a statement which sets forth the repairs made and the amounts expended.

**24. Surrender:** Tenant shall upon the expiration of this Lease or upon the termination as provided, peacefully and quietly surrender the leased premises to Landlord and any improvements which may still remain. Tenant may upon the termination of this Lease, if it is not in default, remove from the leased premises all trade fixtures, structures and equipment,

provided that any damage or other injury to the leased premises that results from such removal be adequately repaired and the leased premises are fully restored by Tenant. All such items not removed promptly by Tenant upon the termination shall become the property of Landlord.

**25. Holding Over:** Should Tenant hold over the term, Tenant shall become a tenant from month to month at the monthly rental then payable equal to 150% of the current Base Rent and otherwise upon the covenants and conditions in this Lease and shall continue to be such Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

**26. Fixtures:** Tenant shall have the right, at the termination of this Lease to remove any and all trade fixtures, equipment and other property which it may have stored or installed in the Premises which were purchased or provided by Lessee and which are susceptible of being moved without damage to the building, provided that Lessee is not in default and that this right is exercised before the Lease is terminated. Tenant shall not have the right to remove any air conditioning or heating equipment, plumbing fixtures, wiring, floor coverings glued or fastened to the floors, nor any fixtures or machinery that were furnished or paid for by the Landlord.

**27. Attorney's Fees:** In the event it becomes necessary for Landlord to employ an attorney to enforce collection of rents agreed to be paid or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

**28. Subordination:** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing and to any renewals, refinancing and extension. Tenant irrevocably vests Landlord with full powers and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises and Tenant agrees to execute within fifteen (15) days to execute an further instrument subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

**29. Estoppel Letters:** Either party shall at any time from time to time upon not less than ten (10) days' prior written notice from the other execute, acknowledge and deliver to the requesting party a statement in recordable form and in writing certifying that this Lease is unmodified and in full force and effect or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, and the dates to which the rental and other charges are paid in advance, if any, and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default or specifying such default events if they are claimed. Any such statement requested by either party may be relied upon by any prospective purchaser or encumbrancer of

the Premises. Failure of a party to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the requesting party's performance, and that not more than two (2) months' rental has been paid in advance.

**30. Notices:** Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord: Brightstone, Inc.  
PO Box 682966  
Franklin, TN 37068

Tenant: \_\_\_\_\_  
\_\_\_\_\_

**31. Entire Agreement:** The entire understanding between the parties is set out in this Lease. This lease supersedes and voids all prior proposals, letters and agreements, oral or written.

**32. Modification:** No modification or alteration of this Lease shall be valid or binding upon the parties unless such modification or change shall be in writing and signed by the party against whom the same is sought to be enforced.

**33. Applicable Law:** This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee. Should any provision be held to be invalid or unenforceable by a court of competent jurisdiction, the validity, or legality of the remaining provisions shall not be affected but shall continue in full effect.

**34. Severability.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

**35. Successors and Assigns:** All the terms, covenants and conditions hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**36. Captions:** The heading and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph section contained herein.

**37. Time of Performance:** Except as expressly otherwise herein provided, with respect to all required acts, time is of the essence of this Lease.

**38. Number and Gender:** Whenever required by the context, the singular number

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shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

**39. Force Majeure:** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable to or responsible for , and there shall be excluded from the computation of such period of time, any delays due to strike, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause whatsoever beyond the control of Landlord.

**40. No Broker:** Tenant warrants and represents that no broker was involved in negotiating or consummating this Lease, and agrees to indemnify and hold Landlord harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease due to any action of the indemnifying party.

**41. Special Provision – Early Termination**

Notwithstanding any other provision of this Lease, either Landlord or Tenant may terminate this Lease for any reason by providing the other party with no less than six (6) months' prior written notice of termination. Such notice shall be delivered by one of the following methods: (a) personal hand delivery with written acknowledgment of receipt, (b) certified mail, return receipt requested, to the party's address as stated in this Lease (or any updated address provided in writing), or (c) email to the party's designated email address on record, provided that confirmation of receipt is obtained. Upon expiration of such notice period, this Lease shall terminate, and both parties shall be released from any further obligations hereunder, except for those obligations that expressly survive termination.

LANDLORD

Brightstone, Inc.

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

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

TENANT

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

Authorized Signature : \_\_\_\_\_

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LETTER OF AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION AND APPROPRIATING AND AMENDING THE 2025-2026 SHERIFF'S OFFICE BUDGET BY \$245,224.22 – REVENUES TO COME FROM GRANT FUNDS AND UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

**WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into agreements with state agencies; and

**WHEREAS,** the County received notice that it received a grant in the amount of \$140,975.00 from the State of Tennessee, Department of Finance and Administration for the Sheriff's Office to fund mental health transport; and

**WHEREAS,** the grant does not require matching funds; and

**WHEREAS,** funds received from the state pursuant to last year's mental health transport grant in the amount of \$104,249.22 were not exhausted during the 2024-2025 fiscal year within the operating budget. These funds not exhausted rolled into the General Fund Balance for fiscal year 2026 and need to be transferred to continue disbursing these funds to fulfill the County's contractual obligations for funding mental health transport;

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the Williamson County Mayor to enter into the letter of agreement with the State of Tennessee, Department of Finance and Administration for funding for mental health transport and to transfer funds received from the previous mental health transport grant to the Sheriff's Office budget:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of October, 2025, hereby authorizes the Williamson County Mayor to enter into a letter of agreement with the State of Tennessee, Department of Finance and Administration as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations for funding for mental health transport;

**AND BE IT FURTHER RESOLVED,** that the 2025-26 Williamson County Sheriff's Office budget be amended as follows:

**REVENUES:**

County General Unappropriated Fund Balance	\$104,249.22
101.00000.390000.00000.00.00.00	
State Grant	\$140,975.00
101.00000.469800.00000.00.00.00.G0086	

**EXPENDITURES:**

Other Contract Services	\$245,224.22
101.54110.539900.00000.00.00.00.G0086	

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety	For <u>3</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 SHERIFF'S DEPARTMENT BUDGET BY \$22,936.33 - REVENUES TO COME FROM ROLLOVER FEDERAL PASS-THROUGH STATE GRANT FUNDS**

