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AGENDA
WILLIAMSON COUNTY BOARD OF COMMISSIONERS
Monday, February 9, 2026 – 6:00 p.m.

I. OPEN COURT

II. INVOCATION & PLEDGE TO FLAG

III. ROLL CALL

IV. APPROVAL OF MINUTES of the regular January 12, 2026, County Commission Meeting
(Copies were mailed to each member of the County Commission)

V. CITIZEN COMMUNICATION

VI. COMMUNICATIONS & MESSAGES

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

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

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

VIII. ELECTIONS & APPOINTMENTS

COUNTY MAYOR:

COUNTY COMMISSION:

	Terms Expiring	Nomination
Agriculture Committee (2 year terms, expiring 2/28)		
Farmer	DeWayne Perry	DeWayne Perry
Farm Woman	Leslie Bingham	Leslie Bingham
County Commissioner	Paul Webb	Meghan Guffee

IX. CONSENT AGENDA (Reference Attachment, if applicable)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1) ZONING

2) APPROPRIATIONS

Resolution No. 2-26-2, Resolution of the Williamson County Board of Commissioners' Approval of an Intent to Fund of Up To \$15,000,000 and First Draw of \$12,000,000 for the Sports Fields LED Lighting Upgrade - Commissioner Morton

Resolution No. 2-26-3, Resolution of the Williamson County Board of Commissioners' Approval of an Intent to Fund of Up To \$6,000,000 and First Draw of \$4,000,000 for the Renovation of Grassland Middle School – Commissioner Morton

Resolution No. 2-26-4, Resolution of the Williamson County Board of Commissioners' Approval an Intent to Fund of Up to \$3,600,000 and First Draw of \$1,800,000 for the Renovation of Hillsboro K-8 – Commissioner Morton

Resolution No. 2-26-5, Resolution Accepting Donations on Behalf of the Williamson County General Sessions DUI Recovery Court and Appropriating and Amending the 2025-26 Williamson County General Sessions Court Budget by \$26,000 – Revenues to Come From Donations – Commissioner Tunnicliffe

Resolution No. 2-26-6, Resolution Appropriating and Amending the 2025-26 County Clerk's Budget by \$100,000 for Additional Postage – Revenues to Come From Unappropriated County General Funds – Commissioner Morton

Resolution No. 2-26-7, Initial Resolution Authorizing the Issuance of Not to Exceed \$17,850,000 General Obligation Bonds of Williamson County, Tennessee – Commissioner Morton

Resolution No. 2-26-8, Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed \$17,850,000 of General Obligation Bonds of Williamson County, Tennessee, and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Morton

Resolution No. 2-26-9, Resolution Authorizing the Issuance, Sale and Payment of County District School Refunding Bonds of Williamson County, Tennessee and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Morton

Resolution No. 2-26-10, Resolution Authorizing the Issuance, Sale and Payment of General Obligation Refunding Bonds of Williamson County, Tennessee and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Morton

Resolution No. 2-26-11, Resolution Accepting a Donation from Friends of Williamson County Animal Center and Appropriating and Amending the 2025-26 Animal Center Budget by \$17,000 – Revenues to Come From Donations – Commissioner Morton

Appropriations, continued

LATE FILED Resolution No. 2-26-24, Resolution Appropriating and Amending the 2025-26 Library Budget by \$85,276.16 – Revenues to Come From Donations and Contributions – Commissioner Webb

LATE FILED Resolution No. 2-26-25, Resolution Authorizing the County Mayor to Enter Into a 2025-2027 Contractual Agreement with the State of Tennessee for Educational Policy and Increasing the 2025-26 Health Department Budget by \$25,000 – Commissioner Webb

3) OTHER

Resolution No. 2-26-12, Resolution Declaring Certain Williamson County Owned Property and Equipment Surplus Property and Authorizing the Sale of the Property and Equipment at Auction – Commissioner Morton

Resolution No. 2-26-13, Resolution to Surplus and Approve the Conveyance of Various Law Enforcement Related Equipment to Hickman County, Tennessee and Authorizing the Williamson County Mayor to Execute all Documentation Needed to Complete the Conveyance – Commissioner Morton

Resolution No. 2-26-14, Resolution Authorizing the Williamson County Mayor to Enter into a Lease Agreement with Boop Vets on Behalf of the Williamson County Animal Center – Commissioner Morton

Resolution No. 2-26-15, Resolution Establishing Compensation for a Part-Time Juvenile Court Magistrate Position – Commissioner Herbert

Resolution No. 2-26-16, Resolution Authorizing Williamson County to Change Investment Companies for Williamson County's Length of Service Awards Program that is Administered by the Volunteer Firemen's Insurance Service – Commissioner Morton

Resolution No. 2-26-17, Resolution Authorizing the Williamson County Mayor to Execute a License Agreement with Beamon Toyota to Grant Naming Rights Concerning the County's NEVCO LED Aquatic Video/Timing Board – Commissioner Morton

Resolution No. 2-26-19, Resolution Creating a Williamson County Fire Rescue Task Force to Study Current and Future Fire Protection Needs in Williamson County – Commissioners Petty and Hayes

Resolution No. 2-26-20, Resolution of the Williamson County Board of Commissioners Requesting Review and Amendment of Tennessee's Comprehensive Growth Plan and Annexation Statutes to Address County Concerns Related to Annexation and Growth Management – Commissioners Petty and Hayes

Resolution No. 2-26-21, Resolution Authorizing Williamson County to Acquire a Rescue/Tactical Armored Vehicle Conditioned on Using the Equipment for a Public Purpose and in Accordance with Applicable Law – Commissioner Tunnicliffe

Resolution No. 2-26-22, Resolution Authorizing the Williamson County Board of Commissioners to Initiate a Request for Proposals (RFP) and Retain an Independent Consulting Firm to Advise the County Commission Regarding Potential Transactions Involving Williamson Health – Commissioner Hayes

Resolution No. 2-26-23, Resolution Authorizing the County Mayor to Execute a Contract Between the State of Tennessee Department of Transportation and Williamson County for a Trash Collecting Grant for Fiscal Year 2025-26 – Commissioner Morton

XII. ADJOURNMENT

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

Williamson Medical Center & Subsidiaries
Financial Statement Highlights
Month Ended December 31, 2025

Actuals	Month		Year to Date	
	Current	Budget	Current	Budget
Net Revenue	\$34,210,455	\$32,931,640	\$191,604,420	\$192,433,328
Total Operating Expenses	32,953,072	33,127,669	192,113,405	197,238,808
Net Non-Operating Rev/Exp	765,961	726,106	2,784,315	4,357,214
Net Income/Loss	\$2,023,344	\$530,077	\$2,275,330	(\$448,266)
Balance Sheet	Current	Prior	Increase	
	Month	Month	(decrease)	
Operating Account Balance	\$47,236,302	\$39,115,881	\$8,120,421	
Available to Use Cash	116,420,735	108,148,216	\$8,272,519	
Collections	30,817,771	28,640,771	\$2,177,001	
Days Cash on Hand -all sources	122	113	8.5	
Debt Coverage	2.53	2.47	0.06	
Key Financial Stats/Indicators	Current	13 Month	Increase	
	Month	Average	(decrease)	
Admissions-Adults	705	659	46	
Admissions-Pediatrics	17	17	0	
Patient Days	2,844	2,732	112	
Equivalent Patient Days	10,874	10,602	272	
Surgeries	1,444	1,247	197	
Emergency Room	3,999	3,837	162	
Emergency Room-Pediatrics	1,350	1,166	184	

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

NET INCOME (LOSS) FROM OPERATIONS	\$ 2,023,344
PLUS DEPRECIATION (Not a Cash Expense)	<u>1,938,022</u>
SUB-TOTAL	\$ 3,961,365
CASH PROVIDED BY:	
INCREASE IN ACCRUED WAGES PAYABLE	\$ 2,339,105
INCREASE IN ACCOUNTS PAYABLE	2,131,622
DECREASE IN ACCOUNTS RECEIVABLE	2,110,539
INCREASE IN BOND INTEREST PAYABLE	598,532
LEASE RECEIVABLE LESS CURRENT PORTION	250,675
INCREASE IN PAYROLL TAXES PAYABLE	140,212
DECREASE IN PREPAID EXPENSES	94,172
CURRENT PORTION OF LEASE RECEIVABLE	40,260
INCREASE IN OTHER CURRENT OBLIGATIONS	39,002
INCREASE IN THIRD PARTY SETTLEMENTS	19,248
DECREASE IN INVENTORIES	5,464
INCREASE IN OTHER LONG-TERM LIABILITIES	2,042
	<u>7,770,872</u>
TOTAL SOURCES OF CASH	<u>11,732,238</u>
CASH USED FOR:	
INCREASE IN FIXED ASSETS	\$ 1,652,785
DECREASE IN ACCRUED EMPLOYEE BENEFITS	337,749
DECREASE IN DEFERRED INFLOW OF RESOURCES	281,115
DECREASE IN FINANCE LEASE LIABILITIES	259,159
DECREASE IN NOTES PAYABLE	91,770
DECREASE IN CURRENT PORTION OF LONG TERM DEBT	89,098
DECREASE IN EMPLOYEE DED PAYABLE	87,263
DECREASE IN BONDS PAYABLE	72,949
DECREASE IN CURRENT PORTION OF SUBSCRIPTION LEASE LIABILITIES	53,862
DECREASE IN SUBSCRIPTION LEASE LIABILITIES, LESS CURRENT PORTION	38,320
DECREASE IN CURRENT PORTION OF FINANCE LEASE LIABILITIES	25,839
INCREASE IN MISC ASSETS	469,809
	<u>3,459,719</u>
TOTAL USES OF CASH	<u>8,272,519</u>
INCREASE OR (DECREASE) IN CASH ACCOUNTS	<u>108,148,216</u>
BEGINNING TOTAL CASH BALANCE	<u>116,420,735</u>
ENDING TOTAL CASH BALANCE	<u>\$ 116,420,735</u>
OPERATING CASH	\$ 47,236,302
FUNDS RESTRICTED AS TO USE:	69,184,432
GRAND TOTAL OF ALL CASH ASSETS	<u>\$ 116,420,735</u>

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

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CASH				
Funds Mgmt/General Fund	\$ 47,236,302	\$ 39,115,881	\$ 8,120,421	20.8%
TOTAL CASH	47,236,302	39,115,881	8,120,421	20.8%
RECEIVABLES				
Patient Receivables	154,831,839	154,224,734	607,105	0.4%
Contractual Allowances	(118,265,008)	(118,386,156)	121,148	-0.1%
Other Receivables	2,577,463	5,416,255	(2,838,792)	-52.4%
TOTAL RECEIVABLES	39,144,294	41,254,834	(2,110,539)	-5.1%
INVENTORIES				
General Stores	433,734	511,233	(77,499)	-15.2%
Pharmacy	820,663	820,663	0	0.0%
Surgery	5,706,639	5,634,604	72,035	1.3%
TOTAL INVENTORIES	6,961,036	6,966,499	(5,464)	-0.1%
Prepaid Expenses	5,368,665	5,462,836	(94,172)	-1.7%
Current portion of lease receivable	3,231,570	3,271,831	(40,260)	-1.2%
TOTAL CURRENT ASSETS	101,941,867	96,071,881	5,869,986	6.1%
PROPERTY, PLANT & EQUIP				
Land and Land Imp.	16,712,014	16,712,014	0	0.0%
Building & Building Serv	404,447,809	404,470,964	(23,155)	0.0%
Equipment	159,684,469	158,008,529	1,675,940	1.1%
Less: Accum Depr	(243,195,903)	(241,655,444)	(1,540,459)	0.6%
TOTAL P,P & E	337,648,389	337,536,063	112,326	0.0%
OTHER ASSETS				
Funded Depreciation	38,317,265	38,270,865	46,400	0.1%
Bond Payment Fund	15,201,905	15,096,207	105,698	0.7%
Bond Escrow Fund	15,665,263	15,665,263	0	0.0%
Miscellaneous Assets/Investments	85,510,066	85,040,257	469,809	0.6%
Capitalized Costs/Bond Issue Costs	433,090	447,527	(14,436)	-3.2%
Lease Receivable, less current portion	6,952,472	7,203,147	(250,675)	-3.5%
Finance Lease Right-to-Use Assets	15,845,873	16,139,600	(293,727)	-1.8%
Subscription Right-to-Use Assets	1,644,872	1,734,271	(89,399)	-5.2%
TOTAL OTHER ASSETS	179,570,806	179,597,136	(26,331)	0.0%
TOTAL ASSETS	\$ 619,161,062	\$ 613,205,080	\$ 5,955,982	1.0%

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

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CURRENT LIABILITIES				
Accounts Payable	\$ 10,688,199	\$ 8,556,578	\$ 2,131,622	24.9%
Due from BJIT	-	-	-	0.0%
Accrued Wages Payable	13,111,111	10,772,007	2,339,105	21.7%
Payroll Taxes Payable	621,871	481,659	140,212	29.1%
Employee Ded Payable	289,292	376,556	(87,263)	-23.2%
Accrued Employee Benefits	7,920,127	8,257,877	(337,749)	-4.1%
Accrued Bond Interest	1,316,078	717,546	598,532	83.4%
Current Portion-Bonds Payable	8,247,879	8,249,963	(2,083)	0.0%
Current Portion of Long Term Debt	2,812,182	2,901,280	(89,098)	-3.1%
Estimated Third Party Settlements	198,200	178,952	19,248	10.8%
Current portion of Finance Lease Liabilities	3,066,254	3,092,094	(25,839)	-0.8%
Current portion of Subscription Lease Liabilities	867,309	921,171	(53,862)	-5.8%
Other Current Obligations	2,929,559	2,890,557	39,002	1.3%
TOTAL CURRENT LIAB	52,068,062	47,396,237	4,671,825	9.9%
LONG TERM LIABILITIES				
Hospital Expansion Bonds 2013	14,139,205	14,151,564	(12,358)	-0.1%
Hospital Expansion Bonds 2018	33,232,989	33,246,051	(13,082)	0.0%
Hospital Expansion Bonds 2021	75,953,377	75,988,638	(33,262)	0.0%
Hospital Expansion Bonds 2022	64,209,033	64,221,196	(12,163)	0.0%
Deferred Comp Liability	7,563,339	7,563,339	-	0.0%
First Bank-Note payable-Nov 2024	10,512,677	10,604,447	(91,770)	-0.9%
Other long-term liabilities	1,256,419	1,254,377	2,042	0.2%
Finance Lease Liabilities, less current portion	14,999,074	15,258,233	(259,159)	-1.7%
Subscription Lease Liabilities, less current portion	861,145	899,464	(38,320)	-4.3%
Deferred Inflow of resources - lease obligations	9,148,430	9,429,544	(281,115)	-3.0%
TOTAL LONG TERM LIAB	231,875,666	232,614,853	(739,187)	-0.3%
FUND BALANCE	335,217,333	333,193,989	2,023,344	0.6%
TOTAL LIABILITY & FUND BALANCE	\$ 619,161,061	\$ 613,205,080	\$ 5,955,982	1.0%

Williamson Medical Center & Subsidiaries

Income Statement

For the Period Ending December 31, 2025

Comparison of Actual to Budget

	Month To Date				Year To Date			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
Net Patient Svc Revenue	\$ 31,454,725	\$ 31,362,835	91,890	0.3%	\$ 177,924,714	\$ 183,027,332	\$ (5,102,617)	-2.8%
Other Operating Revenue	\$ 2,755,730	\$ 1,568,805	\$ 1,186,925	75.7%	\$ 13,679,705	\$ 9,405,996	\$ 4,273,709	45.4%
Net Operating Revenue	\$ 34,210,455	\$ 32,931,640	\$ 1,278,815	3.9%	\$ 191,604,420	\$ 192,433,328	\$ (828,908)	-0.4%
Operating Expenses:								
Salaries & Benefits	\$ 19,099,686	\$ 19,659,272	\$ (559,586)	-2.8%	\$ 114,867,315	\$ 116,887,007	\$ (2,019,692)	-1.7%
Medical Prof. Fees	359,092	369,760	(10,668)	-2.9%	1,902,105	2,218,560	(316,455)	-14.3%
Supplies	6,508,291	6,259,536	248,755	4.0%	32,991,046	37,192,904	(4,201,858)	-11.3%
Other Expenses	1,869,787	1,907,683	(37,896)	-2.0%	11,725,991	11,383,540	342,451	3.0%
Purchased Services	1,555,406	1,522,223	33,183	2.2%	9,791,088	9,100,921	690,167	7.6%
Repair/Main Equipment	881,479	808,445	73,034	9.0%	4,797,279	4,851,576	(54,297)	-1.1%
Equipment Leases	107,635	75,219	32,416	43.1%	426,110	451,114	(25,004)	-5.5%
Total Operating Expenses	\$ 30,381,375	\$ 30,602,138	\$ (220,763)	-0.7%	\$ 176,500,933	\$ 182,085,622	\$ (5,584,689)	-3.1%
Net Operating Income	\$ 3,829,080	\$ 2,329,502	\$ 1,499,578	64.4%	\$ 15,103,487	\$ 10,347,706	\$ 4,755,781	46.0%
Non-Operating Revenue	\$ 765,961	\$ 726,106	\$ 39,855	5.5%	\$ 2,784,315	\$ 4,357,214	\$ (1,572,899)	-36.1%
EBITDA	\$ 4,595,041	\$ 3,055,608	\$ 1,539,433	50.4%	\$ 17,887,802	\$ 14,704,920	\$ 3,182,882	21.6%
EBITDA %	13.1%	9.1%			9.2%	7.5%		
Interest	\$ 633,675	\$ 635,471	\$ (1,796)	-0.3%	\$ 3,824,958	\$ 3,812,826	\$ 12,132	0.3%
Depreciation & Amort.	1,938,022	1,890,060	47,962	2.5%	11,787,515	11,340,360	447,155	3.9%
Net Income/(Loss)	\$ 2,023,344	\$ 530,077	\$ 1,493,266	281.7%	\$ 2,275,330	\$ (448,266)	\$ 2,723,596	-607.6%
Net Income %	5.78%	1.57%			1.17%	-0.23%		

Williamson County
Privilege Tax Report

Month of December 2025

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	3,086,847.80	4,102,115.45	328,617.77	452,109.32	290,653.34
Brentwood	96,517.06	88,795.71	7,721.37		
Franklin	58,783.23	54,080.57	4,702.66		
Fairview	50,269.23	46,247.69	4,021.54		
Spring Hill	3,057.12	2,812.55	244.57		
Thompson's Station	44,481.69	40,923.15	3,558.54		
Nolensville	4,589.64	4,222.47	367.17		
Unincorporated Williamson County	148,510.89	103,957.62	11,880.87	29,702.18	2,970.22
Interest	7,190.17	10,540.30	2,023.51	4,270.33	1,280.03
Commercial				0.00	0.00
Monthly Total	413,399.03	351,580.06	34,520.23	33,972.51	4,250.25
Cumulative Total	3,500,246.83	4,453,695.51	363,138.00	486,081.83	294,903.59
FSSD Monthly Appropriations	31,780.72	39,181.92			
Appropriations	207,159.28				
Cumulative Appropriations	113,618,346.90	163,290,014.93	16,256,912.52	5,687,698.97	7,523,933.59
Net Revenue	3,261,306.83	4,414,513.59	363,138.00	486,081.83	294,903.59

Appropriations:

Adequate Schools/ Nov '25 Cities payable	207,159.28
Adequate Schools/ Nov '25 FSSD payable	31,780.72
Schools/ Nov '25 FSSD payable	39,181.92

Williamson County
Budget Report
12/31/2025

Revenue	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Remaining Budget	8.33% % YTD
County General Fund	161,398,798	8,662,449	170,061,247	76,972,218	45,803,100	93,089,029	45.26%
Solid Waste Sanitation Fund	10,510,861	-	10,510,861	4,719,292	2,471,858	5,791,569	44.90%
Drug Control Fund	57,000	-	57,000	62,729	5,779	(5,729)	110.05%
Highway/Public Works Fund	15,991,000	-	15,991,000	6,828,521	1,020,325	9,162,479	42.70%
General Debt Service Fund	67,519,378	-	67,519,378	33,219,505	18,943,701	34,299,873	49.20%
Rural Debt Service Fund	41,709,806	-	41,709,806	26,984,274	10,539,831	14,725,532	64.70%
General Purpose School Fund	514,299,994	19,285,210	533,585,204	271,556,931	124,067,611	262,028,273	50.89%
Cafeteria Fund	19,461,718	-	19,461,718	9,124,162	1,461,407	10,337,556	46.88%
Extended School Program Fund	7,574,600	-	7,574,600	3,058,376	427,732	4,516,224	40.38%
	838,523,155	27,947,659	866,470,814	432,526,008	204,741,343	-	433,944,806

Appropriations	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Encumbrances	Remaining Budget	% YTD
County General Fund	175,816,476	23,837,530	199,654,006	100,229,195	10,646,773	4,980,049	94,444,762	52.70%
Solid Waste Sanitation Fund	10,504,125	2,411,556	12,915,681	6,794,642	780,157	1,162,449	4,958,590	61.61%
Drug Control Fund	196,150	-	196,150	52,714	9,005	20,676	122,760	37.42%
Highway/Public Works Fund	15,912,831	4,985,000	20,897,831	12,141,574	1,183,928	1,559,352	7,196,905	65.56%
General Debt Service Fund	67,081,676	-	67,081,676	14,239,293	379,489	-	52,842,383	21.23%
Rural Debt Service Fund	42,198,228	-	42,198,228	8,276,994	203,992	-	33,921,234	19.61%
General Purpose School Fund	562,612,797	22,553,632	585,166,429	248,653,879	60,836,754	18,242,050	318,270,499	45.61%
Cafeteria Fund	20,749,302	-	20,749,302	9,378,339	1,621,669	4,028,965	7,341,998	64.62%
Extended School Program Fund	8,045,674	-	8,045,674	3,482,138	482,551	54,004	4,509,532	43.95%
	903,117,259	53,787,718	956,904,977	403,248,769	76,144,317	30,047,544	523,608,664	

Williamson County
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	COLLECTION DURING FYE 6/30/24	COLLECTION DURING FYE 6/30/25	JULY 2025	AUGUST 2025	SEPTEMBER 2025	OCTOBER 2025	NOVEMBER 2025	DECEMBER 2025	JANUARY 2026	FEBRUARY 2026	MARCH 2026	APRIL 2026	MAY 2026	JUNE 2026	TOTAL COLLECTIONS
IM100 - WCS																	
FEE	2,154,192.00	11,553,360.00	17,450,035.00	17,199,526.00	1,372,778.00	1,565,279.00	875,247.00	1,298,399.00	1,582,487.00	1,038,087.00							157,608,293.50
PAID UNDER PROTEST	349,738.50	4,957,756.50						24,798.00									24,798.00
INTEREST	10.00	91,466.58	3,481,846.62	4,042,046.92	346,447.66	366,312.66	366,951.18	339,522.08	345,298.97	321,483.72							13,201,878.23
TR COMMISSION	25,145.08	166,039.97	209,318.83	212,415.74	17,192.26	19,315.92	12,421.98	16,627.19	19,277.86	13,595.71							1,708,428.85
IM200 - FSSD																	
FEE	0.00	112,098.50	403,476.00	156,250.00	4,296.00	7,720.00	4,877.00	17,474.00	5,479.00								3,885,991.50
PAID UNDER PROTEST	0.00	193,385.00	7,305.00	-													7,305.00
INTEREST	0.00	2,137.13	96,007.54	106,855.34	8,484.53	8,876.60	8,962.56	8,500.59	8,527.12	7,817.40							328,426.03
TR COMMISSION	0.00	3,062.11	5,067.90	2,631.07	127.81	165.97	138.40	259.75	140.06	78.17							42,244.92
NET COLLECTIONS	2,478,795.42	16,741,101.63	21,224,283.43	21,289,631.45	1,714,686.13	1,928,706.38	1,243,477.36	1,671,806.73	1,922,374.17	1,353,714.24	0.00	0.00	0.00	0.00	0.00	0.00	173,306,018.49

SUMMARY FOR IMPACT FEE COLLECTIONS

Total Collected to Date	173,306,018.49
Total Allocated for Projects	(70,665,838.48)
Total Net Collections	102,640,180.01
 Total Paid under Protest	(32,103.00)
 Total Available for Allocation	<u>102,608,077.01</u>

1/15/26

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

Dear Phoebe,

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

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

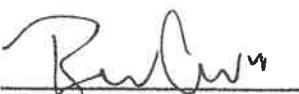
COOL SPRINGS CONFERENCE CENTER

Dec-25

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	794,241	652,675	635,122	4,239,707	3,760,863	4,404,440
HOUSE PROFIT	103,631	41,388	64,637	821,744	497,358	904,667
Less: FIXED EXPENSES	42,372	44,088	41,863	252,055	264,528	244,229
NET INCOME	61,259	(2,700)	22,774	569,689	232,830	660,438
Less: FF&E RESERVE 5%	39,712	32,505	31,756	211,985	187,348	220,222
NET CASH FLOW	21,547	(35,205)	(8,982)	357,704	45,482	440,216
TOTAL CURRENT BALANCE DUE TO OWNERS	21,547					
TOTAL DUE TO CITY OF FRANKLIN	10,774					
TOTAL DUE TO WILLIAMSON COUNTY	10,774					

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

Sincerely,



Brittany Cox
 Controller

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



Matt Lahiff
 General Manager

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

	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
July	-28,542.26	-54,282.13	-17,511.50	-32,266.50	-29,761.00	-49,914.00	-63,264.00	-15,269.00	-21,002.00	-20,134.00	-19,158.00	-20,834.00	-22,040.00
August	-18,101.32	16,435.07	-84,060.00	2,719.25	13,164.00	4,452.00	49,885.00	-14,794.00	52,329.00	16,689.00	79,690.00	40,230.00	-131,102.00
September	34,240.22	-45,234.55	-7,482.50	15,575.50	-2,501.00	40,369.00	68,500.00	-27,859.00	31,516.00	72,173.00	47,477.00	72,858.00	105,955.00
October	30,097.86	30,305.00	73,503.00	27,310.00	76,034.00	143,486.00	96,722.00	-28,058.00	88,432.00	87,654.00	77,488.00	93,087.00	151,052.00
November	-13,864.78	27,731.00	-1,435.50	-5,898.50	44,350.00	63,790.00	-6,258.00	-32,908.00	-13,698.00	41,869.00	20,515.00	39,260.00	64,214.00
December	91,933.14	-53,885.50	90,526.50	48,718.00	-43,578.00	9,187.00	18,602.00	-54,120.00	56,917.00	9,261.00	16,172.00	-4,491.00	10,774.00
January	-12,669.10	-67,577.50	-15,958.50	-59,537.00	-32,369.00	16,722.00	35,126.00	-43,914.00	-15,337.00	-43,450.00	-39,437.00	-49,777.00	
February	21,279.74	136,887.00	52.50	14,645.00	88,228.00	60,530.00	63,595.00	-41,564.00	25,780.00	66,912.00	70,311.00	167,881.00	
March	-633.34	-32,783.00	-2,379.50	30,608.00	38,448.00	-48,696.00	-39,316.00	-39,257.00	51,904.00	41,313.00	-21,036.00	-26,522.00	
April	11,630.42	32,093.00	58,337.00	36,074.00	28,028.00	4,908.00	-32,937.00	43,488.00	109,510.00	83,065.00	97,693.00	69,103.00	
May	-1,286.56	-4,720.50	972.00	-14,551.50	4,654.00	30,615.00	-43,893.00	-42,575.00	19,250.00	30,371.00	10,262.00	8,608.00	
June	-25,004.56	80,638.00	28,889.00	29,395.50	37,163.00	29,231.00	-13,204.00	163.00	29,256.00	-3,590.00	-31,633.00	-33,968.00	
	89,079.46	65,605.89	123,452.50	92,791.75	221,860.00	304,680.00	133,558.00	-296,667.00	414,857.00	382,133.00	308,344.00	355,435.00	178,853.00

Reflects County's one-half share only.

