

Consent Agenda
Resolution No. 11-25-29
Requested by: Property Manager

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT AN EASEMENT TO MIDDLE TENNESSEE ELECTRIC FOR THE PROVISION OF ELECTRIC SERVICES FOR THE EXPANSION OF COLUMBIA AVENUE

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity that owns real property located at 1556 Columbia Ave., Franklin, Tennessee and further described as Tax Map 078, Parcel 040.00 (“Property”) which is currently leased to the Transportation Management Association Group (“TMA”) for the provision of alternative public transportation; and

WHEREAS, County, upon approval of its legislative body, is authorized to grant easements across property owned by County; and

WHEREAS, TDOT is currently in the earlier planning stages for the expansion of Columbia Avenue; and

WHEREAS, County received a request on behalf of Middle Tennessee Electric for an easement to relocate electric poles and related improvements needed for the expansion of Columbia Avenue; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute all documentation to grant an easement to Middle Tennessee Electric which is needed for the relocation of electric poles and related equipment for the expansion of Columbia Avenue:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November, 2025, authorizes the Williamson County Mayor to execute the permanent easement agreement with Middle Tennessee Electric and all other documentation needed to grant the permanent easement across property owned by County with an address of 1556 Columbia Avenue and found at Tax Map 078, Parcel 040.00 as further described in the utility easement.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Consent Agenda
Resolution No. 11-25-31
Requested by: Property Manager

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT AN EASEMENT TO THE CITY OF FRANKLIN FOR THE CONSTRUCTION AND MAINTENANCE OF A PERMANENT FEDERAL LINE MARKER

- WHEREAS,** Williamson County, Tennessee (“County”) is a governmental entity that owns real property located at 129 W. Fowlkes Street, Franklin, Tennessee 37064 and found at Tax Map 078G, Parcel 09.02 (“Property”); and
- WHEREAS,** County, upon approval of its legislative body, is authorized to grant easements across property owned by County; and
- WHEREAS,** County received a request from the City of Franklin for an easement to install a federal line marker to indicate the location of the U.S. Army defense line during the Battle of Franklin; and
- WHEREAS,** City has requested a 2’ x 2’ permanent easement to house the line marker; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute all documentation to grant an easement to the City of Franklin which is needed for the installation of a line marker:
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November, 2025, authorizes the Williamson County Mayor to execute the permanent easement agreement with the City of Franklin and all other documentation needed to grant the permanent easement across property owned by County and found at Tax Map 078G, Parcel 09.02 as further described on the attached easement agreement.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For <u>3</u>	Against <u>0</u>		
Budget Committee:	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

This Instrument Was Prepared By:
City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064

AGREEMENT FOR DEDICATION OF EASEMENT

COF Contract No. 2025-0263

Project	County	Tract	Map	Group	Ctrl Map	Parcel
Federal Line Marker Project	Williamson	3	078G	G	078G	9.02

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee 109 Third Avenue South Franklin, Tennessee 37064	City of Franklin, Tennessee 109 Third Avenue South Franklin, Tennessee 37064

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Williamson County, Tennessee

("Grantor") has bargained and sold, and by these presents does transfer and convey unto the **City of Franklin, Tennessee** ("Grantee") the land and/or land rights, more particularly described as follows:

The following described property located in the City of Franklin, Tennessee 9th Civil District of Williamson County, Tennessee, to wit:

PERMANENT U.S. FEDERAL LINE MARKER EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of a 5-foot marker to delineate the U.S. Army defense line during the Battle of Franklin. The title to the below described land, on which the 5-foot marker is to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

A 2' x 2' permanent easement centered on the U.S. Federal Line Marker and within five (5) feet of the Grantor's front property line with the right to:

- Install, construct, reconstruct, maintain, inspect, repair, change, and/or alter the U.S. Federal Line Marker;

- Cut, trim, and/or control the growth by chemical means, machinery, and/or otherwise of trees and/or shrubbery within the Permanent U.S. Federal Line Marker Easement, or any trees and/or shrubbery that may interfere with the Permanent U.S. Federal Line Marker Easement; and
- Ingress and/or egress over the adjacent lands of the Grantor and the Grantor's successor(s) and/or assign(s) for the purposes of this Permanent U.S. Federal Line Marker Easement.

Being all or a portion of the same property conveyed to Williamson County, Tennessee, by Quitclaim Deed from the State of Tennessee, acting by the Commissioner of Finance and Administration, with the approval of the Governor, and the Attorney General, dated May 21, 1999, of record in Book 1845, Page 824, in the Register's Office for Williamson County, Tennessee.

Grantee agrees to take reasonable steps upon the completion of construction to restore the Grantor's property, including any and all landscaping thereon, to the extent practicable, to its preconstruction condition.

This conveyance is made in consideration of **Ten and 00/100 Dollars (\$10.00)**, cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title, and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

(Signature Pages to Follow)

Witness my hand this the _____ day of _____, 2025.

Williamson County, Tennessee

(Signature)

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be _____ [Title] of **Williamson County, Tennessee**, the within named bargainor, and that he/she as such _____ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **Williamson County, Tennessee** by himself/herself as such _____ [Title].

Sworn to and subscribed to before me on this the _____ day of _____, 2025.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____
City of Franklin, Tennessee

Eric S. Stuckey
City Administrator

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the **City Administrator** of the City of Franklin, Tennessee, and that he as such **City Administrator**, being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of the City of Franklin, Tennessee by himself as such **City Administrator**.

Sworn to and subscribed to before me on this the _____ day of _____, 2025.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

The actual consideration or true value, whichever is greater for this transfer is \$0.00 (Exempt Pursuant to Tenn. Code Ann. § 67-4-409(a)(1)(E)).

Eric S. Stuckey
City Administrator

Sworn to and subscribed to before me on this the _____ day of _____, 2025.

{SEAL}

Notary Public

My Commission Expires: _____

Resolution No. 11-25-34
Requested by: Commissioner Jones
Commissioner Hayes

A RESOLUTION TO REDUCE THE SPEED LIMIT ON CROW CUT ROAD LOCATED IN THE FIRST DISTRICT IN WILLIAMSON COUNTY

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 55-8-153(d), except in Counties having a commission form of government, the legislative body of any county is authorized to lower speed limits as it may deem appropriate on any county road within its jurisdiction and such county shall post the appropriate signs depicting the new speed limit; and

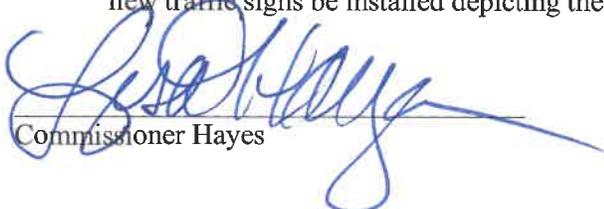
WHEREAS, the current speed limit on Crow Cut Road extending from the current boundary of the City of Fairview and extending to Hwy 96 N is 40 miles per hour; and

WHEREAS, lowering the speed limit is being initiated by the County Commissioners for the first district in response to the request of its constituents; and

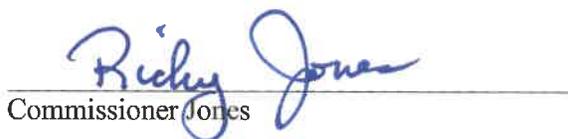
WHEREAS, the Board of Commissioners has determined that lowering the speed limit to 35 miles per hour along the length of Crow Cut Road located in the unincorporated area is appropriate and serves the best interests of the citizens of Williamson County:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this 10th day of November 2025, pursuant to the authority granted by *Tennessee Code Annotated*, Section 55-8-153(d), by majority vote, determining that a speed limit reduction is warranted, hereby reduces the speed limit from 40 miles per hour to 35 miles per hour along the portion of Crow Cut Road located in the unincorporated area extending from the boundary of the City of Fairview to Hwy 96 N;

AND, BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners directs that new traffic signs be installed depicting the new speed limit.



Commissioner Hayes



Commissioner Jones

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission	For _____	Against _____		
Budget Committee	For <u>5</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

Late-Filed

Resolution No. 11-25-35
Requested by: Property Manager

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
GRANT AN EASEMENT TO MIDDLE TENNESSEE ELECTRIC FOR
THE PROVISION OF ELECTRIC SERVICES**

- WHEREAS,** Williamson County, Tennessee (“County”) is a governmental entity that owns real property located at Tax Map 107, Parcel 006.00 (“Property”); and
- WHEREAS,** County, upon approval of its legislative body, is authorized to grant easements across property owned by County; and
- WHEREAS,** County received a request from Middle Tennessee Electric for an easement to install a pedestal and related improvements needed to provide electric services; and
- WHEREAS,** Middle Tennessee Electric is requesting a utility easement to conduct the needed work; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute all documentation to grant an easement to Middle Tennessee Electric which is needed for the installation of a pedestal and related work needed to provide electric services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November, 2025, authorizes the Williamson County Mayor to execute the permanent easement agreement with the Middle Tennessee Electric and all other documentation needed to grant the permanent easement across property owned by County and found at Tax Map 107, Parcel 06.00 as further described in the utility easement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For	___	Against	___		
Budget Committee:	For	<u>5</u>	Against	<u>0</u>		
Commission Action Taken:	For	___	Against	___	Pass	___ Out ___

Jeff Whidby Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Formerly
Resolution No. 10-25-19
Requested by: County Clerk

FILED 10/14/25
ENTERED 8:00 a.m.
JEFF WHIDBY, COUNTY CLERK

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

Resolution No. 11-25-1

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

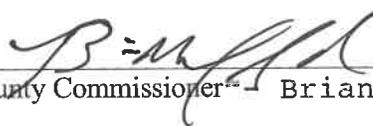
WHEREAS, it is proposed to provide the full copies of the contracts electronically for access by each Commissioner, and to only include the first page of each contract along with the corresponding resolution with the hard copy of the agenda packets; and

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th 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 21* Against 1 Pass ___ Out ___ *Deferred until November meeting

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION NO. 11-25-9

Requested by: Planning Department

**A RESOLUTION TO AMEND ARTICLES 10, 14 AND 20 OF THE ZONING
ORDINANCE REGARDING CONSERVATION SUBDIVISIONS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and

WHEREAS, currently, the Zoning Ordinance permits a minimum lot size of one-fourth ($\frac{1}{4}$) of an acre in a Conservation Subdivision in the Rural Preservation-5 (RP-5) and Rural Development-5 (RD-5) districts;

WHEREAS, currently, the Zoning Ordinance provides for a required Open Space Strip around the perimeter of a development, and this Open Space Strip can vary in size from fifty (50) to 150 feet depending upon the size of the lot nearest an adjoining property;

WHEREAS, currently, the Zoning Ordinance does not require that there be a buffer (setback) between the components of a Nontraditional Wastewater Treatment and Disposal System and a cemetery;

WHEREAS, the proposed Text Amendments would:

- increase the minimum lot size in a Conservation Subdivision in the Rural Preservation-5 (RP-5) and Rural Development-5 (RD-5) districts from one-fourth ($\frac{1}{4}$) of an acre to one-half ($\frac{1}{2}$) of an acre;
- increase the size of the required Open Space Strip between the building lots and adjoining properties;
- double the Streetscape Landscaping requirements when it cannot be conclusively demonstrated the homes within a development will not be seen from an existing public roadway throughout the year;
- require a minimum of a 100-foot buffer (setback) between a cemetery and the disposal fields and storage pond associated with a Nontraditional Wastewater Treatment and Disposal System; and
- require a minimum of a 300-foot buffer (setback) between a cemetery and the Nontraditional Wastewater Treatment and Disposal System's treatment facility.

WHEREAS, the Planning Commission and Staff believe these changes are appropriate and addresses the concerns raised related to the current minimum lot size permitted within Conservation Subdivisions, the current width of the required Open Space Strip between adjoining properties and the lots within the development, the visibility of homes within the development from existing public roads, and the lack of a buffer (setback) requirement for the components of a nontraditional wastewater treatment and disposal system and a cemetery; and

WHEREAS, on October 16th, 2025, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

WHEREAS, based upon its consideration of all the information, Planning Staff recommendation, and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission; and

WHEREAS, due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 10th day of November, 2025, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendments will be effective and enforced on this the 10th day of November, 2025.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLES 10, 14 AND 20 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING CONSERVATION SUBDIVISIONS (6-2025-603).

STAFF REPORT

Recently the Planning Commission reviewed a Concept Plan for a Conservation Subdivision and a Site Plan for a Nontraditional Wastewater Treatment and Disposal System, which contained a cemetery and the vestiges of a church and school that had once existed on the development property. Following the meeting, several County Commissioners expressed concerns about the existing regulations governing Conservation Subdivisions and Nontraditional Wastewater Treatment and Disposal Systems. More specifically, concerns were expressed regarding the minimum lot size permitted within Conservation Subdivisions, the width of the Open Space Strip required between adjoining properties and the lots within the development, the visibility of homes within the development from existing public roads, and the lack of a buffer (setback) requirement for the components of a nontraditional wastewater treatment and disposal system and a cemetery. Staff shares these concerns.

Currently, the minimum lot size is $\frac{1}{4}$ of an acre (with an average lot size of $\frac{3}{4}$ of an acre) in a Conservation Subdivision in the RP-5 and RD-5 districts, and the size of the required Open Space Strip varies in size from fifty (50) to 150 feet depending upon the size of the lot nearest an adjoining property. Finally, there are no buffer (setback) requirements for the components of a Nontraditional Wastewater Treatment and Disposal System to be located away from a cemetery.

In order to address the concerns raised, Staff is proposing these Text Amendments to increase the minimum lot size for Conservation Subdivisions in the RP-5 and RD-5 districts from $\frac{1}{4}$ of an acre to $\frac{1}{2}$ of an acre, and to increase the size of the required Open Space Strip between building lots within a Conservation Subdivision and adjoining properties. The size of the required Open Space Strip will range in size from fifty (50) feet to 250 feet and is dependent upon the size of the lot nearest an adjoining property. Additionally, Staff is proposing that the Streetscape Landscaping requirements be doubled when it cannot be conclusively demonstrated the homes within a development will not be seen from an existing public roadway throughout the year.

Finally, Staff is proposing there be a minimum of a 100-foot buffer (setback) from a cemetery and the disposal fields and storage pond associated with a Nontraditional Wastewater Treatment and Disposal System, and a 300-foot buffer (setback) from a cemetery and the system's treatment facility.

Staff believes these Text Amendments will address these concerns. Therefore, Staff recommends approval of the proposed Text Amendment, and at their October 16, 2025 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article 10, Section 10.02 (B)(2) Table 10.02-2 as follows:

Currently Reads (Minimum Lot Area):

TABLE 10.02-2: DIMENSIONAL STANDARDS FOR THE RURAL PRESERVATION DISTRICT-5			
DIMENSIONAL STANDARDS		RESIDENTIAL STRUCTURES	NONRESIDENTIAL STRUCTURES
Minimum Lot Area [1]	Traditional Subdivisions	5 acres	5 acres
	Conservation Subdivisions	Average Lot Size $\frac{3}{4}$ of an acre	
		Minimum Lot Size $\frac{1}{4}$ of an acre	

Proposed to Read (Column being changed is Highlighted, Deletions are in Strikethrough Red and change is Underlined and in Bold Red):

TABLE 10.02-2: DIMENSIONAL STANDARDS FOR THE RURAL PRESERVATION DISTRICT-5			
DIMENSIONAL STANDARDS		RESIDENTIAL STRUCTURES	NONRESIDENTIAL STRUCTURES
Minimum Lot Area [1]	Traditional Subdivisions	5 acres	5 acres
	Conservation Subdivisions	Average Lot Size $\frac{3}{4}$ of an acre	
		Minimum Lot Size $\frac{1}{4}$ <u>$\frac{1}{2}$</u> of an acre	

Amend Article 10, Section 10.02 (C)(2) Table 10.02-3 as follows:

Currently Reads (Minimum Lot Area):

TABLE 10.02-3: DIMENSIONAL STANDARDS FOR THE RURAL DEVELOPMENT DISTRICT-5			
DIMENSIONAL STANDARDS		RESIDENTIAL STRUCTURES	NONRESIDENTIAL STRUCTURES
Minimum Lot Area [1]	Traditional Subdivisions	5 acres	5 acres
	Conservation Subdivisions	Average Lot Size $\frac{3}{4}$ of an acre	
		Minimum Lot Size $\frac{1}{4}$ of an acre	

Proposed to Read (Column being changed is Highlighted, Deletions are in Strikethrough Red and change is Underlined and in Bold Red):

TABLE 10.02-3: DIMENSIONAL STANDARDS FOR THE RURAL DEVELOPMENT DISTRICT-5			
DIMENSIONAL STANDARDS		RESIDENTIAL STRUCTURES	NONRESIDENTIAL STRUCTURES
Minimum Lot Area [1]	Traditional Subdivisions	5 acres	5 acres
	Conservation Subdivisions	Average Lot Size $\frac{3}{4}$ of an acre	
		Minimum Lot Size $\frac{1}{4}$ <u>$\frac{1}{2}$</u> of an acre	

Amend Article 14, Section 14.04 (E) to add new Table 14.04-2:

TABLE 14.04-2: REQUIRED OPEN SPACE STRIP BETWEEN BUILDING LOTS AND ADJOINING PROPERTIES WITHIN THE RURAL PRESERVATION-5 AND RURAL DEVELOPMENT-5 DISTRICTS	
LOT SIZE IN PROPOSED SUBDIVISION NEAREST TO ADJOINING PROPERTY	DISTANCE FROM ADJOINING PROPERTY
5 acres or greater	50 feet
1 acre – 5 acres	150 feet
½ acre – 1 acre	250 feet

Amend Article 14, Section 14.04 (E) to add new Subsection (2):

2. In areas where it cannot be conclusively demonstrated (through cross-sectional drawings, a tree survey, photographs, or other means) that homes within the proposed subdivision will not be seen from an existing public road at any time during the year, the Streetscape Landscaping requirements outlined in Section 15.05(A) shall be doubled.