**WHEREAS,** in the 2024-25 fiscal year, Sheriff's Department received grant funds from the Tennessee Department of Safety and Homeland Security for the provision of funding for participation in the Police Traffic Services Highway Safety Project(s); and

**WHEREAS,** the grant is for a total not to exceed \$40,000.00, conditions set forth by the notice of award and terms and conditions; and

**WHEREAS,** funds received from this grant in the amount of \$22,936.33 were not exhausted during the 2024-2025 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 on the 13<sup>th</sup> of October, 2025 in Williamson County, Tennessee that the 2025-26 Sheriff's Department budget be amended to appropriate, as follows:

**REVENUES:**

Federal through State Grant - Highway Safety  
101.00000.475900.00000.00.00.00.G0012 **\$ 22,936.33**

**EXPENDITURES:**

Overtime  
101.54110.518700.00000.00.00.00 **\$ 14,938.33**

Other Charges  
101.54110.559902.00000.00.00.00 **\$7,998.00**

**\$ 22,936.33**

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee: For 4 Against 0  
Law Enforcement/Public Safety Committee: For 3 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$33,500,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS**

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated and Sections 49-3-1001, et seq., Tennessee Code Annotated (the “Acts”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects and school projects; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County, Tennessee (the “County”) hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide funds for the (1) design, construction, improvement, renovation and equipping of public buildings and facilities for the County, including but not limited to fire, public safety, emergency services and parks and recreational facilities; (2) design, construction, improvement, renovation and equipping of County high school facilities; (3) acquisition of all real and personal property associated therewith; (4) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); and (5) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the issuance of general obligation bonds to finance public works projects other than school projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did on September 8, 2025 adopt an initial resolution proposing the issuance of general obligation bonds to finance the Projects other than those related to County high schools, which initial resolution has been published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$33,500,000 in aggregate principal amount of its general obligation public improvement and school bonds; and providing for the levy of a tax for the payment of debt service on such bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Acts and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means not to exceed \$33,500,000 in aggregate principal amount of General Obligation Public Improvement and School Bonds of the County, authorized herein;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) “County” shall mean Williamson County, Tennessee;

(e) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) “Federal Tax Certificate and Agreement” shall have the meaning ascribed in Section 11 hereof.

(j) “Governing Body” means the Board of County Commissioners of the County;

(k) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(l) “Projects” shall have the meaning ascribed to it in the preamble hereto; and

(m) “Registration Agent” means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. The estimated debt service costs of the Bonds are set forth in Section 4 below. The proposed par amount of the Bonds includes an allowance for underwriting fees and other costs of issuance. The amount of underwriting fees and other costs of issuance will depend on the timing, amount and number of individual issuances. The Projects include capital improvements with varying estimated useful lives. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed \$33,500,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “General Obligation Public Improvement and School Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County’s debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2026	-	474,201.81	474,201.81
04/01/2027	-	1,303,150.00	1,303,150.00
04/01/2028	1,225,000.00	1,303,150.00	2,528,150.00
04/01/2029	1,270,000.00	1,255,497.50	2,525,497.50
04/01/2030	1,320,000.00	1,206,094.50	2,526,094.50
04/01/2031	1,370,000.00	1,154,746.50	2,524,746.50
04/01/2032	1,425,000.00	1,101,453.50	2,526,453.50
04/01/2033	1,480,000.00	1,046,021.00	2,526,021.00
04/01/2034	1,540,000.00	988,449.00	2,528,449.00
04/01/2035	1,600,000.00	928,543.00	2,528,543.00
04/01/2036	1,660,000.00	866,303.00	2,526,303.00
04/01/2037	1,725,000.00	801,729.00	2,526,729.00
04/01/2038	1,795,000.00	734,626.50	2,529,626.50
04/01/2039	1,860,000.00	664,801.00	2,524,801.00
04/01/2040	1,935,000.00	592,447.00	2,527,447.00
04/01/2041	2,010,000.00	517,175.50	2,527,175.50
04/01/2042	2,090,000.00	438,986.50	2,528,986.50
04/01/2043	2,170,000.00	357,685.50	2,527,685.50
04/01/2044	2,255,000.00	273,272.50	2,528,272.50
04/01/2045	2,340,000.00	185,553.00	2,525,553.00
04/01/2046	2,430,000.00	94,527.00	2,524,527.00
<b>Total</b>	<b>\$33,500,000.00</b>	<b>\$16,288,413.31</b>	<b>\$49,788,413.31</b>

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2035 shall mature without option of prior redemption and Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than 20 nor more than 60 days prior to the date fixed for

redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration

Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the “Regular Record Date”) by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of

the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days

prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to

authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON  
GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BOND, SERIES \_\_\_\_\_

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:              CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2026], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the

delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2035 shall mature without option of prior redemption and Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount

necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ \_\_\_\_\_ and issued by the County for the purpose of providing funds to (i) finance public works and public facilities improvements for the County and high school construction and improvement projects, and (ii) pay costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 *et seq.*, Tennessee Code Annotated and Sections 49-3-1001 *et seq.*, Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on October 13, 2025 (the “Resolution”).

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: [Form of Bond – Do Not Sign]  
County Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do Not Sign]  
County Clerk

Transferable and payable at the principal corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

*[End of Bond Form]*

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered by competitive sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement and School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21<sup>st</sup> fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is substantially level beginning no later than the third fiscal year following the issue date of such series of Bonds;

(5) establish the terms upon which the Bonds will be subject to redemption at the option of the County; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement and School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in one or more special funds, each known as the Public Improvement and School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall either (i) be retained in the Construction Fund and applied to the purposes described above, or (ii) transferred to the County's debt service fund and applied to payment of interest on the Bonds, as directed by the County Mayor and in either case in a manner consistent the terms of the Federal Tax Certificate and Agreement. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement: Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds, including a federal tax certificate and agreement governing (among other things) the application of the sale proceeds of the Bonds and the investment earnings thereon (the "Federal Tax Certificate and Agreement").

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

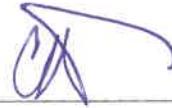
Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 14. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 13<sup>th</sup> day of October, 2025.