Undesignated Fund Balance

FY 2025-2026

	Beginning		Ending		Beginning		Ending		Beginning		Ending		Beginning		Ending	
	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget	Fund Balance	Budget
	July 1, 2025	Amend. & Adjust.	July 2025	Amend. & Adjust.	August 2025	Amend. & Adjust.	September 2025	Amend. & Adjust.	October 2025	Amend. & Adjust.	November 2025	Amend. & Adjust.	December 2025			
General Fund	104,639,999.29	-13,738,471.55	90,901,527.74	315,355.40	91,216,883.14	-2,578,136.52	88,638,746.62	-294,070.18	88,344,676.44	4,684,607.48	93,029,283.92	1,475.00	93,030,758.92			
Solid Waste Sanitation	12,199,625.71	-2,865,665.28	9,333,960.43	304,046.52	9,638,006.95	2,288.31	9,640,295.26	0.00	9,640,295.26	0.00	9,640,295.26	0.00	9,640,295.26			
Highway/Public Works	12,122,240.63	-5,616,186.35	6,506,054.28	239,938.20	6,745,992.48	18,929.42	6,764,921.90	0.00	6,764,921.90	78,586.18	6,843,508.08	0.00	6,843,508.08			
General Debt Service	48,276,756.95	-82,298.00	48,194,458.95	0.00	48,194,458.95	0.00	48,194,458.95	0.00	48,194,458.95	0.00	48,194,458.95	0.00	48,194,458.95			
Rural Debt Service	26,039,360.60	-488,422.00	25,550,938.60	0.00	25,550,938.60	0.00	25,550,938.60	0.00	25,550,938.60	0.00	25,550,938.60	0.00	25,550,938.60			

Nominee Information For Elections & Appointments

Title of position for election (or appointment): Ag Committee Farmer

Name of nominee: DeWayne Perry

Address: 4869 Byrd Lane, College Grove, TN 37046

Phone #: Cell: 615-604-7647

E-mail address: Perryangus07@gmail.com

Voting district in which the nominee resides: District 2

Term of position & Expiration Date: 2 years, expiring 2/28

Salary (if applicable): \$ 75 (per meeting)

Name(s) of person, organization or informal group recommending the nominee:
Williamson County Agricultural Committee

Brief biographical information:

I retired in 2015 after 42 years of employment with the University of Tennessee Extension Service in Williamson County, TN. My wife Teresa and I operate a small farm in the Bethesda Community. We have a herd of registered Angus cattle and sell replacement bulls and females. I was active in the Franklin Noon Rotary Club for 25 years. I coached youth baseball, softball, and basketball when our children were growing up in the 1980's, and also within the past 15 years for our grandchildren through the South Williamson Youth Recreational leagues. We have a daughter and son who reside in Williamson County and four grandchildren, two of which are active in the Williamson County 4-H program. I am active in the Williamson County Cattlemen's Association, and a member of the Tennessee Cattlemen's Association, Williamson County 4-H, National Cattlemen's Association, and American Angus Association. We attend Grace Community Fellowship Church in Bethesda, TN.

County Commission meeting date: February 9, 2026

Nominee Information For Elections & Appointments

Title of position for election (or appointment): Ag Committee Farm Woman

Name of nominee: Leslie Bingham

Address: 6765 Flat Creek Rd, College Grove, TN 37046

Phone #: 615-479-4225

E-mail address: lesliecbing@gmail.com

Voting district in which the nominee resides: District 2

Term of position & Expiration Date: 2 years, expiring 2/28

Salary (if applicable): \$ 75.00 (per meeting)

Name(s) of person, organization or informal group recommending the nominee:
Williamson County Agricultural Committee

Brief biographical information:

Growing up in this tight-knit community has not only shaped my values but has fueled my passion for agriculture. As a proud graduate of Page High School, my roots in this area run deep. Our children attended Bethesda and my active involvement in the PTO and school reflected my dedication to fostering a thriving local community.

We own a small farming operation on Flat Creek Rd where we raise cattle, poultry, and horses. Committed to staying at the forefront of the industry, we prioritize employing the latest techniques and practices to enhance genetics for optimal meat production quality. Our dedication to sustainable and progressive farming is a testament to our commitment to the future of agriculture in our community.

Beyond our personal farming pursuits, I am deeply involved in the 4-H program, contributing to various areas that extend beyond livestock. The multifaceted nature of my involvement spans environmental projects, leadership development, and community service initiatives. My commitment to 4-H reflects a holistic understanding of agriculture that goes beyond the confines of livestock and embraces the diverse aspects of our community's needs.

Serving on the Ag Committee is not just about understanding the technicalities; it's about having insights into the needs of both the agricultural program and the mission of Extension. What sets me apart as a candidate for this position is my ability to provide a different perspective from others on the committee. By combining my passion for agricultural, integral knowledge of Extension and 4-H, as well as insights into the community's needs, I can contribute innovative ideas and solutions. Diversity in perspectives is crucial for fostering comprehensive and inclusive policies that address the varied challenges faced by our community.

County Commission meeting date: February 9, 2026

Nominee Information For Elections & Appointments

Title of position for election (or appointment):
Agriculture Committee

Name of nominee: Meghan Guffee

Address: 2105 Wimbledon Cir. Franklin, TN 37069

Phone#: 615-513-5136

E-mail address: meghan.guffee@williamsoncounty-tn.gov

Voting district in which the nominee resides:
District 10

Term of position: 2 Year Term, Expiring 2/28

Salary (if applicable): \$ 75 (per meeting)

Name(s) of person, organization or informal group recommending the nominee:
Williamson County Agricultural Committee

Brief biographical information:

Meghan Guffee is a lifelong resident of Williamson County and actively serves her community through various organizations and initiatives. She is currently a Williamson County Commissioner, a Williamson Health Board Trustee, the Immediate Past President of the Franklin Noon Rotary Club, a member of the Franklin Rodeo committee, and serves in her church's children's ministry. Meghan has also participated with High Hopes, Girl Scouts, Youth Leadership Franklin, A Vintage Affair, the Alzheimer's Association, and the finance committee at her church.

Professionally, she is VP Director of Operations at USI Insurance, managing the Tennessee and Alabama markets, with over twenty years of experience in Employee Benefits. Meghan and her husband, Johnny, reside in Franklin with their youngest daughter, Elise. Their older daughters and grandchildren live nearby in Memphis and Murfreesboro.

County Commission meeting date:
February 9, 2026

WILLIAMSON COUNTY GENERAL SESSIONS COURT
Williamson County Judicial Center
135 Fourth Avenue South, Franklin, Tennessee 37064
(615) 790-5455 Fax (615) 790-5837

RECEIVED

JAN 15 2025

WILLIAMSON CO. MAYOR'S OFFICE

Denise Andre
Judge, Division I

M.T. Taylor, Jr.
Judge, Division II

January 13, 2026

Honorable Chairman Brian Beathard
Honorable Board of Commissioners
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

Re: Reappointment of Judicial Commissioners Laura Laetz and Whitney Waddell

Dear Chairman Beathard:

Please accept this correspondence as notice that the following Judicial Commissioners have been reappointed by agreement of the Williamson County General Session Judges as evidenced by our signatures below and as provided by Tennessee Code Annotated, Section 40-1-111. Ms. Laetz and Ms. Waddell were appointed for a one-year term as follows:

Name	Term beginning	Term ending
Judicial Commissioner Laura Laetz	01-13-2026	01-13-2027
Judicial Commissioner Whitney Waddell	01-13-2026	01-13-2027

Because the appointments of Ms. Laetz and Ms. Waddell were made by agreement of the acting Williamson County General Sessions Judges, no further action is needed by the Williamson County Board of Commissioners. Please feel free to contact either of us should you have any questions.

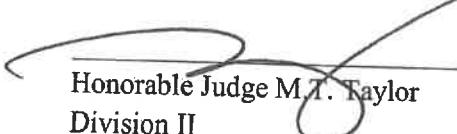
Sincerely,

Williamson County General Session Judges


Honorable Judge Denise Andre

1/14/26
Date

Division I


Honorable Judge M.T. Taylor
Division II

1-14-16
Date

WILLIAMSON COUNTY GENERAL SESSIONS COURT

**Williamson County Judicial Center
135 Fourth Avenue South, Franklin, Tennessee 37064
(615) 790-5455 Fax (615) 790-5837**

**Denise Andre
Judge, Division I**

**M.T. Taylor, Jr.
Judge, Division II**

RECEIVED

January 21, 2026

JAN 22 2025

Honorable Chairman Brian Beathard
Honorable Board of Commissioners
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

WILLIAMSON CO. MAYOR'S OFFICE

Re: Reappointment of Judicial Commissioners Hillary Stach, David Chris Brown, and Gary Morgan

Dear Chairman Beathard:

Please accept this correspondence as notice that the following Judicial Commissioners have been reappointed by agreement of the Williamson County General Session Judges as evidenced by our signatures below and as provided by Tennessee Code Annotated, Section 40-1-111. Ms. Stach, Mr. Brown, and Mr. Morgan were appointed for a one-year term as follows:

Name	Term beginning	Term ending
Judicial Commissioner Hillary Stach	01-21-2026	01-21-2027
Judicial Commissioner David Chris Brown	01-21-2026	01-21-2027
Judicial Commissioner Gary Morgan	01-21-2026	01-21-2027

Because the reappointments of Ms. Stach, Mr. Brown, and Mr. Morgan were made by agreement of the acting Williamson County General Sessions Judges, no further action is needed by the Williamson County Board of Commissioners. Please feel free to contact either of us should you have any questions.

Sincerely,

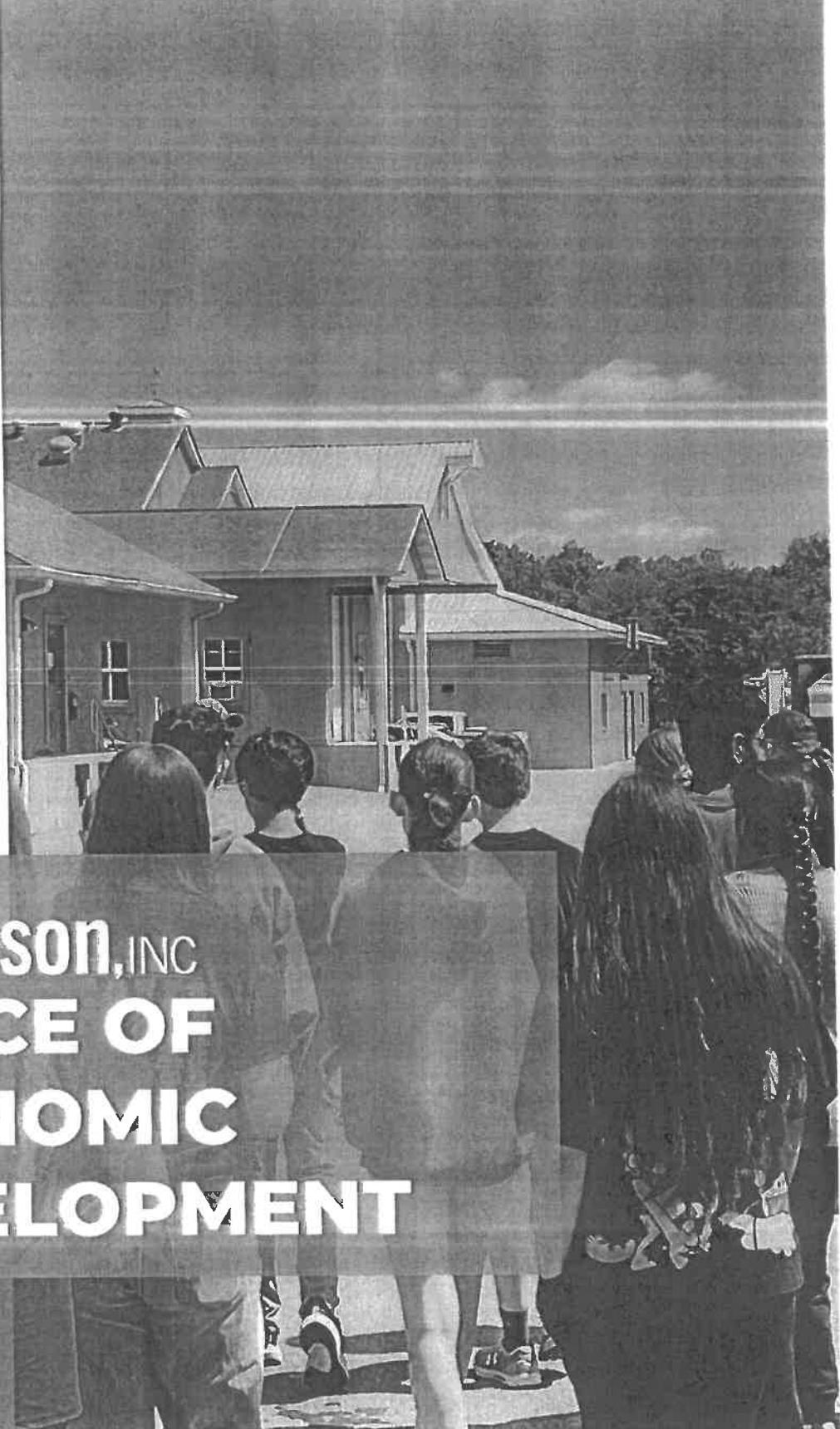
Williamson County General Session Judges


Honorable Judge Denise Andre
Division I

1-21-26
Date


Honorable Judge M.T. Taylor
Division II

1-21-26
Date



williamson, INC
**OFFICE OF
ECONOMIC
DEVELOPMENT**

Photo: STEAM DAY 2025 with City of Franklin Water and Williamson County Schools

Nathan Zipper
Chief Economic Development Officer
Williamson, Inc.
4031 Aspen Grove Drive, Suite 630
Franklin, TN 37067

January 30, 2026

Williamson County Board of Commissioners
1320 West Main Street
Franklin, TN 37064

Dear Commissioners,

I am proud to share with you the *2025 Williamson, Inc. Office of Economic Development Annual Report*. This report not only reflects our work toward the mutually agreed upon benchmark goals outlined in the service agreement our office has with Williamson County, but it also highlights the shared efforts and collaborations that make progress in our community possible. We deeply value our partnership with each of you and I hope that you share the immense pride for the work we did together to ensure that Williamson County remains the best place to raise a family and pursue a meaningful career.

In the report you'll find our strategic efforts in the following areas:

Strengthening Local Businesses: Through 132 business retention visits, we supported local employers in addressing challenges and identifying growth opportunities, ultimately working toward increased economic vitality for the business owners and our community.

Preparing the Next Generation: By working with Williamson County Schools and the Franklin Special District, we hosted STEAM and Manufacturing Days, providing 155 Williamson County students with exposure to career pathways. These initiatives reflect our shared commitment to building a pipeline of talent that benefits the county's future.

Fostering Innovation: At the Franklin Innovation Center, we supported entrepreneurs through educational programs and networking opportunities. This work helps cultivate small business success, a vital component of a resilient economy.

Collaboration Through the ThreeStar Program: We continue to maintain compliance with state benchmarks, ensuring Williamson County remains competitive for state funding and development opportunities.

We understand that, as stewards of public resources, the County Commission rightfully values measurable results. To that end, the *2025 Annual Report* underscores not just what we've achieved, but how we've partnered with county leaders, educators, and businesses to move our community forward.

Thank you for your continued collaboration and leadership. Please feel free to contact me with any questions or ideas for further partnership.

Sincerely,



Nathan Zipper
Chief Economic Development Officer
Williamson, Inc.

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Photo: Entrepreneur Exchange at The Franklin Innovation

ABOUT WILLIAMSON, INC. OFFICE OF ECONOMIC DEVELOPMENT

The Williamson, Inc. Office of Economic Development serves the residents of Williamson County by developing and executing economic development strategies that help to retain, grow, and attract high paying careers for community members, inspire and engage the next generation of workforce in our K-12 students, support local entrepreneurs, and foster partnerships that are invaluable to the continued prosperity of Williamson County.

ECONOMIC DEVELOPMENT COUNCIL

Benchmark: Facilitate Economic Development Council

The Williamson, Inc. Office of Economic Development will facilitate Economic Development Council meetings for Williamson County stakeholders. This includes hosting meetings, coordinating with members, developing agendas, taking minutes and reporting and providing documentation to the appropriate governing bodies.



Quarter I Meeting

Date: Tuesday, February 11, 2025



Quarter II Meeting

Date: Tuesday, May 13, 2025



Quarter III Meeting

Date: Tuesday, August 12, 2025



Quarter IV Meeting

Date: Tuesday, November 4, 2025

Economic Development Council Meeting Minutes included on following pages

Q1 Economic Development Council Meeting
February 11, 2025

Board Member Present:

Mayor Rogers Anderson - Williamson County
Diane Giddens – Williamson County (virtual)
Mayor Lisa Anderson- City of Fairview
Patti Carroll - City of Fairview
Mayor Ken Moore - City of Franklin
Eric Stuckey - City of Franklin
Mayor Jim Hagaman - City of Spring Hill (virtual)
Chris Clausi – City of Spring Hill
Tony Tolstedt - City of Spring Hill
Victor Lay - Town of Nolensville (virtual)
Micah Wood -Town of Thompson's Station (virtual)
Will Powell – FirstBank
Leisa Gill – LBMC
Rebecca Melton - Spring Hill Chamber (virtual)
Charlie Fox - Greenbelt Representative

Board Member Absent:

Mayor Brian Stover - Town of Thompson's Station
Mayor Halie Gallik - Town of Nolensville
Tom Daugherty – City of Fairview
Mayor Mark Gorman - City of Brentwood
Kirk Bednar – City of Brentwood
Dan Allen - City of Spring Hill
Stanton Higgs - TMA Group
Dearl Lampley – Columbia State Community College

Others:

Kel McDowell - Williamson, Inc.
Claudia Zuazua – Williamson, Inc.
Nick Biniker - Williamson, Inc.
Anna Lisa Roberts - Williamson, Inc.
Jena Potter – Williamson, Inc.
Maureen Thornton - Williamson County Convention and Visitors Bureau
Chris Richards – Commissioner District 7
Jessica Lucyshyn - Gresham Smith
Jeremy Qualls – WCS

Meeting was held at 1320 W Main St. Franklin, TN 37064 (Executive Conference Room).

Patti Carroll - Meeting was called to order at 1:30, welcome and introductions.

No Public Comments

Approval of the minutes- Patti Carroll moved a motion to approve the minutes Lisa Anderson made a motion, Charlie Fox seconded, all in favor, minutes were unanimously approved.

Election of New Officers

- Lisa Anderson nominated Leisa Gill for Vice Chairman, all in favor, Lisa was elected.
- Charlie Fox nominated Will Powell for Secretary, all in favor, Will was elected.

UPDATES:

Spring Hill

Mayor Jim Hagaman

- We received a grant of \$250,000 that will be used towards water improvement and sewer delivery program.

Tony Tolstedt

- Utilities are a big conversation especially water reuse. Dan Allen is working through that pilot program.
- New staff, the Finance Director (Rebecca Holden) and a new Budget Manager (Chelsea Perryman).
- Lots of construction.
- The police facility is very impressive, once it is finished, we will be able to handle our growth well into the future.
- Fire Station No. 4 (located right at Duplex and Buckner Lane) is going to help our response time a great deal. Our administrator recruitment continues.

Spring Hill Chamber

Rebecca Melton

- Election year, we have updated our website with election information including the candidates. We will upload the sample ballot once Maury County Election Commission has it available.
- Events coming up where people can meet the candidates: February 27th luncheon and March 18th public meet the Candidates Forum at 6:00 PM at the new Community Baptist Church.
- March Luncheon will be our mayoral forum with Mayor Rogers Anderson along with Maury County Mayor Sheila Butt.

Williamson County Convention and Visitors Bureau

Maureen Thornton

- Last week we rolled out in the broadest way our new tourism branding. We've had the chance to do a community level roll out: Nolensville, Spring Hill, Thompson Station and Franklin. We are yet to do Fairview, so we are looking forward to continuing that process and partnering with all municipalities on it.

City of Fairview

Mayor Lisa Anderson

- Looking into ideas for best practices to update the census since it is directly related to funding. In 2020, we were right at 10,000 residents, which is not accurate now because we had over 7 thousand registered voters turn out in November. Funding is important especially for roads: If 40 is down, Hwy100 tends to be an issue because it becomes the interstate.
- In the works: the design of our Justice Center, which is needed for our police officers, the design of a new fire hall and the City Center next to City Hall.
- Sidewalk project at Cumberland 100. Our community's all about walkability, people will be able to walk from all the neighborhoods in the area to our City Center, which is going to have restaurants, retail, work, and an area in the middle for congregating so that our community can have different events.
- Two big events: the 3rd of July event and Nature Fest in July and Nature Fest in September. We're all about bringing the community together.

- I am a big proponent of the regional approach, if we all get off our own island and just do everything as a Williamson County group, all the different municipalities working together, water, sewer, roads, that's the best way to go. Congratulations to Patti on being the new chair, she also is our new Economic Development Officer. We have a new business in town, Lazestar.
-

Patti Carroll

- Adding to Mayor Anderson, people are looking every day into our county. I hear people saying why do we need an ED Officer? If you want intentional growth, it's the best way to do it.

City of Franklin

Mayor Ken Moore

- City Hall has been moved to a building on Columbia and 9th that is part of the FirstBank building complex.
- In the governor's state of the state last night, he announced \$1 billion for transportation. We've recently approved two major projects, almost \$100 million worth: McEwen phase four Cool Spring Blvd/Wilson Pike (it'll take two - three years to build). Southeast Park, which has ball fields and an inclusive playground.
- Bicentennial Park will be completed this year.

Eric Stuckey

- SE Park is a huge deal. It will really provide park services in the southeast part of Franklin, which is where we're seeing the most growth. The McEwen project is a \$46 million project, we've been able to secure 30 million of that from federal grant dollars so that helps stretch our local dollars, got a lot of topography to deal with, challenging project. Upgrade McEwen from Cool springs out to Wilson Pike, which is essentially a two-lane country road into a four-lane divided. Seeing TDOT's planning, McEwen is part of one of the major East West connections that happened through our county.
- Our Board gave some clear guidance on the construction of a water reclamation plant (10 years out) in the southeast part of Franklin; given the permitting, design and construction that 10 years is going to go fast. Continuing to treat water at a very high level, taking our stewardship of the Harpeth River seriously, having modern plants that effectively do that function is a critical part of that. Target will be 6 million gallons a day.
- On the development side, the calendar year 2024 was the largest in permitted development.
- Highlights: the official ribbon cutting for K-Love located in our southeast part of Franklin, huge economic development win. In that same area In and Out is building their regional headquarters. TrueGreen has moved their corporate office to Franklin. The real story is how existing businesses continue to grow and expand in our community. We see unemployment rates at 2.5%, which is the lowest in the state.
- We will be issuing our first general obligation debt in six years to help support our shares of McEwen and SE Park. Working hard to reaffirm our AAA bond rating, that's a big deal because it gets us money at the lowest possible rate. When looking at having two triple-A bond ratings, they're probably only 100 cities in America that have that, it's an endorsement of the quality of what we're doing, the strength of our local economy and how well we want to operate as a community and as a local government.
- Census: we did mailers, we've done online, we just had a tough time getting responses. We're over 50,000 but we have 40,000 to go to get to the number that we think we're at population. Our projection is 90 to 92 thousand.

More affluent communities can afford to spend money on doing a special census, the poor communities can't. One of the things I'm going to advocate for at a state level, probably at the next legislative session, is to use the US Census number at mid-decade and update everybody's number, let's stop this kind of uneven and very costly process. Let's recognize the growth, these are taxes that citizens have already paying, and we ought to get our fair share.

Greenbelt Representative

Charlie Fox

- Williamson County has 373,979 acres, and that includes dirt and water as well. In 2014, we had 231,341 acres in Greenbelt. In 2024, it had dropped to 220,214 acres. If you have any property that you're looking to move to the greenbelt, reach out to apply by March the 15th.

Mayor Rogers Anderson

- We still own 50% of the Greenbelt land. There are thousands of untouched acres. Don't leave here thinking everything's always development.

Patti Carroll, we don't have any Brentwood representatives.

Thompson's Station

Micah Wood

- Simon Mall Development going in on Lewisburg Pike has been announced although they're still very much in their due diligence phase. A lot of things to cover in terms of infrastructure, extensions of roadways and wastewater.
- Farm Bureau is opening a satellite corporate office, just north of Thompson's Station Road and 31. They owned the land.
- A consultant has been working on economic development analysis for the last year.
- Wastewater treatment plant upgrade, expected to be fully operational and permitted by November. The town has offered up \$15 million to participate in TDOT's statewide partnership program to accelerate the construction of Columbia Pike Highway 31, it's the town's number one transportation project.
- \$650,000 grant for our park system. That's a 50/50 match, that'll end up being \$1.2 million that we're spending to upgrade Sarah Benson Park which is our main active park, widely loved, very heavily used, we're excited to put some new amenities.

Nolensville

Victor Lay

- The city has begun their budgeting process for the coming year.
- Completed last night, a second strategic plan working session with our Board of Commissioners, trying to outline from a five-year vision what capital projects are needed and what's the funding look like. We have got a \$1.2 million project for our first real park (right on Sunset Rd). We purchased that property for just under \$2,000,000 using ARP funds to do that. Looking to maybe locating a new Police Department in half of that property.
- Last week at our Commission meeting, the board agreed to move forward with the purchasing the right of way needed on Sunset Rd. to widen it, it is the third phase of three phases. When we budgeted for it, we were expecting it to be about 750,000, now that we have done the appraisals, we're at a little over 2.2 million. We thought we could have the road built and everything paid for, for maybe about 3 1/2 million, that number is probably closer to 8. Once we get it, then we can look at the construction cost.
- We had 95% participation in our census last year. We used our GIS system in real time, creating some competition between neighborhoods, engaging people in conversations. We involved our fire department in the process, they went door to door for the ones who didn't return the mailer. But I absolutely agree with Eric about doing the US Census number at mid-decade and updating everybody's number.
- Buttercup Festival is on May 3rd.

Williamson County School

Jeremy Qualls

- Innovation Hub, located on Hillsboro Rd. where the old animal center was. Mayor Lisa Anderson mentioned the mechatronics program. The goal of the Innovation Hub is to offer more specific skill trades to not only the students of WSC but for the community and have adult educational opportunities.

We currently have 30 study programs across 10 high schools. However, this is going to offer some unique programming that we do not currently offer. MTSU is going to partner with us on the aviation program as well as Hawkins Flight Academy to get private pilot license. Thompson Caterpillar program, where they can be heavy machines, technologists and electrical power generation under one roof. For our cybersecurity/AI program, we met with Vanderbilt last week. We got TN Tech on deck next week. In hospitality/tourism is going to be hosted by and run by Columbia State.

We are also developing our first ever fire program starting next year, 18-year-old seniors get an opportunity to get their EMT button and go for the fire program with the City of Franklin Fire Department. They're going to take twelve kids, then down to six and paid interns and hire folks after.

We are working on having the first TCAT placement in Williamson County for adults.

Concrete will be poured in March. It's a race 13 months after that to have it completed for August of 26 for openings.

Williamson County

Mayor Rogers Anderson

- The date for the 1st Advisory Committee meeting on the Urban Growth Boundary has been set; it'll be in this room in about two or three weeks, please check your emails. When we went through the process, we all agreed to meet on a quarterly basis to look at the individual issues of annexation, growth and what that looks like. After 2 1/2 - 3 years' worth of work we were able to get all that approved to our Cities, County and the State, great job you all did.
- Recognition to Kel and Jena for their hard work and pushing through the Support Local Infrastructure Campaign. Pat Marsh is running it on the house side and Jack Johnson's running it on the Senate side. This was a couple of years project we worked on looking at real estate tax which means that everyone buys a house, all that revenue side goes to Nashville, \$0.37 per \$100. On average for this county was approximately \$28 million in a 5-year period. We are asking the state to return 50% of that money to us (reoccurring), we'll make a commitment to pay for future roads, whether it is for interstates, for Hwy 100, Nolensville, whatever that happens to be.
- We accepted the bids for the improvements of Arno and 840, particularly on Peytonsville Road, which is our highest accident road in the county.

Williamson, Inc.

Kel McDowell

- Last week we had Day on the Hill, we had a number of attendees in. It was a great opportunity not only to engage our business leadership, our community leadership, our municipal and county elected leadership, but just to make sure that there's that synergy as we connect with our state legislative delegation and also from those from Murray County as well. We were glad to partner with both Spring Hill Chamber and Maury Alliance again this year.
- Outlook Williamson, which is our annual Economic Development Summit, will be on April 1st.
- The bill number on "the keep it local campaign", the transfer taxes, is HB649.
- Friday, February 28th in the morning is our monthly Policy Talk series. During the legislative session, we assemble the whole delegation. Registration is needed.

Patti Carroll

- I just attended the zoom call on the Safety Action Partnership. The website is not live yet, but we'll need participation from all the cities in the county to be able to go after grants.

Lisa Anderson

- Invited Jeremy Qualls to attend one of their meetings so he can talk about the Innovation Hub to the Fairview community.