Amend Article 14, Section 14.04 (F) to change numbering of Existing Subsection (2) to (3)

Amend Article 14, Section 14.04 (F) to change numbering of Table 14.04-2 to Table 14.04-3 and to change all existing references from Table 14.04-2 to Table 14.04-3

Amend Article 20, Section 20.12 (E) Table 20.12-1 as follows:

Currently Reads:

TABLE 20.12-1: BUFFER ZONES					
APPLICABLE FOR TREATMENT AND STORAGE AREAS AND PRIMARY, SECONDARY, AND AUXILIARY AREAS					
	Development Boundaries ¹	Internal Property Lines	Streams, Ponds Roads	Habitable Structures	Drinking Water Wells ³
Piping	25 feet	25 feet	25 feet ²	50 feet	300 feet
Treatment Facility (Including associated equipment/ buildings)	300 feet	150 feet	25 feet ²	300 feet	300 feet
Storage Facility	100 feet	100 feet	100 feet	100 feet	300 feet
Application System					
Drip Emitters	100 feet	25 feet	50 feet ²	100 feet	300 feet
Spray Nozzles ⁴	100 feet	25 feet	50 feet ²	100 feet	300 feet

Proposed to Read (Column being added is Highlighted. Additions are Bold Red):

TABLE 20.12-1: BUFFER ZONES						
APPLICABLE FOR TREATMENT AND STORAGE AREAS AND PRIMARY, SECONDARY, AND AUXILIARY AREAS						
	Development Boundaries ¹	Internal Property Lines	Streams, Ponds Roads	Habitable Structures	Drinking Water Wells ³	Cemeteries
Piping	25 feet	25 feet	25 feet ²	50 feet	300 feet	100 feet
Treatment Facility (Including associated equipment/ buildings)	300 feet	150 feet	25 feet ²	300 feet	300 feet	300 feet
Storage Facility	100 feet	100 feet	100 feet	100 feet	300 feet	100 feet
Application System						
Drip Emitters	100 feet	25 feet	50 feet ²	100 feet	300 feet	100 feet
Spray Nozzles ⁴	100 feet	25 feet	50 feet ²	100 feet	300 feet	100 feet

RESOLUTION NO. 11-25-10
Requested by Planning Department

**A RESOLUTION TO AMEND ARTICLES 11 AND 23 OF THE ZONING ORDINANCE
REGARDING PRIVATE AIRPORTS, LANDING STRIPS AND HELIPORTS**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** currently, landing strips that are utilized for personal use are classified as Private Airports, Landing Strips and Heliports;
- WHEREAS,** development standards for Private Airports, Landing Strips and Heliports are outlined in Section 11.03(C)(10) of the Zoning Ordinance, and the use is permitted as a Special Use in the Rural Preservation-5 (RP-5), Rural Development-5 (RD-5), Voluntary Agricultural (A), and Village (V) zoning districts;
- WHEREAS,** while reviewing Section 11.30(C)(10) of the Zoning Ordinance, Staff determined it to be overly broad, and further determined that landing strips and helipads that are for personal use should be classified as an accessory use;
- WHEREAS,** the creation of "Landing Strip or Helipad, Private" as a new Use Type would permit landing strips and helipads that are accessory to an existing agricultural or residential use;
- WHEREAS,** this new Use Type would be allowed as a Special Use in the Rural Preservation-5 (RP-5), Rural Development-5 (RD-5), Voluntary Agricultural (A), and Village (V) zoning districts;
- WHEREAS,** this proposed Text Amendment would clarify how the setbacks are measured for this new Use Type:
- The 1,000-foot measurement from the ends of the runway to the property lines would be measured collinear, i.e. a straight line, with the centerline of the runway. This collinear measurement with the centerline of the runway would accommodate the flight patterns for aircraft takeoff and landing; and
 - The 1,000-foot measurement from the sides of the runway would be measured to a residential structure and not residentially zoned properties.
- WHEREAS,** the Planning Commission and Staff believe this change is appropriate and is consistent with the intent of the proposed Text Amendment; and
- WHEREAS,** on October 16th, 2025, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and
- WHEREAS,** based upon its consideration of all the information, Planning Staff recommendation, and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendments as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission; and
- WHEREAS,** due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 10th day of November, 2025, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendments will be effective and enforced on this the 10th day of November, 2025.



County Commissioner ~~Brian~~ Clifford

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLES 11 AND 23 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING PRIVATE AIRPORTS, LANDING STRIPS AND HELIPORTS (6-2025-602)

STAFF REPORT

Staff was approached by a potential applicant wishing to relocate an existing private landing strip to a location he feels is safer. The applicant resides on the property, and the landing strip is solely for the applicant's personal use. The relocated landing strip would be located on a group of parcels (under the same ownership) totaling roughly 1,300 acres in the Rural Preservation-5 (RP-5) zoning district.

Currently, this use is classified under the "Airport, Landing Strip, and Heliport, Private" Use Type. This use is permitted as a Special Use in the Rural Preservation-5 (RP-5), Rural Development-5 (RD-5), Voluntary Agricultural (A), and Village (V) zoning districts. Despite being located a considerable distance away from any structures or residential uses, the location of the relocated landing strip did not comply with the setbacks as currently written.

After the Item was deferred, Staff determined that the "Airport, Landing Strip and Heliport, Private" Use Type was overly broad, and that landing strips and helipads that are for personal use should be carved out separately, so as to differentiate them from actual private airports and heliports.

Therefore, Staff is proposing to add a "Landing Strip or Helipad, Private" Use Type as an accessory use that would permit landing strips and helipads that are accessory to an existing agricultural or residential use. This new accessory use would be allowed as a Special Use in the Rural Preservation-5 (RP-5), Rural Development-5 (RD-5), Voluntary Agricultural (A), and Village (V) zoning districts. As a Special Use, a Public Hearing would be required in conjunction with the Board of Zoning Appeals' (BZA) consideration of Special Use approval for any specific private landing strip or helipad proposal.

The proposed Text Amendment would clarify how the setbacks are to be measured for this new Use Type. Staff believes these are consistent with the intent of the proposed Amendment:

- The 1,000-foot measurement from the ends of the runway to the property lines would be measured collinear, i.e. a straight line, with the centerline of the runway. This collinear measurement with the centerline of the runway would accommodate the flight patterns for aircraft takeoff and landing; and
- The 1,000-foot measurement from the sides of the runway would be measured to a residential structure and not residentially zoned properties.

Finally, Staff is proposing to rename the existing "Airport, Landing Strip and Heliport, Private" use to "Airports and Heliport, Private" for clarity.

Staff recommends approval of the proposed amendments, and at their October 16, 2025 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article 11, Section 11.01, Table 11.01-1 and Table 11.01-2 as follows:

Within the Transportation and Utilities Use Category, Rename Use Type Airports, Landing Strips, and Heliports, Private to **Airport and Heliport, Private**

Amend Article 11, Section 11.03:(C)(10) as follows:

Rename Subsection from: Airports, Landing Strips, and Heliports, Private to **Airport and Heliport, Private**

Amend Article 11, Section 11.04 Table 11.04-1 to add new Use Type: Landing Strip and Helipad, Private:

TABLE 11.04-1: PERMITTED ACCESSORY USES AND STRUCTURES															
P = PERMITTED USE S = SPECIAL USE BLANK = PROHIBITED															
	A	RD-5	RP-5	H	RD-1	RP-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS
Landing Strip and Helipad, Private	S	S	S												Section 11.04:(D)(16)

Amend Article 11, Section 11.04 Table 11.04-2 to add new Use Type: Landing Strip and Helipad, Private:

TABLE 11.04-2: PERMITTED ACCESSORY USES AND STRUCTURES - VILLAGE DISTRICTS												
P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED												
	V	CGV	GCV1	GCV2	GCV3	GCV4	LFV	TCA-1	TCA-2	TCA-3	TCA-4	ADDITIONAL REQUIREMENTS
Landing Strip and Helipad, Private	S											Section 11.04:(D)(16)

Amend Article 11, Section 11.04:(D) to add new subsection (16):

(16) Landing Strip and Helipad, Private

- a). Must be accessory to an existing agricultural or residential use.
- b). A maximum of two aircraft and one helicopter may be stored on the property.
- c). Runways and landing strips shall have a minimum width of 50 feet and have a maximum length of 3,000 feet.
- d). Only one landing strip or one helipad shall be allowed on the property.
- e). No obstructions shall be located within 50 feet of the landing strip.
- f). **Setbacks**
 - i) 1,000 feet from the property line to the end of the runway, measured collinear with the centerline of the landing strip, to accommodate the flight patterns for takeoffs and landings shall be required.
 - ii) 200 feet from the property line on either side of the runway along all points along the runway.
 - iii) A minimum of 1,000 feet from any residential structure.
 - iv) All buildings shall be setback a minimum of 100 feet from any roadway or property line.
- g). No storage of aircraft or helicopters is permitted within the setbacks established above, except when stored inside hangars or other enclosed buildings.
- h). The proposed establishment or expansion of a landing strip or helipad shall not conflict or overlap with flight patterns and approach areas of any other airport, landing strip or heliport.
- i). The maximum height of structures on the property shall be subject to the provisions of Federal Aviation Administration, Part 77.
- j). No commercial activity shall be conducted in connection with any private landing strip or helipad unless otherwise permitted and approved within the applicable zoning district. This includes a prohibition on airframe or engine repair for compensation; sale of parts or accessories, including oil and fuel; flight school, ground school, flying lessons or pilot training; sightseeing, aircraft rides for compensation, rental, or leasing of aircraft; and the rental of hangar space or outdoor parking space for compensation.
- k). Only the repair of aircraft, helicopters, and machinery of the resident of the principal dwelling or the owner of the agricultural use shall be permitted and shall be conducted inside hangars or other enclosed buildings.

Amend Article 23, Section 23.04: Definitions to add the following definition:

Collinear

A measurement of points lying on or passing through the same straight line.

RESOLUTION NO. 11-25-11
Requested by: County Commission

**A RESOLUTION TO AMEND ARTICLE 11 OF THE ZONING ORDINANCE
REGARDING TELECOMMUNICATION TOWERS**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** while Williamson County has always supported the deployment of advanced technologies for telecommunication, noting the benefits of this technology to its citizens in terms of safety, business support and advancement and general quality of life, the County has also sought to balance these opportunities, support and benefits with any potential negative effects that could result from the placement of telecommunication towers; and
- WHEREAS,** recently, due to the placement of new towers, residents have expressed concerns regarding having telecommunication towers located in close proximity to neighborhoods and schools, with some of their concerns related to nuisance, safety, as well as aesthetic concerns; and
- WHEREAS,** to assure the residents of this County that the deployment of telecommunication towers is consistent with Federal and State laws and County ordinances, and to ensure that the benefits of access to this technology is achieved while also taking into account the residents' concerns of potential negative effects, this amendment to the Zoning Ordinance is proposed, and
- WHEREAS,** the County also wishes to require that the applicant provide more detailed notice to surrounding property owners who may be potentially impacted by the proposed telecommunication towers and to give those property owners the opportunity to better educate themselves about the proposal and to have access to the materials required to be filed with the Federal Communications Commission and Federal Aviation Administration; and
- WHEREAS,** it is important to the County that the residents and property owners have access to the benefits of reliable technology, but to also ensure that the WCF proposed is needed to address gaps in coverage and that the same proposed services cannot be addressed on an existing tower, while also providing an opportunity for the providers to assure the surrounding residents that the technology deployed is in compliance with the FCC requirements related to radio frequency; and
- WHEREAS,** on October 16th, 2025, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and
- WHEREAS,** based upon its consideration of all the information, Planning Staff recommendation, and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendments as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission; and
- WHEREAS,** due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 10th day of November, 2025,

after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendments will be effective and enforced on this the 10th day of November, 2025.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLES 11 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING TELECOMMUNICATION USES (6-2025-604).

STAFF REPORT

Following the amendments related to setbacks and notice provisions for telecommunication towers, known in the Zoning Ordinance as Wireless Communication Facility (WCF), approved in 2024, several County Commissioners expressed a desire to revisit the notice provisions, landscaping standards and information available to the public related to the contents of a WCF application for a new tower. They felt that the current notification requirements were inadequate, given that a tower may be viewed well beyond those residing on the adjacent properties and that residents in the vicinity should be given more extensive notice of the potential impact of a new WCF.

After studying the requirements of other jurisdictions and reviewing the limited authority the County has through its zoning authority to regulate the placement of WCFs in the County, the proposed Zoning Amendments attached hereto as Attachment 23-1, outline additional standards including:

1. a wider notification radius to encompass a larger number of property owners of the application for a proposed WCF;
2. specific signage requirements that the applicant must post to give notice to the surrounding property owners who may not otherwise receive written notice;
3. more detailed information that must be included in those notices and signage;
4. application information that demonstrates a gap in coverage and that no other towers in the surrounding area are sufficient to provide the requested service that a new WCF is proposed to provide through co-location on an existing tower;
5. application information that includes information currently required of the WCF applicant to the FCC, including the FCC license information, environmental assessment, the FAA authorization, and other information;
6. information related to current and proposed radio frequency of an area, confirming that the tower is in compliance with the required FCC standards;
7. additional landscaping requirements for the on-ground facilities to help screen the facilities from adjacent properties; and
8. more detailed information related to how a tower will appear and any proposed stealth methodology proposed to help make the tower less visually noticeable.

While the County is still quite limited in its authority to regulate the WCF through the Telecommunications Act and other Federal and State legislation, the intent of these provisions is to ensure that the surrounding property owners are aware of a proposed tower and have access to applicable information for their education and edification, as well as to ensure that the tower have adequate screening and utilizing stealth technology to lessen the visual impact of the WCF on the surrounding countryside.

Staff believes these Text Amendments will address these concerns raised by the County Commissioners. Therefore, Staff recommends approval of the proposed Text Amendment, and at their October 16, 2025 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article II, Section 11.06 (A)(5)(a) as follows:

Currently Reads:

- a) Applicants for WCF shall locate, site, and erect all WCF in accordance with the following priorities, with this Paragraph (i) being the highest priority and Paragraph (iv) being the lowest priority.
 - i) On existing towers or other structures increasing the height of the tower or structure no more than ten percent (10%).
 - ii) On County-owned properties.
 - iii) On properties owned by the Williamson County School Board.
 - iv) On existing towers or structures by increasing their height by more than ten percent 10%.
 - v) All other sites.

Proposed to Read (Deletions are in Strikethrough Red and change to Numbering are Underlined and in Bold Red):

- a) Applicants for WCF shall locate, site, and erect all WCF in accordance with the following priorities, with this Paragraph (i) being the highest priority and Paragraph (iv) being the lowest priority.
 - i) On existing towers or other structures increasing the height of the tower or structure no more than ten percent (10%).
 - ii) On County-owned properties.
 - ~~iii) On properties owned by the Williamson County School Board.~~
 - iii)** On existing towers or structures by increasing their height by more than ten percent 10%.
 - iv)** All other sites.

Amend Article II, Section 11.06 (A)(7) to add new subsection (C):

- c) **LANDSCAPING REQUIREMENTS:**
 - i) The visual impact of a WCF on adjacent properties and streets shall be minimized to the extent practicable by utilizing existing topography, structures, and natural vegetation to screen the Tower. For all visual exposures not equivalently screened by existing structures or natural vegetation, all WCF sites shall be landscaped as classified as a Public and Institutional Use Classification adjacent to a residential use as described in Table 15.06-1 and 15.06-2. The required landscaping is subject to and must comply with Section 15.03. Whether a WCF will have sufficient existing screening or will require additional landscaping will be determined by the Codes Compliance Director or Planning Director during the review process.
 - ii) The property owner (or WCF lessee, if provided in the lease) shall be responsible for the maintenance of all required landscaping. All landscaped areas must present a healthy, neat and orderly appearance and shall be kept free from refuse and weeds. Any dead or diseased plant material shall be replaced by the property owner with new plantings that meet the requirements of this Section.

Amend Article II, Section II.06 (A)(9)(a)(iv)(A) as follows:

Currently Reads:

- A. Written notification, via United States Mail, to the properties that are adjacent to the parcel on which the proposed WCF will be located. Said notification shall be sent to the mailing address of the property owner as listed in the County tax records as well as the property address.

Proposed to Read (Additions are Underlined and in Bold Red):

- A. Written notification, via United States Mail, to the property owners of properties **that are within a 1500-foot radius from the boundary of proposed WCF site leased area**. Said notification shall be sent to the mailing address of the property owner as listed in the County tax records as well as the property address.