\_\_\_\_\_  
Commissioner

ATTEST:

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

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee: For 4 Against 0

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

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

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

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

\_\_\_\_\_  
Date

RESOLUTION NO. 10-25-14  
Requested By Budget Director

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$32,800,000 OF COUNTY DISTRICT SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS.**

WHEREAS, pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated (the “Act”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance school projects; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County, Tennessee (the “County”) hereby determines that it is necessary and desirable to issue county district school bonds of the County to provide funds for the (i) acquisition, design, construction, improvement, renovation and equipping of County K-8 school facilities; (ii) acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, architectural, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$32,800,000 in aggregate principal amount of its county district school bonds; and providing for the levy of a tax for the payment of debt service on such bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means not to exceed \$32,800,000 in aggregate principal amount of County District School Bonds of the County, authorized herein;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) “County” shall mean Williamson County, Tennessee;

(e) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) “Federal Tax Certificate and Agreement” shall have them meaning ascribed in Section 11 hereof.

(j) “Governing Body” means the Board of County Commissioners of the County;

(k) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(l) “Projects” shall have the meaning ascribed to it in the preamble hereto; and

(m) “Registration Agent” means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. The estimated debt service costs of the Bonds are set forth in Section 4 below. The proposed par amount of the Bonds includes an allowance for underwriting fees and other costs of issuance. The amount of underwriting fees and other costs of issuance will depend on the timing, amount and number of individual issuances. The Projects include capital improvements with varying estimated useful lives. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed \$32,800,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “County District School Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County’s debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2026	-	464,293.11	464,293.11
04/01/2027	-	1,275,920.00	1,275,920.00
04/01/2028	1,200,000.00	1,275,920.00	2,475,920.00
04/01/2029	1,245,000.00	1,229,240.00	2,474,240.00
04/01/2030	1,295,000.00	1,180,809.50	2,475,809.50
04/01/2031	1,345,000.00	1,130,434.00	2,475,434.00
04/01/2032	1,395,000.00	1,078,113.50	2,473,113.50
04/01/2033	1,450,000.00	1,023,848.00	2,473,848.00
04/01/2034	1,505,000.00	967,443.00	2,472,443.00
04/01/2035	1,565,000.00	908,898.50	2,473,898.50
04/01/2036	1,625,000.00	848,020.00	2,473,020.00
04/01/2037	1,690,000.00	784,807.50	2,474,807.50
04/01/2038	1,755,000.00	719,066.50	2,474,066.50
04/01/2039	1,825,000.00	650,797.00	2,475,797.00
04/01/2040	1,895,000.00	579,804.50	2,474,804.50
04/01/2041	1,965,000.00	506,089.00	2,471,089.00
04/01/2042	2,045,000.00	429,650.50	2,474,650.50
04/01/2043	2,125,000.00	350,100.00	2,475,100.00
04/01/2044	2,205,000.00	267,437.50	2,472,437.50
04/01/2045	2,290,000.00	181,663.00	2,471,663.00
04/01/2046	2,380,000.00	92,582.00	2,472,582.00
<b>Total</b>	<b>\$32,800,000.00</b>	<b>\$15,944,937.11</b>	<b>\$48,744,937.11</b>

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2035 shall mature without option of prior redemption and Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount

proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or

its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON  
COUNTY DISTRICT SCHOOL BOND, SERIES \_\_\_\_\_

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on April 1, 2026, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the

delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2035 shall mature without option of prior redemption and Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of

the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ \_\_\_\_\_ and issued by the County for the purpose of providing funds to finance County K-8 school projects and payment of costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 *et seq.*, Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on October 13, 2025 (the "Resolution").

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: [Form of Bond – Do Not Sign]  
County Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do Not Sign]  
County Clerk

Transferable and payable at the  
principal corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

*[End of Bond Form]*

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District, in addition to all other taxes authorized by law, sufficient to pay the debt service on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay debt service coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than “County District School Bonds” and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21<sup>st</sup> fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is substantially level beginning no later than the third fiscal year following the issue date of such series of Bonds;

(5) establish the terms upon which the Bonds will be subject to redemption at the option of the County; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than “County District School Bonds”; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

#### Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the County District School Construction Fund (the “Construction Fund”), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall either (i) be retained in the Construction Fund and applied to the purposes described above, or (ii) transferred to the County’s debt service fund and applied to payment of interest on the Bonds, as directed by the County Mayor and in either case in a manner consistent the terms of the Federal Tax Certificate and Agreement. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds, including a federal tax certificate and agreement governing (among other things) the application of the sale proceeds of the Bonds and the investment earnings thereon (the "Federal Tax Certificate and Agreement").

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

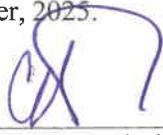
Section 14. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

(signature page follows)

Adopted and approved this 13<sup>th</sup> day of October, 2025.



\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Jef Whidby, County Clerk

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee    For   4      Against   0  

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

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

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

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

\_\_\_\_\_  
Date

Late-Filed

Resolution No. 10-25-25

Requested by: Animal Center Director

**RESOLUTION ACCEPTING A DONATION FROM THE ESTATE OF CHERYL A. HALL AND APPROPRIATING AND AMENDING THE 2025-26 ANIMAL CENTER BUDGET BY \$25,000 – 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 Estate of Cheryl A. Hall has donated \$25,000 to be used for any need and can be used for the upgrade of mobile data terminals in all Animal Control trucks;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of October 2025, on behalf of Williamson County Animal Center, accepts the generous donation and hereby amends the 2025-26 Williamson County Animal Center budget be amended, and the funds be appropriated as follows:

**REVENUE:**

Reserve-Animal Center Donations  
101.00000.351601.00000.00.00.00 **\$25,000**

**EXPENDITURE:**

Other Supplies and Materials  
101.55120.549900.00000.00.00.00 **\$25,000**

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee For 3 Against 0 Pass      Out       
Budget Committee For 4 Against 0 Pass      Out       
Commission Action Taken: For      Against      Pass      Out     

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

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

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

\_\_\_\_\_  
Date

Resolution No. 10-25-7  
Requested by: Purchasing and Insurance Committee

**RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT FOR THE ADMINISTRATION OF RETIREE MEDICARE SUPPLEMENT AND PRESCRIPTION DRUG PLAN WITH UNITED HEALTHCARE**

**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 Purchasing and Insurance Committee voted unanimously to recommend the proposal submitted by United Healthcare ("UHC") for Retiree Medicare Supplement and Prescription Drug plan ("Plan"); and