Meeting adjourned at 2:20

Q2 Economic Development Council Meeting
May 13, 2025

Board Member Present:

Mayor Rogers Anderson - Williamson County
Mayor Lisa Anderson- City of Fairview
Patti Carroll - City of Fairview
Mayor Ken Moore - City of Franklin
Eric Stuckey - City of Franklin
Mayor Matt Fitterer - City of Spring Hill (virtual)
Chris Clausi – City of Spring Hill
Victor Lay - Town of Nolensville (virtual)
Will Powell – FirstBank
Charlie Fox - Greenbelt Representative
Stanton Higgs - TMA Group
Jason Gage – City of Brentwood (virtual)

Board Member Absent:

Diane Giddens – Williamson County
Mayor Brian Stover - Town of Thompson's Station
Mayor Halie Gallik - Town of Nolensville
Tom Daugherty – City of Fairview
Mayor Nelson Andrews - City of Brentwood
Kirk Bednar – City of Brentwood

Others:

Nathan Zipper – Williamson, Inc.
Matt Largen – Williamson, Inc.
Kel McDowell - Williamson, Inc.
Claudia Zuazua – Williamson, Inc.
Nick Biniker - Williamson, Inc.
Anna Lisa Roberts - Williamson, Inc.
Jena Potter – Williamson, Inc.
Maureen Thornton - Williamson County Convention and Visitors Bureau
Brad Dunn – Pinnacle Financial
Chris Richards – Commissioner District 7
Paula Chilton – WCS
Kris Schneider - WCS

Meeting was held at 1320 W Main St. Franklin, TN 37064 (Executive Conference Room).

Patti Carroll - Meeting was called to order at 1:32, welcome and introductions.

No Public Comments

Approval of the minutes- Patti Carroll moved a motion to approve the minutes Mayor Ken Moore made a motion, Mayor Rogers Anderson seconded, all in favor, minutes were unanimously approved.

UPDATES:

Spring Hill

Mayor Matt Fitterer

- Public Safety:
 - The new Police Station opened on May 6th.
 - We will open our new fire station later in November.
- In the process of hiring a new city administrator, we have 4 finalists. They are going to be publicly identified at our May 19th meeting; they are very experienced and qualified individuals amongst that group from all over the state and around the country. We'll have them in town, probably in the first week of June, for some interviews that also include a public meeting and some public engagement opportunities.
- I am the new Mayor; we also have 4 new Alderman so there are many changes to the entirety of our board.
- The city entered into an agreement to close on 110 acres of land that will be the site of our reservoir, which is the water reclamation project that will provide the long-term water and sewer capacity that we need as the city, it will also function as a public park.

City of Brentwood

Jason Gage, City Manager

- I have been in the position for only three weeks, so not much of an update. I came from my last job in Springfield, MO, as City manager. I'm excited to get to know everyone and Williamson, Inc. better.
- We have two new city commissioners, as a result of that, we have a new mayor, Nelson Andrews.

Town of Nolensville

Victor Lay, Town Manager

- We are right in the middle of budget times. We've had our first reading with our commission and we're going to ask for a significant tax increase, even though we're going to have, on average, a 58% increase in assessments, to basically fund a 5-year plan. We've had unanimous support from the board, of course, we'll see as the public gives them additional feedback where they end up at.
- We obviously are continuing to grow, and good things continue to happen. We haven't had any new things since the last meeting that have been approved.
- The Small commercial center. There's a vacant parcel there, on the corner of the northwest corner of Sunset Rd. and Nolensville, they've been approved for a while; they got an extension because their approval came during COVID and they had to do a bit of environmental work, FEMA changed the floodplain rules, so they had to come back and do additional flood study that has cost them some time and we gave them a year in addition to their investing, they are getting ready to break ground.

City of Franklin

Mayor Ken Moore

- We continue to move forward after our relocation of City Hall to Columbia Ave. They'll be putting a fence up around the old City Hall, they're currently inside the building and abating whatever things they must abate, we hope that it'll be torn down by the end of the month.
- I'd defer to Eric about property reassessment.

Eric Stucky, City Administrator

- We are dealing with the property reappraisal and what that does to our rate hasn't been fully certified yet. We think our 32-cent tax rate will drop down to just under 23 cents and we're looking at what we might do with that rate for maybe identifying some additional kind of dedicated capacity. We do have a partnership funding that is included in the 10-year TDOT CIP plan for them to widen Mack Hatcher SE. The good news about that project is that we own all the right of way and most of the utilities are relocated, it's ready to go. We're glad

that it's in it, because they only approved 14 partnership plans across the whole state, we are one of them. We had also put in for the northwest to widen that as well, that did not get in that yet, so we'll keep pushing on that piece and see where that goes. Also looking for a small component to be dedicated just to help us keep supporting operations and future needs there. We'll talk tonight about our first quarter development

- report: In the last five years total permits issued are over 1700, that's the highest in the five-year period. The most interesting number for all of us is the construction valuation of that first quarter of activity is over \$360 million, that is the highest first quarter and first quarter is usually our slowest of the four quarters in a given year, and that's the highest in the five-year window as well by quite a bit.
- Activity and level of investment continue to be strong, incorporating that as a good bit of permitting for In-N-Out Burger's corporate offices, that's running through our process and glad to see progress there. If you drive by that area, see they're working hard.
- We had a couple of Groundbreaking in the last month:
 1. The Pearlene Bransford complex, which is our park located in the southeast part of Franklin.
 2. Our widening of and improvements to McEwen from the Cool Springs roundabout out to Wilson Pike, that's a \$46 million construction project, we've got over 30 million in federal money in that project to date. We're still working on with some additional funds plugged in, hopefully on the multi-use trail components there.

Big projects that we've been talking about for a long time and it's great to have them underway. The Board is

- having a discussion tonight on an annexation, the Harlan Development, that is an annexation that does have some potential. Also upgrades to Columbia Ave. It's not an area we were looking for as an immediate growth area, but it has come up and developers are willing to make some additional infrastructure improvements to make it work.

Williamson County Government

Mayor Rogers Anderson

- Eric, at 12:18 you got the new certified tax rate for the county from the state. It will go from \$1.88 to \$1.24 and some 4 decimals out. So, for Brentwood, Nolensville, Spring Hill and all those, the tax has been set. It was about \$11 billion growth in assessed values over the last four years, that's unheard of. Brad Coleman, our property assessor, reported at a recent meeting that of the big cities being Shelby, Memphis, Davidson, Nashville, Hamilton, Chattanooga, Knoxville. We are past Hamilton County down this phase and depending on when Knox is, we will probably be just a little bit under them, which is incredible.
- I want to thank all the city mayors for their effort over the last couple of years, for getting I-65 from Old Hickory all the way down to Spring Hill on TDOT's 10-year plan. In 2027 is when they'll begin the engineering side, which is the first phase with 45 or \$47 million, that's why it takes so long.
- Real Estate Transfer Tax did not get passed but it's not dead. My answer to that is they probably ran out of money before they got to us. We're looking to get some of that pot of money for next year, perhaps through some other avenues, not comfortable to say how but it's still an option.

Mayor Moore, this will be for choice lanes (another name for toll) on I-65 more than for interstate expansion/interchange improvement. There were many opportunities, one was for P3 projects, which were choice lanes; in the first project selected was the I-24 Corridor and then the I-65 Corridor.

The other thing that Eric alluded to, was the statewide partnership program, where communities could offer projects and offer money into a project to try to get it on the list. Also, last year the governor put in \$3 billion and this year he put in another billion dollars of one-time money to fund roads.

The bottom line of the whole thing is that we've been fortunate for many years to be a pay as you go state but given the erosion of what our resources will do and inflation, our current program no longer is substantial. For example, under Governor Haslam, those projects were supposed to be done and within 10 years, with inflation, they went out to 40 years.

There was one bill that passed that had to do with tires, I think that's about \$80 million. It's going to be generated out of that will help some, overall, the federal gasoline tax where we get much of our money to fund roads hasn't been changed in 20-30 years. Mayor Anderson, continuing on what Moore said, through the efforts of Williamson, Inc., all the Mayors, the County Commissioners Association that supported us, we presented a strong front to the legislators and got a lot of traction. With the choice lane, right now they're thinking license plate reader, maybe a decal, something that will do automatic billing. It's a 30- or 40-year window of a lease that they will contract out with other companies that will do this for the state. Mayor Moore, one thing I might add to the Transportation Modernization Act is that when those P3 lanes are done, they'll be free to public transportation. Right now, whatever express buses we have, they're going at the same speed as the traffic and the fact that they'd be able to get on and transport many people at a faster rate to get them to the destination. We're also interested in that reverse commute because our Corridor is the only that has an equal in and out, neither I-24 nor North corridor have it, that's perfect for transportation. Mayor Anderson, I do want to give a shout out to Jack Johnson and some others up on the hill. Last year in May, the Department of Education withdrew \$3.2 million for education; they said they had miscalculated so the commissioners were left with a void, we were able to fill it by moving some money around. But Jack Johnson, Lee Reeves and some of the others worked very hard to restore that money back. A big shoutout to them, because of their effort, public education has got nearly \$4 million worth of new money that we lost last year and will help us out with our budget.

City of Fairview

Mayor Lisa Anderson

- The city center is moving along great.
- Restaurants and retail, town homes and single-family homes; the 700-acre, Bowie Park where we had our Arts and crafts Fair

Our third 4th of July is coming up. Last year we had 29,000 people. I can only imagine it would be more this year.

Lazestar coming to town is a mechatronics business Department of Defense where our students, instead of having to go to Nashville to do their internship, they'll be able to do it in our own community. Fairview High School has the only mechatronics program in Williamson County. They will have between 30-60 employees to start out.

Patti Carroll

- The only thing I would add, we started a project for Cumberland Rd. and it kind of died after I left and the mayor and the city manager got it back going again and I got to be a part of it, so we have a TDOT project going on. Mayor Anderson It's a traffic light needed where all the schools are.
- We have 6 new businesses that have either broken ground or are about to open; in four months we will have like Sherwin-Williams and Ace Hardware. We're going to change quickly on how we look.

Williamson, Inc.

Nick Biniker

- We hosted STEM Day for 120 Middle School WCS students last week. We took 7th and 8th graders to four businesses: Equine Hospital in Thompson Station, the Middle TN Electric Solar Field in College Grove, the Chill and Nitrogen ice cream shop in Brentwood and the Franklin Water Reclamation facility. They got to see how what they learn can be applied in real life.

Nathan Zipper

- Every year, WCS and FSD recognize both teachers and employees of the year, FSD even goes down to transportation employee of the year, all in its 148 educators. Because we always talk that the foundation of our economic vitality has been built on the backs of schools, we explored a way to celebrate those that were honored, and we partner with our friends at Fifth Third Bank, and they are all receiving a card of appreciation along with a \$10 Starbucks Gift Card.

Matt Largen

- Follow up on that too. Yesterday we sent out an internship survey to find out what companies offer college internship, if they are paying, if they are hybrid or remote, if the internship will get college credit, it's a 12-question survey. The whole point is to better connect Tennessee college students with internships and job interviews.
Once we're done, we're going to send this to all the colleges we work with but also encourage other chambers across the state to conduct similar surveys.
We think if the Colleges in TN, have this data base they can keep the talent in the state.

Greenbelt Representative

Charlie Fox – No updates

Williamson County Convention and Visitors Bureau

Maureen Thornton

- Gearing up for summer travel season, it's been an interesting time and the way that the greater American economy is impacting individual consumer spending and business travel spending, weekends are stronger than weekdays. It has been a little bit of a rocky year for our hotels, but we are optimistic that we can push through a good summer and fall is our best time of the year for people to visit, so we're focusing on how we support that.

Williamson County Schools

Kris Schneider

- You've heard from Doctor Qualls about the Innovation Hub, located on Hillsboro Rd. We can now see foundation, some metrics coming in and I believe they got their building permit like last week, so the hub is shaping up quite nicely.
- The other thing that we solidified yesterday is we have 15 students from across the district (all schools except one) signed up for our first ever Fire Management Program. We're holding a signing at the Fire station #2 on May 22nd at 4:00, you are all invited. The 15 students are going to sign their commitment to the class, and then we're also going to look at the five interns Franklin Fire is bringing on.
- WCS Summer Camps, we host Stem camps and robotics for Elementary, Middle. We also do emerging careers, which is a girl's focused class on non-traditional careers, we work with Visit Franklin, with a group of engineers and architects. The girl's favorite thing is to present their plans to the BOMA board.
And our last camp will be a fire camp, which is for high school students, it's a three-day camp that we put on with the fire department.
Eric Stuckey Kris mentioned the five interns, just so everybody knows what that is, they're going to go through the full rookie class. If they're successful, they'll become Franklin firefighters at the end of it. So, we will hire 5 folks out of high school that can transition right into professional fire service.
I am very proud that my team came up with the idea. We have made some changes in our hiring practices to be able to hire younger people and we're confident in the level of training that we'll be able to provide so that these will be successful. It's exciting we're building these feeders from the camp all the way into the fire management program as an academic component.

TMA Group

Stanton Higgs

- We had a good day at the Main Street festival, it was lighter than years past, perhaps we were competing
- against the Marathon down in Nashville, a lot of people in Franklin run those races and families go down.
- Franklin Transit numbers continue to increase, kind of double-digit percentages.

We have two grand opportunities; we haven't got them yet, but they've given me a good feeling that we're going to get them in. One of them is specifically for the work that we do with the WCS district to help use some of these dollars to help with the funding for the output of expenses that Franklin Transit does, and we can also help with transit in other areas. We have just purchased five more vans that will help people coming

- back to work using public transit instead of cars. Two of our biggest partners are the TN National Guard and US Department of Veterans Affairs (VA) So we do a ton of federal employees, they have a commute benefit. We're on month 3 and a half of recertifying every single one of their people through their program, which involves dealing with the state here and local offices, also dealing with Washington and US Department of Transportation for securing their benefits. We expect the five vehicles to be all back on the road by the middle of June.

Chris Richards – Commissioner District 7

Question for Mayor Anderson, how are the choice lanes going to be paid for it and will we get revenue?

Mayor Anderson

Currently, the way that TDOT does funding, choice lanes will have a dedicated source of revenue. The model that is being used currently expects cities and counties to participate at some level, the question mark is what percentage will be. I doubt that we'll get to share the revenue; the choice lanes will go to a private party; that's the way I understand it.

Williamson, Inc.

Kel McDowell

- The city of Thompson's Station couldn't join; they have their board of mayor and Alderman meeting later today. Their report is that the town's economic development analysis is on track to be completed this summer.
- Friday, May 30th in the morning is our monthly Policy Talk series. We'll have District Superintendent David Snowden and WCS Superintendent Jason Golden. Networking starts at 7:30 over at Columbia State Williamson campus, program starts at 8:00 AM.

Mayor Rogers Anderson made a motion to adjourn the meeting, Mayor Ken Moore second the motion.

Meeting adjourned at 2:14 PM

Q3 Economic Development Council Meeting
August 12, 2025

Board Member Present: Mayor Rogers Anderson - Williamson County Mayor Lisa Anderson- City of Fairview Patti Carroll - City of Fairview Mayor Ken Moore - City of Franklin Jason Gage – City of Brentwood Micah Wood – Town of Thompson's Station (virtual) Victor Lay - Town of Nolensville (virtual) Will Powell – FirstBank Leisa Gill - LBMC Charlie Fox - Greenbelt Representative

Board Member Absent:

Diane Giddens – Williamson County
Eric Stuckey - City of Franklin
Mayor Brian Stover - Town of Thompson's Station
Mayor Halie Gallik - Town of Nolensville
Tom Daugherty – City of Fairview
Mayor Nelson Andrews - City of Brentwood
Kirk Bednar – City of Brentwood
Mayor Matt Fitterer - City of Spring Hill
Chris Clausi – City of Spring Hill
Stanton Higgs - TMA Group

Others:

Nathan Zipper – Williamson, Inc.
Matt Largen – Williamson, Inc.
Kel McDowell - Williamson, Inc.
Nick Biniker - Williamson, Inc.
Anna Lisa Roberts - Williamson, Inc.
Jena Potter – Williamson, Inc.
Maureen Thornton - Williamson County Convention and Visitors Bureau
Chris Richards – Commissioner District 7
Jeremy Qualls – WCS
Kris Schneider – WCS
Jane Sadler - Citizen

Meeting was held at 1320 W Main St. Franklin, TN 37064 (Executive Conference Room).

Patti Carroll - Meeting was called to order at 1:30, welcome and introductions.

Public Comments

Jane Sadler. I live in the unincorporated area of Williamson County in Thomson Station. I'd like to remind you that if you look at the Williamson, Inc., website, it's about rural, pastoral, the bucolic areas, the horse farms, all that's being destroyed, it's all going away. We're catering to too many developers and not thinking about what attracted people to move here.

I understand the need for sales tax revenue, I understand the need to bring more people in to get a more diverse workforce, but we need to be very, very careful about what we do to this county because as you continue to bring in more people, you're bringing in more students into our schools, you're bringing in more crime, we've just seen here lately in Spring Hill, young man got killed; it's a frightening thing for somebody like myself who has lived in this County my entire life. I want to see Williamson County stay the beautiful town that it is, and I don't want to see us overrun on so much development. If you're going to bring in development, think about what you are bringing, listen to the citizens, talk to them, go to the churches, go to the school, go to the mall, wherever they're at. While it is nice to have a grocery store, two miles down the road, I don't need five grocery stores within five miles. We don't need tons of development. We need to preserve what we have, save our trees and our grasslands, we need to protect this area. I'm hoping that's what you all are doing when you're thinking about developing this County and its economic impact. Thank you.

Approval of the minutes- Mayor Ken Moore made a motion to approve minutes, Mayor Lisa Anderson seconded, all in favor, minutes were unanimously approved.

UPDATES Brentwood

Jason Gage, City Manager

- Major roadway projects are underway; those are always good and helpful because of traffic.
- Last night, the commission unanimously voted to discontinue the design of the racket facility, they had already spent about 150,000 on design services. They want to reallocate the dollars to other capital improvement projects.
- We have a 2030 plan; at some point we need to update that 2040 plan. We had that the money was budgeted to be in 2027, probably not a good year to reopening up completing confidence of plan and have debates fixed in so we gave them the option of the 28 or 26 recognizing they probably want to go in 26, which they do so we'll be logically preparing for opening up that comprehensive plan processing 26.

City of Fairview

Mayor Lisa Anderson

- On the works right now, we have plans for a new fire department and a new justice facility.
- A long-anticipated traffic light at Cumberland 100. Very important since it is in the middle of all three of our schools, a dangerous area with turn lanes, traffic lights, and sidewalks for our children to walk to school. Jay Norris at our GNRC meeting helped us a lot by talking to the utility people doing the movement of the electricity and water and got them not to start until 9 am, that will allow everybody to get to work and get to school. It will be finished in about a year.
- The city center is moving along great, restaurants, retail, work, live.
- Our first retail apartment complex is coming out near the interstate, something that's needed since we have very little rental in Fairview.
- Patti Carroll stays on top of everything; she brought this big lighting match grant to our interstate that is going to light up that area. We put in a million, TDOT put in a million.

City of Franklin

Mayor Ken Moore

- We're experimenting with the Franklin Transit Authority, we have a new route that has been created that'll go from 11 to 2, originates at the Franklin Transit Authority Building and ends up at the factory with one stop in between square. This is something that Max Baker, who's our new multi-modal coordinator, has brought forward
- City Hall, the hole gets deeper every day.

- We have two big projects in the Cool Spring area with minor revisions that were entitled many years ago,
- Aureum and Ovation.

Important date, August the 19th. The unveiling of the renovation of the National Registered Historic Hartlinsdale Barn will occur at 4pm. I would encourage people to come.

Town of Nolensville

Victor Lay, Town Manager

- They are working diligently to complete the City Hall building by Halloween. It's our understanding, they will be operational by Thanksgiving.
- Last week, we had the first reading on a small annexation, about 33 acres. It is right adjacent to the Southern Land development; in fact, they are requesting this annexation as a potential component to the already existing neighborhood that they're constructing; it's going to be a little bit less dense, right now being proposed somewhere around maybe 17 units or so.
- We had given our schools a monetary award from the proceeds of the Buttercup Festival. The city took it over this year, and it was very successful, so we were able to do so.

I think we gave \$5,000 to NHS and maybe \$3,500 each to the middle schools, I don't recall exactly what it was to the elementary schools. We've also established some scholarships that we gave away earlier in the year. Trying to use that festival for what it was originally intended, to give back to the community.

Town of Thompson's Station

Micah Wood, Town Administrator

- We want to thank Kel (McDowell) and his team. A couple weeks ago, we had the first ever in person state of the town address. It kind of blew us all the way to the attendance. Williamson, Inc. did a huge job getting the word out so thank you to them. I think it was a really great public event.
- Town has been working on an economic development analysis for a few years now, it's pretty much completed. We're in the process of updating our comprehensive plan and incorporate it as part of our economic development component. All that is working together, hopefully ready to be adopted early next year, looking into maybe January/ February timeframe. That's why we're also updating our land use policy and our transportation policy to make sure that it's fully aligned with the expectations of the community.
- We're planning the 35th anniversary of Thomson Stations Incorporation, that will coincide with the Christmas tree lighting that we have every year, so that it will be around the first part of December. We're working with WCS to get all school age students at each level to be involved in that process, it has a chance to be something special for the community.

Williamson County Government

Mayor Rogers Anderson

- Next year is our 250th year anniversary, I think a Benjamin Franklin statue sitting on a bench is on its way here. It'll be put at five points in front of the archives building to increase that celebration, the CVB will be engaged, the actual statue is being donated to us, we just have to pay to get it here. We'll make some changes now as the archives will be better positioned so we don't interfere with the veteran's area down there at a triangle.
- In the next 30 days we should have on the Williamson County website an application and process to go through for opioid disbursement of money. This money is being sent to the state of which Dr. Moore serves on the state level, then is distributed to each county and they disperse it out within the community at large. I know Brentwood got \$5K or \$10K last year, I can't remember Franklin, it's a little over a million that we send back to different organizations.

If you Kel (McDowell) or Jena (Potter) can help share the link and encourage people to go to the website, so we get as many qualified qualifications as possible. They must be 501C3, they must have an audited financial statement, and they can't be a new start business to apply for the money the first year.

Kel McDowell we will be happy to partner with you Mayor.

Mayor Moore I do have questions about opioid money. Are you doing just one-year grants or are you doing any three-year grants?

Mayor Anderson We have not done a grant in the past two years. We did a grant for a halfway house that's being built in Dixon so we committed a little of that because we know that it would be very difficult to build it in Williamson County, but not in Dixon County; but we also know that some of our individuals that live in our county may need it. In that case, we did a two-year grant. We are very interested in regional sharing of those funds because we get some synergy with that. Our County Commission has to sign off on it, and we want to be sure that we're abiding by the state and federal regulations. **Mayor Moore** We should have a presentation for people to understand what we are trying to accomplish with this.

Patti Carroll

Comments on Mayor Anderson's retirement and thanks him for his service.

Williamson County Schools

Jeremy Qualls

- Kris Schnider will be moving to the Innovation Hub that is being built at the corner of Mack Hatcher and Hillsboro Rd.
Kris Schnider You can see now the building, glass windows will be installed in about a week or so. They are telling us they are on time on construction so it should be open to students in August.
We have 5 new programs that we are rolling out, the first one, the Fire Management program will roll out August 25th with the help of Columbia State, the city of Franklin and the Franklin fire department.
- We will have a grand soft opening.
- Mayor Anderson Jeremy please share the classes you've prepared.

Jeremy Qualls We have aviation, we have partnered with a group called Hawkins Flight Academy for private license or if the student chooses the commercial route with MTSU. Students must have 12 hours of dual enrollment credit in the simulator with a certificated aviator instructor. We have partnered with Caterpillar on our first TCAT, we will be doing heavy machine technology and electrical power generation. Part of the investment is that after hours if any adult wants to get certified hours they can do so. Artificial intelligence, we are working with large Universities and several companies; and lastly Hospitality and Tourism we've partnered with, we are utilizing that space to match technical and associate degree hospitality and tourism as well as culinary.

Kris Schnider Our EIC will still be there to add some of the entrepreneurial skills to students, so hopefully a kid who becomes a pilot can also run a business or so on. The goal is for both the EIC and the Innovation Center to feed each other.

We also had our second, over the last 2 years, National champion winner in a pitch contest in Chicago. A Senior, she has gone across the country and raised 30k in pitching contests, she has sold 40k in product in the last six months.

August 28th we'll host a mixer for anyone who'd like to become a mentor.

Matt Largen The EIC is a single path to engage our business community, also a great way for them to give back, and our role is to help these students achieve that sort of career. Jeremy let us know how many districts in TN have something like the Innvoation Center.

Jeremy Qualls Zero, our building is paid off, maintenance and operational costs will be absorbed in Williamson County.

We couldn't have done any of this without Williamson, Inc., without Matt and his team's support, the workforce development, the people that they have brought to the table, we wouldn't be where we are.

Matt Largen Anna Lisa (Roberts) and I have been working on internship opportunities for students, we have surveyed all of the business in Williamson County; as we start to build that list out we are going to share it with our large members so parents/students know what opportunities are available, we are also sharing it with Universities across the state. We know those internships in many cases are a step away from a full time job. We should have that ready in the next month or so.

Greenbelt Representative

Charlie Fox – No updates

- Mayor Anderson It's important for people to know about the greenbelt and farmland. I think 45% of our county hasn't been developed, we don't need to develop all, we just need a master plan on how are going to do the unincorporated and cities. We don't want to wake up 50 years from now and see that everything has been developed like other cities that didn't plan ahead.

Matt Largen perhaps through Land Trust Group.

Williamson County Convention and Visitors Bureau

Maureen Thornton – President and CEO

- We are getting ready for Fall, the most popular season for visitors.
- Pilgrimage is happening at the end of September.
- Working with Sister Cities on and exhibit for Franklin and Williamson County in German that will happen about this time next year, maybe September/October.

Mayor Ken Moore made a motion to adjourn the meeting, Mayor Rogers Anderson second the motion. Meeting adjourned at 2:02 PM

Q4 Economic Development Council Meeting
November 4, 2025

Board Member Present: Mayor Rogers Anderson - Williamson County Mayor Lisa Anderson- City of Fairview Mayor Ken Moore - City of Franklin Eric Stuckey - City of Franklin Walter Denton – City of Franklin Mayor Nelson Andrews - City of Brentwood Jason Gage – City of Brentwood Sergeant Drell Floyd - Williamson County Sheriff's Office Charlie Fox - Greenbelt Representative Will Powell – FirstBank Leisa Gill – LBMC Stanton Higgs - TMA Group

Board Member Absent:

Patti Carroll - City of Fairview
Diane Giddens – Williamson County
Mayor Brian Stover - Town of Thompson's Station
Mayor Halie Gallik - Town of Nolensville
Tom Daugherty – City of Fairview
Mayor Matt Fitterer - City of Spring Hill
Chris Clausi – City of Spring Hill
Micah Wood – Town of Thompson's Station
Victor Lay - Town of Nolensville

Others:

Nick Biniker - Williamson, Inc.
Anna Lisa Roberts - Williamson, Inc.
Jena Potter – Williamson, Inc.
Claudia Zuazua – Williamson, Inc.
Maureen Thornton - Williamson County Convention and Visitors Bureau
Brad Coleman, Property Assessor, Williamson County
Jane Sadler- Citizen

Meeting was held at 1320 W Main St. Franklin, TN 37064 (Executive Conference Room).
Patti Carroll was absent; the meeting was led by Mayor Rogers Anderson - Meeting was called to order at 1:33. welcome and introductions.

Public Comments

Jane Sadler. I live in the unincorporated area of Williamson County in Thomson Station. As I said last month, I wanted to remind you all again, what brought people to Williamson County was the open spacing, the trees, the pastoral field, the ruralness of the area but also the convenience of being near Nashville, Brentwood. Where we're located, we have some great amenities, but we need to be very careful about the growth that is being brought into this town and how we can keep it where it is manageable and respectful of everybody here. Growth for the sake of growth is not a good thing. We have not planned our boom at all; we've allowed developers to run roughshod over all the municipalities.

What I'd like you all to do is stop and think about what you can do here in this county when you bring industry to this area. Does it fit the area? Do we have people that can work? Right now, we have an unemployment rate of 2.9%, which is exceptional. We don't need to continue to bring in industry that's going to continue to cannibalize our current employers around here. Let's be mindful of the growth, and let's make sure we preserve what Williamson County is; we're tearing down entirely too much in this area, and we're building back things that don't fit in like they used to. Think about how we can respect history, traditions, and the preservation of this county.