Amend Article II, Section II.06 (A)(9)(a)(iv)(C) as follows:

Currently Reads:

- C. Written notification shall provide the address, map and parcel number of the property on which with proposed WCF will be located, the proposed height of the WCF, the proposed type of structure, whether the WCF will have FAA required lighting, the proposed fall radius and the number of proposed carriers that will be located on the WCF.

Proposed to Read (Additions are Underlined and in Bold Red):

- C. Written notification shall provide the address, map and parcel number of the property on which with proposed WCF will be located, the proposed height of the WCF, the proposed type of structure, whether the WCF will have FAA required lighting, the proposed fall radius and the number of proposed carriers that will be located on the WCF. **The notice shall also include a vicinity map showing the proposed WCF location and the parcels located within the required notification radius and a drawing of the proposed structure depicting the appearance of the structure and any accompanying equipment buildings and fencing. The notice shall include a statement advising the recipient that they must provide any written comments to the Williamson County Codes Compliance Department on the proposed WCF within fourteen (14) days from when the formal application for the WCF is filed with the County.**

Amend Article II, Section II.06 (A)(9)(a)(iv)(D) as follows:

Currently Reads:

- D. Written notifications shall be mailed prior to filing of the application for the WCF and a copy of the notification and to whom the notification was provided shall be included in the application materials.

Proposed to Read (Additions are Underlined and in Bold Red):

- D. **Proof of** written notifications shall be **provided within fourteen (14) days of** filing of the application for the WCF and a copy of the notification and to whom the notification was provided shall be included in the application materials.

Amend Article II, Section II.06 (A)(9)(a)(iv) to add new subsection (F):

- F. The applicant shall post a sign on the property. The sign shall be posted a minimum of ten (10) days prior to making application. The dimensions and contents of the signs are as follows:
1. The signs must be equal to or greater than eight (8) square feet in size, and shall state the following:
 2. “(Name of Applicant) proposes to construct a TELECOMMUNICATIONS TOWER on this site. If you have questions, please contact (Name and address of Applicant) or the Williamson County Codes Compliance Office, 1320 W. Main Street, Suite 400, Franklin, TN 37064.”
 3. In all cases, the words “TELECOMMUNICATIONS TOWER” must be in all CAPS and shall be no less than four (4) inches tall.

Amend Article II, Section II.06 (A)(9)(a)(iv) to add new subsection (G):

- G. The applicant shall post a sign at the nearest intersection of two public roads to the property where the tower is proposed. The sign shall be posted a minimum of ten (10) days prior to making application. The dimensions and contents of the signs are as follows:
1. The signs must be equal to or greater than eight (8) square feet in size, and shall state the following:
 2. “(Name of Applicant) proposes to construct a TELECOMMUNICATIONS TOWER at (address of tower or map and parcel if not assigned address). If you have questions, please contact (Name and address of Applicant) or the Williamson County Codes Compliance Office, 1320 W. Main Street, Suite 400, Franklin, TN 37064.”
 3. In all cases, the words “TELECOMMUNICATIONS TOWER” must be in all CAPS and shall be no less than four (4) inches tall.

Amend Article II, Section II.06 (A)(9)(a)(iv) to add new subsection (H):

- H. The applicant shall provide photographs of the required signs with the WCF application. The signs shall remain posted no less than fourteen (14) days after the WCF application has been accepted for review by the County. Should the sign become damaged or removed, the applicant shall be required to replace the signage within a reasonable time of receiving notice from the County of the damage or removal of the sign.

Amend Article II, Section II.06 (A)(9)(a)(iv) to add new subsection (I):

- I. Notification shall be placed in a newspaper of general circulation in Williamson County. Said newspaper notification shall include the address, map and parcel number of the property on which the proposed WCF will be located, the proposed height of the WCF, the proposed type of structure, whether the WCF will have FAA required lighting, the proposed fall radius and number of proposed carriers that will be located on the WCF. Proof of said notification shall be submitted to the County no later than fourteen (14) days after the application for the WCF has been accepted for review by the County.

Amend Article II, Section II.06 (A)(9)(b)(vi)(F) as follows:

Currently Reads:

- F. A map of all existing communication facilities within a two (2) mile radius of the proposed WCF tower;

Proposed to Read (Deletions are in Strikethrough Red and Additions are Underlined and in Bold Red):

- F. A map of all existing communication facilities within a ~~two (2)~~ three (3) mile radius of the proposed WCF tower;

Amend Article II, Section II.06 (A)(9)(b)(vi)(G) as follows:

Currently Reads:

- G. Documentation supporting and explaining why co-location on one of the existing WCF towers within the two (2) mile radius is not a viable option;

Proposed to Read (Deletions are in Strikethrough Red and Additions are Underlined and in Bold Red):

- G. Documentation supporting and explaining why co-location on one of the existing WCF towers within the ~~two (2)~~ three (3) mile radius is not a viable option;

Amend Article II, Section II.06 (A)(9)(b)(vi)(K) as follows:

Currently Reads:

- K. Documentation to support the need for the proposed height of the WCF tower;

Proposed to Read (Deletions are in Strikethrough Red and Additions are Underlined and in Bold Red):

- K. Documentation to support the need for the ~~proposed height of the WCF tower~~ proposed location and requested height of the WCF tower, including at a minimum, proof of gap in coverage in the proposed area, with proof of gap in coverage for in-building and out-of-building service;

Amend Article II, Section II.06 (A)(9)(b)(vi)(N) as follows:

Currently Reads:

- N. Description of stealth technology that will be used to make the facility less visually noticeable or documentation why stealth technology is not feasible for the proposed facility;

Proposed to Read (Additions are Underlined and in Bold Red):

- N. Description of stealth technology that will be used to make the facility less visually noticeable or documentation why stealth technology is not feasible for the proposed facility, **including submittal of a plan demonstrating compliance with any required landscaping and with the Aesthetic Plan, if any.**

Amend Article II, Section II.06 (A)(9)(b)(vi)(S) as follows:

Currently Reads:

- S. Nothing in this Section shall require the applicant to provide documentation to justify radio frequency. The applicant may voluntarily submit such documentation if it so desires.

Proposed to Read (Deletions are in Strikethrough Red and Additions are Underlined and in Bold Red):

- S. Nothing in this Section shall require the applicant to provide documentation to justify radio frequency. ~~The applicant may voluntarily submit such documentation if it so desires.~~ **However, the applicant shall submit a report of the existing levels of radio frequency at the proposed WCF site, with measurements taken no less than thirty (30) days prior to submittal of the application and an estimate, based upon the applicant's experience with other similarly-situated towers and providers, of the projected radio frequency with one provider actively providing service. Such projection shall be consistent with the requirements of the FCC.**

Amend Article II, Section II.06 (A)(9)(a)(vi) to add new subsection (U):

- U. Provide written evidence that the proposed WCF site complies with the requirements of the National Environmental Policy Act (NEPA), in regard to the impact on wildlife, endangered species, historical sites, Native American sites, floodplains, wetlands and other environmentally sensitive areas. Said evidence should consist of the complete NEPA report (Environmental Assessment) required by the FCC. Any findings issued by the FCC after its review of the EA should be supplemented with the filing after receipt by the applicant.

Amend Article II, Section II.06 (A)(9)(a)(vi) to add new subsection (V):

- V. A Statement that the applicant has considered the likely effects of the installation on nearby land uses and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to locate its antennas and related facilities on an existing structure, including documentation of attempts to locate its antennas and related facilities on an existing structure. The applicant shall make a good faith demonstration that the applicant has considered other options and the requested location is the least intrusive means to address its gap in coverage.

Amend Article II, Section II.06 (A)(9)(a)(vi) to add new subsection (W):

- W. A copy of the applicant's application to the Federal Aviation Administration and written authorizations from the FAA.

Amend Article II, Section II.06 (A)(9)(a)(vi) to add new subsection (X):

- X. A copy of the applicant's Federal Communications Commission Antenna Structure Registration.

Amend Article II, Section II.06 (A)(9)(a)(vi) to add new subsection (Y):

- Y. A map drawn to scale no less than (1) inch equals two hundred (200) feet, that identifies every structure and every owner of real estate within a five hundred (500) foot radius of the proposed tower.

Amend Article II, Section II.06 (A)(21) as follows:

Currently Reads:

- a) To the extent that the holder of a Zoning Permit for WCF has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Zoning Permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- b) To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Zoning Permit for WCF, then the holder of such a Zoning Permit shall conform the permitted facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of 24 months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity, unless otherwise dictated by the applicable Federal or State Law.

Proposed to Read (Additions are Underlined and in Bold Red):

- a) To the extent that the holder of a Zoning Permit for WCF has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Zoning Permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards. Following completion of construction of the WCF and after at least one provider is actively providing service on the WCF, the Zoning Permit holder (or wireless provider as designee) shall provide a report demonstrating the radio frequency at the tower location is within the required limits of the FCC. This report shall be provided to the Codes Compliance Director no less than sixty (60) days following the initiation of active service of the provider. Should any additional providers be granted a Zoning Permit to co-locate on an existing WCF tower, the same report will be required by the Zoning Permit holder (or wireless provider as designee) to be provided to the Codes Compliance Director no less than sixty (60) days following initiation of the active service of the provider. The Zoning Permit holder must acknowledge this requirement upon issuance of the Zoning Permit.
- b) To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Zoning Permit for WCF, then the holder of such a Zoning Permit shall conform the permitted facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of 24 months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity, unless otherwise dictated by the applicable Federal or State Law. Should the FCC formally adopt changes to the permitted levels of radio frequency and those changes are included in the Code of Federal Regulations, all Zoning Permit holders for a WCF (or a service provider as designee) shall provide a report demonstrating the radio frequency at the tower location is within the new required limits of the FCC. This report shall be submitted to the Codes Compliance Director within the timeframe described in this subsection.

RESOLUTION NO. 11-25-7
Requested by: County Commissioners

**A RESOLUTION CALLING FOR THE ESTABLISHMENT OF A TASK FORCE
WHOSE MANDATE IS TO RECOMMEND A REDUCTION IN THE REGULATIONS
OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS, AND CALLING FOR A
REDUCTION THE BUDGET OF THE COUNTY DEPARTMENT OF SEWAGE
DISPOSAL MANAGEMENT**

- WHEREAS,** on November 16, 1992, the Board of Commissioners approved Resolution No. 10-29-92 authorizing the County Executive to execute a contract on behalf of the County Health Department with the Commissioner of the Tennessee Department of Environment and Conservation (TDEC) to administer the regulatory program for subsurface sewage disposal systems (SSDSs) in Williamson County in lieu of TDEC; and
- WHEREAS,** the County Board of Health, which has regulatory oversight of the County Health Department related to the regulation of SSDSs, recommended passage of Resolution No. 10-29-92; and
- WHEREAS,** the agreement between the County Health Department and TDEC was executed by Robert Ring on behalf of the County as County Executive and on behalf of the Health Department as Chairman of the Board of Health, and became effective January 1, 1993 ; and
- WHEREAS,** with this agreement, Williamson County became one of ten (10) contract counties in the State of Tennessee who have local regulatory control of SSDSs in their respective jurisdictions, with the remaining 85 counties regulated by TDEC; and
- WHEREAS,** since January 1, 1993, the County Board of Health has had full regulatory control of SSDSs in both the incorporated and unincorporated areas of the County, as implemented by the Williamson County Department of Sewage Disposal Management (SDM) (formerly known as the Williamson County Environmental Department); and
- WHEREAS,** over the course of years since the effective date of the agreement, there have been many regulatory changes, with the Board of Health, upon recommendation of SDM, adopting increasingly more stringent regulations and standards for SSDSs than those utilized by TDEC; and
- WHEREAS,** Commissioners have received numerous complaints over the years related to these County regulations with said complaints including significantly increased costs of the SSDSs, significant delays in review and approvals of subdivision plats and SSDS plans, significant delays in receiving installation permits, limitations on the types of systems that can be utilized, limitations on the types of soils that can be utilized for SSDSs, and imposition of requirements that increase the cost of a system, among other complaints; and
- WHEREAS,** the County Commission has determined that residents and business owners in Williamson County would be better served if the County regulations were more aligned with the TDEC regulatory standards applicable to other counties, which would result in reduced costs and time savings; and
- WHEREAS,** there is a need for the creation of a Williamson County SSDS Task Force comprised of citizens and subject matter experts that will advise the County on any regulations above and beyond the State of Tennessee regulatory standards applicable to SSDSs and regulated by TDEC for 85 counties in Tennessee that would be in the best interest of the citizens in Williamson County to ensure the health, safety and welfare of the residents and ensure the long-term viability and functionality of approved SSDSs in Williamson County; and

WHEREAS, the County is spending almost \$2.5 million annually to operate SDM, and the process of reducing the current SDM budget, including personnel costs by 25% should occur immediately with an effective date of December 1, 2025; and

WHEREAS, going forward, there is a need for the County Commission to have oversight of regulations enacted in the County related to SSDSs, and any new regulations concerning SSDSs that impacts citizens or businesses in the County should be ultimately reviewed and approved by a majority vote of the County Commission prior to promulgation.

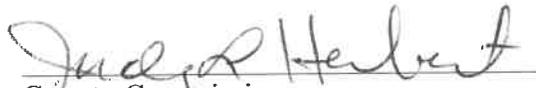
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 10th day of November, 2025, hereby authorizes and enacts the following:

1. Effective upon passage of this Resolution, Williamson County will establish and provide necessary funding within the existing SDM budget for a SSDS Task Force whose mandate is to provide recommendations to the County Commission and the County Board of Health on what, if any, SSDS regulations should be enacted in Williamson County that are above and beyond the current State of Tennessee regulatory standards enforced by TDEC that are applicable to SSDSs.
2. The SSDS Task Force shall provide its Report and Recommendations no later than February 1, 2026. The County Commission will consider the approval of the SSDS Task Force Report and Recommendations at its March meeting and forward their recommendations to the County Board of Health.
3. Members of the SSDS Task Force shall be appointed as follows:
 - The County Mayor or the County Mayor's designee;
 - The Community Development Director or designee, who shall also act as the Chair of the SSDS Task Force;
 - One (1) County Commissioner nominated by and approved by a majority vote of the County Commission, whose nomination and appointment shall occur by a separate resolution during the November County Commission meeting.
 - The County Commissioner appointed to the Task Force shall appoint one (1) person to the Task Force with expertise as a Tennessee licensed soil scientist, one (1) Tennessee registered surveyor, one (1) licensed SSDS installer and one (1) Tennessee licensed, professional engineer, all of whom shall have experience with SSDSs in Williamson County.
 - One (1) subject matter expert from TDEC to be invited to participate by the County Mayor or the Mayor's designee.
 - All appointments herein, including the names and contact information, shall be provided to the Chair of the County Commission no later than November 30, 2025. The Chair of the County Commission shall then immediately provide the names and contact information for all appointees to the Chair of the SSDS Task Force as noted above. The names of the appointees to the SSDS Task Force shall be included in the final report of the SSDS Task Force.
 - The Chair of the SSDS Task Force shall set the first meeting of the SSDS Task Force to occur no later than December 15, 2025; and meetings shall continue in whatever frequency set by the Chair of the SSDS Task Force deemed necessary to accomplish the mandates herein by the deadline provided above.
 - The Chair of the SSDS Task Force shall be responsible for ensuring that the SSDS Task Force meets the mandates and timeline provided herein.

THEREFORE, BE IT FURTHER RESOLVED, effective December 1, 2025, the budget, including personnel costs, in the Williamson County Department of Sewage Disposal Management shall be reduced by twenty-five percent (25%). Further reductions in the SDM budget may be considered by the Williamson County Commission Budget Committee and the full Board of County Commissioners following its approval of the Final Report and Recommendations of the SSDS Task Force and considering the recommended set of SSDS regulations to be promulgated and enforced in the County.

THEREFORE BE IT FURTHER RESOLVED, the County Attorney representing SDM and the Board of Health is directed to research and explore options and opportunities, which could include recommendations related to a change in law, regulation, contract or policy that would bring the regulatory control and oversight of SSDSs within the purview of the County Commission, with the result of this research and recommendations provided to the Commission no later than January 1, 2026.