**WHEREAS,** the contract with UHC will be for twelve months beginning January 1, 2026, and is estimated to provide retirees enrolled in the Plan and the County up to 33% total compared to the current plan; 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 with UHC:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of October, 2025, hereby approves the terms of the contract and authorizes the County Mayor to execute the contract and any amendments to the degree permissible by *Title 8, Chapter 27* with United Healthcare and is directed to take all actions necessary to effectuate the Retiree Medical Supplement and Prescription Drug Plan as further described in the contract, and summarized, as follows:

UHC PPO Plan Design:

- Rate: \$269.75
- Rate Guarantee: 1 Year, with a maximum potential increase of \$40 per retiree for 2027.
- Geo Access Med: 1 year
- Disruption Med: 99%
- Geo Access Pharmacy: 100%
- Disruption Pharmacy: 97%
- Pharmacy PBM: Optum RX
- Total Monthly Cost: \$417,842.75\*
- Total Annual Cost: \$5,014,113.00\*
- Total Savings: \$2,463,467.64\*
- Percentage Savings: -32.9%\*
- Implementation Fund: \$25,000

Employer and Employee Cost Share Detail:

- Monthly Cost: \$269.75
- Employee Monthly: \$53.95
- Employer Monthly: \$215.80
- Employer Share Monthly: \$360,601.80\*
- Employer Annual Share: \$4,327, 221.60\*
- Annual Difference between current plan: \$1,319,421.60\* in savings

\*Estimate based on current enrollment.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR  
 TO EXECUTE A DENTAL INSURANCE CONTRACT WITH CIGNA HEALTH AND LIFE  
 INSURANCE COMPANY**

- WHEREAS,** Williamson County provides group dental insurance for County employees and officials; and
- WHEREAS,** the Purchasing and Insurance Committee voted unanimously to recommend the proposal submitted by Cigna Health and Life Insurance Company (“Cigna”) for the administration of a Group Dental Insurance Plan (“Plan”); and
- WHEREAS,** the contract with Cigna will be for twelve months beginning January 1, 2026, and is estimated to provide additional savings under the County’s medical insurance plan due to Cigna’s integration between medical and dental;
- 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 with Cigna Health and Life Insurance Company;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of October, 2025, hereby approves the terms of the contract and authorizes the County Mayor to execute the contract and any amendments to the degree permissible by *Title 8, Chapter 27* with Cigna Health and Life Insurance Company and is directed to take all actions necessary to effectuate the Dental Plan as further described in the contract, and summarized as follows:

**Cigna Dental Plan Design:**

Plan	Cigna Total	Cigna DHMO
ASO Rate PEPM	\$3.23	\$0
Annual Cost	\$294,304.98*	\$0
Rate Guarantee	3 year	3 year
Active Base Premium Equivalency		
• Employee	• \$22.79	• \$12.06
• Employee + 1	• \$49.45	• \$24.42
• Family	• \$101.85	• \$57.66
Retiree Base Premium Equivalency		
• Employee	• \$30.12	• \$15.94
• Employee + 1	• \$67.78	• \$33.47
• Family	• \$133.14	• \$75.38
Active Enhanced Premium Equivalency		
• Employee	• \$31.14	
• Employee + 1	• \$72.25	
• Family	• \$141.38	
Retiree Enhanced Premium Equivalency		
• Employee	• \$43.91	
• Employee + 1	• \$102.31	
• Family	• \$198.91	
Total Annual Cost	\$5,408,482.48*	\$265,576.42**

Total Employer Share	\$4,439,221.22*	\$212,461.13**
Total Employee Share	\$969,261.26*	\$53,115.98**
GEO Access	98.5% Provide Availability	84.8% Provider Availability
Disruption	85% In Network	21% In Network
Implementation Credit	\$15,294 per year	
In Network Discount	45.2%	N/A
Repricing Discount	56.6%	Schedule Plan

\*Estimate based on current participation

\*\*Estimate based on 10% participation

**Additional Terms:**

- The Cigna Total Network coupled with the Cigna DHMO. The DHMO will replace the Base Plan.
- Because Total and DHMO are chosen together, Cigna will waive the Administrative Fee for 6 months.



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 10-25-16  
Requested by: County Mayor's Office

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY, TENNESSEE  
SUPPORTING AN APPLICATION TO PARTICIPATE IN THE TRANSPORTATION  
PLANNING GRANT PROGRAM FOR THE DEVELOPMENT OF LONG-RANGE  
TRANSPORTATION PLANNING ACTIVITIES**

**WHEREAS,** the Transportation Planning Grant program ("TPG") is administered by the Tennessee Department of Transportation, and provides funding to assist jurisdictions with transportation planning efforts that determine strategies to support improvements in traffic flow, safety, mobility, and overall efficiency of the transportation system; and

**WHEREAS,** to assist in the application process, applicants are required to provide approval of their submission and commitment to the match from their local legislative body; and

**WHEREAS,** the TPG would require a 10% match and would be a maximum of \$25,000; and

**WHEREAS,** the TPG award would be a maximum of \$250,000 and would support the development of county-wide, long-range transportation planning activities; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to support an application to participate in the Transportation Planning Grant program to develop a county-wide, long-range transportation planning activities.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of October, 2025, fully endorses Williamson County's submission of a Transportation Planning Grant application, and if awarded, the County will accept the grant award and may enter into a grant agreement specifying Williamson County's obligations, including local matching funds;

**AND BE IT FURTHER RESOLVED,** that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to provide a certified copy of this resolution to be included with Williamson County's Transportation Planning Grant application.