Approval of the minutes- Mayor Ken Moore made a motion to approve minutes, Mayor Nelson Andrews seconded, all in favor, minutes were unanimously approved.

Mayor Rogers Anderson - Introductions.

Last time the group wanted Mr. Charlie Fox to invite Brad Coleman and talk about property assessment.

Brad Coleman, Property Assessor, Williamson County

I'll give a high-level view of just the past year in the assessor's office. All of you are aware of property assessments being a large portion that makes up our budget each year; 2025 was a big year for Williamson County and our office as we, by statute, reappraised every property, every taxable property within the county, over 100,000 real property, parcels and right at 15,000 personal property accounts; that's the assets that are owned by business, whether that's desk, computer, cars, trailers, trucks, depending on your industry, you pay a tax on that annually as well.

Going into last year, our total assessed value, our total taxable value, was just shy of \$20 billion, after the reappraisal,

we're just shy of 30 and so we're at 29.4 as of October, that number just keeps going up as the field staff are going out and adding new construction on a daily basis, that value changes.

Over the last 10 years since the recession, we have averaged at least 2,000 new residential homes a year across the county. We have 8 field staff that go out and physically inspect, measure, and list every home as it's being built so that we can have the quantitative and qualitative qualities of that parcel and we can accurately assess that.

This past year, and this all relates to Greenbelt, with that large increase overall, the numbers that I gave our finance folks and Mayor Anderson several months ago, going to \$30 billion. What does that mean and how does that affect everybody? Overall increase in taxable value was 52%, when we hit the reappraise button, values went up 52%.

Residential properties went up on average 65%, commercial only went up 31%, many of you are familiar with our Class A office space, a lot of our strip centers and smaller, they still got pretty significant increases in value in commercial, but overall, our commercial properties only went up 31%. What does that mean to the average homeowner? For the first time that burden has kind of shifted from commercial to residential. In any reappraisal, we will calculate a certified tax rate which ensures that the counties and the cities do not bring in extra revenue just because of that reappraisal. The certified tax rate lowers to a revenue neutral value. Now then the county in each city is charged with what do we need to function and do our duties, for the county we went up 3 cents on top of that certified rate and each city did something different based on their needs.

Greenbelt is one of the biggest tax savings or abatements if you will for folks that have 15 or more acres. In 1976, they started the Greenbelt Act, the purpose of it was to help farmers and protect green space, protect farmland. In Williamson County, our land is very, very valuable from corner to corner, the values have gone up tremendously across the board. For example, Fairview was kind of untapped for a while, it's out. College Grove, this past reappraisal cycle, definitely than any other year past, but part of the reason why is because of those tremendous increases in land value. If you had 10 acres in College Grove, that may have been on at \$150,000 last time, now somebody says that it's worth a million bucks.

Farmer Smith, it's been there since 1963, gets that incredibly significant appraisal increase, which of course then means a tax increase to go along with that. However, if Mr. Smith had 15 acres, he would qualify for Greenbelt, again protect green space, allow people to farm and not have the cost of taxes and things push our farmers out. Greenbelt was enacted in 1976 for that reason.

To give a little perspective, let's go back to College Grove where that land may be 60 an acre instead of 60 an acre, under Greenbelt, depending on the quality of your farmland, is it pasture, rotation, or is it your wetlands and kind of

more year of sales ratio before we go to two so that should occur in 2027-2028 for one year. As you're doing your budgets, you're looking out, you need to apply whatever that sales tax ratio will be at that time and starting 28, that will go to a two-year cycle when you anticipate. Mayor Lisa Anderson I agree to go to less years, with the prices of houses and commercial going up so much, when the community got that bill, they were very shocked. With the increase, then it'd be smaller amounts in a shorter amount of time instead of hitting them all at once. Which cities stayed revenue neutral? Brad Coleman Fairview and Brentwood both adopted the certified rate. Every other city had an increase of some amount. Mayor Lisa Anderson citizens come to me that live on Highway 100 who were paying commercial rates, but residential use, is it they have to live on the property for 25 years? Brad Coleman There's a program called Homebuilt where if you have lived there for 25 years, their property's worth \$300,000 and then a zoning change happens that night and the next day their property might be worth a million bucks. While they're very excited about that, they don't pay taxes on that so if you've lived there for 25 years, you can't qualify for Home Built is what it's called. Mayor Lisa Anderson I have had several people who have lived along Highway 100 for 25 years, and the whole area was reassessed commercial, we've gotten the home belt forms for them to fill out. Brad Coleman We're going to value it as it's being currently used, which is a residential structure at 25% versus 40% on commercial assessment and there is no rollback. Mayor Rogers Anderson Brad, compare Williamson County in that assessed value of 30 billion, enormous growth period. How do we shape up against Knox, Shelby, Davidson, Hamilton County? Brad Coleman We have historically been in 4th place behind Knox. We did move ahead of Hamilton County several years ago, and we have moved ahead of Knox County. But again, so much of that's driven by the residential home values, which the aggregate, are 1,000,000. Mayor Rogers Anderson I think it's also important to note, in this county, we don't have a lot of federal buildings, we don't have a TVA building, we don't have a lot of universities and schools that there is no tax base on that, whereas in Knox and Shelby, Hamilton County. A lot of them, like the University of Tennessee, there's no taxes coming out of that.

Chattanooga, TVA, some of the large corporations that you mentioned; Williams County just doesn't have those businesses that don't pay taxes. We had one IRS building, I think that's been closed.

UPDATES Brentwood

Jason Gage, City Manager

- Major roadway projects on the east side of our community: we have Ragsdale Road under construction, about 50% completed, a \$18 million project. We are in the beginning design for Split Log widening and realignment; and Old Smyrna, and we're one neighborhood meeting away. These are roads upgrades that address really the development that's occurred in the last many years.
- Updating our wireless communication ordinance, we need to make some changes.
- Looking at our approach to electric bikes and scooters, we have a lot of complaints in our parks, people/kids get hurt. There're three different classes, some outside of the class that are illegal (fast and not a lot of training and education behind them).

Mayor Nelson Andrews

- State of the city is next week, in partnership with Williamson, Inc. We used to do this pre-COVID. I'm glad to see that tradition coming back live, hopefully seeing everyone in the county at some level, it's a good communication tool.
- A little spoiler, Brentwood has been running an annual or long-term planning process for quite a while. The most famous version of it is the Brentwood 2020 plan, it was preceded by Brentwood 2000, Brentwood 2010, Brentwood 2020, and currently Brentwood 2030, so right now with a fresh commission and city manager, we're starting the planning process to run a 2040 plan. We heard some things loud and clear in our most

your waste space, you may only be paying taxes on \$800 an acre. It's significant, so if you qualify for Greenbelt, the tax savings is tremendous in Williamson County, more so than the other 94 counties. We take Greenbelt very seriously in our office to ensure that folks are doing what they're supposed to, if you're under Greenbelt, you have to be doing agricultural use. You have a lot of wealthy landowners that aren't necessarily farming that property, but they're having Farmer X come over and cut hay on the weekends and take the hay, that's an agricultural use, and that's a legitimate use for that space. Another piece is forest, they need to get a licensed forester to do a forest management plan for their land to best produce, protect the health of their trees, giving them a harvest date and things that they can do to better protect them. Those are really two functions, agriculture and forest, that you must do to receive that abatement taxes. In the reappraisal this past year, the only people that I talked to residentially that paid less in taxes this year than they did last year were our Greenbelt participants. The reason is because Greenbelt is capped at a 6% increase a year under land, and so in a four-year reappraisal that we just completed, while the rest of the residential folks are going up 65%, Greenbelt went up to 24%. The majority of Greenbelt people who are already getting significant tax segments paid a little bit less in taxes, so tremendous program if you qualify. Mayor Anderson Would you explain the rollback tax provision that you have and how that works? Brad Coleman Anytime a property transfers, that's going to trigger either a reapplication for that property or a rollback. If you have a large tract that sells to a developer, they don't plan to continue agriculture or forest use, they're going to develop homes on that property. Once that transfer happens, that deed comes through our office, and that triggers a rollback, which is a three-year recapture of what the taxes would have been. In a lot of our large acreage tracts, the rollback bill may be six figures, it's not uncommon for us to send out \$150,000 rollback bill because they've saved \$50,000 a year in taxes over the last three years. Eric Stuckey The reappraisal cycle had been five years, went to four years, we're going to three. Do you anticipate it staying at three, what is the thinking behind that and what's your approach?

Brad Coleman We went from five to four, now at three, with my thought is to go to a two and leave it at two. There are several counties that are talking annually.

The biggest reason that this conversation started for us to go from four to three was about four years ago with Mayor Anderson and the council. It's called a sales ratio that the state produces every second year after a reappraisal; we reappraise in 25, we'll have a sales ratio in 27 in that second year. What that is, the current market compared to where

the county's values are. And so, in 2021, when we valued everything, we went up tremendously, but then, it skyrocketed from that point. The sales volume and the increase in value in 21 and 22, when we were literally going up 1 and 2% a month, after that 24 month went by, we had our ratio came in at 63%. What that tells us is after two years, my numbers are already 37% low. Why that matters is, any property that is appealed automatically gets that ratio attached to it, what ended up happening is a lot of our commercial properties with very, very large numbers attached to them, they could even come and say, numbers are good, I'm fine with, you know, \$100 million; suddenly that's a \$36 million reduction based on a ratio which was driven by residential properties. But how many residential people came in and said, give me that ratio, none, because they're unaware and most people aren't thinking about that. People with commercial properties with tax agents or reps or attorneys that knew that law came in.

The reason that we had that meeting that year was because we were looking at the county using somewhere around \$3 to \$4 million in 23 and 24. I was asked by the mayor at that point, can we go ahead and start reappraisal now? I said, for next year. He said, in six months, I said we can't.

In a reappraisal, we must look at every single property within the county. A lot of that's done by aerial photography and imagery. By statute, we must look at each property to make sure there's been no changes. In our county, we are very lucky, all the cities are participating with us and getting copies of building permits; we're having 6,000 to 8,000 deeds come through a year. Sales, MLS is very strong and make sure that if we get something that looks a little out of whack, you can look at an MLS and say, somebody may have finished their basement without permitting that we didn't know about. But the reason to go to the two-year period would be to get rid of the sales ratio.

Mayor Anderson But don't the cities have a sales ratio to deal with also? If we don't do this on the two-year window, that's significant because that burden falls back on the folks that are outside that two-year snapshot you're looking at. To answer your question Eric, the logic, we went with, the county commissioners approved 3 so you've got one

recent elections; it's a way to help lead the city in touch with the residents to be sure that what we're driving for is what they'd like to see. We are biased as a city towards sales tax and commercial property tax for our revenues, so we're doing this planning process, trying to make sure that we do have a healthy tax base, somewhat resilient through the economic cycle among other things. Citizens need to be educated, making sure we balance the right compromises on how to structure our city.

- On Veteran's Day we'll have a ceremony at 11am at the Brentwood Police Headquarters for a veteran's monument site.

Business Representative

Leisa Gill

- Business has picked up tremendously since the summer, I'm seeing a lot of positive activity right now.

City of Franklin

Mayor Ken Moore

- We were awarded a four-star award for our Bicentennial Park by the Tennessee Recs and Parks Association; the award was presented at the National City Managers Association. We do a citizen survey every other year; because of that we were named the best governance for excellence in the economy for 2025, that covered economy, safety, health and wellness, and so on.
- There is a health seminar put on by Find Hope Franklin on Friday from 9am to 12pm at the FSD Auditorium. Focusing on a panel as far as brain health, and then we'll have Ben Zobrist, who was MVP for the World Series, he'll talk about his struggles with mental health. You can go online at findhopefranklin.com and register.
- Construction: We have the city hole now; we're putting 160 piers down on the ground. You'll see a big crane that's been erected on the property. St. Margin Street District is also excavating. Breakfast with the Mayors along with Franklin Tomorrow was about the Healthy Democracy Project through the National Civic League. We wanted to do this pilot project, looking at further engagement of the youth in our communities, how they can give input and understand their positions on things; we were fortunate to have about 50 youth from middle school and high school.
- We'll be swearing in four Alderman that were re-elected on Tuesday night, next Tuesday night.

Eric Stuckey

- Development activity reports will be shared with the board on Tuesday. Our third quarter activity in Franklin included permitted investment of about \$121 million, about \$68 million of that is in non-residential, about \$53 million in residential, 70 residential units' year to date, 3/4 through the year, we're tracking at a total investment, permitted investment, at just under \$650 million. That's consistent with what we've seen in 2024 and 2025, which exceeded \$800 million for the full year. That's a strong investment, consistent investment, sustainable investment.
- We have made significant increases in impact fees on water, sewers and roads in the last couple of years; the growth pattern has remained consistent. There was a lot of concern that we were raising those so much that it might dampen, it really has not seemed to do that; all to reflect the true cost of delivering added capacity and help development pay its way. 420 residential units overall for the year. We'll be a little short of where we were last year (about 800). Single family is about consistent every year, the swing is, if we see a multi-family project coming. We haven't had a significant one this year, that affects the numbers. Projects: City Hall well underway, we're about 3 million under budget in the first two early bid packages.
- McEwen 4 is underway, that's the widening of McEwen from Cool Springs out to Wilson Pike, and that'll lead right into McEwen 5, which is in partnership with Brentwood. Pearl Park, named after Pearl Bransford on our southeast side, is about 2 1/2 years away from full completion; but in about a year, we'll open the passive park area, which is the northern area, which has Robinson Lake and hiking paths in those areas. We're working on widening Columbia Avenue from Downs Boulevard just past Mack Hatcher. We're also continuing to work with the state to be as ready as we possibly can for the widening of Southeast Mack Hatcher, Murfreesboro Rd. down to Columbia. We've got that in the 10-year plan, right now it's in year seven;

it's a largely designed project, so it's pretty ready to go so we're looking for an opportunity to move up in that plan.

- Vernon Gerth will be retiring in December, we've here our new Assistant Team Administrator for Community and Economic Development, Walter Denton.
- Veteran's Parade coming up.

Walter Denton

- Thanks everyone, I was city administrator in O'Fallon, Illinois for the last 23 years, which is a suburb of St. Louis. I'm thrilled to be here and look forward to meeting everyone.

Business Representative

Stanton Higgs

- We were awarded two grants on projects that are kind of important to TMA. One of them was modeled after what we do with Centennial and Franklin High School in helping students with special needs, getting used to how to have mobility to jobs and different things here in Franklin. We were awarded a grant that kind of goes through the GNRC and then comes over to WEGO and TMA, we have one more meeting to finish that up. The other award is something that we do with our family programs, trying to serve people that are just struggling to make ends meet, more lower income jobs, but connectivity, trying to assist them to be able to get to and from work.
- We are a third of the way through this transit visioning study with Franklin Transit Authority and City of Franklin. We've been working with the consultants; we're excited to hear the first outcomes of that. We did 6,108 people on what we call the pumpkin patch, which is significant, it's about 2,000 cars ultimately that we keep from trying to all merge into downtown Franklin.
- We have one big meeting with RTA. We're trying to get them reinvested into the van pool program to kind of match how Williamson County supports us, that will have a significant increase in our regional transportation.
- We're up to four-five vans now that are coming into Brentwood as part of the Veterans Benefits Administration that moved their headquarters from Nashville to Brentwood. They come from Clarksville, Murfreesboro, and the latest one was Gallatin. We're excited about that continued relationship; we've just got to get them back to work since most of them are on furlough right now.

City of Fairview

Mayor Lisa Anderson

- The city center is underway.
- We're applying for a \$1.1 billion grant for our Historical Village Park where the old triangle school was. We've been working for about 20 years, we did the revival of the school through heritage and state awards for this project; the school was home to the Bowie family at one time, and they donated our 700 plus acre, beautiful Bowie Park that our community enjoys; it's a nature park with 400 acres of trails and five lakes, we have about 30,000 people come to visit our park every month and do business with us.
- New farmer's market is beam and post with stone, 24 vendors under roof with parking and a big amphitheater for our community and schools to be able to come and do performances outside. It'll be across from the Fairview Rec Center.
- Police training facility is about to start construction; it will be built in Hickman County since our community didn't want it in Fairview, we're building it and paying for it and Hickman police are going to be able to use it, it was a great collaboration between communities.
- We just received a matching grant, \$1 million lighting project at our I-40 and Highway 96, which is going to light up that whole area; we've got a lot of interest with industrial and medical for that area, which will bring hotels and restaurants.
- TDOT project. We're doing sidewalks that connect our schools all the way down Highway 100 and a traffic light that has been much needed for many years at 100 and Cumberland.
- The design finished for our new Justice Center, which will be right next to City Hall, and our Fire Department, which will be on the other side of town close to I-40 and 96 on Northwest Highway.
- We've got about 3,000 houses and townhomes approved in Fairview.

Greenbelt Representative
Charlie Fox – No updates

Williamson County Sheriff's Office

Sergeant Drell Floyd

- The county commission has approved 18 new positions to help ease some of the workload and responsibilities at the sheriff's office.
- The new jail project is hopefully breaking ground at the end of this year. We're still awaiting approval for the new sheriff's office itself to be approved to get built.
The new special operations building is opening at any time now; it's at the top of the hill at the end of Century Court. The building that they're currently in is on Beasley will be torn down and I'm thinking that's where the new sheriff's office and the jail and all that's going to go.
- We got new applicants in the month of October; we've hired 5 thus far. Applications have gone up because the County Commission was nice enough to approve a good raise, starting out as a detention deputy making about \$61,000 a year.
- Upgrades on our new software and body cameras, new tasers, and all our weapons have the red dot site on them now, so they're all shooting with a red dot to help you get on target quicker and faster.
- To help with the academy side of it, we're going to try out something new by sending some of the deputies to Blount County Academy, because the Tennessee Law Enforcement Training Academy takes so long to get in. We've got 3 deputies scheduled to go in the month of January.
- We're going to have canines' dogs; we've got two dogs assigned strictly to the schools and we've got four more in training. We've got four interviews for canine handlers strictly for the school system.
- We've started monthly school safety meetings for all the schools, and weekly command staff meetings. We also revised the field training officer program, regardless of where you're going in the sheriff's office, you all must go through the field training officer program.
For example, we had a guy who had left with 26 years' experience, came back, even though he had those 26 years' experience, he had to go through the field training officer program also, in which that's a 4-week program.
- We doubled the size of our evidence vault. We were storing evidence, drugs and weapons in the same area. According to the state rules, they were supposed to be stored separately, so we doubled the size so we're housing those things separately.

Williamson County Convention and Visitors Bureau

Maureen Thornton – President and CEO

- Economic Impact of Tourism, visitors spending was over 1.3 billion in 2024, up about 4% from the year before and our savings per household is \$1,631, which is slightly lower, \$4 lower, but that's because of the growth that we've had in the county.

Town of Thompson's Station

Will Powell read updates on behalf of Micah Wood who couldn't join but sent updates ahead in advance

- We are updating our All Aboard Comprehensive Plan to include an Economic Development Element that is based on ED Strategic Plan (document available).
- Multiple large-scale commercial/retail developments are in various stages of planning approvals along both Columbia Pike and Lewisburg Pike (documents available).
 - o Largest is the Simon Mall Project- hosting a community meeting Wednesday 11/5 at the TS Community Center. I've attached their press release. Their estimate is that this development would have an estimated \$830 million economic impact annually.

Williamson County Government

Mayor Rogers Anderson

- We're AAA again, this is our 20th year of receiving that.
- We are looking at County Commission Monday night at 6 o'clock, it should finish up a little before midnight.
- We have a very lengthy meeting and lots of lots of items. This is a great time to go to any of our parks, particularly Bowie Park in Fairview, Timberland Park, which is off of Natchez Trace, or Peacock Hill, the colors are beautiful this week and next week until we get the rains and the cold weather. We received lots of grant money. Our grant writer is doing a fabulous job for us securing that kind of fundings. Again, I make
- appeal to all the Mayors and City Managers, if you get an opportunity to look at the real estate transfer tax, and you have an opportunity to talk to your representative, that is a big deal. Last year Williamson Inc. received over 10,000 (Jena Potter 12,000) asking our representatives to support it, which we've got great support from them. I was up talking to them a couple weeks ago; our senator is on the governor's desk. We're trying to get that baked into his budget, which makes it a little bit easier for all of us and if you will notice, just in the last two days in Davidson County, they have been talking about the real estate transfer tax on some funds they could use that money for. We're kind of earmarking ours for our road and working with TDOT, but I would ask for your support and help with any of our legislative body, how important that is. For us as a region, it's right at \$13 to \$14 million a year, so it is a large sum of money we can put out back into show roads.

Meeting adjourned at 2:32 PM

THREESTAR PROGRAM

Benchmark: ThreeStar Program

The Williamson, Inc. Office of Economic Development will manage the State of Tennessee's ThreeStar Program on behalf of Williamson County. This includes setting quarterly goals, tracking progress of those goals, and providing the appropriate documentation to the Tennessee Department of Economic and Community Development.

Through the diligent maintenance of Williamson County's ThreeStar Rating, Williamson, Inc. is proud to have played a pivotal role in supporting the county government's successful acquisition of **\$16,343,343**, directly benefiting the community and advancing local initiatives.





Department of Economic and Community Development

Stuart C. McWhorter
Commissioner

Bill Lee
Governor

January 24, 2025

Williamson Inc.
4031 Aspen Grove Dr., Suite 630
Franklin, TN 37067

Dear Mr. Largen,

The Tennessee Department of Economic and Community Development has certified Williamson County, Tennessee, ThreeStar Certified complaint.

ThreeStar serves to promote economic and community prosperity through collaboration to positively impact every Tennessean. The Governor's ThreeStar Certification program was initiated in 1980 and provides benefits and eligibility for many state community development programs.

Williamson Inc. has served as the ThreeStar program administrator for the past several years in a professional, efficient and effective manner. ThreeStar Certification is a county-wide program, which allows each and every city within the county all the benefits and eligibility that certification provides.

In addition, Williamson Inc. manages the Williamson County Economic Development Council as the state approved sufficiently similar organization for TCA 6-58-114 and is fully compliant, making Williamson County eligible for potential funding through state grant programs.

Please contact me with any questions.

Sincerely,

Jody Sliger,
Community Development Director
Tennessee Department of Economic and Community Development
312 Rosa Parks Avenue, 27th Floor
Nashville, Tennessee
jody.sliger@tn.gov

BUSINESS RETENTION AND EXPANSION

Benchmark: Business Retention and Expansion

The Williamson, Inc. Office of Economic Development will conduct business retention meetings with existing employers in Williamson County. Staff will conduct at least 48 meetings per year (4 per month) and will include county and city leadership in meetings when needed. In addition to serving as a wellness check for local employers, meetings will also serve as business development for potential expansion projects.

Number of Existing Business Visits: 132

Announced Projects: 1



Project Type: Relocation

Location: Franklin

Dxcover specializes in the development of non-invasive, high-precision cancer diagnostics, with a focus on the early detection of high-mortality cancers such as ovarian and pancreatic. The company's new office will house a small team of scientists advancing the next generation of medical technology. The company's innovative approach to early cancer diagnosis offers the potential for earlier and more accurate detection, providing patients with more effective treatment options and improving overall survival rates.

ENTREPRENEURSHIP & SMALL BUSINESS DEVELOPMENT

Benchmark: Entrepreneurship & Small Business Development

The Williamson, Inc. Office of Economic Development will manage the Franklin Innovation Center to build an entrepreneurship infrastructure and network in Williamson County. This includes leasing and managing the Innovation Center, hosting networking events, providing educational opportunities and resources to local entrepreneurs, and marketing the space to future tenants.



Monthly Entrepreneur Exchange Series at Franklin Innovation Center (May-October)



Two Multi-Week Small Business Academies

The Startup Academy is a free program designed to support entrepreneurs by offering guidance on marketing, human resources, finance, management, and other key challenges involved in launching a business. In 2025, the program graduated 15 entrepreneurs.



Current Franklin Innovation Center Tenants



Founders and Funders

In September 2025, we hosted the Founder-Funders Pitch Showcase at Harbor + Union in Franklin, bringing together 150 attendees for an evening focused on early-stage entrepreneurship, investor connection, and ecosystem building. The event featured 10 companies pitching, including Spikey, a student-led business from Williamson County Schools, highlighting the strength of the local entrepreneurial pipeline from students to seasoned founders.

Each company delivered a three-minute pitch to an audience that included founders, community partners, and seven investors, three of whom served as judges. The winning company received a \$1,000 prize provided by Harbor + Union. Williamson, Inc. produced the event in partnership with Harbor + Union, the Nashville Entrepreneur Center, and Launch Tennessee, reinforcing regional collaboration in support of startups. Due to strong attendance and engagement, the Founder-Funders Pitch Showcase is planned to become an annual event.



ENGAGEMENT WITH SITE SELECTION PROFESSIONALS

Benchmark: Engagement with Site Selection Professionals

The Williamson, Inc. Office of Economic Development will create opportunities for engagement with site selection professionals through out-of-market business development trips and in-bound tours, prioritizing those who focus on the relocation and expansion of headquarter operations and the development of regional offices.



Conferences attended: 8



Women in Economic Development (WinED)

Williamson, Inc. led a panel discussion at Gregson & Co.'s annual Women in Economic Development (WinED) conference in November of 2025. The session, moderated by Kim Moore of Newmark featured Anna Lisa Roberts of Williamson, Inc., Bess McWherter Anderson of Tractor Supply Company and Alex Saddler of the Tennessee Valley Authority (TVA) and focused on regional business recruitment and collaboration. The panel brought together perspectives from local economic development, corporate site selection, and regional utility and infrastructure support, offering attendees insight into how public- and private-sector partners work together to attract investment and support existing industry. Addressing an audience of approximately 100 economic development professionals and consultants, the discussion underscored the value of strategic partnerships, regional alignment, and long-term planning in successful recruitment efforts, positioning Williamson County and the greater Nashville region as a model for industry best practices.



Tennessee Economic Partnership

Anna Lisa Roberts, Vice President of Economic Development and Investor Relations, has served on the board of the Tennessee Economic Partnership since 2024, helping keep our team and county connected, informed, positioned as a leader in statewide economic development initiatives and engaged with site selection professionals around the country.

“Williamson County plays a critical role in Tennessee’s economic success, and having its perspective represented on the Tennessee Economic Partnership board is incredibly valuable. Anna Lisa helps ensure that the county’s leadership, innovation, and collaborative approach are reflected in statewide conversations.”

Brad Maul
President and CEO
East TN Economic Development Agency

CAREER EXPOSURE OPPORTUNITIES FOR K-12

Benchmark: Career Exposure Opportunities for K-12

The Williamson, Inc. Office of Economic Development will support local students by facilitating 2 on-site multidisciplinary career exposure days per school year.

Manufacturing Day

Students: 70 (5 Schools)

Businesses Visited: HORN, Apcom, Flash Technology, Resource Label Group

STEAM Day

Students: 85 (4 Schools)

Businesses Visited: TN Equine Hospital, CKE, Middle Tennessee Electric, Franklin Water

Building Stronger Schools through Weekly Collaboration

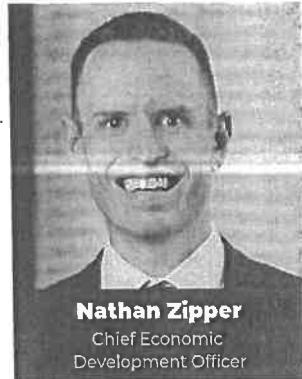
Throughout 2025, we met weekly with staff from Williamson County Schools and Franklin Special District to foster collaboration, share insights, and strengthen our partnership in supporting the community.



Spikey @ Founders and Funders

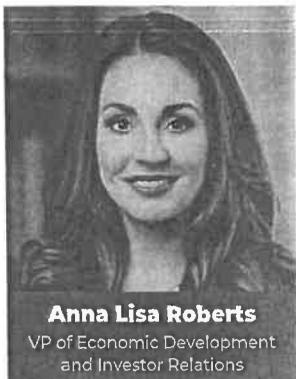
In 2025, Williamson, Inc. strengthened its partnership with the Williamson County Schools Entrepreneurship and Innovation Center (EIC) by elevating student-led businesses through our investor-facing programming and signature events. At our Founders & Funders Pitch Showcase in September, EIC participant Abigail Goddard and her business "Spikey" were highlighted alongside other emerging startups, pitching their ventures to local investors and business leaders and earning her second-place honors in the competition. This experience provided meaningful exposure to real-world capital, feedback, and professional networks, while demonstrating how early-stage entrepreneurship can be woven directly into the region's broader economic development ecosystem. Williamson, Inc. continues to highlight EIC businesses with partnership investors throughout the year, reinforcing our commitment to cultivating the next generation of founders—whether they're building companies between classes or scaling their first big idea.