County Commissioner
BRIAN CLIFFORD


County Commissioner


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee: For: 5* Against: 0 *As amended

Public Health Committee: For: Against:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

*As amended - include the following changes:

- Change the date from 2-1-26 to 3-1-26 in item 2 of. NOW THEREFORE BE IT RESOLVED
- Change March to May in item 2 of NOW THEREFORE BE IT RESOLVED
- Change date from 1-1-26 to 2-1-26 in final THEREFORE BE IT FURTHER RESOLVED
- Delete 10th WHEREAS (as it relates to the 25% budget reduction)
- Delete the second to the last THEREFORE BE IT FURTHER RESOLVED (as it relates to the 25% budget reduction)

Resolution No. 11-25-12
Requested by: Veteran's Treatment Court

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-2026
WILLIAMSON COUNTY VETERAN'S TREATMENT COURT BUDGET BY
\$114,679.00 FOR THE TENNESSEE OPIOID ABATEMENT COUNCIL FUNDS - REVENUES
TO COME
FROM ROLLOVER FEDERAL GRANT FUNDS**

WHEREAS, the County received a notice of award for a grant with the State of Tennessee, Opioid Abatement Council for the expansion of treatment and recovery support services; and

WHEREAS, the grant is for a total of \$120,667.00 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 \$114,679.00 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:

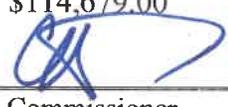
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 10th of November 2025 in Williamson County, Tennessee that the 2025-26 Veteran's Treatment Court budget be amended as follows:

REVENUES

Other State Grants \$114,679.00
101.00000.469800.00000.00.00.00.G0087

EXPENDITURES

Other Contracted Services \$114,679.00
101.53300.539900.00000.00.00.00.G0087



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION AMENDING THE 2025-2026 GENERAL PURPOSE SCHOOL FUND BUDGET \$3,184,000 FOR THE PURCHASE OF BUSES

WHEREAS, it has been determined there is a need to purchase 8 replacement General Education buses, 7 replacement Special Education buses and 4 growth Special Education buses for a total estimated cost of **\$3,184,000**; and

WHEREAS, buses must be here by the time school starts in mid-August, and a 9-10-month turnaround is necessary to bid and receive buses after ordering; and

WHEREAS, fund balance can be used for this purchase;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on November 10, 2025, approves **\$3,184,000** for the above request and amends the General Purpose School Fund as follows:

<u>Revenue</u>		
141.39000	Fund Balance	\$3,184,000
<u>Expenditure</u>		
141.72710.572900	Equipment- Transportation	\$3,184,000



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>12</u> Against <u>0</u>
Education Committee:	For <u>5</u> Against <u>0</u>
Budget Committee:	For <u>5</u> Against <u>0</u>
Commission Action Taken:	For ____ Against ____ Pass ____ Out ____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION FOR INTER-CATEGORY ADJUSTMENT OF \$12,465,616 FOR APPROVED
RAISE AND OTHER PAY ADJUSTMENTS FOR THE 2025-2026 BUDGET YEAR**

WHEREAS, the Williamson County Commission authorized a 2% raise on the pay charts for 2025-2026; and

WHEREAS, the Williamson County School Board of Education requested an increase on the supplement charts; and

WHEREAS, the Williamson County School Board of Education approved to pay for two additional days off for ten and eleven month classified staff;

WHEREAS, the original raise amount and other pay adjustments were included in the 2025-2026 budget in one line item and needs to be distributed to the proper salary and benefit accounts; and

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on November 10, 2025, amend the 2025-2026 General Purpose School funds' budget through an inter-category adjustment as follows:

General Purpose School Fund

Expenditure (Decrease)

141.72310.518945 Other Salaries & Wages- Supplements **\$12,465,616**

Expenditure (Increase)

See attached Account Codes for Detail Various Salary and Benefit accounts **\$12,465,616**



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board: For 12 Against 0 Pass _____ Out _____
Education Committee: For 5 Against 0 Pass _____ Out _____
Budget Committee: For 5 Against 0 Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No.

Requested by: Board of Education

MAJOR ACCT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
	511600 TEACHERS	\$ 3,198,680	
	516300 EDUCATIONAL ASSISTANTS	85,000	
	518951 OSW-FAMILY INVOLVEMENT	1,000	
	520100 SOCIAL SECURITY	228,000	
	520400 PENSIONS	295,000	
	521200 EMPLOYER MEDICARE	53,500	
	521700 RETIRE-HYBRID STABILIZATION	65,000	
71100	71100 REGULAR INSTRUCTION	3,926,180	
	511600 TEACHERS	15,500	
	516300 EDUCATIONAL ASSISTANTS	1,800	
	520100 SOCIAL SECURITY	2,733	
	520400 PENSIONS	1,500	
	521200 EMPLOYER MEDICARE	500	
71150	71150 ALTERNATIVE INSTRUCTION	22,033	
	5116000 TEACHERS	625,000	
	516300 EDUCATIONAL ASSISTANTS	1,156,000	
	517100 SPEECH PATHOLOGIST	225,000	
	520100 SOCIAL SECURITY	150,000	
	520400 PENSIONS	160,000	
	521200 EMPLOYER MEDICARE	29,000	
	521700 RETIRE-HYBRID STABILIZATION	120,000	
71200	71200 SPECIAL EDUCATION INSTRUCTION	2,465,000	
	511600 TEACHERS	175,000	
	516300 EDUCATIONAL ASSISTANTS	22,500	
	518900 OTHER SALARIES & WAGES	3,500	
	520100 SOCIAL SECURITY	12,462	
	520400 PENSIONS	18,090	
	521200 EMPLOYER MEDICARE	2,915	
71300	71300 CAREER AND TECHNICAL EDUCATION	234,467	
	510500 SUPERVISOR/DIRECTOR	2,688	
	518900 OTHER SALARIES & WAGES	14,592	
	520100 SOCIAL SECURITY	2,590	
	520400 PENSIONS	125	
	521200 EMPLOYER MEDICARE	750	
72110	72110 ATTENDANCE	20,745	
	513100 MEDICAL PERSONNEL	100,000	
	513105 MEDICAL PERSONNEL-ESY	-	
	513150 MEDICAL PERSONNEL-NURSE	150,000	
	518950 OSW-NURSE COORDINATOR	2,688	
	518916 OSW-SECRETARY	1,124	
	520100 SOCIAL SECURITY	39,575	
	520400 PENSIONS	20,000	
	521200 EMPLOYER MEDICARE	13,000	
	521700 RETIRE-HYBRID STABILIZATION	11,137	
72120	72120 HEALTH SERVICES	337,524	
	511700 CAREER LADDER PROGRAM	500	
	512300 GUIDANCE PERSONNEL	453,000	
	513000 SOCIAL WORKERS	37,000	
	516100 SECRETARY(S)	54,000	
	518900 OTHER SALARIES & WAGES	100,000	
	520100 SOCIAL SECURITY	72,000	
	520400 PENSIONS	48,000	
	521200 EMPLOYER MEDICARE	13,500	
	521700 RETIRE-HYBRID STABILIZATION	7,500	
72130	72130 OTHER STUDENT SUPPORT	785,500	
	510500 SUPERVISOR/DIRECTOR	27,000	

Resolution No.

Requested by: Board of Education

	512900 LIBRARIANS	135,000	
	516100 SECRETARY(S)	12,000	
	516200 CLERICAL PERSONNEL	41,000	
	517200 INSTRUCTIONAL COACH	75,000	
	518900 OTHER SALARIES & WAGES	90,000	
	520100 SOCIAL SECURITY	30,000	
	520400 PENSIONS	35,000	
	521200 EMPLOYER MEDICARE	6,000	
	521700 RETIRE-HYBRID STABILIZATION	7,500	
72210	72210 INSTRUCTION SUPPORT	458,500	
	510500 SUPERVISOR/DIRECTOR	5,515	
	516100 SECRETARY(S)	1,400	
	521200 EMPLOYER MEDICARE	275	
72215	72215 ALTERNATIVE SUPPORT	7,190	
	510500 SUPERVISOR/DIRECTOR	3,051	
	512400 PSYCHOLOGICAL PERSONNEL	165,000	
	516100 SECRETARY(S)	4,500	
	517200 INSTRUCTIONAL COACH	121,525	
	518900 OTHER SALARIES & WAGES	192,000	
	520100 SOCIAL SECURITY	124,000	
	520400 PENSIONS	133,125	
	521200 EMPLOYER MEDICARE	50,125	
	521700 RETIRE-HYBRID STABILIZATION	75,000	
72220	72220 SPECIAL EDUCATION SUPPORT	868,326	
	510500 SUPERVISOR/DIRECTOR	3,051	
	516100 SECRETARY(S)	650	
	521200 EMPLOYER MEDICARE	625	
72230	72230 CAREER/TECH EDUC SUPPORT	4,326	
	510500 SUPERVISOR/DIRECTOR	3,051	
	512100 DATA PROCESSING PERSONNEL	50,000	
	520100 SOCIAL SECURITY	11,800	
	520400 PENSIONS	11,320	
	521200 EMPLOYER MEDICARE	4,650	
72250	72250 TECHNOLOGY	80,821	
	518945 OSW-SUPPLEMENTS	-	\$12,465,616
	518999 OSW-ATTORNEY	2,688	
	520100 SOCIAL SECURITY	200	
	520400 PENSIONS	2,100	
	521200 EMPLOYER MEDICARE	50	
72310	72310 BOARD OF EDUCATION	5,038	12,465,616
	510100 CO OFFICIAL/ADM OFFICER	6,978	
	510300 ASSISTANT(S)	3,488	
	516100 SECRETARY(S)	9,500	
	518900 OTHER SALARIES & WAGES	8,868	
	520100 SOCIAL SECURITY	1,700	
	520400 PENSIONS	2,650	
	521200 EMPLOYER MEDICARE	1,085	
72320	72320 OFFICE OF SUPERINTENDENT	34,269	
	510400 PRINCIPALS	155,000	
	511900 ACCOUNTANTS/BOOKKEEPERS	55,000	
	513900 ASSISTANT PRINCIPALS	200,000	
	516100 SECRETARY(S)	72,000	
	520100 SOCIAL SECURITY	29,884	
	520400 PENSIONS	43,380	
	521200 EMPLOYER MEDICARE	6,989	
	521700 RETIRE-HYBRID STABILIZATION	10,000	
72410	72410 OFFICE OF PRINCIPAL	572,253	
	510500 SUPERVISOR/DIRECTOR	3,489	

Resolution No. 11-25-15
Requested by: Williamson County Archives and Museum

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES ON BEHALF OF THE WILLIAMSON COUNTY ARCHIVES AND MUSEUM AND APPROPRIATING AND AMENDING THE 2025-2026 ARCHIVES AND MUSEUM BUDGET BY \$4,685 – 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 agreements with state agencies; and

WHEREAS, the State of Tennessee, Department of State, Tennessee State Library and Archives has awarded Williamson County Archives and Museum a grant in the amount of Four Thousand Six Hundred Eighty-Five and 0/100 Dollars (\$4,685.00); and

WHEREAS, the grant does not require matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of State, Tennessee State Library and Archives on behalf of the Williamson County Archives and Museum:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of State, Tennessee State Library and Archives on behalf of the Williamson County Archives and Museum as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County Archives and Museum budget be amended as follows:

REVENUES:

State Grant Archives
101.00000.469800.00000.00.00.00.G0037 **\$4,865.00**

EXPENDITURES:

Other Contracted Services **\$4,865.00**
101.51910.539900.00000.00.00.00.G0037

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, 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)

Begin Date August 1, 2025	End Date May 31, 2026	Agency Tracking # 30501-01626-18	Edison ID 88454		
Grantee Legal Entity Name Williamson County Archives			Edison Vendor ID 2780		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Archives Development Direct Grants					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$4,685.00				\$4,685.00
TOTAL:	\$4,685.00				\$4,685.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: 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>Chacey Ray</i> LW				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
WILLIAMSON COUNTY ARCHIVES**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County Archives, hereinafter referred to as the "Grantee," is for the provision of Archives Development Direct Grants, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2780

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 house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, or practices to facilitate public access to records. The Grantee shall educate and train records custodians, as needed, and shall support archival program development and enhancement. The Grantee may use funds received under this Grant Contract to purchase goods or devices for use in the Grantee's archival work and processes.
- A.3. The Grantee shall maintain custody of its historically significant original records.
- A.4. The Grantee shall make its archived materials available for public research during reasonable hours.
- A.5. If not already implemented, the Grantee will implement sound archival practices. The Grantee will continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on August 1, 2025 ("Effective Date") and extend for a period of ten (10) 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 four thousand six hundred eighty-five dollars (\$4,685.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 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:

Kimberly Wires, Archives Development Program
 Tennessee State Library and Archives
 1001 Rep. John Lewis Way North
 Nashville, TN 37219

- 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: Department of State, Tennessee State Library and Archives.
 - (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-item: 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:

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
Telephone #615-253-3458

The Grantee:

Rogers Anderson, Williamson County Mayor
Williamson County Archives
1320 W. Main St., Franklin, TN 37064

countymayor@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, workaround plans 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 – 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
- 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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at <https://sos.tn.gov/TitleVI>

IN WITNESS WHEREOF,

WILLIAMSON COUNTY ARCHIVES:

8/12

GRANTEE SIGNATURE

DATE

Rogers C. Anderson, Williamson County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

DEPARTMENT OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE

JK

ATTACHMENT 1

GRANT BUDGET			
Archives Development Direct Grants			
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following			
Applicable Period:			
	BEGIN: August 1, 2025	END: May 31, 2026	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	0.00	0.00	0.00
Professional Fee, Grant & Award ²	0.00	0.00	0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$4,685.00	0.00	\$4,685.00
Travel, Conferences & Meetings	0.00	0.00	0.00
Interest ²	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Specific Assistance To Individuals	0.00	0.00	0.00
Depreciation ²	0.00	0.00	0.00
Other Non-Personnel ²	0.00	0.00	0.00
Capital Purchase ²	0.00	0.00	0.00
Indirect Cost	0.00	0.00	0.00
In-Kind Expense	0.00	0.00	0.00
GRAND TOTAL	\$4,685.00	0.00	\$4,685.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AGREEMENTS WITH CERTAIN ORGANIZATIONS PROVIDING OPIOID REMEDIATION AND ABATEMENT SERVICES AND APPROPRIATING FUNDS FOR THOSE SERVICES-
APPROPRIATIONS TO COME FROM OPIOID ABATEMENT FUNDS**

- WHEREAS,** in December of 2017, Williamson County (“County”) joined litigation to hold manufacturers of prescription opioids and their related companies, and pharmaceutical wholesale drug distributors accountable for their contribution to the opioid epidemic; and
- WHEREAS,** this year, the County has received approximately 1.2 million dollars directly and indirectly from the distributors, manufacturers, and retailers of opioid medications through the National Opioid Settlement (“Opioid Abatement Funds”) to distribute for approved uses; and
- WHEREAS,** the National Opioid Settlement court order imposes conditions on the Opioid Abatement Funds, including that they be used only for opioid remediation and abatement purposes; and
- WHEREAS,** the Williamson County Opioid Abatement Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the Opioid Abatement Funds or that propose methods for using the Opioid Abatement Funds to serve the County’s citizens; and
- WHEREAS,** the Task Force has reviewed the applications that were submitted in response to their announcement of funding for opioid abatement and remediation projects and has recommended which applications meet the conditions to receive the funds and in what amount; and
- WHEREAS,** finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners affirms the Task Force’s decision to fund each selected applicant for opioid abatement and remediation services in compliance with the conditions as specified in the National Opioid Settlement court order, authorizes the Williamson County Mayor to execute the agreements on behalf of Williamson County with each selected applicant for opioid remediation and abatement services and activities, and approves appropriating Williamson County’s Opioid Abatement Funds as further described below:

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 10th day of November 2025, hereby amends the 2025-2026 Williamson County budget to account for expenditures for opioid abatement and remediation services and activities which will be provided in accordance with the National Settlement Agreement;

REVENUES:

Reserve for Opioid Settlement	
101.00000.341595.00000.00.00.00	\$1,006,117.00

EXPENDITURES:

Contributions – Opioid	
101.58900.531600.00000.00.00.00.OP300	
21 st Judicial District Recovery Court	\$50,000.00
Educare	\$100,000.00
Franklin Recovery Center	\$86,922.00
Kymari House	\$93,000.00
Oak Cottage	\$101,435.00
Recovery is the New High	\$62,000.00
Refuge Center	\$91,260.00
Resolve Diagnostics	\$250,000.00
Volunteer Behavioral Health Services	<u>\$80,000.00</u>
	\$914,617.00

Williamson County Mental Health Court – Opioid	
101.53300.539905.00000.00.00.OP300	\$50,000.00
Veterans Court – Opioid	
101.53300.539902.00000.00.00.OP300	\$41,500.00

AND BE IT FURTHER RESOLVED, that all appropriations enumerated above are subject to the following conditions:

1. That the organizations to which funds are appropriated shall provide appropriate documentation and reporting to the Task Force, as specified in each organization's agreement with Williamson County. All reports shall be prepared according to applicable law and regulations, and all financial reports should be certified by the chief financial officer of the organization.
2. That the organizations to which funds are appropriated shall expend the funds according to the purposes and activities included in their application, pursuant to the organization's agreement with Williamson County, and in adherence to the opioid abatement and remediation strategies included within the National Opioid Settlement.
3. That it is the expressed interest of the County Commission of Williamson County in providing these funds to the above-named organizations to be fully in compliance with the National Opioid Settlements and any and all laws which may apply to County appropriations; and so these appropriations are made subject to compliance with any and all of these laws, regulations, and the National Settlement Agreements.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Opioid Abatement Task Force	For <u> 9 </u>	Against <u> 0 </u>		
Public Health Committee	For <u> </u>	Against <u> </u>		
Budget Committee	For <u> 5 </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 AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE HERITAGE FOUNDATION OF WILLIAMSON COUNTY, ACCEPTING A DONATION FROM THE HERITAGE FOUNDATION, AND APPROPRIATING AND AMENDING THE 2025-26 CAPITAL PROJECTS BUDGET BY \$120,000.00 – REVENUE TO COME FROM DONATIONS

- WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq., to lease Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and
- WHEREAS,** Williamson County owns improved real property located at 137 4th Avenue South, Franklin, Tennessee ("Dan German Hospital"); and
- WHEREAS,** the Heritage Foundation of Williamson County ("Heritage Foundation") desires to lease the Dan German Hospital for an initial one (1) year term with the option to extend for four (4) additional terms; and
- WHEREAS,** the Dan German Hospital is in need of repairs and renovations prior to being occupied; and
- WHEREAS,** Heritage Foundation has donated \$120,000 to Williamson County to fund renovations of the Dan German Hospital; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with the Heritage Foundation for the lease of real property located at 137 4th Avenue South, Franklin, Tennessee, and to accept the donation from the Heritage Foundation:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Heritage Foundation of Williamson County as well as all other related documents necessary for it to continue to lease the Dan German Hospital property located at 137 4th Avenue South, Franklin, Tennessee.