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO  
A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FAIRVIEW  
FOR THE PARTICIPATION OF ELIGIBLE INDIVIDUALS IN  
WILLIAMSON COUNTY'S DUI RECOVERY COURT**

**WHEREAS,** Williamson County ("Williamson") and the City of Fairview ("City") are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into an agreement with one another pursuant to *Tennessee Code Annotated, Section 12-9-101, et seq.*; and

**WHEREAS,** Williamson, through its DUI Recovery Court ("DUI Court"), operating pursuant to Tenn. Code Ann. § 55-10-402, provides treatment, supervision, and support services for eligible DUI offenders referred to the DUI Court from the Williamson County General Sessions Court; and

**WHEREAS,** the Fairview City Court has general sessions jurisdiction, and the City finds that it would be beneficial for eligible probationers in the Fairview City Court to have the opportunity to participate in the DUI Court program in the same manner and subject to the same rules and policies as applicable to other similarly situated Williamson citizens; and

**WHEREAS,** the DUI Court agrees to allow certain eligible DUI offenders charged in Fairview City Court to participate in the program subject to the terms and conditions outlined in the Memorandum of Understanding ("MOU"); and

**WHEREAS,** each party will be financially responsible for its tasks in achieving the purpose of the MOU; 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 Williamson County Mayor to execute a Memorandum of Understanding with the City of Fairview to allow eligible probationers adjudicated in Fairview City Court to participate in the Williamson County DUI Recovery 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 October, 2025, pursuant to Title 12, Chapter 9 of the Tennessee Code Annotated, hereby authorizes the Williamson County Mayor to execute a Memorandum of Understanding and all other amendments, extensions, and documents with the City of Fairview to define the obligations and responsibilities of the parties for the participation of certain eligible DUI offenders charged in Fairview City Court in Williamson County's DUI Recovery Court program.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

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

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

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

\_\_\_\_\_  
Date

Resolution No. 10-25-18  
Requested by: Solid Waste Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A  
NONEXCLUSIVE USE AGREEMENT WITH GOODWILL INDUSTRIES OF MIDDLE  
TENNESSEE, INC., TO COLLECT USABLE DONATED MATERIALS**

**WHEREAS,** Williamson County (“County”) is a governmental entity that is authorized to enter into agreements upon approval of the Williamson County Board of Commissioners for use of its property by private non-profit entities; and

**WHEREAS,** Goodwill Industries of Middle Tennessee, Inc. (“Goodwill”) desires to enter into a use agreement with Williamson County to provide Goodwill the ability and location to collect usable materials disposed of by members of the public; and

**WHEREAS,** the Williamson County Purchasing agent requested proposals from interested organizations to provide such services; and

**WHEREAS,** after reviewing documentation concerning the responses from the organizations, the Solid Waste Board selected Goodwill as the best responsive proposal to continue collecting usable donated items; and

**WHEREAS,** Goodwill and County have agreed to execute a use agreement for a term not to exceed 5 years to provide space to be used by Goodwill to collect usable donated items; and

**WHEREAS,** Goodwill understands and accepts that this use agreement is for a nonexclusive use and, as such, cannot prohibit the County from entering the area at any time; and

**WHEREAS,** the Williamson County Board of Commissioners finds it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute the nonexclusive use agreement with Goodwill:

**NOW THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of October, 2025, hereby authorizes the Williamson County Mayor to execute a nonexclusive use agreement as well as any subsequent amendments or addenda with Goodwill Industries of Middle Tennessee, Inc.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Municipal Solid Waste Board For 4 Against 0  
Property Committee For 5 Against 0  
Budget Committee For 4 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

## USE AGREEMENT

**THIS USE AGREEMENT** ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **WILLIAMSON COUNTY, TENNESSEE**, a county governmental entity of the State of Tennessee ("County"), and **GOODWILL INDUSTRIES OF MIDDLE TENNESSEE, INC.** ("Goodwill"), for the continued nonexclusive use of property to set up donation centers at mutually agreed upon Williamson County Convenience Center locations to permit the continued collection of usable donated materials disposed of by members of the public.

### WITNESSETH:

**WHEREAS**, the County is the owner of real property located throughout Williamson County, which its Solid Waste Department ("Department") uses for the collection of recycled materials (property referenced as "Convenience Centers");

**WHEREAS**, Goodwill is a Tennessee-based charity that collects and provides secondhand items to people in need and provides jobs to the unemployed;

**WHEREAS**, the Board of County Commissioners approved a use agreement providing the same material terms and responsibilities of Goodwill as are included in this Agreement; and

**WHEREAS**, the parties desire to continue operating under the use agreement subject to the material terms provided herein:

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

1. **DEMISE, TERM & RENT.**

- a) County agrees to permit Goodwill to continue to utilize designated areas located at the County's Convenience Centers for the collection of usable donated material. The designated areas are the same areas currently being used by Goodwill, but can be expanded or changed by agreement between the parties.
- b) The term of this Agreement shall be for a period of five (5) years, commencing on the 14<sup>th</sup> day of October, 2025, and ending on the 13<sup>th</sup> day of October, 2030. This Agreement cannot be extended.
- c) It is not the intent of the parties to bind any subsequent legislative bodies to the terms of this Agreement. Should the Board of County Commissioners decide not to fund operation of the Convenience Centers, then this Agreement shall automatically terminate on the last day of the budget year in which the funds were appropriated by the Williamson County Board of Commissioners.
- d) Goodwill agrees to pay a use rate of One and 00/100 Dollars (\$1.00) per year for the nonexclusive continued use of designated areas at the Convenience Centers, payment to be sent to County's address contained herein.

2. **CONDITION OF ACCESS.**

- a) The County agrees to permit Goodwill employees access to the mutually agreed-upon designated areas located on the Convenience Center property to set up and maintain collection bins for the purpose of collecting usable donated material from the general public.
- b) Goodwill shall operate the collection bins on the same days and during the same hours as the Convenience Center's hours of operation.
- c) Goodwill shall at all times maintain insurance at the minimum levels provided herein.

3. **GOODWILL'S COVENANTS.**

- a) **Cost for Donation Centers.** Goodwill shall be solely responsible for all costs associated with the setup and continued maintenance of the donation centers.
- b) **Obligation to Repair.** Goodwill will be responsible for any and all damages caused by Goodwill to the County's property and shall return the designated areas to the same condition they were in at the commencement of this Agreement, reasonable wear and tear acceptable.
- c) **Employees.** Goodwill shall be responsible for the actions of its employees. Goodwill shall provide a

uniformed and trained employee, or employees, and equipment necessary to operate an attended donation center at the designated locations.