STAFF



Nathan Zipper

Chief Economic
Development Officer



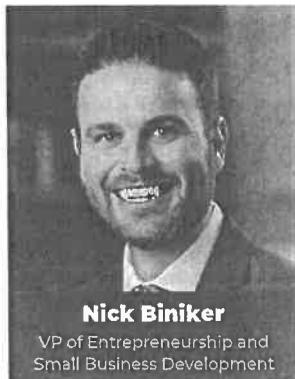
Anna Lisa Roberts

VP of Economic Development
and Investor Relations



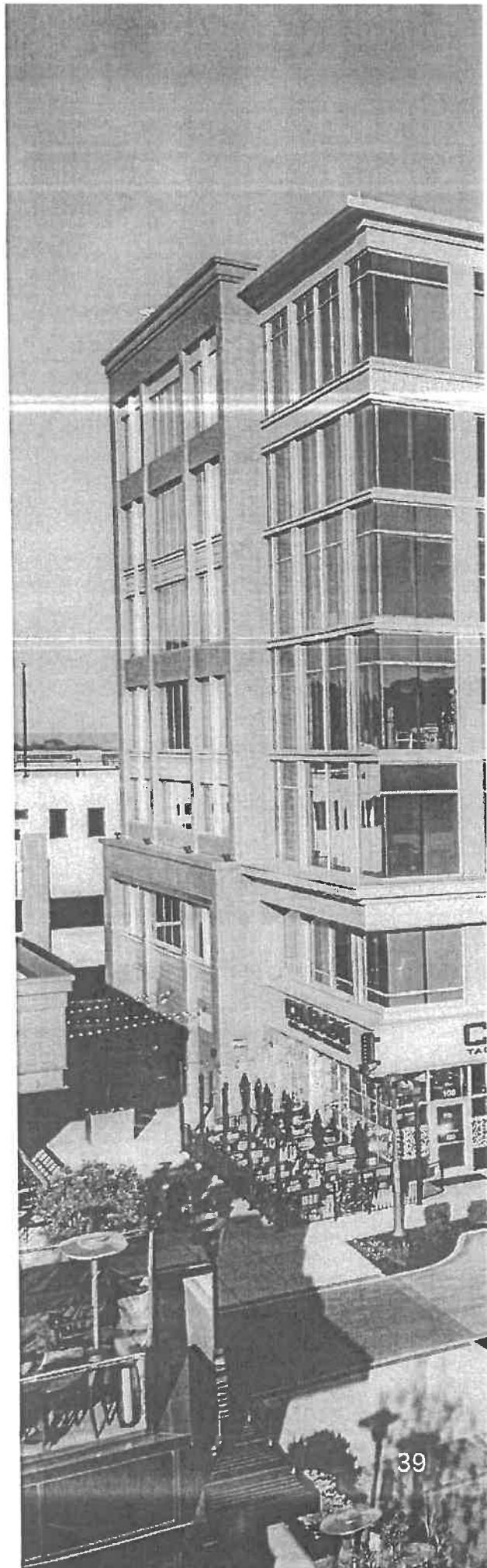
Claudia Zuazua

Senior Economic
Development Coordinator

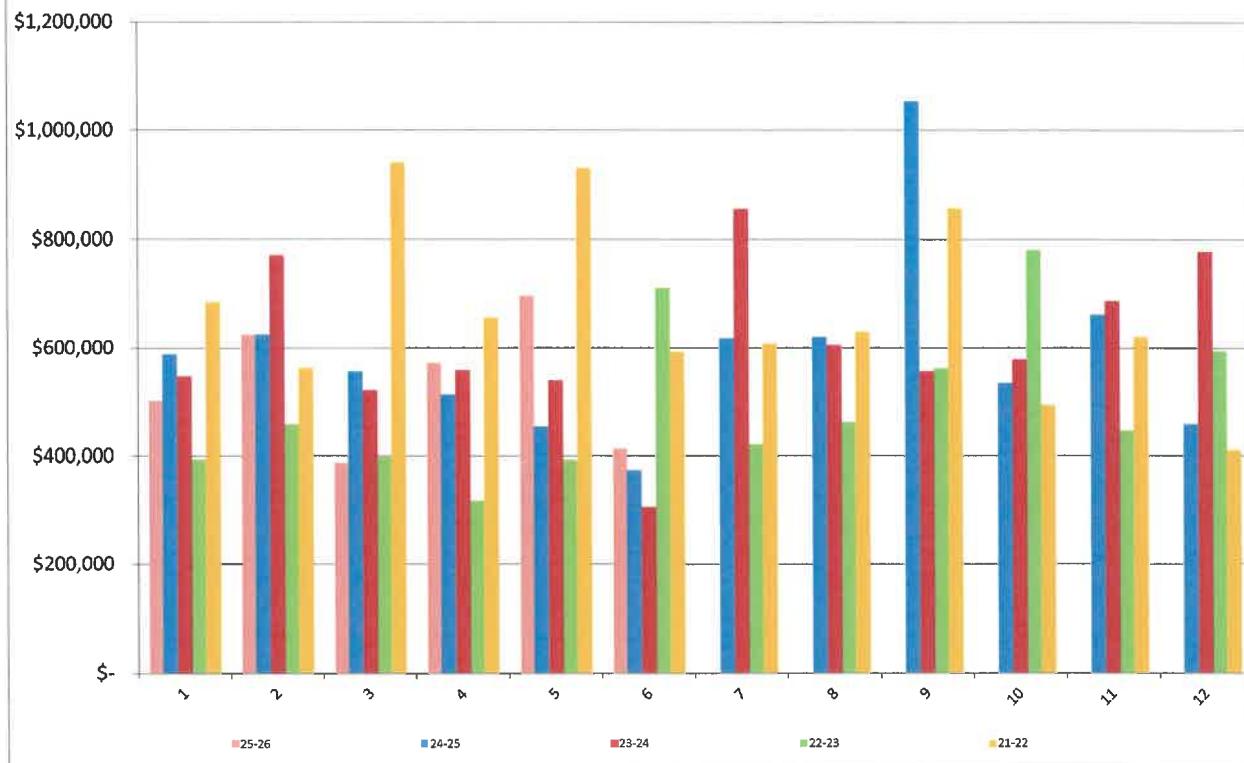


Nick Biniker

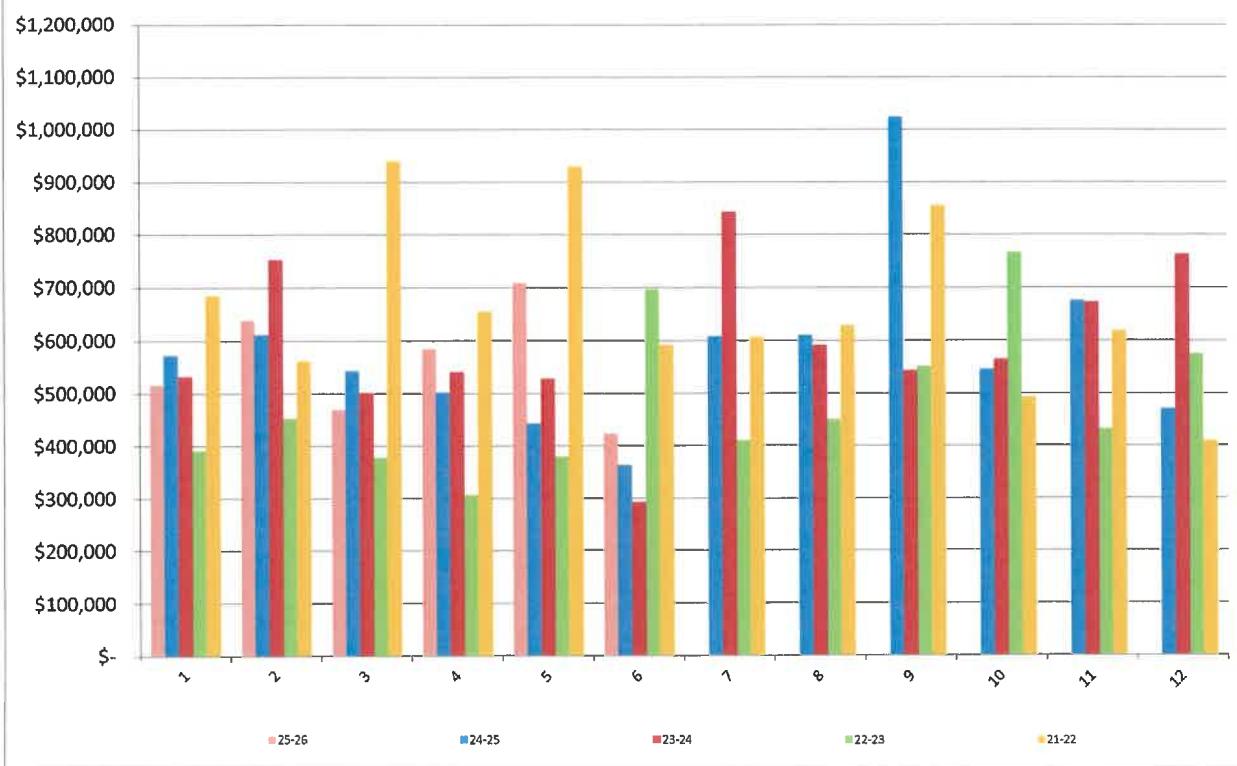
VP of Entrepreneurship and
Small Business Development



WC Schools, Recreation, Highway and Fire Privilege Tax History



WC Adequate Schools Facilities Tax



CONSENT AGENDA
Williamson County Board of Commissioners
February 9, 2026

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

ACCEPTING ROADS:

OTHER:

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NOTARIES

(FEBRUARY, 2026)

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AGUIRRE, LINDSAY DEVON
AZARY, MARWA
BECKER, GABRIEL JEROME
BENSINGER, ELIZABETH PATRICIA
BRADFORD, RACHEL ANN
BREWER, NATALIE KATE
BRITT, JESSICA LYNN
BUENO, GRAZIELY
CHAPPELEAR, LYDIA GRACE
CHERRY, JEREMY
DOCKINS, FRANK HARRIS
FRAME, ALEXIS ROCHELLE
GILES, RACHEL HOLLY
GOSSETT, TABITHA LeANNE
GRUSZCZYNSKI, AMBER ELIZABETH
GUINN, OUIDA ANN
HARDIN, BRYTTANY LYNCH
HARMON, CHRISTINA ROBIN
HUDSON, JILL M.
HUGHES, ANTHONY DANIEL
JOHNSON, ANN MARIE
KAISER, ABBEY MARIE
KAPALDO, CALESIA RACHELLE
KARGER, MEEKA MARIE
KINCAID, AMANDA BLAKE
KINCAID, NICHOLAS KYLE
MATHEWS, BRYCE JASON
McCARTER, ANDRAE LAVAL
McLAUGHLIN, JACK E.
MITTAL, PRIYA
NATHAN, KAYLEE KATHLEEN
PANECCASIO, ALYSSA
PHENICIE, BRYCE TAYLOR
QUEZADA, MARIA ELIZABETH
RADCLIFF, TERI BROWDER
ROSSI, MELISSA LEE
RUSSELL, JONATHAN GROOMS
SEGADI, APRIL MARIE
SHAW, AYDEN JARED
SMALLEY, VICTORIA P.
SMITH, LACEY E.
THOMAS, JULIA ELIZABETH
THOMPSON, REBEKAH PAIGE
WHITSON, SAMUEL A.
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YOUNG, DONNA ANN
YOUNGBERG, KEVIN JAMES

RENEWALS

ABDULLAH, RUJEEN
ALEXANDER, MORGAN
ALEXANDER, TAYLOR
ANDERSON, CAYCE
ARMSTRONG, ASHLEY
ARRASTIA, MAYDE
ATEMA, ANGELA
BAGSIC, MARIA
BAIN, JERRI
BAKSHI, SHILPA
BEASLEY, KELLY
BELL, HANNAH
BLACKMON, ASHLEY
BLAKE, WILLIAM C.
BLANKENSHIP-HORNE, KATHERINE
BROWN, LINDA K.
BROWN, NIKKI
BROWN, WILLIAM
BURKE, APRIL
BURT, WESTON A.
BURTT, SARA
CAPOZZI, DAVID MICHAEL
CARTER, ROY P.
CHANDLER, DANIELLE
CHILANO, ANNA
CISCO, LILAH
CLARKE, SUSAN

RENEWALS

CLEVIDENCE, KARA
CRAWFORD, CHRISTINA
CUNNINGHAM, SARAH
CURTIS, HEATHER
DAUGHERTY, THOMAS J.
DAUGHETEE, MARTHA
DAVIS, LAETTA
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FRANCIS, CAROLYN M.
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RILEY, MARJORIE A.
RIMMER, RICHARD
ROGERS, ALISON
ROVEY, ALICIA C.
SAXENA, PRIYANKA
SHANDOR, CYNTHIA S.
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SMITH, CAREY A.
SMITH, CASSANDRA
SMITH, JOSHUA RYAN
SMITH, MELISSA
STEPHENS, MARK
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TAYLOR-CHRISTOPHERSON, SONYA
TAYLOR, ERIKA
TAYLOR, SHARON GAYLE
TOMASIESKI, KRISTY A.
TOMPKINS, JAMES A.
WEAKLEY, ANTHONY
WILCOX, TANAYA
WILLIAMS-THEIS, COURTNEY
WILSON, CARRIE R.
WILSON, DEBORAH
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CONSENT AGENDA
Williamson County Board of Commissioners
February 9, 2026

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WYATT, JENNIFER L.
YOUNG, PATRICIA R.

CONSENT AGENDA

Resolution No. 2-26-1

Requested by: Commissioner Hayes
Commissioner Jones

**A RESOLUTION TO REDUCE THE SPEED LIMIT ON POPE'S CHAPEL 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 Pope's Chapel Road in the Burwood Community starting at Carters Creek Pike and extending to Sugar Ridge Road / Barker Road intersection 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 Pope's Chapel 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 9th day of February 2026, 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 Pope's Chapel Road located in the unincorporated area in the Burwood Community starting at Carters Creek Pike down to Sugar Ridge Road / Barker Road intersection;

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 Lisa Hayes



Commissioner Ricky Jones

COMMITTEES REFERRED TO AND ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Consent Agenda

Resolution No. 2-26-18

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

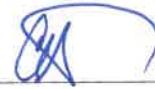
WHEREAS, County, upon approval of its legislative body, is authorized to grant easements across property owned by County; and

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 9th day of February, 2026, 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 <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 Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Right-of-Way

Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
EP Employee Initials



Service Location # _____ Meter Set SO # _____ WO# _____

Grantor: Williamson County, Tennessee

And/by _____

Select one of the following: unmarried married

business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- Install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- Inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- Install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County 094 State of Tennessee Tax Map: 078 Group: _____ Parcel: 040.00

Address 1556 Columbia Ave., Franklin, Tennessee 37064
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 2835, Page 468, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202_____.

Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 202_____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Legal Signature

STATE OF _____

COUNTY OF _____

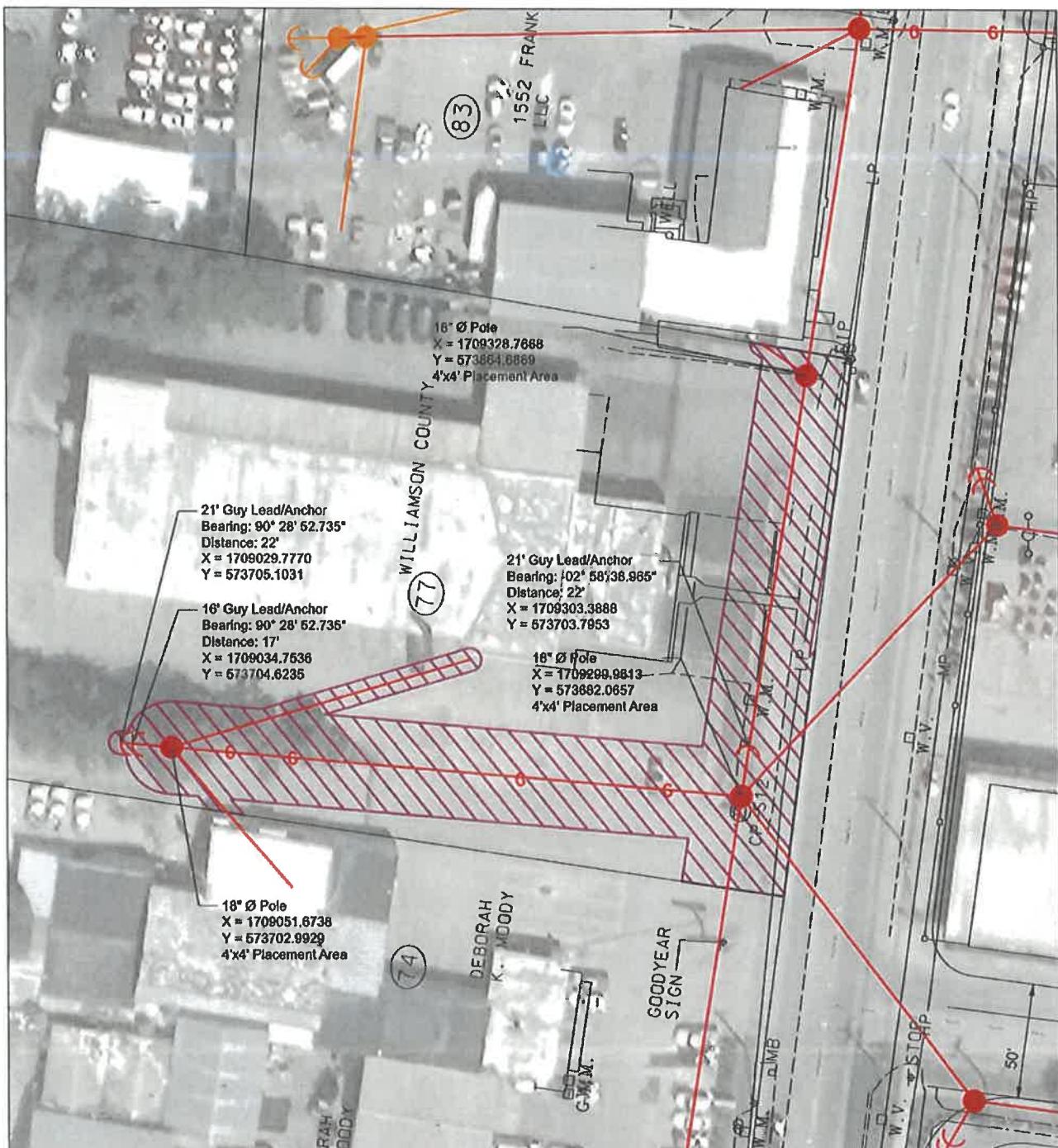
On the _____ day of _____, 202_____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires

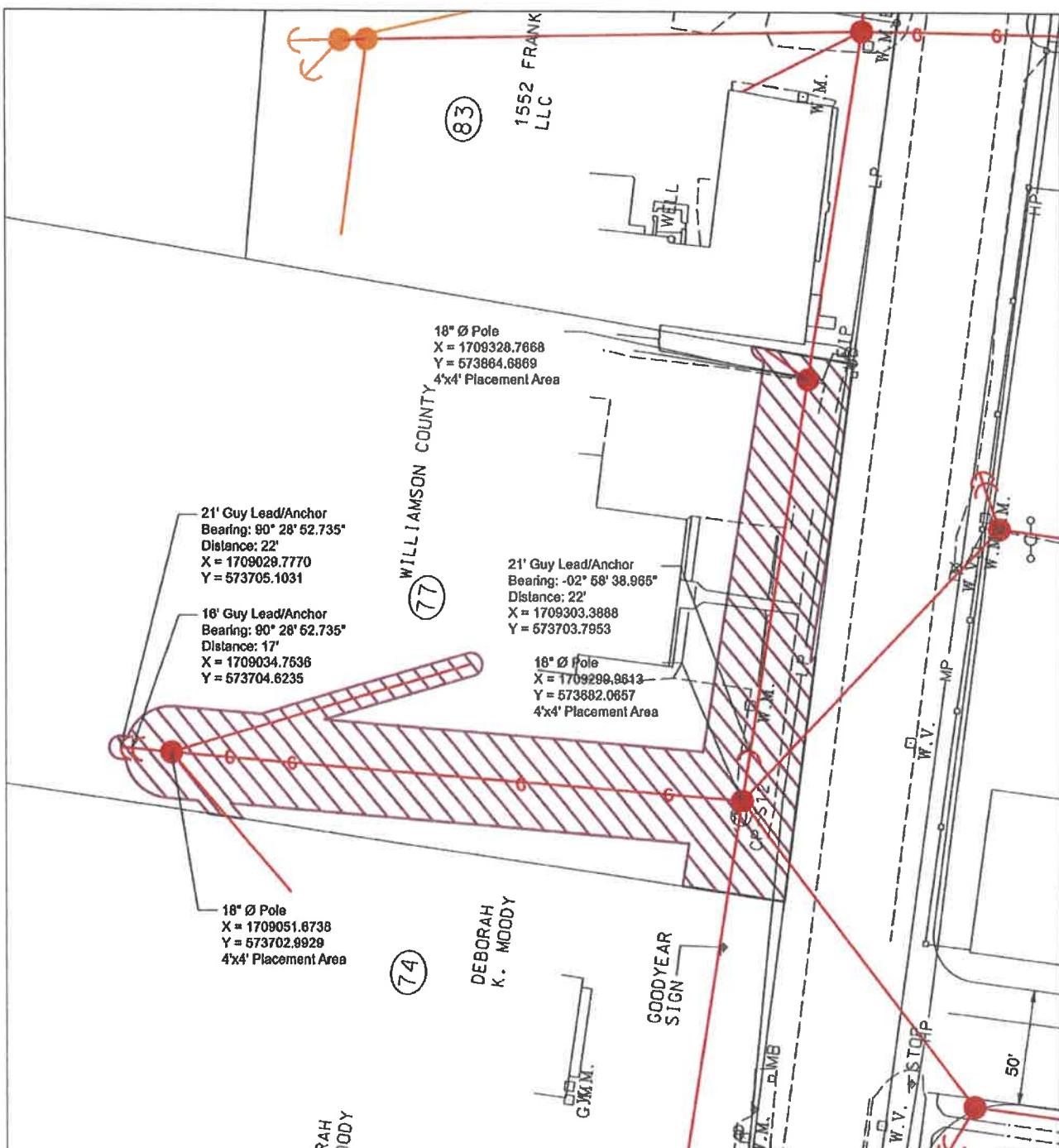


Easement Notes:

1. MTE has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTE provides.
2. This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

Middle Tennessee Electric	COUNTY OF: WILLIAMSON STATE OF: TENNESSEE COUNTY CODE: 094 MAP NUMBER: 078 DEED BOOK: 2835	GROUP NO.: PAGE: 468	PARCEL NO.: 040.00	EXHIBIT "1" (TRACT #77) Scale: N.T.S.
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Middle Tennessee Electric	COUNTY OF: WILLIAMSON STATE OF: TENNESSEE COUNTY CODE: 094 MAP NUMBER: 078 DEED BOOK: 2835	GROUP NO.: PAGE: 468	PARCEL NO.: 040.00	EXHIBIT "1" (TRACT #77) Scale: N.T.S.
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**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'
APPROVAL OF AN INTENT TO FUND OF UP TO \$15,000,000 AND FIRST DRAW OF
\$12,000,000 FOR THE SPORTS FIELDS LED LIGHTING UPGRADE**

WHEREAS, the Williamson County Board of Education approved in November of 2025 their capital outlay needs for five years; and

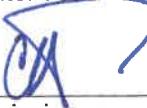
WHEREAS, there is a need to request **\$15,000,000** for the purpose of upgrading sports fields lighting to LED lighting; and

WHEREAS, the renovations will occur over a three-year period to minimize school disruption with the need for funding being split over those three years; and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an estimated total cost for this project of up to **\$15,000,000** as noted on the current five-year plan; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Board of County Commissioners meeting in regular session February 9, 2026, approve total funding of an amount not to exceed **\$15,000,000** for the renovations with the immediate need of funding of **\$12,000,000**;

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>10</u> Against <u>0</u> Pass _____ Out _____
Education Committee:	For _____ Against _____ Pass _____ Out _____
Budget Committee:	For <u>0</u> Against <u>5</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 OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'
APPROVAL OF AN INTENT TO FUND OF UP TO \$6,000,000 AND FIRST DRAW OF
\$4,000,000 FOR THE RENOVATION OF GRASSLAND MIDDLE SCHOOL**

WHEREAS, the Williamson County Board of Education approved in November of 2025 their updated capital outlay needs for five years including a request for additional renovations for Grassland Middle School totaling **\$6,000,000**; and

WHEREAS, the Williamson County Board of County Commissioners approved in May of 2025, \$1,000,000 to begin the renovations of Grassland Middle School; and

WHEREAS, there is a need to request and Intent to Fund of **\$6,000,000** for the purpose of awarding a bid for finishing renovating Grassland Middle School; and

WHEREAS, the renovations will occur over a two-year period to minimize school disruption with the need for funding being split over those two years; and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an **estimated** total cost for this project of up to **\$6,000,000** as noted on the current five-year plan; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Board of County Commissioners meeting in regular session on February 9, 2026, approve total funding of an amount not to exceed **\$6,000,000** for the renovations with the immediate need of funding of **\$4,000,000**;

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For 10	Against 0	Pass _____	Out _____
Education Committee:	For _____	Against _____	Pass _____	Out _____
Budget Committee:	For 4	Against 1	Pass _____	Out _____
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS'
APPROVAL OF AN INTENT TO FUND OF UP TO \$3,600,000 AND FIRST DRAW OF
\$1,800,000 FOR THE RENOVATION OF HILLSBORO K-8**

WHEREAS, the Williamson County Board of Education approved in November of 2025 their capital outlay needs for five years including a request for additional renovations for Hillsboro K-8 School totaling **\$3,600,000**; and

WHEREAS, the Williamson County Board of County Commissioners approved in May of 2025, \$3,000,000 to begin the renovations of Hillsboro K-8 School; and

WHEREAS, the renovations will occur over a two-year period to minimize school disruption with the need for funding being split over those two years; and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an **estimated** total cost for this project of up to **\$3,600,000** as noted on the current five-year plan; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Board of County Commissioners meeting in regular session February 9, 2026, approve total funding of an amount not to exceed **\$3,600,000** for the renovations with the immediate need of funding of **\$1,800,000**;

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>10</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Education Committee:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>
Budget Committee:	For <u>4</u>	Against <u>1</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION ACCEPTING DONATIONS ON BEHALF OF THE WILLIAMSON COUNTY
GENERAL SESSIONS DUI RECOVERY COURT AND APPROPRIATING AND AMENDING THE
2025-26 WILLIAMSON COUNTY GENERAL SESSIONS COURT BUDGET BY \$26,000.00 -
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 accepts them by majority vote; and

WHEREAS, the Williamson County General Sessions Court operates a DUI Recovery Court treatment program whose mission is to enhance public safety through the reduction of reoffending DUI offenses; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., formally the Restorative Justice Foundation, is a nonprofit entity which supports the Williamson County General Sessions DUI Recovery Court by securing funds and financial aid for the ongoing operation and possible expansion of the DUI Recovery Court treatment program; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc. desires to donate \$25,000.00, conditioned on the funds being used for DUI Recovery Court treatment programs and efforts; and

WHEREAS, the DUI Recovery Court also received a donation of \$1,000.00 from a private corporation; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous private donation and the donation from the DUI Court Foundation of Williamson County, Inc. on behalf of the DUI Recovery Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 9th day of February, 2026, accepts the generous private donation of \$1,000.00 and the generous donation of \$25,000.00 from the DUI Court Foundation of Williamson County, Inc. on behalf of the Williamson County General Sessions DUI Recovery Court to be used for the benefit of the Williamson County General Sessions DUI Recovery Court treatment program and that the 2025-26 General Sessions Court Budget be amended, as follows:

REVENUES:

Donations	\$26,000.00
(101.00000.486100.00000.00.00.00)	

Expenditures:

Contract with DUI Court-Donation	\$26,000.00
(101.53300.530902.00000.00.00.00)	


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety	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 C. Anderson, County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 COUNTY CLERK'S BUDGET BY \$100,000 FOR ADDITIONAL POSTAGE - REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS

WHEREAS, the local County Clerk's Office is responsible for the issuance of vehicle titles, certified marriage copies, business license copies as well as car tag online renewals and mailed copies; and,

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

WHEREAS, there is a need to increase the operating budget for the County Clerk's office to provide sufficient funding to offset the increase in the number of postage fees incurred by the office; and,

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

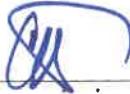
NOW, THEREFORE, BE IT RESOLVED, that the 2025-26 County Clerk's Office budget be amended, as follows:

REVENUES: \$100,000

Unappropriated County General Funds
(101.00000.390000.00000.00.00.00)

EXPENDITURES:

Postage \$100,000
(101.52500.534800.00000.00.00.00)


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 C. Anderson - County Mayor

Date

**AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO
EXCEED \$17,850,000 OF GENERAL OBLIGATION BONDS OF
WILLIAMSON COUNTY, TENNESSEE**

BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee (the "County") that for the purpose of providing funds for the (i) purchase, preparation and development of land for County courthouse facilities; (ii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); and (iii) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$17,850,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Williamson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$17,850,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

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

Jeff Whidby, County Clerk



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement Committee	For <u>0</u>	Against <u>4</u>
Budget Committee	For <u>5</u>	Against <u>0</u>

COMMISSION ACTION TAKEN: For Against Pass Out Abstain Absent

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 2-26-8

Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$17,850,000 OF GENERAL OBLIGATION BONDS OF WILLIAMSON COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, pursuant to Section 9-21-101, *et seq.*, Tennessee Code Annotated (the "Acts"), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects.