AND BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners accepts the generous donation of \$120,000.00 from the Heritage Foundation of Williamson County to be used for renovations to the Dan German Hospital, real property owned by Williamson County.

AND BE IT FURTHER RESOLVED, that the 2025-26 Capital Projects budget be amended as follows:

REVENUES:

Donations	
171.00000.486100.00000.00.00.00	\$120,000.00

EXPENDITURES:

Building Improvements	
171.91110.570701.00000.00.00.00.A0010	\$120,000.00

Ricky Jones
Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For	<u>4</u>	Against	<u>0</u>	
Budget Committee	For	<u>5</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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this the ____ day of _____, 2025, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and the **HERITAGE FOUNDATION OF WILLIAMSON COUNTY**, a non-profit entity ("Tenant"), concerning the lease of the Dan German Hospital Building ("Facility").

WHEREAS, Owner owns real property located at 137 4th Avenue South, Franklin, Tennessee ("Leased Premises");

WHEREAS, Tenant is a non-profit entity that preserves, promotes, and advocates for the historic places, stories, and culture of our community;

WHEREAS, Tenant desires to lease the Leased Premises for the continuation of its service to the community;

WHEREAS, Owner, through its County Mayor and members of its legislative body, desire to lease the property to Tenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of the Dan German Hospital Building.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on January 15, 2026, and end on January 14, 2027, with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner, which shall be evidenced by a fully executed extension. To be effective, any extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One Dollar and 00/100 dollars (\$1.00) payable in advance on the 1st day of January of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or any use or occupancy thereof contrary to any law of the state of Tennessee or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium

thereof.

7. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises, regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the state of Tennessee or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

9. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

10. **Termination for Cause.**

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

B. Owner. Owner may, in its sole discretion, terminate this Lease at any time for any of the following causes: (a) Tenant fails to pay any amounts due to Owner under this Lease in the manner as provided in this Lease; (b) Failure by Tenant to maintain the Leased Premises in a clean and orderly manner; (c) Tenant uses the Leased Premises in any unlawful manner; (d) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (e) Tenant abandons the Leased Premises before the end of the term; or (f) Any other breach of the material terms of this Lease by Tenant which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may terminate this Lease by giving Tenant written notice of termination, which shall not excuse any breach of this Lease by Tenant. Upon termination based on breach of this Lease, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by Owner as a result of the breach of this Lease.

11. **Notice.**

A. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address set forth below for the recipient.

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: Williamson County, Tennessee
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
- ii. Tenant: Heritage Foundation of Williamson County
-
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12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

13. **Inspection.** Owner reserves the right to enter and inspect the Leased Premises in its discretion, Monday through Friday, 8 a.m. to 5 p.m., to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease. Owner may enter the Leased Premises at any time, should it determine an emergency exists, or to conduct needed repairs, or for the provision of janitorial services if included in this Lease.

14. **Alterations.**

A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion, which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

15. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant.

16. **Surrender of Possession.** Upon termination or expiration of this Lease, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease.

17. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.

18. **Repair and Maintenance.** During the Lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner,

after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

19. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law. Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of Owner, its employees, or agents.

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. Commercial General Liability
 - i. Per Occurrence limit of not less than \$ 2,000,000
 - ii. General Aggregate will not be less than \$ 3,000,000
 - iii. Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv. Completed Operations, including ongoing operations in favor of the Additional Insured
 - v. Contractual Liability
 - vi. Personal Injury
- B. Workers' Compensation
 - i. State: Statutory
 - ii. Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. Except for those policies for which Tenant is a Qualified Self-Insurer, the insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

21. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties, and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. To the degree permissible by applicable law, Tenant shall indemnify and hold Owner and its officers, agents, and employees harmless from all claims, losses, and damages (including court costs and attorney's fees) with respect to such copyright, royalty, or trademark rights.

22. **Choice of Law/Venue.** This Lease shall be exclusively governed by the laws of the state of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive

venue for such action will be in Williamson County, Tennessee, or in a federal court with jurisdiction over Williamson County.

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

24. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property, and (ii) the cost of storing it if Owner elects to store it for Tenant.

25. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate legislative body.

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty, this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

27. **Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as-needed basis. If the parties agree on a single location to dispose of Tenant's trash, then Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunication data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

28. **Time of Essence.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

29. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County, and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant'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, Tenant 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.

30. **Severability.** In the event that any section and/or term of this Lease 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 Lease, and the remaining sections and/or terms are to be fully enforceable.

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

32. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county, and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

33. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

34. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

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

37. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

38. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under the direction of Owner with respect to its obligations of this Lease, including Owner's employees, agents, and invitees.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

OWNER:
WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson, Williamson County Mayor

By: _____
Kevin Benson, Property Manager

By: _____
Jim Ruhl, Risk Manager

By: _____
Williamson County Attorney for Form

TENANT:
HERITAGE FOUNDATION OF WILLIAMSON
COUNTY

By: _____
Signature

By: _____
Name/Title

Resolution No. 11-25-18
Requested by: General Sessions Court

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 GENERAL SESSIONS BUDGET BY \$15,912.15

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, Williamson County received notice that it received a grant in the amount of \$15,912.15 from the State of Tennessee Department of Finance and Administration, Office of Criminal Justice Programs for the electronic monitoring indigency fund; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the letter of agreement with the State of Tennessee Department of Finance and Administration for funding for the electronic monitoring indigency fund:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 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 the electronic monitoring indigency fund;

AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County General Sessions budget be amended as follows:

REVENUES:		
Other State Grants		\$15,912.15
101.00000.469800.00000.00.00.00.G0057		

EXPENDITURES:		
EMIF- Electronic Monitoring Indigency Fund		\$15,912.15
101.53300.539904.00000.00.00.00.G0057		



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For <u>3</u>	Against <u>0</u>	Pass _____	Out _____
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass _____	Out _____
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF ADMINISTRATION
OFFICE OF BUSINESS AND FINANCE
312 ROSA L. PARKS AVENUE
WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0294
(615) 741-4100
Direct.Grants@tn.gov**

**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 8, 2025

To: County Mayor Rogers Anderson
Williamson County Government
1320 W Main St Ste 125, Franklin, TN 37064-3741

From: Commissioner James Bryson

The State's budget for the fiscal year beginning July 1, 2025, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 7, Item 16, of the Public Chapter 530 2026 Appropriations Act reads as follows:

Department of Finance and Administration, in Section 1, Title III-2, Item 3, appropriations for the electronic monitoring indigency fund grant program shall be subject to the provisions of Section 21 of this act.

This direct appropriation grant for **Williamson County Government** totals \$15,912.15 and may be applied retroactively to grant qualifying expenses between July 1, 2025 and June 30, 2026.

If you choose to accept this award:

1. Sign this agreement (verify your taxpayer identification number and include a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

- b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
- c) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. Funds and interest accrued in this manner must be utilized for valid program expenses. Unspent funds held at the end of the award period shall be deducted from the agency's award for the next year or, if no application for the following year is made, be required to be returned to the state.
- d) Verify the taxpayer identification number provided in the grant application process. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return This signed Letter of Agreement to the State agency head.

- a) We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

Please return the signed materials to CriminalJustice.Program@tn.gov by October 15, 2025.

3. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>

The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.

This includes but is not limited to:

- i. All payments are made on qualifying alternate electronic monitoring fund devices utilized by persons who have been found to be indigent pursuant to the process described in TCA 55-10-419.
- ii. Eligibility and payment requirements denoted in the grant solicitation or otherwise communicated by OCJP be followed.
- iii. No more than \$85 per device-month shall be paid using grant funds.
- iv. Quarterly reporting of expenditures conducted under this program.
- v. Annual reconciliation of funds spent under this program.
- vi. Unspent funds at the end of the fiscal year must be retained, utilized, and applied to future qualifying Alternate Electronic Monitoring costs. Unspent funds must be reconciled with the state annually until exhausted.

If you should have any questions or comments or need any assistance responding to this request, please contact Mike Holt (Michael.R.Holt@TN.Gov). at 615-770-3991.

Resolution No. 11-25-19
Requested by: Sheriff's Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND APPROPRIATING AND AMENDING THE 2025-26 SHERIFF'S DEPARTMENT BUDGET BY \$40,000.00 – 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 Sheriff's Department received a grant 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 does not require matching funds; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into the grant contract on behalf of the Williamson County Sheriff's Department for the provision of highway safety projects:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November 2025, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Safety and Homeland Security on behalf of the Williamson County Sheriff's Department as well as all other documents necessary to receive grant funding to implement highway safety projects;

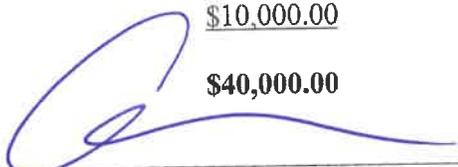
AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County Sheriff's Department budget be amended, as follows:

REVENUES:

Federal through State Grant-Highway Safety	
101.00000.475900.00000.00.00.00.G0012	\$40,000.00

EXPENDITURES:

Overtime	\$30,000.00
101.54110.518700.00000.00.00.00	
Other Charges	\$10,000.00
101.54110.559902.00000.00.00.00	\$40,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>3</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. 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)					
Begin Date		End Date		Agency Tracking #	
October 01, 2025		September 30, 2026		Z26THS414	
Grantee Legal Entity Name					Edison ID
Williamson County Sheriff's Department					87701 (PT)
Subrecipient or Recipient			Assistance Listing Number - 20.600		
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient			Grantee's fiscal year end - June 30		
Service Caption (one line only)					
Community Traffic Safety Enforcement and Education (PT)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$40,000.00			\$40,000.00
TOTAL:		\$40,000.00			\$40,000.00
Grantee Selection Process Summary					
<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					
Budget Officer Confirmation: 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>	
Speed Chart (optional)			Account Code (optional)		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Williamson County Sheriff's Department**

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 Sheriff's Department, 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 # 50

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 Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- 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:

Monthly Claims and Status Reports	
Reporting Period	Due Date
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

Quarterly Claims and Status Reports	
Reporting Period	Due Date
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).
- 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.

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 Forty Thousand Dollars and Zero Cents (\$40,000.00) ("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, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Greg Wilhelm, Corporal
Williamson County Sheriff's Department
408 Century Court
Franklin, Tennessee 37064
Email Address: greg.wilhelm@williamsoncounty-tn.gov
Telephone #: (615) 790-5560

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, workaround plans 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
- 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/execomp.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 Sheriff's Department:



GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

GRANT BUDGET	
Agency Name: Williamson County Sheriff's Department	
Project Title: Community Traffic Safety Enforcement and Education (PT)	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026	

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$30,000.00	\$0.00	\$30,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

1. Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted online at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

2. Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Williamson County Sheriff's Department
Subrecipient's Unique Entity Identifier (SAM)	MXMLJ29JRJ27
Federal Award Identification Number (FAIN)	69A37525300004020TN0
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.	20.600, State and Community Highway Safety
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	\$40,000.00
Total amount of federal funds obligated to the subrecipient	\$40,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
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 APPROPRIATING AND AMENDING THE 2025-2026 HEALTH DEPARTMENT BUDGET BY \$44,400.00 – REVENUES TO COME FROM STATE OF TENNESSEE

WHEREAS, grant funds are available for the local health department through the State of Tennessee which are utilized for operational costs including staffing salaries & benefits, supplies and printing needs for rural health services; and

WHEREAS, grant funding in the amount of \$1,279,500.00 was budgeted in revenues and expenses for the annual Health Department budget for 2025-26; and

WHEREAS, upon receipt of amended fiscal year grant contract, it has been determined that additional funds in the amount of \$44,400.00 would be awarded from the state of Tennessee, bringing the grant total to \$1,323,900.00;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November, 2025, hereby amends the 2025-2026 Health Department budget as follows:

REVENUE REDUCTION

Other State Grants/DGA Funding \$44,400.00
101.0000046980.00000.00.00.00.G0010

EXPENDITURES REDUCTION

Contracts w/Other Government Agencies \$44,400.00
101.55110.530900.00000.00.00.00

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee:	For	___	Against	___	Pass	___	Out	___
Budget Committee:	For	<u>5</u>	Against	<u>0</u>	Pass	___	Out	___
Commission Action Taken:	For	___	Against	___	Pass	___	Out	___

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date



GRANT AMENDMENT

Agency Tracking # 34360-19526	Edison ID 87913	Contract # GG-26-87913-00	Amendment # 01		
Contractor Legal Entity Name Williamson County Government			Edison Vendor ID 2780		
Amendment Purpose & Effect(s) Increase maximum liability for county salary increases					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+ \$ 44,400.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$1,077,598.57	\$246,301.43			\$1,323,900.00
TOTAL:	\$1,077,598.57	\$246,301.43			\$1,323,900.00
<p>Budget Officer Confirmation: 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.</p> <p style="text-align: center; font-size: 1.2em; font-style: italic;">Eric Bucholz</p>			<p><i>CPO USE</i></p> <p style="font-size: 1.5em; font-weight: bold; margin-top: 20px;">GG-26-87913-01</p>		
Speed Chart (optional) HL00000165		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GG-26-87913-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Williamson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.
2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Three Hundred Twenty-Three Thousand Nine Hundred Dollars (\$1,323,900.00). ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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.
3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new Attachment 2 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

Dr. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

ATTACHMENT 1

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)	RVU
Federal award date	3/31/2016
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$0.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$0.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	RVU
Name of federal awarding agency	TN DEPT OF HEALTH
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 1

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)	B04MC52954-01
Federal award date	9/13/2024
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$29,120.94
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$12,546,108.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	8A24 MCH
Name of federal awarding agency	HEALTH RESOURCES AND SERVICES ADMIN
Name and contact information for the federal awarding official	Leon L Harrison - lharrison@hrsa.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Rushdi Eskarous - rushdi.eskarous@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 1

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)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$87,361.73
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 1

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)	202525W100345
Federal award date	8/9/2024
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$32,454.41
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$56,703,261.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	4A25 WIC ADMINISTRATION
Name of federal awarding agency	FOOD AND NUTRITION SERVICE
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 1

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)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	\$97,364.35
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

WILLIAMSON COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2026.				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$909,700.00	21,100.00	\$930,800.00
	Benefits & Taxes	\$391,200.00	\$9,073.00	\$400,273.00
	Professional Fee/ Grant & Award ²	\$3,000.00	\$0.00	\$3,000.00
	Supplies	\$10,000.00	\$0.00	\$10,000.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$2,000.00	\$0.00	\$2,000.00
	Travel/ Conferences & Meetings ²	\$8,000.00	\$0.00	\$8,000.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$0.00	\$0.00	\$0.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$1,323,900.00	\$30,173.00	\$1,354,073.00

¹Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

WILLIAMSON COUNTY

POSITION #	HIRE DATE	LONGEVITY	SALARIES	AMOUNT
1013	7/9/2012	\$ 650.00	Beason, Heather - RN 2 (7/1) \$38.15 \$6,199.66 x 12 x 100%	\$74,395.91
858	5/29/2002	\$ 1,200.00	Boyd, Oletha - PHOA (7/1) \$26.03 \$4,229.17 x 12 x 100%	\$50,750.04
1189	8/4/2025	\$ -	Clevenger, Lullia - RN2 (8/1) \$33.48 \$5,440.50 x 12 x 100%	\$65,286.00
869	2/21/2023	\$ -	Galvez, Joselin - Clerk 3 (7/1) \$22.23 \$3,611.98 x 12 x 100%	\$43,343.74
1145	5/1/2023	\$ -	Meadows, Patrick - PHOA (7/1) \$22.28 \$3,619.98 x 12 x 100%	\$43,439.76
861	12/1/2008	\$ 850.00	Hiremath, Veena - PHOA (7/1) \$25.08 \$4,074.86 x 12 x 100%	\$48,898.32
1143	8/3/2015	\$ 500.00	Jenkins, Brenda - PHOA (7/1) \$20.75 \$3,372.17 x 12 x 100%	\$40,466.04
1034	9/13/2021	\$ -	Lim, Jewel - RN 2 (7/1) \$38.19 \$6,206.46 x 12 x 100%	\$74,477.52
864	11/10/2003	\$ 1,100.00	Marmol, Lilia - PHOA (7/1) \$26.03 \$4,229.16 x 12 x 100%	\$50,749.92
857	5/24/2021	\$ -	Moharreni, Bella - Health ED 2 (7/1) \$28.41 \$4,617.02 x 12 x 100%	\$55,404.24
871	2/14/2022	\$ -	Sedek, Adriana - Social Counselor 2 (CHANT) 01/06/2025 \$29.40 \$4,777.56 x 12 x 100%	\$57,330.72
860	8/20/2007	\$ 900.00	Nail, Crystal - Counseling Asst. (7/1) \$27.07 \$4,398.33 x 12 x 100%	\$52,779.95
1035	6/7/2004	\$ 1,100.00	Pineda, Yolanda - Clerk 3 (7/1) \$26.28 \$4,270.13 x 12 x 100%	\$51,241.57
1077	6/23/2025	\$ -	Diaz Godinez, Yuritzy - Clerk 3 (7/1) \$21.32 \$3,464.50 x 12 x 100%	\$41,574.00
866	8/15/2022	\$ -	Vacant - PHOA \$19.51 \$3,170.80 x 12 x 100%	\$38,049.57
854	2/22/2022	\$ -	Xiong, Caroline - Health ED 2 (7/1) \$27.44 \$4,458.55 x 12 x 100%	\$53,502.62
865	8/15/2022	\$ -	Yeadon, Stephanie - Nutr 2 (7/1) \$31.64 \$5,141.64 x 12 x 100%	\$61,699.68
			Longevity 17	\$6,300.00
			TOTAL ROUNDED	\$909,700.00