- d) **Condition of Area.** Goodwill shall at all times maintain the designated areas in a clean and orderly manner.
  - e) **Cooperation.** Goodwill agrees to promote cooperation with the Department to encourage recycling and reduce the flow of usable goods to the landfill.
  - f) **Interpretation of Department Rules.** Goodwill agrees to prohibit its employees from interpreting the rules and regulations set forth by the Department for the public or enforcing such rules and regulations pertaining to the disposal of solid waste against the public.
  - g) **Interpretation of Environmental Laws.** Goodwill agrees to prohibit its employees from interpreting State or Federal environmental laws for the public.
  - h) **Yield Up Property at Expiration of Term.** At the expiration of the term or on the date this Agreement is terminated, Goodwill will peaceably remove all material, property, equipment, and other items owned by Goodwill from the Convenience Center property. If it is determined that Goodwill, its employees, officers, volunteers, or subcontractors, have damaged any property, real or personal, located at the Convenience Center sites, then Goodwill shall compensate County for the damages.
  - i) **Contact Person.** Upon signing this Agreement, Goodwill shall provide the Department with the contact information for an employee of Goodwill who will act as Goodwill's representative.
4. **RESTRICTED USE OF THE PROPERTY.** Goodwill's nonexclusive use of the designated areas is strictly limited to the boundaries of the designated areas. Goodwill shall be solely responsible for the security and safety of the material Goodwill placed and collected at the Convenience Centers. Goodwill agrees to indemnify and hold harmless County, its employees, agents, subcontractors, officers, and volunteers from any damage or other losses suffered by Goodwill.
  5. **POSSESSION "AS IS".** Goodwill accepts the designated areas in an "as is" condition without any obligation by the County to alter or make changes in or to any part of the designated area or any area of the Convenience Centers.
  6. **ALTERATIONS TO PROPERTY.** No addition, erection, installation, or other physical alteration shall be made to the Convenience Center without the prior approval of the County. In the event the County approves of any addition, erection, installation, or other physical alteration, Goodwill shall bear the sole responsibility of the cost of permitting, installation, and, upon termination of this Agreement, restoring of the property to substantially the same condition in which Goodwill first accepted the designated areas. Goodwill's obligations under this Agreement shall continue until such time as the County has accepted the designated areas as being in substantially the same condition as it was when Goodwill took possession.
  7. **TERMINATION.** Either party may terminate this Agreement by providing the other party with a minimum of seven (7) days written notice to vacate the designated areas. Termination of this Agreement shall not relieve Goodwill of its obligations to repair or compensate the County for the damages to repair any part of the Convenience Centers to return the Convenience Centers to substantially the same condition as it was when Goodwill took possession. Goodwill and County shall inspect the Convenience Center once Goodwill has removed its material to ensure the property is in substantially the same condition as it was on the date this Agreement was signed.
  8. **USE BY THIRD PARTIES.** Goodwill agrees that it does not have any ownership or leasehold interest in the property. Under no circumstances shall Goodwill permit any third party to use any part of the designated areas unless prior written consent is obtained from the County.
  9. **CHOICE OF LAW; VENUE.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, the exclusive venue for such action will be in Williamson County, Tennessee.
  10. **NOTICES.** All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by United States regular 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

Department: **Williamson County Solid Waste Department**

c/o Mac Nolen, Solid Waste Director  
5750 Pinewood Rd.  
Franklin, TN 37064

Goodwill: **Goodwill Industries of Middle Tennessee, Inc.**  
1015 Herman Street  
Nashville, TN 37208

11. **SEVERABILITY.** In the event that any section and/or term of this Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of this Agreement, and the remaining sections and/or terms are to be fully enforceable.
12. **ENTIRE AGREEMENT.** This Agreement and its attachment contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party which is not contained in this Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing, signed by the parties, and attached hereto.
13. **INDEMNIFICATION AND HOLD HARMLESS.**
  - a) Goodwill shall indemnify and hold harmless County and Department, their officers, agents, and employees from:
    1. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Goodwill, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this agreement or in the storage of Goodwill's collection bins, equipment and/or materials;
    2. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Goodwill, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws; and
    3. Any claims, damages, penalties, costs, and attorney fees arising from any action brought against County and/or Department by any person or entity arising out of any injury suffered by any person while at one of the designated areas unless the injury is caused solely by the gross negligence of County employee to the degree permissible under the Government Tort Liability Act.
  - b) Goodwill shall pay to County any expenses incurred as a result of Goodwill's failure to fulfill any obligation in a professional and timely manner under this Agreement.
  - c) County cannot and will not indemnify, defend, or hold harmless in any fashion Goodwill from any claims arising from any failure, regardless of any language in any attachment or other document that Goodwill may provide.
14. **INSURANCE.** During the term of this Agreement, Goodwill shall maintain comprehensive general liability insurance with limits of no less than one million dollars per incident, as well as property insurance in an amount sufficient to replace Goodwill's material as well as return the designated areas to their former condition, and workers' compensation insurance with minimum limits required under Tennessee law. If requested by the Department, a certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming County as an additional insured, shall be provided to County prior to commencement of performance of this Agreement.
15. **PROHIBITION ON LIENS.** Goodwill understands and agrees that Tennessee Law forbids any liens being placed on governmental property. Goodwill shall not, under any circumstances, place or permit the placement of any liens on the designated areas or a portion of the designated areas.
16. **HEALTH AND SAFETY.**
  - a) Goodwill will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County, and local laws, ordinances, codes, landfill regulations, and any other regulations. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Goodwill's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
  - b) If death, serious injuries, or serious property damage are caused, Goodwill agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays, and weekends.