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide funds for the (1) purchase, preparation and development of land for County courthouse facilities; (2) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); and (3) payment of costs incident to the issuance and sale of the bonds authorized herein; and

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

WHEREAS, the Governing Body did on February 9, 2026 adopt an initial resolution proposing the issuance of general obligation bonds to finance the Projects, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$17,850,000 in aggregate principal amount of its general obligation bonds; and providing for the levy of a tax for the payment of debt service on such bonds.

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

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

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

(a) "Bonds" means not to exceed \$17,850,000 in aggregate principal amount of General Obligation Bonds, authorized herein;

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

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

(d) "County" shall mean Williamson County, Tennessee;

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

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

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

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

(i) "Federal Tax Certificate and Agreement" shall have the meaning ascribed in Section 11 hereof;

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

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

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

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

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

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed \$17,850,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "General Obligation Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

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

Date	Principal	Interest	Total P+I
04/01/2026	-	-	-
04/01/2027	-	660,879.38	660,879.38
04/01/2028	725,000.00	610,042.50	1,335,042.50
04/01/2029	740,000.00	593,367.50	1,333,367.50
04/01/2030	760,000.00	576,347.50	1,336,347.50
04/01/2031	775,000.00	558,867.50	1,333,867.50
04/01/2032	795,000.00	540,655.00	1,335,655.00
04/01/2033	815,000.00	521,575.00	1,336,575.00
04/01/2034	835,000.00	501,200.00	1,336,200.00
04/01/2035	855,000.00	479,907.50	1,334,907.50
04/01/2036	880,000.00	457,677.50	1,337,677.50
04/01/2037	900,000.00	434,357.50	1,334,357.50
04/01/2038	930,000.00	404,657.50	1,334,657.50
04/01/2039	965,000.00	373,037.50	1,338,037.50
04/01/2040	995,000.00	339,262.50	1,334,262.50
04/01/2041	1,035,000.00	302,945.00	1,337,945.00
04/01/2042	1,070,000.00	263,615.00	1,333,615.00
04/01/2043	1,115,000.00	218,140.00	1,333,140.00
04/01/2044	1,165,000.00	169,080.00	1,334,080.00
04/01/2045	1,220,000.00	116,655.00	1,336,655.00
04/01/2046	1,275,000.00	59,925.00	1,334,925.00
Total	\$17,850,000.00	\$8,182,194.38	\$26,032,194.38

Assumed TIC = 3.85%

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2036 shall mature without option of prior redemption and Bonds maturing April 1, 2037 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2036 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION BOND, SERIES 2026

Interest Rate: _____ Maturity Date: _____ Date of Bond: _____, 2026 CUSIP No.: _____

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on October 1, 2026, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____

, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2036 shall mature without option of prior redemption and Bonds maturing April 1, 2037 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2036 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

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

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

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

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

This Bond is one of a total authorized issue aggregating \$17,850,000 and issued by the County for the purpose of providing funds to purchase, prepare and develop land for County courthouse facilities and pay costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 *et seq.*, Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on February 9, 2026 (the “Resolution”).

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

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

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

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

WILLIAMSON COUNTY

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

(SEAL)

ATTESTED:

[Form of Bond – Do Not Sign]
County Clerk

Transferable and payable at the
principal corporate trust office of: _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

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

Section 8. Sale of Bonds.

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

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

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

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

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

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

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

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

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

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

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

Section 9. Disposition of Bond Proceeds.

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

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

Section 10. Official Statement: Continuing Disclosure Agreement.

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

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

Section 11. Federal Tax Matters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted and approved this _____ day of _____, 2026.



Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement Committee For 0 Against 4
Budget Committee For 5 Against 0

COMMISSION ACTION TAKEN: For Against Pass Out Abstain
Absent

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson,
County Mayor

Date

(GOBond Hill Property Purchase)

RESOLUTION NO. 2-26-9

Requested by: Budget Director

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF
COUNTY DISTRICT SCHOOL REFUNDING BONDS OF WILLIAMSON
COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR
THE PAYMENT OF DEBT SERVICE ON THE BONDS**

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its County District School Bonds, Series 2015A, dated June 11, 2015, and its County District School Bonds, Series 2016B, dated April 28, 2016 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, counties in Tennessee are authorized by Section 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue county district school refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the Director of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof to the County and submitted a report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of county district school refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Tennessee Code Annotated, as amended, Sections 9-21-101 et seq. and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the County District School Refunding Bonds authorized herein;

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

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Williamson County, Tennessee;

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

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

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

(h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

(i) "Governing Body" means the Board of County Commissioners of the County;

(j) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee;

(k) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;

(l) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(m) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit A, subject to such changes therein as shall be permitted by Section 11 hereof;

(n) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body; and

(o) "State Director" shall mean the Director of Local Government Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "County District School Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall not be subject to redemption at the option of the County prior to their stated maturities. If the County Mayor should adjust the terms of the Bonds to allow for optional redemption, and if less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds

outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

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

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

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

the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

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

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

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery,

courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

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

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

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

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

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL REFUNDING BOND, SERIES _____

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

Registered Owner: CEDE & CO.

Principal Amount:

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

be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

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

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

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

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

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

*Final Maturity

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

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

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to refund the County's outstanding [County District School Bonds, Series 2015A, dated June 11, 2015, maturing April 1, 2027 through April 1, 2035, inclusive, and its County District School Bonds, Series 2016B, dated April 28, 2016, maturing April 1, 2027 through April 1, 2036, inclusive], under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on February 9, 2026 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

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

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

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

WILLIAMSON COUNTY

BY: Form of Bond – Do Not Sign
County Mayor

(SEAL)

ATTESTED:

Form of Bond – Do Not Sign
County Clerk

Transferable and payable at the
designated corporate trust office of: _____
_____, _____

Date of Registration: _____

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

Registration Agent

By: Form of Bond – Do Not Sign
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more emissions, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(c) The County Mayor, in consultation with the Municipal Advisor, is further authorized with respect to each series of Bonds to:

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

(2) change the designation of the Bonds, or any emission thereof, to a designation other than "County District School Refunding Bonds" and to specify the series designation of the Bonds, or any emission thereof;

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

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) cause the Bonds to be subject to optional redemption and establish the redemption price; and

(6) sell the Bonds, or any emission thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as

otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the County's debt service savings objectives; and

(8) to determine an amount of lawfully available County funds, if any, to be applied to the payment of the principal of and accrued interest of the Refunded Bonds.

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

(e) The County Mayor is authorized to award the Bonds, or any emission thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

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

Section 9. Disposition of Bond Proceeds. The proceeds of the Bonds shall be applied by the County as follows:

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

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

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within

seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the Director of Accounts and Budgets, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an “arbitrage bond” within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County’s intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

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

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County’s Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For 5 Against 0
For _____ Against _____

COMMISSION ACTION TAKEN: For _____ Against _____ Pass _____ Out _____
Abstain _____ Absent _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

FORM OF REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2026 by and between Williamson County, Tennessee (the "County"), and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding [County District School Bonds, Series 2015A, dated June 11, 2015, maturing April 1, 2027 through April 1, 2035, inclusive, and its County District School Bonds, Series 2016B, dated April 28, 2016, maturing April 1, 2027 through April 1, 2036, inclusive] (collectively, the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its County District School Refunding Bonds, Series 2026, dated the date hereof (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, together with legally available funds of the County, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ _____ (consisting of \$ _____ derived from proceeds of the sale of the Refunding Bonds and \$ _____ derived from other available monies of the County).

DIVISION II

All right, title and interest of the County in and to the Government Obligations purchased with the funds described in Division I hereof and to all income, earnings and increment derived from or accruing to the Government Obligations.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Code” shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof;

“Escrow Property”, “escrow property” or “escrowed property” shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Obligations” shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof; and

“Written Request” shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

Section 1.02 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrow Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ _____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ _____ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of \$ _____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if

any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on _____, 2026. The Agent shall cause to be timely distributed to holders of the Outstanding Bonds a notice of redemption for such date, all in accordance with the resolutions authorizing the Outstanding Bonds.

ARTICLE III CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

Section 3.04 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

Section 3.05 Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 3.06 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

Section 3.07 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.08 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Williamson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.07. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.09 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.07 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.07. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

Section 3.10 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

Section 3.11 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a one-time fee of \$[redacted], payable at closing. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The provisions of this Section 3.11 shall survive the termination of this Agreement and the resignation or removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

ARTICLE IV
MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor
Williamson County
1320 W. Main Street, Suite 125
Franklin, Tennessee 37064

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized representative, all as of the day and date first above written.

WILLIAMSON COUNTY, TENNESSEE

By: FORM OF AGREEMENT - DO NOT SIGN
County Mayor

(SEAL)

FORM OF AGREEMENT - DO NOT SIGN
County Clerk

Escrow Agent

By: FORM OF AGREEMENT - DO NOT SIGN
Title: _____

[EXHIBITS A AND B TO ESCROW AGREEMENT TO BE ADDED UPON EXECUTION]

RESOLUTION NO. 2-26-10

Requested by: Budget Director

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF
GENERAL OBLIGATION REFUNDING BONDS OF WILLIAMSON COUNTY,
TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE
PAYMENT OF DEBT SERVICE ON THE BONDS**

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its General Obligation School Bonds, Series 2015A, dated June 11, 2015, General Obligation School and Public Improvement Bonds, Series 2015B, dated October 29, 2015 and its General Obligation Refunding Bonds, Series 2016A, dated March 10, 2016 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, Section 9-21-101 et seq., Tennessee Code Annotated, as amended, authorizes counties in Tennessee to issue refunding bonds to refund their previously issued bonds; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue general obligation refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the Director of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof to the County and submitted a report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of general obligation refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the General Obligation Refunding Bonds authorized herein;

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

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

(d) "County" shall mean Williamson County, Tennessee;

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

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

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

(h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

(i) "Governing Body" means the Board of County Commissioners of the County;

(j) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee;

(k) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;

(l) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(m) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit A, subject to such changes therein as shall be permitted by Section 11 hereof;

(n) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.; and

(o) "State Director" shall mean the Director of Local Government Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "General Obligation Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2026. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall not be subject to redemption at the option of the County prior to their stated maturities. If the County Mayor should adjust the terms of the Bonds to allow for optional redemption, and if less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as

provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

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

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting

transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

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

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

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

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

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

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

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

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION REFUNDING BOND, SERIES _____

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

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [October 1, 2026], and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the

obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

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

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

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

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of

each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

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

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

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or

denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to refund the County's outstanding [(i) General Obligation School Bonds, Series 2015A, dated June 11, 2015, maturing April 1, 2027 through April 1, 2035, inclusive, (ii) General Obligation School and Public Improvement Bonds, Series 2015B, dated October 29, 2015, maturing April 1, 2027 through April 1, 2030, inclusive and (iii) General Obligation Refunding Bonds, Series 2016A, dated March 10, 2016, maturing April 1, 2027 though April 1, 2029, inclusive], under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on February 9, 2026 (the "Resolution").

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

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

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

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

WILLIAMSON COUNTY

BY: Form of Bond – Do Not Sign
County Mayor

(SEAL)

ATTESTED:

Form of Bond – Do Not Sign
County Clerk

Transferable and payable at the
designated corporate trust office of:

Date of Registration: _____

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

Registration Agent

By: Form of Bond – Do Not Sign
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more emissions, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(c) The County Mayor, in consultation with the Municipal Advisor, is further authorized with respect to each series of Bonds to:

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

(2) change the designation of the Bonds, or any emission thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any emission thereof;

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

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) cause the Bonds to be subject to optional redemption and establish the redemption price; and

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

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the County's debt service savings objectives; and

(8) to determine an amount of lawfully available County funds, if any, to be applied to the payment of the principal of and accrued interest of the Refunded Bonds.

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

(e) The County Mayor is authorized to award the Bonds, or any emission thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

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

Section 9. Disposition of Bond Proceeds. The proceeds of the Bonds shall be applied by the County as follows:

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

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

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to

complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the Director of Accounts and Budgets, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

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

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this _____ day of _____, 2026.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For 5 Against 0
For _____ Against _____

COMMISSION ACTION TAKEN: For _____ Against _____ Pass _____ Out _____
Abstain _____ Absent _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

FORM OF REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2026 by and between Williamson County, Tennessee (the "County"), and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding [(i) General Obligation School Bonds, Series 2015A, dated June 11, 2015, maturing April 1, 2027 through April 1, 2035, inclusive, (ii) General Obligation School and Public Improvement Bonds, Series 2015B, dated October 29, 2015, maturing April 1, 2027 through April 1, 2030, inclusive and (iii) General Obligation Refunding Bonds, Series 2016A, dated March 10, 2016, maturing April 1, 2027 through April 1, 2029, inclusive] (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its General Obligation Refunding Bonds, Series 2026, dated the date hereof (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, together with legally available funds of the County, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ _____ (consisting of \$ _____ derived from proceeds of the sale of the Refunding Bonds and \$ _____ derived from other available monies of the County).

DIVISION II

All right, title and interest of the County in and to the Government Obligations purchased with the funds described in Division I hereof and to all income, earnings and increment derived from or accruing to the Government Obligations.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing

of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Code” shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof;

“Escrow Property”, “escrow property” or “escrowed property” shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Obligations” shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof; and

“Written Request” shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

Section 1.02 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrow Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ _____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ _____ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of \$ _____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government

Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on _____, 2026. The Agent shall cause to be timely distributed to holders of the Outstanding Bonds a notice of redemption for such date, all in accordance with the resolutions authorizing the Outstanding Bonds.

ARTICLE III CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

Section 3.04 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

Section 3.05 Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 3.06 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

Section 3.07 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as

published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.08 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Williamson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.07. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.09 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.07 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.07. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

Section 3.10 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

Section 3.11 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a one-time fee of \$[_____], payable at closing. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The

provisions of this Section 3.11 shall survive the termination of this Agreement and the resignation or removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

ARTICLE IV MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor
Williamson County
1320 W. Main Street, Suite 125
Franklin, Tennessee 37064

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized representative, all as of the day and date first above written.

WILLIAMSON COUNTY, TENNESSEE

By: FORM OF AGREEMENT - DO NOT SIGN
County Mayor

(SEAL)

FORM OF AGREEMENT - DO NOT SIGN
County Clerk

Escrow Agent

By: FORM OF AGREEMENT - DO NOT SIGN
Title: _____

[EXHIBITS A AND B TO ESCROW AGREEMENT TO BE ADDED UPON EXECUTION]

**RESOLUTION ACCEPTING A DONATION FROM FRIENDS OF WILLIAMSON COUNTY
ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2025-2026 ANIMAL
CENTER BUDGET
BY \$17,000 – 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 \$17,000 to be used for veterinary services;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of February 2026, 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		\$17,000

EXPENDITURE:

Veterinary Services		
101.55120.535700.00000.00.00.00		\$17,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u> </u>	Out <u>1</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 C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-2026 LIBRARY BUDGET
BY \$85,276.16 – REVENUES TO COME FROM DONATIONS AND CONTRIBUTIONS**

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

WHEREAS, the Williamson County Public Library has received donations from individuals and organizations and contributions from municipalities; and

WHEREAS, these funds have been donated within this fiscal year to appropriate in the 2025-2026 budget.

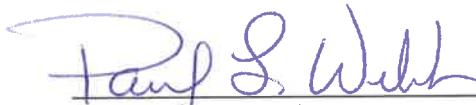
NOW, THEREFORE, BE IT RESOLVED, that the 2025 - 2026 Library Budget be amended, as follows:

REVENUES

Donations/City	101-00000-486102-00000-00-00-00	\$ 18,687.50
Donations/Friends	101-00000-486103-00000-00-00-00	\$ 66,000.00
Donation/Memorials	101-00000-486101-00000-00-00-00	\$ 588.66
		\$ 85,276.16

EXPENDITURES:

Library Books/Media	101-56500-543201-00000-00-00-00	\$ 74,276.16
Other Charges	101-56500-559901-00000-00-00-00	\$ 11,000.00
		\$ 85,276.16



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For _____ Against _____
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

LATE FILED Resolution No. 2-26-25

Requested by: Williamson County Health Director

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A 2025-2027 CONTRACTUAL AGREEMENT WITH THE STATE OF TENNESSEE FOR EDUCATIONAL POLICY AND INCREASING THE 2025-26 HEALTH DEPARTMENT BUDGET BY \$25,000

WHEREAS, the Tennessee Department of Health established an Educational Support Program to increase the quality of performance of employees in their duties and improve the quality of service to our citizens; and

WHEREAS, program support will be reimbursed to the County and subject to the approval of the Board of County Commissioners; and

WHEREAS, program support must be applicable to the public health field, and employee must maintain at least a "B" average while receiving tuition assistance; and

WHEREAS, tuition assistance includes two courses leading to a degree or a certificate, up to \$25,000 per year; and

WHEREAS, the employee will commit in writing to at least one year of continued service to the county following the last paid or time support semester.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, meeting in regular session this 9th day of February 2026, hereby authorizes the Williamson County Mayor to execute a grant contract with the Tennessee Department of Health as well as all other documents necessary to receive grant funding for the Educational Support Program; and,

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

REVENUES

Other State Grants	\$25,000.00
101.00000.469800.00000.00.00.00.G0099	

EXPENDITURES

Contracts w/Other Government Agencies	\$25,000.00
101.55110.530900.00000.00.00.00.G0099	

Dan S. Webb
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

(Amend Health Dept Educ Policy Grant Funds)

**WILLIAMSON COUNTY, TENNESSEE
DEPARTMENT OF HEALTH EDUCATIONAL SUPPORT POLICY**

PURPOSE

The purpose of this Policy is to establish approval criteria to provide for tuition assistance for Associate, Bachelor, Master, and Doctoral degree and certificate programs for employees within the Williamson County Department of Health ("Department"). This Policy shall only apply to employees of the Department who are employed by Williamson County. This Policy shall not apply to employees who work at the Department but who are employed by the State of Tennessee. The Policy also does not apply to contract workers.

DEFINITIONS

For the purpose of this Policy, the following definitions and examples apply.

"Program" refers to the Educational Support Program, which consists of opportunities for Department employees to receive educational tuition assistance, as further described in this Policy.

"Department" refers to the Williamson County, Tennessee Department of Health.

"County" refers to Williamson County, Tennessee.

POLICY

It shall be the policy of the Department to provide opportunities for education and training designed to increase the quality of performance of employees in their duties and responsibilities, as well as improve the quality of service to our citizens. The employee will commit in writing to at least one year of continued service to the County following the last paid or time supported semester of the Program. This Policy does not create a right. Program costs, when applicable, are subject to the approval of the County Board of Commissioners. The Program is subject to the appropriation of adequate funds from the State of Tennessee. Should adequate funds not be appropriated by the State, the Program shall terminate. The County may terminate this Program at any time and for any reason. In the event of termination of the Program, the current semester agreements will be honored.

Salary increases as a result of Program completion are subject to funding availability and any necessary approvals, such as by the Department Director, County Board of Commissioners, and/or the County Mayor. Potential salary increases should be discussed by the employee with the Department Director prior to approval of the application. Under no circumstances does participation in the Program guarantee a salary increase following the completion of the Program.

Approval Criteria:

1. For employees requesting tuition assistance, the education supported must be applicable to the public health field. This may include pre-requisite courses.
2. Employees requesting tuition assistance must have at least one year of employment with the County or the State and be in good standing with the Department.
3. Employees must maintain at least a "B" average in each course during the time they are receiving tuition assistance.
4. Tuition assistance includes two courses leading to a degree or a certificate, up to \$25,000 per year.

5. Tuition assistance in excess of \$5,250 per year will be subject to federal employment and income taxes as wages as prescribed by the Internal Revenue Service ("IRS") regulations and shall be added to the employee's regular tax withholding. The timing of the withholding is subject to the timing of payment, but will be conducted on a quarterly basis when possible, and may be processed over several paychecks to cover the amount required for withholding.
6. Tuition-associated fees such as registration fees or online course fees are included with tuition in costs the Program will cover. Non-tuition-associated fees shall not be covered.
7. In the event that an employee's participation in the Program violates the requirements of this Policy, the employee may be removed from the Program and required to reimburse the County for educational expenses paid on the employee's behalf up to and including the cost of tuition for each semester in which the employee was in violation of the Policy.

Procedures to Apply:

1. Employees must complete a tuition assistance application. The application is included in Appendix A.
2. Employees must submit a written one-time statement of 500 words or less addressing how tuition assistance would benefit their current position on the impact of their long-term career plans.
3. Employees must provide a complete course of study/curriculum and degree requirements at the time of application.
4. Employees must submit a tuition assistance application to the Department Director and the employee's supervisor. Such applications shall be filed in accordance with the following deadlines:
 - a. **May 15th** for the Fall Semester
 - b. **October 15th** for the Spring Semester
 - c. **February 15th** for the Summer Semester
5. Initial review of all requests will be the responsibility of the Department Director and the County Human Resources Department. The reviewers may consult with the employee's supervisor to confirm applicability to current position.
6. Final approval will be by the County Mayor. Employees will be notified by the Department Director in writing of approval or denial of the request.
7. If the application is approved, the Department Director will notify the Tennessee Department of Health Regional Human Resources Director, the Regional Budget Director, the County's Budget Director, and the County Human Resources Director of the applicant's participation in the Program.
8. Employees must obtain approval from the Department Director for each semester requested but do not need to re-complete the entire application.
9. Employees granted permission to participate in the Program will be required to sign an education contract and to submit applicable documentation of their enrollment in the academic courses.

APPENDIX A
Williamson County Department of Health
Tuition Assistance Application

Semester Requesting Assistance: Fall Spring Summer YEAR 2026

1. Applicant's Name: Bella Moharreri
2. Amount of tuition assistance requested (tuition including Program fees for two courses not covered by other grants, scholarships, or tuition assistance). Additional support up to \$25,000/year may also be requested.
3. Position Title: Health Educator
4. Assigned Division/Office: Williamson County Health Department - Office of Health Promotion
5. Work Phone: (615) 393-0188
6. Home Phone: (615) 218-2592
7. Home Address: 1001 Franklin Road, Brentwood, TN 37027
8. Education
 - a. Highest Level of Education Completed: Master of Public Health
 - b. Acceptance letter from University/Program of Study: X YES NO
 - c. If no, explain:
9. Service
 - a. Total years of service with the Williamson County Department of Health: 4.38 years
 - b. Total years of service with Williamson County Government, if different:
 - c. Date of last performance evaluation:
 - d. Overall rating on last performance evaluation:
10. Education Program Being Pursued
 - a. Education Level: Undergraduate X Graduate
 - b. Degree being pursued: PhD in Public Health
 - c. College/University: Tennessee State University
 - d. Status of application for admission: Accepted and In Progress
 - e. Anticipated date of enrollment (month/day/year): August 18, 2025
 - f. Anticipated date of completion (month/day/year): May 2029
11. Grants, Scholarships, or Subsidies
 - a. Will you utilize any grants, subsidies, or funding sources (other than this Program)?
 YES X NO
 - b. If yes, please list the source:
12. Taxable Benefits: By signing, the applicant acknowledges that the receipt of educational benefits in excess of \$5,250 per year will be subject to federal employment and income taxes as wages as prescribed by the Internal Revenue Service. The taxable portion of these benefits will be subject to withholding in the applicant's paycheck, potentially resulting in a considerably reduced paycheck or paychecks. The timing of the withholding is subject to the timing of payment, but will be conducted on a quarterly basis when possible, and may be processed over several paychecks to cover the amount required for withholding.
13. One Year Commitment: By signing, the applicant commits to at least one year of continued service to Williamson County following the last paid or time supported semester of the Program.

LAST ITEM ON PAGE
APPLICATION SIGNATURE PAGE TO FOLLOW

Rey M. Martinez
Applicant Signature

10/01/2025
Date

APPROVAL

Carment Jones
Williamson County Department of Health Director

10-15-2026
Date

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 February 1, 2026	End Date January 31, 2027	Agency Tracking # 34360-20927	Edison ID																																										
Grantee Legal Entity Name Williamson County Government			Edison Vendor ID 2780																																										
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number																																												
	Grantee's fiscal year end June 30																																												
Service Caption (one line only) Local Health Educational Support Reimbursement – Bella Moharreri																																													
Funding <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>26</td> <td></td> <td>\$10,000.00</td> <td></td> <td></td> <td>\$10,000.00</td> </tr> <tr> <td>27</td> <td></td> <td>\$15,000.00</td> <td></td> <td></td> <td>\$15,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$25,000.00</td> <td></td> <td></td> <td>\$25,000.00</td> </tr> </tbody> </table>				FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	26		\$10,000.00			\$10,000.00	27		\$15,000.00			\$15,000.00																			TOTAL:		\$25,000.00			\$25,000.00
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Grantee Selection Process Summary <table border="1"> <tr> <td><input type="checkbox"/> Competitive Selection</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Non-competitive Selection</td> <td>Tenn. Code Ann. 4-3-1803, 8-30-202, 8-30-203, 8-30-204, 8-30-205 TDHR Rule 1120-08</td> </tr> </table>				<input type="checkbox"/> Competitive Selection		<input checked="" type="checkbox"/> Non-competitive Selection	Tenn. Code Ann. 4-3-1803, 8-30-202, 8-30-203, 8-30-204, 8-30-205 TDHR Rule 1120-08																																						
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<input checked="" type="checkbox"/> Non-competitive Selection	Tenn. Code Ann. 4-3-1803, 8-30-202, 8-30-203, 8-30-204, 8-30-205 TDHR Rule 1120-08																																												
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.		CPO USE - GG																																											
<i>Eric Buckholz</i>																																													
Speed Chart (optional) HL00019065	Account Code (optional) 71301000																																												

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
WILLIAMSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Williamson County Government hereinafter referred to as the "Grantee," is for the provision of Educational Assistance Benefits as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2780

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions

- a. "Educational Programs": Associate, bachelor, master, and doctoral degree and certificate programs.
- b. "TDH Educational Support Policy" or "Policy": TDH Policy Number 16-4 including any appendices and subsequent revisions, amendments, or supplements thereto. A copy of the policy adopted on May 15, 2023, is attached as Attachment 1.

A.3. Service Goals

The Grantee shall establish an employee educational support program that provides approved county-employed local health department employees with educational leave and tuition assistance for Educational Programs.

A.4. Service Recipients

Service recipients shall include county-employed local health department employees who have been approved to receive educational leave and tuition assistance for Educational Programs. Employee requests for educational leave and tuition assistance benefits shall be approved in accordance with an educational support policy to be adopted for Grantee's local health department.

A.5. Service Description

- a. The Grantee shall:

- i. Within thirty (30) days of the Effective Date, have its local health department adopt an educational support policy that comports with each of the material terms of the TDH Educational Support Policy, including, without limitation, the Policy's:
 - A. procedures for applying for educational leave and tuition assistance;
 - B. criteria for approving employees who request educational leave and tuition assistance;
 - C. required service commitments for employees who receive educational leave and tuition assistance; and
 - D. tax obligations that participating employees may incur from accepting such tuition assistance and notification of whether any tax withholding by Grantee shall be made

Criteria for approving employees under the local educational support policy shall not impose requirements for participation that exceed those set forth in the TDH Educational Support Policy.