	PROFESSIONAL FEE /GRANT & AWARD	AMOUNT
	Video Interpretation Services	\$3,000.00
	TOTAL	\$3,000.00

	TRAVEL / CONFERENCES & MEETINGS	AMOUNT
	Routine Travel	\$8,000.00
	TOTAL	\$8,000.00

RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 PARKS AND RECREATION BUDGET BY \$95,294.99 – REVENUES TO COME FROM DONATIONS

WHEREAS, the Parks and Recreation Department has received donations totaling \$90,744.99 from the Community Youth Associations to be utilized to offset the hiring and scheduling of officials and supervisors, and for contributions toward upgrades at the facilities, and;

WHEREAS, donations were received to support the children’s theater, and dance programs in the amount of \$4,550.00, and;

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting this November 10th, 2025, amends the Parks & Recreation Budget as follows:

REVENUES:

101.00000.486104.00000.00.00.00 –DONATIONS \$ **95,294.99**

EXPENDITURES:

Part-time Officials/Scorekeepers

101.56700.516901.00000.00.00.00 \$ 15,030.00

Maintenance/Repair- Parks

101.56700.533501.00000.00.00.00 \$ 43,720.00

Instructional Supplies – Youth Athletics

101.56700.542901.00000.00.00.00 \$ 5,310.00

Lawn Products

101.56700.542000.00000.00.00.00 \$ 26,684.99

Other Charges/Theater/Special Events

101.56700.559900.00000.00.00.00 \$ 4,550.00

\$ 95,294.99



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee: For ___ Against ___
Budget Committee: For 5 Against 0
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Jeff Whidby, County Clerk

Brian Brethard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION ACCEPTING THE CONDITIONAL DONATION OF \$1,000,000 FROM EXCEL AQUATICS, INC. TO BE USED TO EXPAND THE CURRENT PLANNED BETHESDA PARKS AND RECREATION CENTER TO INCLUDE A NATATORIUM

- 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,** Excel Aquatics, Inc. ("Excel") has contracted with Williamson County for the periodic use of its facilities for swim lessons, training, and meets; and
- WHEREAS,** Williamson County is currently constructing a new Bethesda Parks and Recreation Center facility at 4662 Bethesda Road, Thompson's Station; and
- WHEREAS,** Excel has agreed to donate One Million Dollars (\$1,000,000) to Williamson County, conditioned on the construction of a natatorium that will include a competitive/training pool with eight 25-meter cold water lanes and a separate recreational pool that has four 25-meter warm water lanes to be used for recreational purposes; and
- WHEREAS,** Williamson County has agreed to use the donated funds for the construction of a natatorium as agreed between the parties and Williamson County will give Excel the first right to use the competitive/training pool to conduct its competitive swim program and swim lessons subject to the terms of the agreement for the use of the pool lanes; 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 of One Million Dollars (\$1,000,000) conditioned on the proceeds being used for the construction of a natatorium to be part of the new Bethesda Parks and Recreation Center:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this 10th day of November, 2025, hereby accepts the generous conditional donation of One Million Dollars (\$1,000,000) from Excel Aquatics, Inc., conditioned on the funds being used towards the construction of a natatorium as part of the new Bethesda Parks and Recreation Center to include a competitive/training pool that includes eight 25 meter cold water lanes and a separate recreational pool with four 25 meter warm water lanes;

BE IT FURTHER RESOLVED, that in the event Williamson County does not use the donated funds for the construction of a natatorium to be part of the new Bethesda Parks and Recreation Center, the funds shall be returned to Excel Aquatics, Inc.

AND BE IT FURTHER RESOLVED, The Board further authorizes the County Mayor to execute any necessary documents to formally accept this conditional donation.

<u>REVENUE</u>	
171.00000.486100.00000.00.00.00 -Donations	\$1,000,000.00

<u>EXPENDITURES</u>	
171.91150.570700.00000.00.00.00.C0035 Building Improvements	\$1,000,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee	For	___	Against	___				
Property Committee	For	<u>4</u>	Against	<u>0</u>				
Budget Committee	For	<u>5</u>	Against	<u>0</u>				
Commission Action Taken:	For	___	Against	___	Pass	___	Out	___

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 WILLIAMSON COUNTY LIBRARY BUDGET - REVENUES RECEIVED IN PRIOR FISCAL YEAR FROM GRANT FUNDS AND UNAPPROPRIATED COUNTY GENERAL FUND BALANCE

WHEREAS, In fiscal year 2025, Williamson County Library received a grant in the amount of \$4,000.00 from the Governor’s Early Literacy Foundation; and

WHEREAS, funds received from the award in the amount of \$16.74 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 its contractual obligations to complete The Storybook Trail;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 10th of November, 2025, in Williamson County, Tennessee that the 2025-26 Williamson County Library budget be amended, as follows:

REVENUES:

County General Unappropriated Fund Balance \$16.74
101.00000.390000.00000.00.00.00

EXPENDITURES:

GELF Library Grant \$16.74
101.56500.559904.00000.00.00.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board For 7 Against 0 Pass Out
Budget Committee For 5 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. 11-25-24
Requested by: Williamson County Library

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, OFFICE OF THE SECRETARY OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES, ON BEHALF OF THE WILLIAMSON COUNTY LIBRARY AND APPROPRIATING AND AMENDING THE 2025-26 LIBRARY BUDGET BY \$9,349.00

- WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into grant contracts with state agencies; and
- WHEREAS,** the Williamson County Library received a library technology grant from the Tennessee State Library and Archives in an amount not to exceed \$9,349.00; and
- WHEREAS,** the grant requires matching funds in the amount of \$9,349.00 from Williamson County to participate in the grant contract; and
- WHEREAS,** the Library has sufficient funds in its existing budget to fund the grant's match; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the grant contract on behalf of the Williamson County Library for the provision of library technology:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations contained in the grant contract;

AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County Library budget be amended as follows:

REVENUES:
 State Library Grant
 101.00000.475900.00000.00.00.00.G001 \$9,349

EXPENDITURES:
 Other Charges
 101.56500.559900.00000.00.00.00.G001 \$9,349



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board	For <u>8</u>	Against <u>0</u>	Pass _____	Out <u>1</u>
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass _____	Out _____
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES AND
WILLIAMSON COUNTY PUBLIC LIBRARY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Williamson County Public Library, hereinafter referred to as the "Grantee," is for the provision of grant funds to public libraries to purchase computers, software, networking hardware, and peripheral and mobile devices for use by library patrons and staff, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2780

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking hardware; mobile devices; peripheral devices; software for library use; and/or other technological items and supplies to enhance the use of technology services available at the public library.
- A.3. The Grantee will follow the Minimum Specifications guidelines when purchasing desktop computers and laptops for a Windows environment. Desktop computer purchases will meet or exceed the minimum requirements as follows: Windows 11 Professional Edition, Intel Core i7-14700 or equivalent processor, 8 GB memory, 256 GB hard drive, 3 year on-site or ship back warranty. Laptop computer purchases will meet or exceed the minimum requirements as follows: Windows 10 Professional Edition, Intel Ultra 7 155U processor or equivalent, 8GB hard drive, 256 GB hard drive, 4 year on-site or ship back warranty.
- A.4. The Grantee will follow the grant guidelines when purchasing computer and peripheral hardware for an Apple environment. iMac M4 chip or Mac Mini desktop computers and MacBook Pro or MacBook Air laptop purchases will meet or exceed the minimum requirements as listed at <http://apple.com/store>.
- A.5. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
- A.6. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.7. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.
- A.8. 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 for the period beginning on October 1, 2025 ("Effective Date") and ending on April 30, 2026 ("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 Nine Thousand Three Hundred Forty-Nine Dollars (\$9349.00) ("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 State Library and Archives
 Attn: Jennifer Cowan-Henderson
 1001 Rep John Lewis Way N.
 Nashville, TN 37219

- 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: Office of the Secretary of State, Tennessee State Library and Archives.
 - (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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- 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 and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.

- e. The Grantee must close out its accounting records at the end of the contract period 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:

Jennifer Cowan-Henderson, Director of Planning and Development
Tennessee State Library and Archives
1001 Rep John Lewis Way N.
Nashville, TN 37219
Jennifer.Cowan-Henderson@tnsos.gov
Telephone # 615-741-1923
FAX # 615-532-9904

The Grantee:

Amanda Jones, Assistant Library Director
Williamson County Public Library
1314 Columbia Avenue
Franklin, TN 37064
amanda.jones@williamsoncounty-tn.gov
Telephone # 615-224-6086

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, workaround plans 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 – 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
- 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY PUBLIC LIBRARY:

SHB

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMIE RITTER, STATE LIBRARIAN AND ARCHIVIST DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE DATE

TH

ATTACHMENT ONE

GRANT BUDGET				
Williamson County Public Library				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 10/01/2025		END: 04/30/2026		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	9349.00	9349.00	18698.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	9349.00	9349.00	18698.00

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Williamson, County of
Subrecipient's Unique Entity Identifier (SAM)	DPCXM6A1QBQ7
Federal Award Identification Number (FAIN)	LS-259204-OLS-25
Federal award date	4/21/2025
Subaward Period of Performance Start and End Date	10/1/2025
Subaward Budget Period Start and End Date	4/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.310 State Library Program
Grant contract's begin date	10/1/2025
Grant contract's end date	4/30/2026
Amount of federal funds obligated by this grant contract	\$9349.00
Total amount of federal funds obligated to the subrecipient	\$9349.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,695,347.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Tennessee State Library and Archives will use funds to support the goals of their Five-Year Plan for FY 2023-2027, which reflect the purposes and priorities of the Library Services and Technology Act (LSTA). Specific goals position all Tennessee residents to: 1) Have the reading skills, information resources, and library services needed to succeed in school, at work, and in their daily lives; 2) Be able to locate and access library and information resources that are relevant to their lives through the provision of traditional reading materials, non-print media, online and downloadable resources, and electronic networks; and 3) Benefit from enhanced library and information services because library staff members have the knowledge, skills, and competencies needed to offer high-quality 21st century library services.
Name of federal awarding agency	Institute of Museum and Library Services
Name and contact information for the federal awarding official	Dennis Nangle Senior Program Officer, Grants to States 202-653-4661 dnangle@imls.gov
Name of pass-through entity	Tennessee State Library & Archives
Name and contact information for the pass-through entity awarding official	Jennifer Cowan-Henderson 615-741-1923 Jennifer.Cowan-Henderson@tnsos.gov

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. 11-25-26
Requested by: Animal Center Director

**RESOLUTION ACCEPTING A DONATION FROM FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2025-2026 ANIMAL CENTER BUDGET
BY \$8,000 – 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 \$8,000 to be used for kitten food;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November 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 **\$8,000**

EXPENDITURE:

Animal Food & Supplies
101.55120.540100.00000.00.00.00 **\$8,000**



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For	___	Against	___	Pass	___	Out	___
Budget Committee	For	<u>5</u>	Against	<u>0</u>	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. 11-25-36
Requested by: Williamson County Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND AMENDING THE 2025-26 SHERIFF'S OFFICE BUDGET BY \$4,500,000.00 – 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,** Williamson County, conditioned on available resources, routinely post School Resource Officers ("SROs") in Williamson County schools and Franklin Special School District schools; and
- WHEREAS,** Public Chapter 966 of the 113th Tennessee General Assembly provides grant funding to local law enforcement agencies for the cost of placing SROs in its public schools; and
- WHEREAS,** Williamson County applied for assistance to fund SROs and received notice that it was awarded \$4,500,000.00 in grant funding to assist the County with the cost of providing SROs; and
- WHEREAS,** this grant does not require matching funds; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the grant contract on behalf of the Williamson County Sheriff's Office for funding to assist Williamson County with the provision of SROs:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Safety and Homeland Security on behalf of the Williamson County Sheriff's Office as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations concerning the funding and provision of School Resource Officers in local schools;

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

REVENUES:

TN Department of Safety & Homeland Security Grant SRO Funding	\$4,500,000.00
101-00000-462300-00000-00-00-00-G0024	

EXPENDITURES:

Fund Balance	\$4,500,000.00
101-00000-390000-00000-00-00-00	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For <u>5</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

 ENDOWMENT GRANT CONTRACT					
Begin Date July 01, 2025		End Date June 30, 2026		Agency Tracking # 34901-01613	Edison ID 87448
Public Chapter 0530		Bill # HB1409, SB1431		Section 10	Item 22
Grantee Legal Entity Name Williamson County Sheriff's Office					Edison Vendor ID 0000000050
Service Caption (one line only) Statewide School Resource Officer (SRO) Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$4,500,000.00				\$4,500,000.00
TOTAL:	\$4,500,000.00				\$4,500,000.00
Ownership/Control					
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input checked="" type="checkbox"/> Government	<input type="checkbox"/> NOT Minority/Disadvantaged
<input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive selection					
<input checked="" type="checkbox"/> Non-competitive selection		Pursuant to and in accordance with PC 0530 (HB1409, SB1431), the funding is available to local law enforcement entities that complete the required documentation and are selected to receive a grant contract for funding to place one (1) full-time POST-certified SRO in each K-12 public, public charter, and alternative school within their jurisdiction at which they are responsible for providing SRO services. The funding is as stipulated in the Public Chapter and is for the 2026 State Fiscal Year, subject to funds availability.			
Budget Officer Confirmation: 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 - EG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
WILLIAMSON COUNTY SHERIFF'S OFFICE**

This 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 Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID #: 0000000050

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. Background. The State received funding through Public Chapter 0530 (HB1409, SB1431) for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement entities who have the responsibility to provide SROs to K-12 public, public charter, and/or alternative schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement entity after the local law enforcement entity presents to the State an executed memorandum of understanding (MOU) between the entity and the local education agency (LEA), the public charter school, or the alternative school, pursuant to which the local law enforcement entity shall provide one (1) Peace Officer Standards and Training Commission (POST)-certified full-time SRO to each school in the LEA, the public charter school, or the alternative school within their jurisdiction at which they are responsible for providing SRO services. The MOU shall be in the form prescribed by the State and be the one designated for use in State Fiscal Year 2026.
 - b. Local law enforcement entities are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) for the 2026 State Fiscal Year to place one (1) full-time POST-certified SRO in each school within their jurisdiction at which they are responsible for providing SRO services. Funding shall not be awarded for more than one (1) SRO per K-12 public, public charter, or alternative school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per school for the 2026 State Fiscal Year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment). (See also Section C.4.)
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA, the public charter school, or the alternative school, in addition to other requirements, an SRO must be POST-certified and a sworn officer of a law enforcement entity within the jurisdiction of the K-12 public school, public charter school, or alternative school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school, public charter school, or alternative school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.

- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall also submit to the State a quarterly report, in a format and manner prescribed by the State, containing the information set forth below in Sections A.6.a. through A.6.e. This quarterly report shall be submitted to the State no later than the 15th of the first month following each quarter: the first quarterly report covering July, August, and September is due no later than October 15th; the second quarterly report covering October, November, and December is due no later than January 15th; the third quarterly report covering January, February, and March is due no later than April 15th; and the fourth quarterly report covering April, May, and June is due no later than July 15th.
- a. The number of LEAs, public charter schools, and alternative schools that have executed an MOU with the law enforcement entity as part of the program.
 - b. The number of LEAs, public charter schools, and alternative schools that have executed an MOU with the law enforcement entity as part of the program and have been provided a full-time SRO.
 - c. The number of public elementary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.
 - d. The number of public secondary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.
 - e. Detailed expenditures showing how the funds are being spent, how much of the funds are being or have been spent, and remaining funding (unspent funds).
- A.7. 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 with any attachments.
 - b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 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 Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the

Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

- C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed State provided "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. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 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 Form to Report Lobbying," 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:

Tennessee Office of Homeland Security
 ATTN: Statewide SRO Grant Program
 Tennessee Department of Safety and Homeland Security
 Tennessee Tower – 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Email Address: TDOSHS_SROgrants@tn.gov
 Telephone #: 615-295-5059

The Grantee:

Sheriff Jeff Hughes
 Williamson County Sheriff's Office
 408 Century Court
 Franklin, TN 37064
 Email Address: jeff.hughes@williamsoncounty-tn.gov
 Telephone #: 615-786-1540
 FAX #: 615-595-1208

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 such 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, and the Grantee shall 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 shall include the statement, "This project is funded under an agreement 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. 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 agreement shall not be construed as a waiver or relinquishment of any such 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.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. 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, workaround plans 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. 23. 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
- D.24. 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.25. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. 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.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

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. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

**IN WITNESS WHEREOF,
WILLIAMSON COUNTY SHERIFF'S OFFICE:**



GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)
DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

LATE FILED

Resolution No. 11-25-37

Requested by: Parks and Recreation Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND APPROPRIATING AND AMENDING THE 2025-26 PARKS AND RECREATION BUDGET BY \$3,524,000.00 – 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 County received a grant for \$3,524,000.00 from the Tennessee Department of Environment and Conservation as a part of their 2025 Local Parks and Recreation Fund Grant ("Grant"); and
- WHEREAS,** the Grant will fund 40 acres of improvements at College Grove Park, including baseball/softball fields, pickleball courts, multipurpose fields, a basketball court, playground and trail enhancements, and supporting site amenities; and
- WHEREAS,** the Grant will also fund an 81-acre expansion of Wilkins Branch Mountain Bike Park, including three new bike trails, a pump track, a pavilion with restrooms, picnic areas, trail hubs, bike service stations, parking fencing, and signage; and
- WHEREAS,** the Williamson County Board of Commissioners previously supported the application to this Grant in Resolution No. 3-25-11, which passed in March of 2025; and
- WHEREAS,** the Grant requires a 50% match, which will be fully satisfied by a property match; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Environment and Conservation for the provision of funding for improvements to College Grove Park and Wilkins Branch Mountain Bike Park, with the condition that the grant contract is approved by the County Attorney's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Environment and Conservation as well as all other documents necessary to receive grant funding for improvements to College Grove Park and Wilkins Branch Mountain Bike Park;

AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County Parks and Recreation budget be amended as follows:

REVENUES:

State Grant	\$3,524,000.00
171.00000.469800.00000.00.00.00.G0096	

EXPENDITURES:

Other Capital Outlay	\$3,524,000.00
171.91150.579900.00000.00.00.00.G0096	

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee	For _____	Against _____		
Budget Committee	For <u>5</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

Late-Filed

Resolution No. 11-25-38

Requested by: Animal Center Director

RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 ANIMAL CENTER BUDGET BY \$990 – REVENUES TO COME FROM DONATIONS

WHEREAS, Petco Love has awarded Williamson County Animal Center a grant in the amount of \$990 to be used as a reimbursement for syringe purchases used with vaccines;

WHEREAS, the grant requires no matching funds from the County; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept these funds, thus entering into a grant agreement with Petco Love

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November 2025 authorizes the Williamson County Mayor to accept these grant award funds;

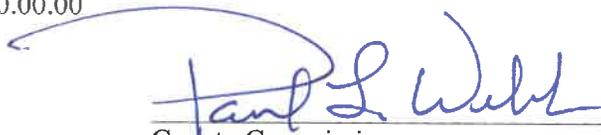
AND, BE IT FURTHER RESOLVED, that the 2025-26 Animal Center budget be amended to encompass the grant funding:

REVENUE:

Donations **\$ 990**
101.00000.486109.00000.00.00.00

EXPENDITURE:

Drugs and Medical Supplies **\$ 990**
101.55120.541300.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For	___	Against	___	Pass	___	Out	___
Budget Committee	For	<u>5</u>	Against	<u>0</u>	Pass	___	Out	___
Commission Action Taken:	For	___	Against	___	Pass	___	Out	___

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

LATE FILED

Resolution No. 11-25-40

Requested by: Williamson County Archives

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LETTER OF AGREEMENT WITH THE TENNESSEE STATE MUSEUM ON BEHALF OF THE WILLIAMSON COUNTY ARCHIVES AND MUSEUM AND APPROPRIATING AND AMENDING THE 2025-26 ARCHIVES BUDGET BY \$19,780.00 – REVENUES TO COME FROM GRANT FUNDS

WHEREAS, the Williamson County Archives applied for and received a grant from the Tennessee State Museum, Tennessee Commission for the United States Semiquincentennial; and

WHEREAS, the grant funds are part of an appropriation by the General Assembly to provide funding to support Tennessee’s participation in the United States Semiquincentennial Celebration; and;

WHEREAS, the funds will be used for Semiquincentennial content and programming at the Williamson County Archives and Museum in 2026; and

WHEREAS, the grant is \$19,780, and does not require any matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the letter of agreement on behalf of the Williamson County Archives to be used for Semiquincentennial programming:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, hereby authorizes the Williamson County Mayor to enter into a letter of agreement on behalf of the Williamson County Archives and Museum with the Tennessee State Museum as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

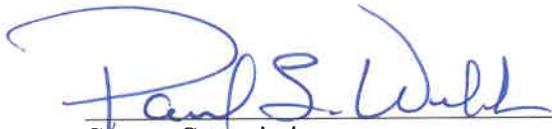
AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County Archives and Museum budget be amended as follows:

REVENUES:

State Grant **\$19,780**
101-00000-469800-00000-00-00-00-G0097

EXPENDITURES:

Other Contracted Services **\$19,780**
101-51910-539900-00000-00-00-00-G0097



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 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. 11-25-5

Requested by: Commissioner Christopher Richards

Co-Sponsor: Commissioner Lisa Hayes

A RESOLUTION TO AFFIRM THE OVERSIGHT AUTHORITY OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS OVER WILLIAMSON HEALTH, TO ADDRESS POTENTIAL CONFLICTS OF INTEREST IN LEGAL REPRESENTATION, AND TO REQUEST OUTSIDE LEGAL COUNSEL TO REVIEW THE ONGOING REQUEST FOR PROPOSALS AND ANY POTENTIAL SALE OR TRANSFER OF COUNTY-OWNED ASSETS

WHEREAS, Williamson Health, formerly Williamson Medical Center, was created by Private Acts of 1957, Chapter 107, as amended by Private Acts of 1987, Chapter 2, and other acts, as a non-profit hospital district owned by the citizens of Williamson County; and

WHEREAS, the Private Act (Sections 4 and 5) expressly provides that members of the Williamson Health Board of Trustees shall be appointed by the Williamson County Board of Commissioners, confirming that the hospital is a county-owned and publicly governed entity subject to the oversight of the County Commission; and

WHEREAS, the Williamson Health Board of Trustees is empowered to operate and manage the hospital but, under Section 7(k) of the Private Act, has no authority to sell any real property owned or operated by the Hospital District or to lease substantially all of its facilities without approval of the Williamson County Board of Commissioners; and

WHEREAS, under Tennessee Code Annotated § 5-7-101, all property purchased or owned by the county remains under the control of the county legislative body, and no county asset may be disposed of or sold except by authority of that body; and

WHEREAS, recent statements by the hospital's Chief Executive Officer at the October 13, 2025 County Commission meeting confirm that an active Request for Proposal (RFP) for a potential change in ownership has now been "made available to vetted and qualified interested organizations" and that bidders are being screened and restricted from communicating with elected officials or the public; and

WHEREAS, the County Commission has received information indicating that candidates in the RFP process may not be properly vetted, with potential bidders excluded without submitting detailed proposals or receiving clear evaluation criteria, raising concerns about the fairness, transparency, and legality of the process; and

WHEREAS, Commissioner Christopher Richards, the requester of this resolution, discloses that the information regarding improper vetting in the RFP process was provided by a personal acquaintance, ensuring transparency in the County Commission's actions while affirming that this relationship does not influence the resolution's objective to protect the public interest; and

WHEREAS, this process appears to constitute an effort to solicit offers for the sale or lease of a county-owned public hospital without prior authorization or oversight from the Williamson County Board of Commissioners, potentially violating Section 7(k) of the Private Act and raising substantial legal and ethical concerns; and

WHEREAS, while Tennessee Code Annotated § 68-11-238 allows for temporary confidentiality during the development of marketing or strategic plans for public hospitals, it does not authorize the initiation or execution of a sale or RFP process in secrecy, nor does it supersede the County Commission's authority under the Private Act or T.C.A. § 5-7-101 to approve such actions in an open and transparent manner; and

WHEREAS, any sale or conveyance of a county-owned public hospital may be governed by the Public Benefit Hospital Sales and Conveyance Act, which requires notice to and approval by the Tennessee Attorney General, a finding that the sale serves the public interest, and

compliance with all conditions of public disclosure, fairness, and accountability, provided that Williamson Health is structured as a nonprofit public benefit corporation; and

WHEREAS, the County Commission has learned that the same legal counsel representing both the Williamson County Mayor and the Williamson Health Board of Trustees also advises the County Commission, creating a significant conflict of interest under Tennessee Rule of Professional Conduct 1.7, which states, "A lawyer shall not represent a client if ... there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client," undermining the independence of legal advice available to the legislative body; and

WHEREAS, the County Commission has observed instances where the shared legal counsel's advice may not fully address the Commission's independent oversight responsibilities, further necessitating impartial legal guidance to protect county-owned assets; and

WHEREAS, it is therefore prudent and necessary for the Williamson County Board of Commissioners to obtain independent outside legal counsel to evaluate these matters, ensure compliance with Tennessee law and the Private Act, and protect the public interest; and

WHEREAS, funding for such legal review and representation shall be requested through a subsequent budget resolution once an appropriate outside counsel has been identified, pursuant to T.C.A. § 5-9-101; and

WHEREAS, all actions related to the potential sale or transfer of Williamson Health shall be conducted with maximum public transparency, including public hearings and reports to the County Commission, to ensure accountability to the citizens of Williamson County.

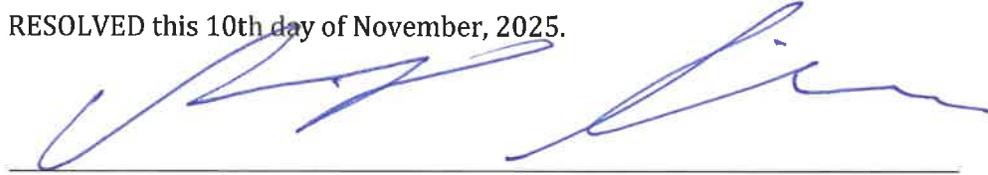
NOW, THEREFORE, BE IT RESOLVED by the Williamson County Board of Commissioners, meeting in regular session, that:

1. The Williamson County Board of Commissioners hereby reaffirms its exclusive statutory authority over the sale, conveyance, or transfer of any county-owned property, including Williamson Health, as provided by T.C.A. § 5-7-101 and Section 7(k) of the Private Acts of 1957, Chapter 107, as amended, and directs that all actions related to any sale or RFP process shall immediately cease until independent outside counsel is retained.
2. The Williamson County Board of Commissioners finds that the current legal representation of both the Mayor's Office and the Williamson Health Board of Trustees presents a conflict of interest under Tennessee Rule of Professional Conduct 1.7, inconsistent with the County Commission's duty to exercise independent oversight.
3. The Williamson County Board of Commissioners directs that outside independent legal counsel be retained to review and advise the Commission regarding:
4. The legality of any Request for Proposals or negotiations concerning the sale or transfer of Williamson Health, including compliance with Section 7(k) of the Private Act and T.C.A. § 68-11-238;
5. The compliance of such actions with state law, including the Public Benefit Hospital Sales and Conveyance Act, the Private Acts of 1957, Chapter 107, as amended, and T.C.A. § 5-7-101;
6. The applicability of the Public Benefit Hospital Sales and Conveyance Act based on Williamson Health's legal structure as a non-profit hospital district; and
7. Any other issues related to the protection of the County's ownership interests in Williamson Health, including the fairness and transparency of the RFP vetting process.
8. The Williamson County Board of Commissioners shall establish a subcommittee, composed of no fewer than five Commissioners who are not members of the Williamson Health Board of Trustees, to identify and recommend qualified outside legal counsel within 30 days of this resolution's adoption, with the final selection of counsel to be

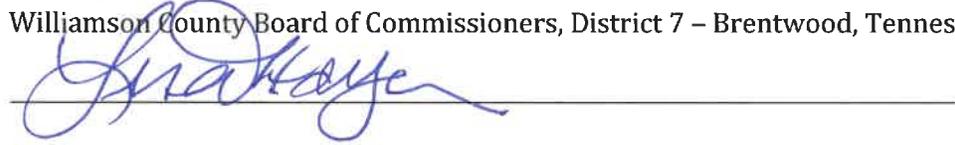
approved by a majority vote of the County Commission in a public meeting, and funding to be allocated through a separate budget resolution.

9. A certified copy of this Resolution shall be transmitted to the Tennessee Comptroller of the Treasury, the Tennessee Attorney General, and the Williamson Health Board of Trustees.

RESOLVED this 10th day of November, 2025.



Commissioner Christopher Richards
Williamson County Board of Commissioners, District 7 – Brentwood, Tennessee



Commissioner Lisa Hayes
Williamson County Board of Commissioners, District 1 – Fairview, Tennessee

Date: _____

Filed for Record Date: _____

Chairman, Williamson County Board of Commissioners

County Clerk

County Mayor

RESOLUTION NO. 11-25-6

Requested by: Commissioner Christopher Richards

A RESOLUTION AMENDING THE RULES, REGULATIONS, AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE PUBLICATION OF COMMITTEE MEETING AGENDAS

WHEREAS, pursuant to Rule 11 of 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

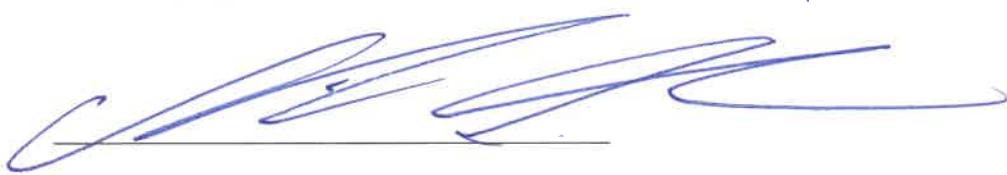
WHEREAS, the Board of Commissioners has determined that the agendas for committee meetings should be published sufficiently in advance to promote transparency and reflect the spirit of the Tennessee Open Meetings Act (Tenn. Code Ann. § 8-44-103(a)), which encourages public notice that reasonably describes the matters to be considered;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 10th day of November 2025, by a two-thirds majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 8.2 of the Rules, Regulations, and Procedures for the Williamson County Board of Commissioners as follows:

Each committee meeting’s agenda shall be provided to the committee members and published on the County’s website at least two (2) full business days prior to the respective committee meeting. The agenda shall reasonably describe the matters to be deliberated or acted upon (as provided in Tenn. Code Ann. § 8-44-103(a)).

Resolutions filed after the agenda deadline may be considered by the committee upon majority vote of the committee, and any recommendation of the committee shall then be transmitted to the Commission as a whole.

Posting the agenda on the County website shall be deemed to meet the requirements of this rule. Nothing in this rule shall be construed as requiring committee consideration prior to introduction at a meeting of the Commission as a whole.



Christopher Richards – County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Rules Committee: For _____ Against _____

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

Jeff Whidby – County Clerk

Brian Beathard – Commission Chairman

Rogers C. Anderson – Williamson County Mayor

Date

RESOLUTION NO. 11-25-8
Requested by: Commissioner Clifford

**A RESOLUTION TO APPOINT ONE (1) COUNTY COMMISSIONER TO SERVE ON
THE SUBSURFACE SEWAGE DISPOSAL SYSTEM TASK FORCE**

WHEREAS, on November 10, 2025, the Williamson County Board of Commissioners created the subsurface Sewage Disposal System (SSDS) Task Force; and

WHEREAS, the resolution which created the SSDS Task Force called for the appointment of one (1) County Commissioner to serve on the SSDS Task Force, which appointment shall result from a majority vote by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 10th day of November, 2025, hereby, by a majority vote, agrees to appoint County Commissioner _____ to serve on the SSDS Task Force.