17. **HAZARDOUS MATERIAL.** Goodwill shall not, and will not permit others to bring, store, or dump on any part of the designated areas any hazardous materials. Should it be determined that Goodwill has violated this paragraph 17, then County shall have the absolute right to terminate this Agreement immediately and seek damages caused by the violation. Goodwill shall be solely responsible for all costs, directly or indirectly associated with the clean-up and removal of the hazardous material. Goodwill agrees that it shall comply with all Environmental Laws and Regulations.
18. **COMPLIANCE WITH LAWS.** Goodwill agrees that every person connected with Goodwill's use of the designated areas shall abide by, conform to, and comply with all the laws of the United States and the State of Tennessee, and all the ordinances of Williamson County, Tennessee, together with the rules and regulations of County for the government and use of County property. Goodwill will not do, or suffer to be done, anything on the designated areas during the term of this Agreement in violation of any such laws, ordinances, rules, or regulations, and if the attention of County is called to such violation on the part of Goodwill, Goodwill will immediately desist from and correct such violations. If Goodwill fails to correct the violation, then this Agreement will be terminated, and Goodwill will be in default of this Agreement.
19. **RELEASE OF LIABILITY.** Goodwill releases County, its officers, employees, agents, or servants from any personal liability growing out of or concerning Goodwill's storage of material on the designated areas or use of the designated areas.
20. **ASSUMPTION OF LIABILITY.** Goodwill expressly assumes full responsibility for the storage of its materials on the designated areas and for all persons connected with Goodwill's use of the designated areas, including all its employees, agents, members, invitees, bystanders, and licensees.
21. **GOODWILL'S MATERIAL.** Any material or personal property owned by or brought onto the designated areas on behalf of Goodwill shall be stored at the sole risk of Goodwill.
22. **RESIDUAL MATTERS.** Any matters not expressly covered by this Agreement or by applicable rules and regulations adopted by the County shall be determined by the County.
23. **TERMINATION OF AGREEMENT.** County may terminate this Agreement at any time should Goodwill violate any terms of this Agreement.
24. **WAIVER.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against whom charged.
25. **SURVIVING TERMS.** Sections 9, 13, 19, 20, and 22, shall survive the termination of this Agreement.
26. **HEADING.** 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.

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

**Williamson County, Tennessee:**

**Goodwill Industries of Middle Tennessee, Inc.:**

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

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

Department:

By: \_\_\_\_\_  
Mac Nolen, Solid Waste Director

Insurance Requirements:

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

Legal Form:

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

**A RESOLUTION TO AMEND THE RULES, REGULATIONS, AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE ATTACHMENT OF CONTRACTS TO RESOLUTIONS**

**WHEREAS,** pursuant to the Rules, Regulations and Procedures of the Williamson County Board of Commissioners (“Rules”), a rule shall remain in effect until such time as it is appealed or amended; and

**WHEREAS,** Rule 6 concerns the filing of resolutions and the distribution of the resolutions and attachments to the Board of Commissioners; and

**WHEREAS,** currently, rule 6.1 states that it is the duty of the County Clerk to transmit all resolutions to the Board of Commissioners, including any attachments; and

**WHEREAS,** the County has seen a significant rise in the number of contracts requiring approval by the Board of Commissioners, leading to increased copying costs in the Clerk’s Office to provide hard copies to each Commissioner resulting in previous budget amendments to cover the additional expenses; and

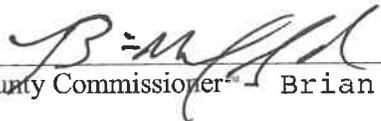
**WHEREAS,** it is proposed to provide the full copies of the contracts electronically for access by each Commissioner, and to only include the first page of each contract along with the corresponding resolution with the hard copy of the agenda packets; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of October 2025, by a two-thirds majority vote and upon recommendation of the Rules Committee, makes the following revisions to the Rules, Regulations and Procedures of the Williamson County Board of Commissioners:

Amend Rule 6.1. by adding the following language:

If a contract is attached to a resolution, only the first page of the contract shall be included with the corresponding resolution in the hard copy agenda packets mailed to County Commissioners, provided that a complete hard copy is available at the Clerk’s Office for public review and a complete electronic version is accessible to both County Commissioners and the public.

**AND BE IT FURTHER RESOLVED,** that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk’s Office to make the revisions to the Rules, Regulations and Procedures of the Williamson County Board of Commissioners.

  
County Commissioner Brian Clifford

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Rules Committee: For 3 Against 0  
Commission Action Taken For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF  
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING  
THE CONSENT AGENDA FOUND UNDER RULE 3**

**WHEREAS,** pursuant to the Rules, Regulations and Procedures for the Williamson County Board of Commissioners (“Rules”), a rule shall remain in effect until such time as it is appealed or amended; and

**WHEREAS,** Rule 11 provides that any amendment to the Rules requires a two-thirds majority vote; and

**WHEREAS,** Rule 3.9 of the Rules defines those resolutions and actions which may be included on the consent agenda; and

**WHEREAS,** the Board of Commissioners has determined that the Rules need to be amended to include donations as a routine item that may be included on the consent agenda; and

**WHEREAS,** while the Board of Commissioners finds the need to include donations as routine under the consent agenda, the Commissioners want to provide an item on the Board of Commissioners meeting agenda to recognize those individuals and entities that have made donations to Williamson County through a resolution that was included on the consent agenda and renumber the subsequent paragraphs of Rule 3.9 of the Rules, Regulations and Procedures of the Williamson County Board of Commissioners:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of October 2025, by a two-thirds majority vote and upon recommendation of the Rules Committee, revises Rule 3.9 of the Rules, Regulations and Procedures of the Williamson County Board of Commissioners to include resolutions that are accepting a conditional donation and to include a new subsection 10 to read as follows:

- 9. The consent agenda shall include those items which are typically considered routine items. The items that may be included on the consent agenda shall be those items concerning the acceptance of roads into the county road system, the reduction of the speed limit on roads in the county road system, funds in lieu of, authorization to sign addendums to annual lease agreements which do not materially alter the purpose of the lease agreement, memorandums of understanding that do not involve the appropriation of funds or that which are otherwise required to be approved pursuant to Tennessee Law, list of notaries, easements provided by utility or communications companies that are on a form easement document that has been approved by prior County Commission action, resolutions accepting conditional donations that do not concern appropriations, authorizations to sign service agreements that do not exceed the current fiscal year, and authorizations to sign grants with the State of Tennessee which do not require an amendment to the budget or appropriation of funds. New lease agreements, interlocal agreements, and agreements for services with terms exceeding the present budget year shall not be considered routine agreements to be considered on the consent agenda. Nothing in this section shall limit a County Commissioner’s ability to request any item be pulled from the consent agenda to be discussed and separate action taken.
- 10. *Recognition of individuals and entities making donations to Williamson County.*

**BE IT FURTHER RESOLVED,** Renumber the following subsections starting with Section 11: Unfinished Business.

**AND BE IT FURTHER RESOLVED,** that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk’s Office to make the revisions to the Rules, Regulations and Procedures of the Board of County Commissioners.