- ii. Within fifteen (15) days of receiving any revision, amendment, or supplementation of the TDH Educational Support Policy, revise, amend, or supplement the local educational support policy in accordance with changes to the TDH Educational Support Policy.
- iii. Pay tuition assistance directly to educational institutions offering Educational Programs in which employees are participating. No tuition assistance may be paid directly to local health department employees.
- iv. Ensure compliance with all federal and state laws, regulations, guidance, and policies regarding educational leave and use of educational support funds. Grantee shall reimburse State for amounts awarded in violation of any applicable laws, regulations, guidance, contract, or policies. During normal business hours, State may have access to and review records relating to the local educational support program and amounts awarded thereunder. State shall have full authority to determine issues relating to compliance with applicable laws, regulations, guidance, or policies and amounts subject to reimbursement.

b. The State shall:

- i. Provide funding to Grantee in support of an educational support program for county-employed local health department employees.
- ii. Provide Grantee with any revisions, amendments, or supplements to the TDH Educational Support Policy.

A.6. Service Reporting

a. Upon adoption of the local educational support policy referenced in Section A.5.a.i., Grantee shall submit a copy of the policy to:

Krista Smith
Krista.Smith2@tn.gov

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract.

A.9. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 John McGee, Grants Management Specialist
 Centers for Disease Control and Prevention
 Global Health Services Branch
 2939 Flowers Road
 Atlanta, GA 30341
 Email: qsj4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 3301 Independence Avenue, SW
 Cohen Building, Room 5527
 Washington, DC 20201
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371, Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

- A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2026 ("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.

B.1. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-Five Thousand Dollars (\$25,000.00 ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3, 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 (attachment 4) 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:

Reham.Gerges@tn.gov

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 Health, Community Health Services

(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.

(4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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 one percent (1%) 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 ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State (attachment 5).

- 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-L.I.L., "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:

Krista Smith, Contract Manager
 Department of Health, Community Health Services
 710 James Robertson Parkway
 Nashville, TN 37243
 Krista.Smith2@tn.gov
 Telephone #: (615)253.2609
 Fax #: N/A

The Grantee:

Rogers Anderson, County Mayor
 Williamson County Government
 1320 West Main Street
 Franklin, TN 37064-3700
 phoebe.reilly@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 6 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. 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.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY GOVERNMENT:



GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH

Dr. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

**WILLIAMSON COUNTY, TENNESSEE
DEPARTMENT OF HEALTH EDUCATIONAL SUPPORT POLICY**

PURPOSE

The purpose of this Policy is to establish approval criteria to provide for tuition assistance for Associate, Bachelor, Master, and Doctoral degree and certificate programs for employees within the Williamson County Department of Health ("Department"). This Policy shall only apply to employees of the Department who are employed by Williamson County. This Policy shall not apply to employees who work at the Department but who are employed by the State of Tennessee. The Policy also does not apply to contract workers.

DEFINITIONS

For the purpose of this Policy, the following definitions and examples apply.

"Program" refers to the Educational Support Program, which consists of opportunities for Department employees to receive educational tuition assistance, as further described in this Policy.

"Department" refers to the Williamson County, Tennessee Department of Health.

"County" refers to Williamson County, Tennessee.

POLICY

It shall be the policy of the Department to provide opportunities for education and training designed to increase the quality of performance of employees in their duties and responsibilities, as well as improve the quality of service to our citizens. The employee will commit in writing to at least one year of continued service to the County following the last paid or time supported semester of the Program. This Policy does not create a right. Program costs, when applicable, are subject to the approval of the County Board of Commissioners. The Program is subject to the appropriation of adequate funds from the State of Tennessee. Should adequate funds not be appropriated by the State, the Program shall terminate. The County may terminate this Program at any time and for any reason. In the event of termination of the Program, the current semester agreements will be honored.

Salary increases as a result of Program completion are subject to funding availability and any necessary approvals, such as by the Department Director, County Board of Commissioners, and/or the County Mayor. Potential salary increases should be discussed by the employee with the Department Director prior to approval of the application. Under no circumstances does participation in the Program guarantee a salary increase following the completion of the Program.

Approval Criteria:

1. For employees requesting tuition assistance, the education supported must be applicable to the public health field. This may include pre-requisite courses.
2. Employees requesting tuition assistance must have at least one year of employment with the County or the State and be in good standing with the Department.
3. Employees must maintain at least a "B" average in each course during the time they are receiving tuition assistance.
4. Tuition assistance includes two courses leading to a degree or a certificate, up to \$25,000 per year.

5. Tuition assistance in excess of \$5,250 per year will be subject to federal employment and income taxes as wages as prescribed by the Internal Revenue Service ("IRS") regulations and shall be added to the employee's regular tax withholding. The timing of the withholding is subject to the timing of payment, but will be conducted on a quarterly basis when possible, and may be processed over several paychecks to cover the amount required for withholding.
6. Tuition-associated fees such as registration fees or online course fees are included with tuition in costs the Program will cover. Non-tuition-associated fees shall not be covered.
7. In the event that an employee's participation in the Program violates the requirements of this Policy, the employee may be removed from the Program and required to reimburse the County for educational expenses paid on the employee's behalf up to and including the cost of tuition for each semester in which the employee was in violation of the Policy.

Procedures to Apply:

1. Employees must complete a tuition assistance application. The application is included in Appendix A.
2. Employees must submit a written one-time statement of 500 words or less addressing how tuition assistance would benefit their current position on the impact of their long-term career plans.
3. Employees must provide a complete course of study/curriculum and degree requirements at the time of application.
4. Employees must submit a tuition assistance application to the Department Director and the employee's supervisor. Such applications shall be filed in accordance with the following deadlines:
 - a. May 15th for the Fall Semester
 - b. October 15th for the Spring Semester
 - c. February 15th for the Summer Semester
5. Initial review of all requests will be the responsibility of the Department Director and the County Human Resources Department. The reviewers may consult with the employee's supervisor to confirm applicability to current position.
6. Final approval will be by the County Mayor. Employees will be notified by the Department Director in writing of approval or denial of the request.
7. If the application is approved, the Department Director will notify the Tennessee Department of Health Regional Human Resources Director, the Regional Budget Director, the County's Budget Director, and the County Human Resources Director of the applicant's participation in the Program.
8. Employees must obtain approval from the Department Director for each semester requested but do not need to re-complete the entire application.
9. Employees granted permission to participate in the Program will be required to sign an education contract and to submit applicable documentation of their enrollment in the academic courses.

APPENDIX A
Williamson County Department of Health
Tuition Assistance Application

1. Applicant's Name: Bella Mohanty
2. Amount of tuition assistance requested (tuition including Program fees for two courses not covered by other grants, scholarships, or tuition assistance). Additional support up to \$25,000/year may also be requested. 9 credit hours (3 classes) Graduate Maintenance \$4,713.00 - Total Paid 08/10/2028
3. Position Title: Health Educator
4. Assigned Division/Office: Williamson County Health Department
5. Work Phone: (615) 794-1542
6. Home Phone: (615) 216-2592
7. Home Address: 1001 Franklin Road, Brentwood, TN 37027
8. Education
 - a. Highest Level of Education Completed: Master of Public Health (May 2019)
 - b. Acceptance letter from University/Program of Study: X YES NO
 - c. If no, explain:
9. Service
 - a. Total years of service with the Williamson County Department of Health: 3.21 years
 - b. Total years of service with Williamson County Government, if different:
 - c. Date of last performance evaluation:
 - d. Overall rating on last performance evaluation:
10. Education Program Being Pursued
 - a. Education Level: Undergraduate X Graduate
 - b. Degree being pursued: Doctorate in Public Health
 - c. College/University: Tennessee State University
 - d. Status of application for admission: Accepted/Enrolled
 - e. Anticipated date of enrollment (month/day/year): 09/19/2028
 - f. Anticipated date of completion (month/day/year): 05/2029
11. Grants, Scholarships, or Subsidies
 - a. Will you utilize any grants, subsidies, or funding sources (other than this Program)?
 YES X NO
 - b. If yes, please list the source:
12. Taxable Benefits: By signing, the applicant acknowledges that the receipt of educational benefits in excess of \$5,250 per year will be subject to federal employment and income taxes as wages as prescribed by the Internal Revenue Service. The taxable portion of these benefits will be subject to withholding in the applicant's paycheck, potentially resulting in a considerably reduced paycheck or paychecks. The timing of the withholding is subject to the timing of payment, but will be conducted on a quarterly basis when possible, and may be processed over several paychecks to cover the amount required for withholding.
13. One Year Commitment: By signing, the applicant commits to at least one year of continued service to Williamson County following the last paid or time supported semester of the Program.

LAST ITEM ON PAGE
APPLICATION SIGNATURE PAGE TO FOLLOW



Bella Marini

Applicant Signature

August 27, 2025

Date

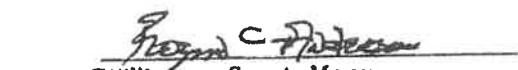
APPROVAL



Camille Jones
Williamson County Department of Health Director

9. 30. 2025

Date



Roger C. Cooper
Williamson County Mayor
10/7/25

Date

ATTACHMENT 2

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)	NE11OE000082-01
Federal award date	4/5/2023
Subaward Period of Performance Start and End Date	12/01/2022 - 11/30/2027
Subaward Budget Period Start and End Date	12/01/2022 - 11/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.967
Grant contract's begin date	2/1/2026
Grant contract's end date	1/31/2027
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$47,219,639.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	2Q23 TN PH INFRASTRUCTURE
Name of federal awarding agency	CENTERS FOR DISEASE CONTROL
Name and contact information for the federal awarding official	Lakita Reid - wt19@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Leslie Meehan - Leslie.Meehan@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 3

GRANT BUDGET				
Williamson County Ed Asst - Bella Moharreri				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	BEGIN: 2/1/26	END: 1/31/27		
	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	\$25,000.00	0.00	\$25,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	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	\$25,000.00	0.00	\$25,000.00

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 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/general-services/procurement/central-procurement-office--cpo--library-.html>).

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

ATTACHMENT 3

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Williamson County Ed Asst - Bella Moharreri	\$25,000.00
TOTAL	\$25,000.00

ATTACHMENT 3

GRANT BUDGET				
Williamson County Ed Asst - Bella Moharreri				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	BEGIN: 2/1/26	END: 6/30/26		
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	\$10,000.00	0.00	\$10,000.00	
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00	
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	\$10,000.00	0.00	\$10,000.00	

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 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/general-services/procurement/central-procurement-office--cpo--library-.html>).

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

ATTACHMENT 3

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Williamson County Ed Asst - Bella Moharreri	\$10,000.00
TOTAL	\$10,000.00

ATTACHMENT 3

GRANT BUDGET				
Williamson County Ed Asst - Bella Moharreri				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	BEGIN: 7/1/26		END: 1/31/27	
	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	\$15,000.00	0.00	\$15,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	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	\$15,000.00	0.00	\$15,000.00

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 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.

ATTACHMENT 3

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Williamson County Ed Asst - Bella Moharreri	\$15,000.00
TOTAL	\$15,000.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY				
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #	
EDISON CONTRACT #				
EDISON VENDOR #		EDISON ADDRESS LINE #	VOUCHER #	
NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE			INVOICE NUMBER	
			INVOICE DATE	
			INVOICE PERIOD	
			FROM	TO
Edison Vendor #			CONTRACT PERIOD	
CONTRACTING STATE AGENCY			FROM	TO
Tennessee Department of Health			CONTACT PERSON/TELEPHONE NO.	
PROGRAM AREA				
OCR CONTRACT NUMBER			FOR CENTRAL OFFICE USE ONLY	
BUDGET LINE ITEMS	TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	SPEEDCHART NUMBER:
				USERCODE:
Salaries				PROJECT ID:
Benefits				AMOUNT:
Professional Fee/Grant & Award				
Supplies				
Telephone				
Postage & Shipping				
Occupancy				
Equipment Rental & Maintenance				
Printing & Publications				
Travel/Conferences & Meetings				
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL		\$0.00	\$0.00	\$0.00

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for medical services
 non-medical service

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title: _____

Title: _____
Date: _____

Title: _____
Date: _____

Title: _____

ATTACHMENT 4

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
- Schedule B, and
- Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
SAC

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
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Attachment 5

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430

Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431

Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

2 CFR Part 200.474
Form 990 Part IX line 13

Line 8

Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

2 CFR Part 200.465
Form 990 Part IX line 16

Line 9

Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

2 CFR Part 200.452
Form 990 Part IX line 13

Line 10

Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)
Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)
Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)
Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)
Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

2 CFR Part 200.447
Form 990 Part IX line 23

Line 15

Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1
Form 990 Part IX line 1

Line 16

Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456
Form 990 Part IX line 2

Line 17

Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436
Form 990 Part IX line 22

Line 18

Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

2 CFR Part 200.1

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

2 CFR Part 200.455

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

2 CFR Part 200.462

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

2 CFR Part 200.463

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

2 CFR Part 200.470

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

2 CFR Part 200.454

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20

Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Par X line 10a or Schedule D Part VI

Line 21

Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22

Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23

Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24

In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25

Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

**PROGRAM REVENUE REPORT AND RECONCILIATION
BETWEEN TOTAL PROGRAM AND REIMBURSABLE
EXPENSES
SCHEDULE B**

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

- Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

**NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND
REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1**

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

**TOTAL EXPENSE SUMMARY REPORT
Schedule C**

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE PROGRAM EXPENSE REPORT			
Schedule A		Page # of # Pages:	
Contractor/Grantee Name: _____		Report Period: _____	
Contracting State Agency: Program Name: _____		A	
Assistance Listing Number/Program Number: Edison Contract Number: _____		B	
Grant/Contract Term: _____			
Line Item #	Expense By Object	Quarter To Date	Year To Date
1	Salaries and Wages	0.00	0.00
2	Employee Benefits & Payroll Taxes	0.00	0.00
3	Total Personnel Expenses	0.00	0.00
4	Professional Fees	0.00	0.00
5	Supplies	0.00	0.00
6	Postage and Shipping	0.00	0.00
7	Occupancy	0.00	0.00
8	Equipment Rental and Maintenance	0.00	0.00
9	Printing and Publications	0.00	0.00
10	Travel	0.00	0.00
11	Conferences and Meetings	0.00	0.00
12	Interest	0.00	0.00
13	Insurance	0.00	0.00
14	Grants and Awards	0.00	0.00
15	Specific Assistance to Individuals	0.00	0.00
16	Depreciation	0.00	0.00
17	Other Non-personnel Expenses; (list details in a-d)	0.00	0.00
a		0.00	0.00
b		0.00	0.00
c		0.00	0.00
d		0.00	0.00
18	Total Non-personnel Expenses	0.00	0.00
19	Reimbursable Capital Purchases	0.00	0.00
20	Total Direct Program Expenses	0.00	0.00
21	Administrative Expenses	0.00	0.00
22	Total Direct and Administrative Expenses	0.00	0.00
23	In-Kind Expenses	0.00	0.00
24	Total Program Expenses	0.00	0.00

STATE OF TENNESSEE Programmatic Performance Report								
Schedule A-Q1-Q4		Page <u>1</u> of <u>0</u> Pages		Report Period:				
Contractor/Grantee Name: <input type="text"/>								
Contracting State Agency: <input type="text"/>		Program Name: <input type="text"/>						
Assistance Listing Number/Project Number: <input type="text"/>		Editor Contract Number: <input type="text"/>						
Grant/Contract Term: <input type="text"/>								
		A						
Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages						0.00	0.00
2	Employee Benefits & Payroll Taxes						0.00	0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00		0.00	0.00
4	Professional Fees						0.00	0.00
5	Supplies						0.00	0.00
6	Equipment, furniture and supplies						0.00	0.00
7	Occupancy						0.00	0.00
8	Equipment Rental and Maintenance						0.00	0.00
9	Printing and Publications						0.00	0.00
10	Travel						0.00	0.00
11	Conferences and Meetings						0.00	0.00
12	Interest						0.00	0.00
13	Insurance						0.00	0.00
14	Grants and Awards						0.00	0.00
15	Specific Assistance to Individuals						0.00	0.00
16	Depreciation						0	0
17	Other Non-personnel Expenses: (See details in a-d)						0.00	0.00
a							0.00	0.00
b							0.00	0.00
c							0.00	0.00
d							0.00	0.00
18	Total Non-personnel Expenses	0.00	0.00	0.00	0.00		0.00	0.00
19	Reimbursable Capital Purchases						0.00	0.00
20	Total Direct Program Expenses	0.00	0.00	0.00	0.00		0.00	0.00
21	Administrative Expenses						0.00	0.00
22	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00		0.00	0.00
23	In-Kind Expenses						0.00	0.00
24	Total Program Expenses	0.00	0.00	0.00	0.00		0.00	0.00
25								

**STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Contractor/Grantee Name:

Page # of # Pages:
Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

A

B

Line Item #	Expense By Object
1	Salaries and Wages
2	Employee Benefits & Payroll Taxes
3	Total Personnel Expenses
4	Professional Fees
5	Supplies
6	Postage and Shipping
8	Occupancy
9	Equipment Rental and Maintenance
10	Printing and Publications
11	Travel
12	Conferences and Meetings
13	Interest
14	Insurance
15	Grants and Awards
16	Specific Assistance to Individuals
17	Depreciation
18	Other Non-personnel Expenses: (List details in a-d)
a	
b	
c	
d	
19	Total Non-personnel Expenses
20	Reimbursable Capital Purchases
21	Total Direct Nongrant Expenses
22	Administrative Expenses
23	Total Direct Nongrant and Administrative Expenses
24	In-Kind Expenses
25	Total Nongrant Expenses

	Quarter To Date	Year To Date
1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	0.00	0.00
9	0.00	0.00
10	0.00	0.00
11	0.00	0.00
12	0.00	0.00
13	0.00	0.00
14	0.00	0.00
15	0.00	0.00
16	0.00	0.00
17	0.00	0.00
18	0.00	0.00
19	0.00	0.00
20	0.00	0.00
21	0.00	0.00
22	0.00	0.00
23	0.00	0.00
24	0.00	0.00
25	0.00	0.00

	Quarter To Date	Year To Date
1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	0.00	0.00
9	0.00	0.00
10	0.00	0.00
11	0.00	0.00
12	0.00	0.00
13	0.00	0.00
14	0.00	0.00
15	0.00	0.00
16	0.00	0.00
17	0.00	0.00
18	0.00	0.00
19	0.00	0.00
20	0.00	0.00
21	0.00	0.00
22	0.00	0.00
23	0.00	0.00
24	0.00	0.00
25	0.00	0.00

STATE OF TENNESSEE
TENNESSEE UNIVERSAL SERVICE AUTHORITY

Schedule A-1-Q1-Q4

Contractor/Grantee Name: _____

Contracting State Agency: _____

Program Name: _____

Assistance Listing Number/Program Number: _____

Edition Contract Number: _____

Grant/Contract Term: _____

Page # of # Pages: _____

Report Period: _____

A

Line Item #	Expenses By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00	0.00	0.00
2	Employee Benefits & Payroll Taxes					0.00	0.00	0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00	0.00	0.00
5	Supplies					0.00	0.00	0.00
6	Postage and Shipping					0.00	0.00	0.00
7	Delivery					0.00	0.00	0.00
8	Equipment Rental and Maintenance					0.00	0.00	0.00
9	Printing and Publications					0.00	0.00	0.00
10	Travel					0.00	0.00	0.00
11	Conferences and Meetings					0.00	0.00	0.00
12	Interest					0.00	0.00	0.00
13	Insurance					0.00	0.00	0.00
14	Grants and Awards					0.00	0.00	0.00
15	Specific Assistance to Individuals					0.00	0.00	0.00
16	Depreciation					0.00	0.00	0.00
17	<u>Other Non-personnel Expenses:</u> (List details in a-d)					0.00	0.00	0.00
a						0.00	0.00	0.00
b						0.00	0.00	0.00
c						0.00	0.00	0.00
d						0.00	0.00	0.00
18	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Reimbursable Capital Purchases					0.00	0.00	0.00
20	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	Administrative Expenses					0.00	0.00	0.00
22	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	In-Kind Expenses					0.00	0.00	0.00
24	Total Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES**

Schedule B

Contractor/Grantee Name: _____

Page # of # Pages: _____
Report Period: _____

Line Item #	Sources Of Revenue	Quarter To Date		Year To Date	
		Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

Revised 09/09/2023

**STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Contractor/Grantee Name: _____

Page # of # Pages: _____
Report Period: _____

Line Item #	Sources Of Revenue	Quarter To Date		Year To Date	
		A	B	A	B
31	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Nongrant Funds (equals line 55)	0.00	0.00	0.00	0.00
34	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
Reconciliation Between Total and Reimbursable Expenses					
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date	0.00	0.00	0.00	0.00
57	Difference (line 55 minus line 56)				
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

Revised 09/09/2023

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment, Furniture and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a		0.00			0.00
b		0.00			0.00
c		0.00			0.00
d		0.00			0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	Total Expenses	0.00	0.00	0.00	0.00

Revised 09/box/2023

Annual (Final) Report

- 1. Grantee Name:**
- 2. Grant Contract Edison Number:**
- 3. Grant Term:**
- 4. Grant Amount:**
- 5. Narrative Performance Details:** (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)

Submit one to:

Jenny Crane, Contract Manager, Community Health Services jenny.crane@tn.gov; and
fa.audit@tn.gov, TN Department of Finance and Administration

Resolution No. 2-26-12

Requested by: Williamson County Purchasing

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

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

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

WHEREAS, the Board of Commissioners has determined that the property and equipment listed on Attachment A, which is attached hereto, is unneeded or unusable and as such is declared surplus; and

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

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this 9th day of February, 2026, finding the property and equipment listed on Attachment A is surplus, obsolete, or unusable in its current condition, declares the property and equipment surplus and authorizes the Williamson County Purchasing Agent to dispose of the property and equipment at auction or by other permissible means.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property 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

ATTACHMENT A

February 2026 Auction Items

ASSET	DESCRIPTION	SERIAL/PARCEL	Dept
Capital Assets County Auction			
5251	SCREENING PLANT #271B-304	P048110	SANI
11667	02 FIRE TRUCK	1FVABXBS62HK93921	SFTY
13203	08 FORD EXPEDITION .	1FMFU16578LA33008	HWY
14264	06 DODGE DURANGO 4X4	1D4HB38N26F177091	PMGT
14562	12 FORD F250 CREW TRK / TOTALED	1FT7W2B64CEA48683	HWY
14908	13 FORD EXPLORER	1FM5K8B88DGB08070	ANML
15354	95 GMC 3500 TRUCK	1GDKC34F0SJ521793	SHER
15412	14 DODGE DURANGO	1C4RDJAG6EC323200	IT
15949	15 FORD F250	1FT7W2B61FEC03209	JAIL
16068	14 DODGE CHARGER	2C3CDXAGXEH362186	ANML
16078	14 DODGE DURANGO	1C4RDJFG0EC972788	SHER
16125	15 FORD TRUCK F250 4WD	1FT7W2B6XFEC55616	SHER
16239	15 CHEVY VAN / WRECK	1GCWGGCF7F1210953	PMGT
16508	15 DODGE CHARGER	2C3CDXAG1FH902011	SHER
16513	15 DODGE DURANGO	1C4RDJFG8FC953603	SHER
16515	15 DODGE DURANGO	1C4RDJFG1FC953605	SHER
16517	15 DODGE DURANGO	1C4RDJFG5FC953607	SHER
17348	13 CHEVY EQUINOX / SILVER	2GNFLCEK7D6327481	SHER
17452	16 DODGE CHARGER	2C3CDXAG7GH347437	SHER
17459	16 DODGE CHARGER	2C3CDXAG4GH347444	SHER
17462	16 DODGE CHARGER	2C3CDXAGXGH347447	SHER
17471	17 DODGE DURANGO	1C4RDJFG3HC615268	SHER
17476	16 DODGE RAM 1500 TRUCK	1C6RR7XT7GS409589	SHER
18079	18 CHEVY TAHOE	1GNSKEKC2JR278183	SHER
18192	18 DODGE DURANGO	1C4RDJFG1JC330185	SHER
18193	18 DODGE DURANGO	1C4RDJFG3JC323867	SHER
18237	18 DODGE DURANGO	1C4RDJFG4JC317074	SHER
18248	18 CHEVY TAHOE	1GNSKDEC5JR331108	SHER
18351	18 DODGE DURANGO	1C4RDJFG2JC395160	SHER
18503	18 DODGE DURANGO	1C4RDJFG7JC330188	SHER
18536	18 DODGE DURANGO	1C4RDJFG7JC346066	SHER
18537	18 DODGE DURANGO	1C4RDJFG0JC346068	SHER
18608	SEEDER	3214	PMGT
18745	19 DODGE DURANGO	1C4RDJFGXKC711390	SHER
18765	19 DODGE DURANGO	1C4RDJFG1KC711391	SHER
25353	20 DODGE DURANGO	1C4SDJFT2LC302266	SHER
25362	20 DODGE DURANGO	1C4SDJFTXL309840	SHER
25389	20 DODGE DURANGO	1C4RDJFG6LC309853	SHER
25496	20 FORD EXPLORER	1FM5K8AB1LGC15229	SHER
25497	20 FORD EXPLORER	1FM5K8AB9LGC52464	SHER
25507	21 AMBULANCE / E450SD / WRECKED	1FDXE4FN5MDC06421	SFTY
26631	21 DODGE DURANGO	1C4RDJFG6MC792813	SHER
26862	23 FORD EXPLORER	1FM5K8AB7PGA80733	SHER
	2016 Hyundai Elantra	5NPDH4AE4GH749053	Risk
	2018 Honda Pilot	5FNYF5H54JB009348	Risk
Controllable Assets County Auction			
4727	TRAILER / GOOSENECK	4DSGC2026VS001551	SHER
4810	TRAILER / GOOSENECK WITH TWO RAMPS	4DSFC2021VS002246	PMGT
5877	GATOR	W004X2X034120	PREC
6624	MICROSCOPE	950960	HLTH
7358	CUTTER / BUSH HOG / MX10	WOMX10E003938	AGPK
7531	GATOR	W004X2X068519	SANI
8688	GATOR/UTILITY 6X4 DIESEL	VG06X4D026797	PMGT

11450	TRACTOR / CASE INTERNATIONAL	17838788	SHER
11670	94 CHEVY SUBURBAN	1GNEC16K1RJ393274	SFTY
11676	89 FIRE TRUCK RESERVE / FORD / R211	1FDYD80V5KVA57031	SFTY
11682	FIRE TRUCK	1FDYD80U0GVA21769	SANI
11906	PHONE / RESCUE THROW		SHER
11990	PROJECTOR / IN CLOSET	5501337FA	HUMR
11997	MOWER	TC0757B044775	ANML
12192	FOUR WHEELER / ATV / WHITE	478TE1407TA824275	SHER
12193	MOWER	543841	JAIL
14297	TRAILER / FOR FLAT BOTTOM BOAT / BLACK	W38XDD00928009	SHER
15663	PROJECTOR / GUN RANGE	UBZK4300545	SHER
17662	BOAT / INFLATABLE / BROKEN	00081A717	SHER
18521	BOAT / FLAT BOTTOM / GRAY / ON 14297	MAK012231172	SHER

Vehicles Awarded by the Courts - PROCEEDS TO GO INTO THE DRUG FUND

none	2003 Ford Explorer Sport Trac -White	1FMZU77EX3UA88473	SHER
none	2003 Mercedes SS5 - Black	WDBNG74J33A361832	SHER
none	2006 Chrysler PT Cruiser - Gray	3A4FY58B16T210778	SHER
none	2009 Chevrolet Silverado - White	1GCHC53K99F169321	SHER
none	2009 LEXUS ES250- Burgundy	JTHBK262795091502	SHER
none	2014 Chevrolet Impala - White	2G1WB5E30E1118400	SHER

VARIOUS FURNITURE

PICTURES

OFFICE SUPPLIES

SAFE

LOST AND FOUND ITEMS

20 YARD BARN DOOR DUMPSTER

30 YARD DUMPSTER

BOOKS

DVDS

3 PALLETS OF SUBFLOORING

AUDIO EQUIPMENT

AOC FRONT SIGN

FRONT LOAD DUMPSTERS (2)