County Commissioner, Brian Clifford

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION ACCEPTING A DONATION FROM FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER FOR A GENIA MV1 SEAL AND CUT ELECTROCAUTERY UNIT ON BEHALF OF WILLIAMSON COUNTY ANIMAL CENTER

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 is donating a Genia MV1 Seal & Cut Electrocautery Unit for the use of veterinary staff at Williamson County Animal Center. This machine will be used for completion of specific surgeries to cut down on surgery times, aid in faster recovery and minimize bleeding and swelling. The value of the unit is \$19,422.00

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of November 2025, on behalf of Williamson County Animal Center, accepts the generous donation of Genia MV1 Seal and Cut Electrocautery Unit to be used by the Animal Center Vet Staff.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For	___	Against	___	Pass	___	Out	___
Budget Committee	For	<u>5</u>	Against	<u>0</u>	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 TO PERMIT THE TEMPORARY SERVING OF ALCOHOL
AT THE WILLIAMSON COUNTY PUBLIC LIBRARY FOR THE
WILLIAMSON COUNTY LIBRARY FOUNDATION'S FUNDRAISING EVENT**

- WHEREAS,** *Tennessee Code Annotated, Section 57-5-105* authorizes Class A counties to prohibit the storage, sale, distribution, or manufacture of beer up to two thousand feet from any place of public gathering; and
- WHEREAS,** the Williamson County Public Board of Commissioners previously adopted resolutions specifically prohibiting the service and/or sale of alcoholic beverages on Williamson County property; and
- WHEREAS,** the result of the prohibition of serving alcohol on County property requires the Williamson County Board of Commissioners to review and approve an event to be held at the Williamson County Library that involves the limited service of alcohol; and
- WHEREAS,** the Williamson County Library Foundation wishes to serve alcohol at their fundraising event at the Williamson County Library on Thursday, February 26, 2026; and
- WHEREAS,** with the adoption of this resolution, the Board of Commissioners will temporarily repeal the previously adopted resolutions prohibiting the serving of alcohol on County property within two thousand feet of a place of public gathering in order to permit the Williamson County Library Foundation to temporarily serve alcohol at their fundraising event at the Williamson County Public Library, conditioned on the applicant fully satisfying all applicable laws, rules, permit requirements, and ordinances:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, does hereby amend and partially repeal previously adopted resolutions prohibiting the temporary serving of alcohol at the Williamson County Public Library by the Williamson County Library Foundation during the Library Foundation Fundraising Event occurring on February 26, 2026, which may be within two thousand feet of a place of public gathering to the extent required for the Williamson County Commission to approve the temporary service of alcohol, conditioned on the Williamson County Library Foundation obtaining all required permits needed to temporarily serve alcohol in the limited capacity as provided herein on Williamson County owned property located within the City of Franklin;

AND, BE IT FURTHER RESOLVED, that failure to obtain or maintain all required permits from the TABC and the City of Franklin will result in the immediate termination of the Williamson County Library Foundation's authority to serve or sell alcohol at the Williamson County Public Library;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective upon adoption;



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 8 Against 0

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

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION DECLARING CERTAIN COUNTY OWNED WEAPONS SURPLUS

WHEREAS, pursuant to *Tennessee Code Annotated* § 5-14-108, county owned real and personal property must first be declared as surplus by the local legislative body before it can be disposed; and

WHEREAS, the Williamson County Sheriff's Office currently has weapons that it no longer uses; and

WHEREAS, the maintenance and upkeep of the old weapons have become cost prohibitive when compared to the purchase of new weapons; and

WHEREAS, should the Board of Commissioners declare the weapons surplus, it is the intent of the Williamson County Sheriff's Office to seek bids for the highest return against the purchase of new weapons; and

WHEREAS, the Williamson County Board of Commissioners finds it to be in the best interest of Williamson County to declare the weapons listed on Attachment A, surplus to be disposed of by acceptance of bids from Class 3 Law Enforcement Weapons Dealers:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 10th day of November, 2025, declares the weapons listed on Attachment A as surplus to be bid out to Class 3 Law Enforcement Weapons Dealers for the highest trade-in return against the purchase of new weapons and related equipment or any combination thereof in accordance with the Williamson County Purchasing Policy and Procedures.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>4</u> Against <u>0</u>
Law Enforcement/Public Safety Committee:	For <u>3</u> Against <u>0</u>
Budget Committee:	For <u>5</u> Against <u>0</u>
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Williamson County Sheriff's Office
Surplus Rifle List

9/18/25

<u>Serial No</u>	<u>Subtype</u>	<u>Make</u>	<u>Model</u>	<u>Other Identifier Type</u>	<u>Other Identifier</u>
BK1204370	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991041
L368523	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint	W3962289
BF1449889	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint	K4989955
L377265	Carbine Rifle	Bushmaster	XM15-E2S	None	None
L377429	Carbine Rifle	Bushmaster	XM15-E2S	None	None
SCR-008368	SBR - Short Barrel Rifle	Spikes Tactical	ST15	Aimpoint	W3273315
L385503	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	W2787243
BK1805356	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2990997
BK1904493	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991009
BK1805367	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991047
L377585	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	W3133864
L511804	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	W3163277
BK1805354	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991034
BK1805373	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991005
BK1805368	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	K2991030
BK1204367	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994295
L511925	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint	W3162221
BK1204369	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991001
BK1805370	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991042
BK1805355	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991033
E03367	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Aimpoint PRO	K4993928
E03244	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Leupold LCO	None
E03372	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	None	None
E00599	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Vortex Viper PST 1-6x24	None
BK1805364	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint Pro / ProTac HLX	None
17070692	Carbine Rifle	Anderson Manufacturing	AM-15	Aimpoint Pro	K3982801
BK1805360	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AIMPOINT PRO	K2991055
BK1904487	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AIMPOINT PRO	K2991031
BK1805352	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991043
L386380	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993929
L377790	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993916
L386387	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	W3133858
BF1449929	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994294
L386386	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993919
L386354	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994300
17070693	Carbine Rifle	Anderson Manufacturing	AM-15	Aimpoint PRO	K3982805
L385476	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994304
L360186	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4212540
L377696	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aim Point Pro	W3163265
L385585	Carbine Rifle	Bushmaster	XM15-E2S	Aim Point Pro	K4993930
BK1805369	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aim Point Pro	K2991006
L385646	Carbine Rifle	Bushmaster	XM15-E2S	Aim Point Pro	K4228028
L377702	Carbine Rifle	Bushmaster	XM15-E2S	Aim Point Pro	K4989947
SCR008372	SBR - Short Barrel Rifle	Spikes Tactical	ST15	AimPoint Pro	W3273309
L377786	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4994302
BK1904486	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991003
L385669	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993917
BK1805366	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991057
L385642	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	L385642
L385517	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	W2883388
BK1805362	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991032
BK1204368	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991035
SCR008370	SBR - Short Barrel Rifle	Spikes Tactical	ST15	AimPoint Pro	W3273223
L377447	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993922
BR000862	Carbine Rifle	Barrett	REC 7	Aimpoint PRO	K3968493
L385485	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4979533
E01081	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Vortex Viper PST	P1813351
BK1805357	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2990994
BK1904480	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991038
BK1805353	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991010
BK1805365	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2990992
BK1805359	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2990995
BK1805358	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4990784
L377484	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993913
L377697	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994299
L377726	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4989946
L377796	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4989948
L512537	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993920
SCR008369	SBR - Short Barrel Rifle	Spikes Tactical	ST15	AimPoint Pro	W3273306
L377374	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993914
BK1805372	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991011
BK1805371	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991049
L385621	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4989949

<u>Serial No</u>	<u>Subtype</u>	<u>Make</u>	<u>Model</u>	<u>Other Identifier Type</u>	<u>Other Identifier</u>
L377112	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4989952
BFI439326	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	k4993921
BK1805361	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K2991045
L385651	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4994301
L385647	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4994308
L377446	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4994311
BK1805374	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K2991002
L385678	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	W3133856
SCR008371	SBR - Short Barrel Rifle	Spikes Tactical	ST15	AimPoint Pro	W3273319
L377706	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994297
L377480	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4989958
L511965	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4979537
L377424	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993918
L385682	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993912
BFI455030	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993927
L385677	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4990778
SCR008373	SBR - Short Barrel Rifle	Spikes Tactical	ST15	AimPoint Pro	W3273322
L385551	Carbine Rifle	Bushmaster	XM15-E2S	AimPoint Pro	K4993931
17070691	Carbine Rifle	Anderson Manufacturing	AM-15	Aimpoint PRO	K3982814
L385530	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993915
L377420	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993925
L377449	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4979538
BFI439285	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint Pro	K4993923
17070694	Carbine Rifle	Anderson Manufacturing	AM-15	Aimpoint PRO	K3982808
L377453	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994303
BFI449814	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4993924
E03256	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	None	None
E03203	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	AimPoint Pro	None
E03252	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Vortex Viper PST 1-6	P813480
BFI630139	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	AimPoint Pro	W3163258
L385560	Carbine Rifle	Bushmaster	XM15-E2S	Aimpoint PRO	K4994310
E03243	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	None	None
BK1904495	SBR - Short Barrel Rifle	Bushmaster	XM15-E2S	None	None
E03248	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Aimpoint PRO	K4994115
E03284	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Aimpoint PRO	None
E03361	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	Aimpoint PRO	W2883373
E03375	SBR - Short Barrel Rifle	Noveske Rifleworks	N4 AR-15	None	None

Total Items

110

Resolution No. 11-25-32
Requested by: Commissioner Mary Smith

RESOLUTION TO MODIFY THE WILLIAMSON COUNTY BROAD BASE TAX RELIEF PROGRAM BY INCREASING THE ELIGIBLE INCOME REQUIREMENTS FOR ELDERLY CITIZENS IN WILLIAMSON COUNTY TO QUALIFY FOR TAX RELIEF

- WHEREAS,** resolution 7-96-10 was adopted by the Williamson County Board of Commissioners establishing a Broad Base Tax Relief Program for elderly citizens in Williamson County;
- WHEREAS,** many elderly citizens of Williamson County remain in the lower income bracket but have become ineligible for the tax relief program because of a gradual increase in their Social Security benefits;
- WHEREAS,** an annual increase in the maximum income to qualify for the Broad Base Tax Relief Program would be beneficial for those elderly citizens who rely mainly on social security benefits to live; and
- WHEREAS,** in 2007, the Board of Commissioners adopted Resolution 5-07-22 which provided an automatic annual increase in the income rate to qualify for the Board Base Tax Relief Program to the same rate as the annual Social Security cost of living adjustment; and
- WHEREAS,** the income level for the 2024 tax year to be eligible for senior citizens to participate in the Broad Base Tax Relief Program is \$47,260.00; and
- WHEREAS,** the Board of Commissioners finds that raising the maximum income to qualify for the Broad Base Tax Relief Program to \$63,000.00 would assist senior citizens in Williamson County that will qualify for the tax relief program; and
- WHEREAS,** Williamson County has seen a rise in the cost of living that surpasses the annual Social Security cost-of-living adjustment that is addressed in the proposed increase; and
- WHEREAS,** should the County increase the income level to \$63,000.00 for senior citizens to qualify for the Broad Base Tax Relief Program, it is believed the rough estimate of the costs to the County will be approximately \$270,000.00:

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Williamson County, Tennessee, meeting in its regular session this the 10th day of November, 2025, hereby raises the maximum income to qualify for the Williamson County Broad Base Tax Relief Program for elderly citizens in Williamson County to Sixty-Three Thousand and 00/100 Dollars (\$63,000.00) to be effective as of June 30, 2026 while maintaining the annual automatic increase in the Social Security cost of living adjustment.

BE IT FURTHER RESOLVED, that the Board of County Commissioners affirms its direction and authorization to the Trustee’s Office to continue to adjust the maximum annual income rate in alignment with the Social Security cost-of-living adjustment, ensuring eligibility for the Broad Base Tax Relief Program.


County Commissioner – Mary Smith

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study Committee	For <u>4</u>	Against <u>0</u>	Pass _____	Out _____
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass _____	Out _____
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 11-25-33
Requested by: Commissioner Lawrence

RESOLUTION REQUESTING THE TENNESSEE GENERAL ASSEMBLY TO ENACT A PRIVATE ACT GRANTING WILLIAMSON COUNTY AN EXEMPTION FROM TENN. CODE ANN. § 48-68-206(5), OR TO AMEND THE SAME GENERAL STATUTE REGARDING LIMITATIONS ON THE USE OF PROCEEDS FROM THE SALE OF A PUBLIC BENEFIT HOSPITAL

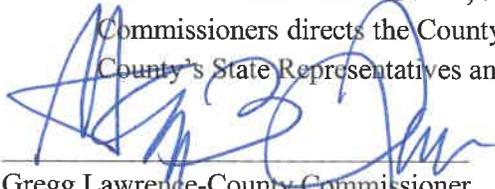
- WHEREAS,** Williamson County, Tennessee, by and through a committee appointed by its Legislative Body known as the Board of Trustees, owns and operates a County Hospital known as the Williamson County Hospital District d/b/a Williamson Health (“WH”), which was created through the adoption of Chapter 107 of the 1957 Private Acts; and
- WHEREAS,** prior to selling a public benefit hospital, notice is required to be given to the Tennessee Attorney General and Reporter to determine whether to object to the sale of a public benefit hospital; and
- WHEREAS,** as part of the Tennessee Attorney General and Reporter’s consideration on whether to object to the sale of the public hospital, consideration is given to whether the funds from the sale will be maintained and used independently of the parties to the transaction; and
- WHEREAS,** specifically, Tennessee Code Annotated, Section 48-68-206(5) provides that any revenue received from the sale of a public benefit hospital shall not be returned to the county except to pay for lawful obligations of such county or municipality; and
- WHEREAS,** Williamson County is currently investigating possible options concerning the future of WH, including the possible sale of the public benefit hospital; and
- WHEREAS,** the ability of Williamson County to use proceeds for other public purposes may be a factor in whether the County considers selling WH, which will require an exception to the current state law, via either Private Act or an amendment to the general law; and
- WHEREAS,** in accordance with Article XI, § 9 of the Tennessee Constitution, should the Tennessee General Assembly approve a private act authorizing, the private act would not be effective unless approved by a two-thirds majority vote of the Board of Commissioners; and
- WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Board of Commissioners requests its State Legislators to seek a private act or an amendment to the general law to provide Williamson County an exception to the general law to allow Williamson County the ability to expend proceeds from the sale of WH for any purpose for the public benefit:

NOW THEREFORE, the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of November, 2025, by a two-thirds majority vote, requests its State Legislators to seek a private act or an amendment to the General Act subject to the following terms:

SECTION 1. Notwithstanding any other law to the contrary, in the event the County Legislative Body of Williamson County, Tennessee, by resolution, approves the sale of the Williamson County Hospital District d/b/a Williamson Health, the County may earmark any proceeds received from the sale that are in excess of the County’s lawful financial obligations concerning WH operations for any permissible capital or operational expenses.

SECTION 2. Should the General Assembly deem that a Private Act is appropriate, the Private Act shall have no effect unless it is approved by a two-thirds majority vote of the legislative body of Williamson County. Approval or non-approval of such Act shall be proclaimed by the presiding officer of Williamson County and certified to the Secretary of State. For the purpose of approving or rejecting the provisions of such Private Act, it shall be effective upon becoming a law, the public welfare requiring it.

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 mail a copy of this resolution to Williamson County's State Representatives and State Senator.



Gregg Lawrence-County Commissioner



Bill Petty-County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u> 3 </u>	Against <u> 1 </u>		
Budget Committee:	For <u> 2 </u>	Against <u> 3 </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

Late Filed
Resolution No. 11-25-39
Requested by: Commissioner Tunncliffe
Commissioner Aiello

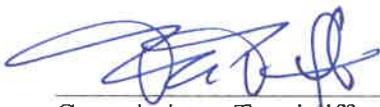
FILED 10/30/25
ENTERED 4:20 p.m.
JEFF WHIDBY, COUNTY CLERK JW

**A RESOLUTION INCREASING THE ASSESSED RATE
OF THE WILLIAMSON COUNTY ADEQUATE FACILITIES TAX
PRIVATE ACT (PRIVATE ACT NO. 118 OF 1987, AS AMENDED) CONCERNING
NEW NON-RESIDENTIAL DEVELOPMENT**

- WHEREAS,** Williamson County, by the authority granted by the Tennessee General Assembly, assesses a development tax on new development in Williamson County known as the Private Acts of 1987 Chapter 118 ("Adequate Facilities Tax"); and
- WHEREAS,** the Adequate Facilities Tax imposes a growth tax on new development with a maximum rate per square foot for both residential and non-residential development as established by the Private Act; and
- WHEREAS,** the purpose of the Adequate Facilities Tax is to impose a tax on new development in Williamson County to ensure those persons responsible for the growth share in the cost for the increased burden on the need for new and expanded public facilities; and
- WHEREAS,** currently, the County assesses the non-residential development tax only in the non-incorporated areas of the County at a rate of \$.34 per gross square foot, much less than the maximum rate of Two and 00/100 Dollars (\$2.00) permitted by the Adequate Facilities Tax; and
- WHEREAS,** it is the desire of the Board of Commissioners to reduce the tax burden imposed on the citizens of Williamson County that is related to new growth for needed capital projects; and
- WHEREAS,** the citizens of Williamson County would benefit from the adjustment of the non-residential tax established by the Private Act to be assessed in both the unincorporated and incorporated areas of Williamson County:

NOW, THEREFORE, BE IT RESOLVED, the Williamson County Board of County Commissioners, meeting in regular session this the 10th day of November 2025, hereby increases the assessment on new non-residential development tax authorized by Private Act No. 118 of 1987, as amended, both in the unincorporated and incorporated areas of Williamson County, to the maximum rate of Two and 00/100 Dollars (\$2.00) per gross square foot of non-residential development, to be more consistent with the rate charged for residential development;

AND BE IT FURTHER RESOLVED, that all revenue derived from this increased gross square foot rate applied to commercial development - \$1.66 in the unincorporated areas and \$2.00 in incorporated areas of Williamson County - shall be exclusively earmarked for capital acquisitions of ambulances and fire apparatus. This allocation shall remain in effect unless and until a majority vote by the Board of Commissioners authorizes a change in its distribution.



Commissioner Tunncliffe

Commissioner Aiello

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee:	For <u>4</u>	Against <u>0</u>	
Budget Committee:	For <u>4*</u>	Against <u>1</u>	*As amended
Education Impact Fee Task Force	For <u>5*</u>	Against <u>0</u>	*As amended
Commission Action Taken	For <u> </u>	Against <u> </u>	

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

*As amended - amend \$2 to \$1 in the NOW THEREFORE BE IT RESOLVED paragraph and include an effective date of 7-1-26