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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Rules Committee: For 3 Against 0  
Commission Action Taken For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

**A RESOLUTION TO AMEND THE RULES, REGULATIONS, AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE RECORDING AND ARCHIVING OF ALL WILLIAMSON COUNTY COMMITTEE MEETINGS AND TO PROVIDE FOR PUBLIC ACCESS TO SUCH RECORDINGS**

- WHEREAS,** the Williamson County Board of Commissioners recognizes that the Tennessee Open Meetings Act, codified at *Tennessee Code Annotated* § 8-44-101 et seq., provides that the formation of public policy and decisions is public business and shall not be conducted in secret; and
- WHEREAS,** committee meetings of the Williamson County Board of Commissioners as well as other commissions of the county and taskforces, are integral to the legislative process, as they are the venue where members deliberate, debate, and make recommendations on county matters prior to full commission action; and
- WHEREAS,** recording such meetings would supplement official minutes, provide an accurate account of proceedings, and ensure greater transparency; and
- WHEREAS,** public access to recordings would further the intent of the Tennessee Open Meetings Act by enabling citizens, commissioners, and staff members who cannot attend in person to remain informed of county business; and
- WHEREAS,** Williamson County currently has the technological ability to record and maintain such records with minimal additional expense, thereby promoting good governance and openness;

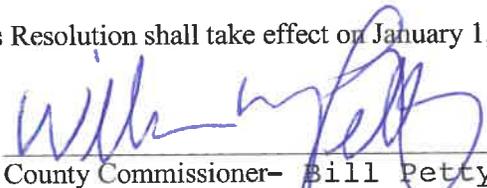
**NOW, THEREFORE, BE IT RESOLVED** by the Williamson County Board of Commissioners, meeting in regular session this 13<sup>th</sup> day of October 2025, by a 2/3 majority vote and upon recommendation of the Rules Committee, hereby makes the following revisions to Rule 8.1 of the Rules, Regulations, and Procedures of the Williamson County Board of Commissioners by including the following section as a new subsection under Rule 8.1:

- m. Recording Committee meetings in addition to the Budget Committee.
  1. **Recording Requirement.** All official committee meetings, including special, statutory, and standing committees of the Williamson County Board of Commissioners shall be audio and/or video recorded in their entirety.
  2. **Retention.** Recordings shall be preserved as public records in accordance with *Tennessee Code Annotated* § 10-7-301 et seq. (Public Records Act) and applicable records retention schedules adopted by the County Public Records Commission and the Tennessee Division of Archives and Records Management.
  3. **Public Access.** Recordings shall be made available to the public within a reasonable time after each meeting, by posting on the official Williamson County website or through another accessible platform designated by the County Clerk.

**BE IT FURTHER RESOLVED**, that this rule shall be implemented by the County Mayor, County Clerk, and appropriate staff needed to take all steps necessary to implement this rule including purchasing equipment, designation of personnel, and publication procedures.

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect on January 1, 2026, the public welfare requiring it.

  
County Commissioner - Sean Aiello

  
County Commissioner - Bill Petty

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Rules Committee For 3 Against 0  
Commission Action Taken: For      Against      Pass      Out     

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF VARIOUS LAW ENFORCEMENT RELATED EQUIPMENT TO HICKMAN COUNTY, TENNESSEE AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE**

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

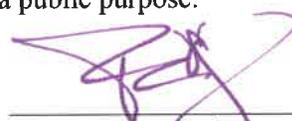
**WHEREAS,** the Williamson County Sheriff's Office requests the Williamson County Board of Commissioners to surplus various taser equipment, having no use in the civilian market and no longer used by the Sheriff's Office, and to authorize the donation of the surplus equipment to Hickman County, Tennessee; and

**WHEREAS,** Hickman County agrees to use the equipment for a public purpose and will accept the equipment "as is"; and

**WHEREAS,** the Board of Commissioners has determined that the equipment included on the attached list is unneeded and, as such, is declared surplus and donated to various agencies in the State of Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the law enforcement taser equipment and authorizes the Williamson County Mayor to execute all documentation needed to donate and convey the equipment on behalf of the Williamson County Sheriff's Office:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of October, 2025 on behalf of the Williamson County Sheriff's Office, surpluses 1080 Taser 7 cartridges, 244 holsters (156 RH/ 88 LH), 3 taser suits, and 3 ruggedized taser targets that are no longer used by the Sheriff's Office, and authorizes the Williamson County Mayor to execute all documentation necessary to donate and convey the equipment to Hickman County, Tennessee conditioned on the equipment being used for a public purpose.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Committee	For <u>3</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION ACCEPTING THE GENEROUS DONATION OF  
MOTOROLA REPEATERS FROM RUTHERFORD COUNTY ON BEHALF OF THE  
WILLIAMSON COUNTY OFFICE OF PUBLIC SAFETY**

**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,** Tennessee Code Annotated, Section 12-9-110, local governments are permitted to convey both real and personal property to other local governments without the need of declaring the property surplus and selling the property by competitive bidding upon such terms as the governing bodies authorizes; and

**WHEREAS,** the Office of Public Safety has agreed to use the repeaters for its day to day operations for the benefit of the general public; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation from Rutherford County, conditioned on the Motorola Repeaters GTR 8000 being used for furtherance of public safety services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this 13<sup>th</sup> day of October, 2025, hereby accepts the generous donation of a of the following Motorola Repeaters GTR 8000 from Rutherford County, on behalf of the Williamson County Office of Public Safety, with the condition that the repeaters is used for a public purpose for the benefit of the general public;

1. Motorola Repeater GTR 8000, Model T7039A, Serial # 112CSZ1634
2. Motorola Repeater GTR 8000, Model T7039A, Serial # 112CSZ1627
3. Motorola Repeater GTR 8000, Model T7039A, Serial # 112CSZ1629
4. Motorola Repeater GTR 8000, Model T7039A, Serial # 112CSZ1630

**AND BE IT FURTHER RESOLVED,** that the Board further authorizes the County Mayor to execute any necessary documents to formally accept this conditional donation from Rutherford County.

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

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>5</u>	Against <u>-0-</u>	Pass	Out
Law Enforcement/Public Safety	For <u>3</u>	Against <u>0</u>	Pass	Out
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass	Out
Commission Action Taken:	For <u>  </u>	Against <u>  </u>	Pass	Out

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

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

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

\_\_\_\_\_  
Date