Miscellaneous Items

HP PLOTTER PRINTER

Capital Assets Ritchason Auction

3171	90 GMC 4X4 ONE TON #71	1GDHK34K3LE551102	HWY
3249	99 DUMP TRUCK #78	4VHSCBJFOXN519449	HWY
3280	TRACK DRILL / INGERSOLL RAND #101	R8709EF	HWY
3285	AIR COMPRESSOR-DRILL ING #112	P9324C34	HWY
3302	03 STERLING LT9500 DUMP #35	2FZHAZCV83AL87176	HWY
5958	VOLVO A25C 6X6 #90	5350V61469	SANI
11802	JD TRACTOR #138	L06420P438196	HWY
11803	JD TRACTOR #137	L06420P438131	HWY
12267	07 RED DIESEL DUMP TRUCK #54	2FZMAZCVX7AX42515	HWY
13227	TRACTOR W/ BUSHHOG JD #45	L06230H555220	HWY
13423	LOADER W/ DOZER 08 CATERPILLAR #69	GCP01203	SANI
17660	18 DUMP TRUCK WESTERN STAR	5KKHAXDV0JPJL8305	SANI
17661	18 DUMP TRUCK WESTERN STAR	5KKHAXDV2JPJL8306	SANI
18052	18 ROLL OFF TRUCK WESTERN STAR	5KKHAXDV3JLY9692	SANI
25128	WHEEL LOADER / DOOSAN	CWLBJ010751	SANI

Controllable Assets Ritchason Auction

5960	BUSHHOG / ROTARY CUTTER #77	1205803	SANI
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ASSET	DESCRIPTION	SERIAL/PARCEL	Dept
16141	2015 Ford Van	1FMZK1YM5FKA59486	TMA
17133	2016 Ford Van	1FBZX2YM7GKB52561	TMA
17134	2016 Ford Van	1FBZX2YM9GKB52562	TMA
17501	2017 Toyota Van	5TDKZ3DC0HS774732	TMA
13221	Gator John Deere	M0HE0PA040440	Sheriff

Resolution No. 2-26-13
Requested by: Sheriff's Office

RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF VARIOUS LAW ENFORCEMENT RELATED EQUIPMENT TO HICKMAN COUNTY, TENNESSEE AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE

WHEREAS, *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey used or surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

WHEREAS, the Sheriff's Office requests the Williamson County Board of Commissioners to surplus various law enforcement tactical carriers, ballistic plates, and placards having no use in the civilian market and no longer used by the Sheriff's Office, and to authorize the donation of the surplus equipment to Hickman County, Tennessee; and

WHEREAS, Hickman County agrees to use the equipment for a public purpose and will accept the equipment "as is"; and

WHEREAS, the Board of Commissioners has determined that the equipment specifically referenced herein is unneeded and as such is declared surplus and donated to Hickman County, Tennessee; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the law enforcement tactical carriers, ballistic plates, and placards and authorizes the Williamson County Mayor to execute all documentation needed to donate and convey the equipment on behalf of the Williamson County Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of February, 2026 on behalf of the Williamson County Sheriff's Office, surpluses 126 carriers, 214 expired ballistic plates, and 214 "Sheriff" placards with accessories, if any, that are no longer used by the Sheriff's Office, and authorizes the Williamson County Mayor to execute all documentation necessary to donate and convey the equipment "as is" to Hickman County, Tennessee conditioned on the equipment being used for a public purpose.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u> </u> Against <u> </u>
Property 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 No. 2-26-14
Requested by: Animal Center

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH BOOP VETS ON BEHALF OF THE WILLIAMSON COUNTY
ANIMAL CENTER**

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property pursuant to *Tennessee Code Annotated, Sections 5-7-116*, and *7-51-901 et. seq.*; and

WHEREAS, Boop Vets is a non-profit entity which desires to lease space at the Williamson County Animal Center (“WCAC”) facility for operation of a non-profit veterinary clinic to provide necessary veterinary services to animals at reduced costs to owners who cannot afford the services; and

WHEREAS, WCAC has identified space that Boop Vets could use without interfering with WCAC’s operations; and

WHEREAS, the lease agreement will be for an initial one (1) year term with the option to extend for four (4) additional one (1) year terms for the lease of space in the WCAC facility; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a lease agreement with Boop Vets for space in the WCAC facility located at 1006 Grisby Hayes Court, Franklin, TN:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of February, 2026, hereby authorizes the Williamson County Mayor to execute the lease agreement with Boop Vets and all other documentation needed to lease space in the Williamson County Animal Center located at 1006 Grisby Hayes Court in Franklin, as further described in the attached agreement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee: For _____ Against _____
Property Committee: For _____ Against _____
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. 2-26-15
Requested by: Juvenile Judge Guffee

**A RESOLUTION ESTABLISHING COMPENSATION FOR A PART-TIME
JUVENILE COURT MAGISTRATE POSITION**

WHEREAS, Tennessee Code Annotated, Section 37-1-107(a)(1) a judge of a juvenile court may appoint one or more individuals licensed to practice law as a magistrate; and

WHEREAS, with the increase in Williamson County's population, the Juvenile Court's case load has increased considerably; and

WHEREAS, the magistrate selected by the Juvenile Judge must be licensed to practice law in Tennessee and will serve at the pleasure of the Judge conditioned on the Board of Commissioners approving the compensation rate for the magistrate position; and

WHEREAS, the magistrate is permitted to hear cases and shall have the same powers as the Judge to issue any and all processes at the direction of the Juvenile Judge for matters that are within the juvenile court's jurisdiction; and

WHEREAS, the Juvenile Judge defines the compensation rate, subject to the approval of the county legislative body:

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of February 2026, pursuant to the authority granted by Tennessee Code Annotated, Section 37-1-107(a), fixes and approves the compensation rate defined by the Juvenile Judge for individuals licensed to practice law that are appointed as a Juvenile Court Magistrate at a rate of Sixty-Nine and 71/100 Dollars (\$69.71) per hour;

BE IT FURTHER RESOLVED, that the Board of Commissioners will approve the compensation rate for future budget years through the adoption of the annual operating budget.

AND BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its passage, the health, welfare, and safety of the citizens of Williamson County requiring it.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee For 4 Against 0

Law Enforcement/Public Safety For _____ Against _____

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. 2-26-16
Requested by: Williamson County Mayor

A RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO CHANGE INVESTMENT COMPANIES FOR WILLIAMSON COUNTY'S LENGTH OF SERVICE AWARDS PROGRAM THAT IS ADMINISTERED BY THE VOLUNTEER FIREMEN'S INSURANCE SERVICE

WHEREAS, fire protection and emergency response services in the unincorporated area of Williamson County are provided by volunteer fire and emergency response nonprofit entities;

WHEREAS, Williamson County has a Length of Service Awards Program (LOSAP) that is designed to recruit, retain, and reward volunteer firefighters for their service to the community; and

WHEREAS, Williamson County's LOSAP is operated by the Volunteer Firemen's Insurance Service (VFIS) who participates in certain group annuity funds that are overseen by the Tennessee Department of Treasury; and

WHEREAS, to ensure that Williamson County and its LOSAP participants are being best served by the current annuity provider, the County Risk Manager solicited the VFIS to determine whether there are any other investment companies that provide better benefits and services; and

WHEREAS, upon completion of its vetting, VFIS recommends Williamson County to transfer the assets currently held by Legacy Hartford Life Group to National Life Group to obtain substantial cost savings while maintaining the same level of benefits; and

WHEREAS, after due consideration, the Board of Commissioners finds it in the interest of its citizens and the volunteer fire and rescue members to transfer all assets maintained in its LOSAP account;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of February 2026, affirms Williamson County's contractual relationship with Volunteer Firemen's Insurance Service and authorizes VFIS to transfer all LOSAP assets from the Legacy Hartford Life Group to National Life Group with the intent of obtaining cost savings to the program; and

BE IT FURTHER RESOLVED, that the County Mayor is hereby expressly authorized to execute all agreements and related documents needed to transfer the assets maintained in the Williamson County LOSAP to National Life Group and to take such other action as necessary and appropriate to effectuate Williamson County's participation in the VFIS.

AND BE IT FURTHER RESOLVED, that this Resolution is effective upon adoption, the welfare of Williamson County, Tennessee requiring it.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Purchasing and Insurance	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 No. 2-26-17
Requested by: Parks & Recreation

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
LICENSE AGREEMENT WITH BEAMAN TOYOTA TO GRANT NAMING RIGHTS
CONCERNING THE COUNTY'S NEVCO LED AQUATIC VIDEO/TIMING BOARD**

WHEREAS, Williamson County, Tennessee ("County") recently accepted a generous donation of a NEVCO LED Aquatic Video/Timing Board ("Timing Board") from Excel Aquatics, Inc. conditioned on the Timing Board being installed at the Indoor Sports Complex; and

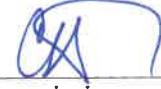
WHEREAS, the cost to purchase the donated Timing Board was originally donated to Excel Aquatics from Beaman Toyota but was originally attributed to Toyota of Cool Springs; and

WHEREAS, Beaman Toyota has requested authorization to include its name on the Timing Board, provided that such inclusion does not lessen or detract from the board's intended functionality; and

WHEREAS, Williamson County is authorized to grant a license to Beaman Toyota in return for a fair rate to permit Beaman Toyota to be named on the Timing Board; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a license agreement to grant Beaman Toyota the authority to list its name on the Timing Board as further described in the attached rendering and license agreement:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of February, 2026, authorizes the Williamson County Mayor to execute a license agreement with Beaman Toyota to grant permission to list its name on the NEVCO LED Aquatic Video/Timing Board for a fair rate subject to the limitations contained in said agreement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u> </u> Against <u> </u>
Parks and Recreation 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 No. 2-26-19
Requested by: Commissioner Petty

RESOLUTION CREATING A WILLIAMSON COUNTY FIRE RESCUE TASK FORCE TO STUDY CURRENT AND FUTURE FIRE PROTECTION NEEDS IN WILLIAMSON COUNTY

WHEREAS, Williamson County is responsible for providing timely and effective emergency medical services and fire protection to all residents of the County; and

WHEREAS, the Williamson County Board of Commissioners has recognized three volunteer departments to provide fire protection for the fourteen fire districts covering the unincorporated areas of the County and for the Town of Thompson's Station; and

WHEREAS, the County's volunteer fire departments have experienced increasing difficulty retaining volunteer firefighters to staff stations and respond to emergencies, resulting in concerns regarding long-term sustainability, response capability, and adequate coverage; and

WHEREAS, the County must be prepared to consider options including the hiring of career firefighters, construction of new fire stations, and the development of long-term funding strategies to ensure sufficient fire protection and emergency response resources; and

WHEREAS, it is in the best interest of Williamson County to undertake a comprehensive evaluation of fire service needs, and to develop recommendations for sustainable, effective, and equitable service delivery for the future:

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 9th day of February 2026, by a majority vote, establishes the Williamson County Fire Rescue Task Force subject to the following terms:

Section 1. Creation of Task Force.

There is hereby created the **Williamson County Fire Rescue Task Force** ("Task Force") to conduct a comprehensive study of current and future fire protection needs within Williamson County. The Task Force shall elect a chairman, vice-chairman, and secretary at its first meeting. The Task Force may create rules of procedures and for the distribution of minutes from prior meetings.

Section 2. Scope of Work. The duties and responsibilities of the Task Force to study, analysis and provide recommendations to the County Commission concerning fire and emergency response services in Williamson County to include but shall not be limited to the following:

1. **Volunteer fire service sustainability**, including recruitment, retention, and operational capacity.
2. **The feasibility of transitioning to career firefighters**, in whole or in part, including cost projections, staffing models, and recommended implementation timelines.
3. **Desired levels of fire protection and prevention activities** including response times, ISO ratings, water supply, public education, and other applicable factors.
4. **Sustainable funding mechanisms and options** for both operational and capital costs of fire protection.
5. **Location, cost, and necessity of potential new fire stations** in unincorporated areas.
6. **Long-range planning** anticipating population growth, evolving threats and hazards, building construction, and other factors impacting fire protection as well as possible funding options.

Section 3. Membership.

The Task Force shall consist of:

- Two members of the Williamson County Commission, appointed by the Chair;
- A Williamson County resident who resides in the unincorporated area, is not a volunteer firefighter, nor is a county government employee;
- The Williamson County Director of Public Safety;
- The Williamson County Emergency Medical Services Chief or designee;
- The Williamson County Fire Coordinator; and
- The Williamson County Mayor or designee.
 - The Task Force may include an employee of the University of Tennessee County Technical Advisory Service (CTAS) depending on the availability through CTAS Nothing herein shall restrict the Task Force from requesting assistance or guidance from CTAS.

Section 4. Reporting Requirements.

The Task Force shall provide an initial report and recommendations to the County Commission **no later than February 8, 2027**, with a final report submitted **no later than April 1, 2027**, so as to inform budget planning for the next fiscal year.

Section 5. Fiscal Impact Statement

The formation of the Task Force is expected to have minimal direct fiscal impact, consisting primarily of administrative and staff support.

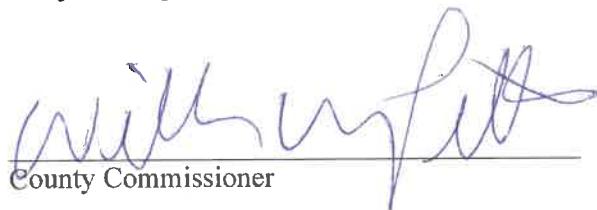
Matters concerning substantial long-term financial considerations will be included in the report and shall include but not be limited to the following:

- Conversion from volunteer to paid firefighters;
- Acquisition of fire and EMS apparatus and equipment;
- Construction of additional fire and EMS stations; and,
- Changes to the existing funding model for supporting fire protection needs.

A fiscal analysis concerning any recommendations will be presented within the Task Force's final report. This Task Force shall dissolve upon acceptance of the final report by the County Commission.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5* Against 0 *Defer until September 2026
Law Enforcement/Public Safety Committee: For 4* Against 0 *Defer until September 2026

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

Jeff Whidby County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS
REQUESTING REVIEW AND AMENDMENT OF TENNESSEE'S COMPREHENSIVE
GROWTH PLAN AND ANNEXATION STATUTES TO ADDRESS COUNTY
CONCERN RELATED TO ANNEXATION AND GROWTH MANAGEMENT**

WHEREAS, on September 1, 1998, the Tennessee General Assembly enacted Public Chapter 1101, codified in Tennessee Code Annotated § 6-58-101-118 et seq., commonly known as the Comprehensive Growth Plan; and

WHEREAS, the Act sought to address disputes regarding municipal annexation and create coordinated growth planning between counties and municipalities; and

WHEREAS, Public Chapter 1101 required counties and their associated municipalities to jointly adopt growth plans by December 31, 2000, through local coordinating committees, or face sanctions from the state; and

WHEREAS, the growth plans were to identify, among other things, territory that is reasonably compact yet sufficiently large to accommodate anticipated residential and nonresidential growth to occur during the next twenty (20) years, based on historical experience, economic trends, population growth patterns, and topographical characteristics; and

WHEREAS, municipalities were required to designate Urban Growth Boundaries (UGBs) within which they anticipated growth would occur, and were generally restricted to annexing property within those boundaries and contiguous to existing city limits; and

WHEREAS, in 2014 Public Chapter 707 amended Title 6, Chapter 51 which generally eliminated the authority of municipalities to annex property by ordinance and instead allowing annexation by Resolution at the request or consent of the property owner(s), provided the property lay entirely within a municipality's UGB; and

WHEREAS, in 2017 Public Chapter 399 amended Tennessee Code Annotated Section 6-51-104 allowing municipalities to annex property that is noncontiguous to existing city limits, as long as the property lay entirely within the municipality's UGB; and

WHEREAS, the original intent of Public Chapter 1101 was to reduce conflict between counties and municipalities over annexation and avoid corridor and checkerboard annexations; and

WHEREAS, over the last twenty-five (25) years, and particularly following the 2017 amendment, there has been increased conflict between counties and municipalities regarding annexation practices; and

WHEREAS, the Comprehensive Growth Plan has been used in ways that have enabled noncontiguous and piecemeal annexations that undermine coordinated growth management, fiscal sustainability, and county planning authority; and

WHEREAS, Williamson County has experienced significant residential growth, placing increased demands on county-funded infrastructure, public safety, education, and essential services; and

WHEREAS, municipalities have increasingly utilized the amended provisions of Tennessee Code Annotated Title 6, Chapters 51 and 58 to expand residential development in ways that impose substantial costs on county services, without adequate county oversight or approval; and

WHEREAS, the Board of Commissioners finds that these annexations and growth pressures create ongoing fiscal and service burdens on county residents and government; and

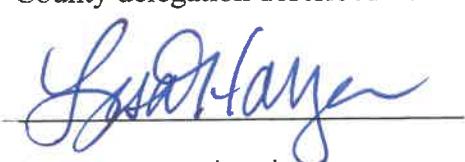
WHEREAS, Williamson County's legislative delegation to the Tennessee General Assembly includes:

- Senator Jack Johnson (State Senate District 23), representing most of Williamson County; [Tennessee General Assembly](#)
- Representative Gino Bulso (State House District 61); and

- **Representative Jake McCalmon (State House District 63); and**
- **Representative Lee Reeves (State House District 65); and**
- **Representative Todd Warner (State House District 92); and**
- **Senator Joey Hensley (State Senate District 28) (whose district includes portions of the county).**

NOW, THEREFORE, BE IT RESOLVED BY THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS at its regular meeting on this the 9th day of February, 2026, the Williamson County Board of Commissioners respectfully requests the Tennessee General Assembly and its Williamson County delegation to consider the following:

1. Review Tennessee Code Annotated, Section 6-58-101, et. seq (the Comprehensive Growth Plan law) to remove any ambiguities with the requirements of Tennessee Code Annotated, Section 6-51-101, et. seq (the Municipal Annexation statutes);
2. Revise Tennessee Code Annotated, Section 6-58-104 to include additional County local government representation on the Growth Plan Coordinating Committee;
3. Require municipalities to provide written, mailed notice to the property owner of each property considered for inclusion in an Urban Growth Boundary, with sufficient notice for the property owner to participate in the public hearings required by Tennessee Code Annotated, Section 6-58-106;
4. Prohibit the inclusion of a property in an Urban Growth Boundary without the consent of the property owner and require the removal of property from the Urban Growth Boundary if requested by the property owner;
5. Amend Tennessee Code Annotated, Section 6-51-104(d) to repeal the authority of municipalities to annex territory that does not adjoin the boundary of the main part of the municipality and prohibit annexation of property not adjoining the existing municipal boundaries, within or outside of the Urban Growth Boundary;
6. Revise Tennessee Code Annotated, Section 6-51-102 to:
(1) require municipalities to include more detailed information in the Plan of Services for the services listed in the current Section 6-51-102, (2) include a detailed and specific timeframe in which these services will be provided, and (3) include data on the impact on the school system(s) and on the adjacent roadways that will not be annexed and remain in the county. These impact studies should include an estimated impact to those services resulting from the proposed annexation based upon the annexed territory developing in accordance with any applicable land use plan or other planning documents approved by the municipality;
7. Require that a proposed Plan of Service be reviewed by and commented upon by the county legislative body prior to adoption by the municipality; and where the impact studies determine that county infrastructure will be impacted, the county legislative body must approve the Plan of Service prior to approval of the annexation resolution by the municipality;
8. If an annexation resolution proposes to annex territory that is adjacent to a county roadway, then the municipality must be required to annex the county road and maintain the roadway;
9. Any other amendments which will assist the County legislative body to fully understand the fiscal impact of a proposed annexation to the County residents and property owners, both within and outside of the municipal boundary of the annexing municipality; and
10. That this Resolution be forwarded to the Governor of the State of Tennessee, the Speaker of the Tennessee House of Representatives, the Speaker of the Tennessee Senate and Williamson County delegation described herein.



County Commissioner



County Commissioner

COMMITTEE REFERRED TO AND ACTION TAKEN:

Tax Study Committee: For: _____ Against: _____

Property Committee: For: _____ Against: _____

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

**RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO ACQUIRE A
RESCUE/TACTICAL ARMORED VEHICLE CONDITIONED ON USING THE EQUIPMENT
FOR A PUBLIC PURPOSE AND IN ACCORDANCE WITH APPLICABLE LAW**

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

WHEREAS, the Williamson County Sheriff's Office is in need of equipment for search and rescue incidents; and

WHEREAS, there are several items contained on a Prohibited or Controlled Equipment List which local law enforcement entities may seek possession of and use; and

WHEREAS, the Sheriff's Office is in need of a rescue/tactical armored vehicle for disaster-related emergency response, active shooter scenarios, hostage, and other related purposes which is available through the program; and

WHEREAS, the County received a Security Grant which requires approval from the local legislative body to obtain equipment from the Prohibited or Controlled Equipment list; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize Williamson County to obtain a rescue/tactical armored vehicle on behalf of the Williamson County Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of February, 2026, hereby authorizes the Williamson County Mayor to obtain a rescue/tactical armored vehicle from the Prohibited or Controlled Equipment List on behalf of the Williamson County Sheriff's Office, conditioned on the County using the vehicle in accordance with all applicable FEMA requirements and applicable law;

BE IT FURTHER RESOLVED, any equipment received by the Sheriff's Office through the Prohibited or Controlled Equipment List shall not be used to infringe upon any right held by a Williamson County citizen, notwithstanding any use needed to mitigate eminent danger to life;

AND BE IT FURTHER RESOLVED, that the Board of Commissioners hereby approves the Williamson County Sheriff's Office to pursue a rescue/tactical armored vehicle conditioned on not being utilized in a manner that violates the United States Constitution and the State of Tennessee's Constitution.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	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

RESOLUTION NO. 2-26- 22

Requested by: Commissioner Hayes

**A RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS
TO INITIATE A REQUEST FOR PROPOSALS (RFP) AND RETAIN AN INDEPENDENT CONSULTING
FIRM TO ADVISE THE COUNTY COMMISSION REGARDING POTENTIAL TRANSACTIONS INVOLVING
WILLIAMSON HEALTH**

WHEREAS, Williamson Health operates is a public hospital owned Williamson County, and the Williamson County Board of Commissioners bear statutory responsibility for overseeing county-owned property, assets, and financial commitments;

WHEREAS, any potential sale, lease, affiliation, or change in control of Williamson Health would represent one of the most significant financial and policy decisions ever considered by the Williamson County government's history;

WHEREAS, the Hospital Board has retained its own consultant, Kaufman Hall, to provide financial and strategic guidance on planning and potential transactions;

WHEREAS, the County Commission maintains a separate, independent fiduciary duty to the Williamson taxpayers, distinct from the operational and governance duties of the Hospital Board;

WHEREAS, fulfilling this independent fiduciary duty demands access to objective expertise and analysis that remains free from influence, alignment, or dependence on the Hospital Board, its consultants, or its legal counsel;

WHEREAS, five (5) Commissioners simultaneously serve on both the Williamson County Board of Commissioners and the Williamson Health Board of Trustees, creating a potential conflict of interest that may compromise-or appear to compromise-their impartiality in providing direction or voting on related Commission matters due to divided loyalties or prior Hospital Board involvement;

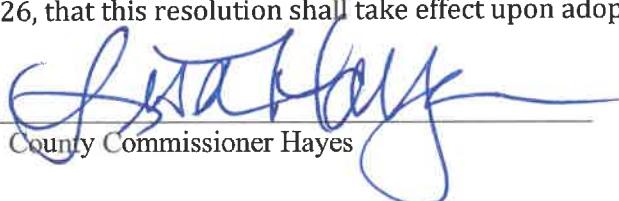
WHEREAS, all Commissioners are expected to conduct themselves professionally, uphold their fiduciary duties, and abstain from advising, participating in, or voting on matters where a conflict of interest exists or reasonably appears to exist, to preserve public trust and unbiased decision-making;

WHEREAS, a Commission-led RFP process, with safeguards to exclude dual-service Commissioners from oversight, mitigates these concerns and supports sound governance;

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Board of Commissioners that:

1. The Williamson County Board of Commissioners hereby authorizes an RFP to retain an independent consultant expert in healthcare transaction advisory services to advise the Commission on potential strategic transactions of Williamson Health.
2. The consultant's scope of work may include independent review of financial analyses, valuations, structures, taxpayer risks, debt, and long-term impacts.
3. The RFP and engagement shall report directly to the Williamson County Board of Commissioners or its designated committee.
4. By majority vote, the Commission shall appoint a five (5) member oversight committee of Commissioner for the RFP, excluding Commissioners who serve on the Williamson Health Board of Trustees to avoid conflicts of interest. Any contract requires full Commission approval per law and Commission rules.
5. This resolution expresses no preference regarding any specific transaction.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session, this 9th day of February 2026, that this resolution shall take effect upon adoption, the public welfare requiring it.



County Commissioner Hayes

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study Committee	For _____	Against _____		
Property Committee	For _____	Against _____		
Budget Committee	For <u>1</u>	Against <u>4</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT
BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION &
WILLIAMSON COUNTY FOR A TRASH COLLECTING GRANT FOR FISCAL YEAR 2025-26**

WHEREAS, Williamson County intends to apply for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation; and,

WHEREAS, the contract for 2025-26 will impose certain legal obligations upon Williamson County; and,

WHEREAS, the proposed 2025-26 County General budget reflects revenues and expenditures totaling \$98,700 for this program of which \$29,610 is required to be used for litter education; and

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Williamson County, meeting in regular session this the 9th day of January, 2026, that the County Mayor of Williamson County is authorized to apply on behalf of Williamson County for a Litter and Trash Collecting Grant for 2025-26 from the Tennessee Department of Transportation; and,

BE IT FURTHER RESOLVED, upon State approval of said application by the Tennessee Department of Transportation, the County Mayor of Williamson County is authorized to execute contracts or other necessary documents and/or subsequent amendments, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Williamson County.



County Commissioner – Chas Morton

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfct/Public Safety Cmte.	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 C. Anderson, 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 July 1, 2025	End Date June 30, 2026	Agency Tracking # 40100-51662	Edison ID 89180																																												
Grantee Legal Entity Name Williamson County			Edison Vendor ID 2780																																												
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number																																														
	Grantee's fiscal year end																																														
Service Caption (one line only) FY26 Williamson County Litter Grant																																															
Funding — <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FY</th> <th style="text-align: left;">State</th> <th style="text-align: left;">Federal</th> <th style="text-align: left;">Interdepartmental</th> <th style="text-align: left;">Other</th> <th style="text-align: right;">TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">2026</td> <td style="text-align: left;">\$98,700.00</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$98,700.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$98,700.00</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$98,700.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2026	\$98,700.00				\$98,700.00																									TOTAL:	\$98,700.00				\$98,700.00
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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) TX00364276	Account Code (optional)																																														

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

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

Grantee Edison Vendor ID # 000002780

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 participate in the TDOT Litter Grant Program by performing litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.
- A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zones in accordance with the current Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- A.4. Litter pickup and prevention education operations shall be conducted by the Grantee in accordance with program guidelines as listed in the current TDOT Litter Grant Program manual, a copy of which is available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 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 Ninety Eight Thousand Seven Hundred dollars (\$ 98,700.00) ("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:

TDOT Litter Grant Program
 Local Programs and Community Investments Division
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave, 12th Floor
 Nashville, TN 37243-0333

Or

Via electronic transmission to:
 TDOT.HBO.Invoices@tn.gov

- 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 Transportation, Local Programs and Community Investments
 - (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 ninety (90) 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:

Steve Allen, Director
 TDOT Local Programs & Community Investments Division
 312 Rosa L. Parks Ave, 12th Floor
 Nashville, TN 37243-0333
 Steve.allen@tn.gov

Antonia.hayes@tn.gov
 Victoria.x.cooper@tn.gov
 TDOT.HBO.Invoices@tn.gov
 Telephone # (615) 741-0059

The Grantee:

Mr. Rogers C. Anderson, Williamson County Mayor
 Williamson County Mayor
 Williamson County
 1320 W. Main
 Franklin, TN 37064
 countymayor@williamsoncounty-tn.gov
 Telephone: 615-790-5700
 FAX: 615-790-5818

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. The Grantee agrees that it will spend a minimum amount of Twenty Nine Thousand Six Hundred Ten dollars (\$29,610.00) for education in the prevention of litter. No line-item changes may result in a decrease in the education allotment specified above. Allowable education expenses include

training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Will Reid, Commissioner

DATE

**LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE

GRANT BUDGET				
LITTER PICKUP & PREVENTION EDUCATION				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	BEGIN: JULY 1, 2025		END: JUNE 30, 2026	
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$69,090.00	0.00	\$69,090.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	0.00	\$ 0.00
	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	\$29,610.00	0.00	\$29,610.00
	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	\$98,700.00	0.00	\$98,700.00

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-ll/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo--library-.html>).

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

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Required litter prevention education amount.	\$29,610.00
TOTAL	\$29,610.00