



SUMNER COUNTY COMMISSION

355 N. Belvedere Drive – Room 111
Gallatin, Tennessee 37066-5410

Commissioners

Terry Moss – 1st

Terry Wright – 2nd

Mark Harrison – 3rd

Dillon Lamberth – 4th

Darrell Rogers – 5th

David Klein – 6th

Danny Sullivan – 7th

Baker Ring – 8th

Dr. Mary Genung – 9th

Benjamin Harris – 10th

Kevin Pomeroy – 11th

Deborah Holmes – 12th

Terri Boyt – 13th

Dr. Jamie Teachenor – 14th

J. Wes Wynne – 15th

Jeremy Mansfield – 16th

Robert Brown III – 17th

Don Schmit – 18th

Shannon Burgdorf – 19th

Merrol Hyde – 20th

Jerry Becker – 21st

Matthew Shoaf – 22nd

Tim Jones – 23rd

Chrissi Miller – 24th

The following minutes are included in this packet:

General Operations.....August 11

Legislative Committee.....August 10

Old Courthouse Ad Hoc.....July 30 & August 27

Volunteer Fire Ad Hoc.....August 13 & 25

**MINUTES
GENERAL OPERATIONS COMMITTEE
BEN HARRIS, CHAIRMAN
August 11, 2026**

Present:

Ben Harris, Chairman
Dr. Mary Genung
David Klein
Tim Jones
Don Schmit

Absent:

J. Wes Wynne, Vice-Chairman
Darrell Rogers

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Scott Shamrock, Projects and Grant Specialist
Jennifer Mitchell, minute taker

Chairman Harris brought the special called meeting of the General Operations Committee to order with an invocation by Comm. Schmit on Tuesday, August 11, 2026, at 6:30 p.m. in the Sumner County Administration Building. Chairman Harris declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Schmit moved, seconded by Comm. Jones, to approve the agenda. The motion carried unanimously.

4. Recognition of the Public.

Laura Baigert of 424 AB Wade Road, Portland expressed appreciation for the options being considered and stated her support for the quitclaim deed option. She expressed concern that a lease could create difficulties for the nonprofit in obtaining grants or financing and encouraged the Committee to move forward with the quitclaim deed.

Jim Latimer, 1578 Latimer Lane, Hendersonville, thanked the Committee for allowing the public to address the matter. He recognized William Brown's role in making the property available and spoke about the historical significance of the Latimer House, including its connections to the Revolutionary War and Tennessee's early history. He encouraged the Committee to reach a resolution and preserve the property.

Mike McClard of 102 Tioga Trail, Hendersonville urged the Committee to move forward with the project and stated that the matter should be completed in order to honor William Brown's wishes.

Kevin Bairget of 424 AB Wade Road, Portland expressed support for the quitclaim deed option. He specifically recommended that the deed identify the property as the Latimer House to provide a clearer connection between the historic property and its Revolutionary War history. He encouraged the Committee to move the project forward.

Gina Mansfield of 113 Luna Lane, Hendersonville addressed the Committee regarding the preservation of the Latimer House. She expressed concerns regarding transparency, accountability, delays, and the condition and preservation of the historic property. She stated that the public deserved greater transparency and accountability and requested that the Committee approve the quitclaim of the Latimer House to the Friends of the Latimer House, along with the associated funds and interest, so the property could be restored and preserved.

Steven King of 123 Wynland Circle, Goodlettsville identified himself as a Sumner County Board of Education member representing District Five and a member of the Latimer House Ad Hoc Committee. He stated that his constituents supported restoration of the Latimer House and spoke in favor of the proposed quitclaim deed to the Friends of the Latimer House nonprofit.

5. Old Business.

There was no old business.

6. New Business.

- a. Brown Property Proposal
 - i. Quitclaim Deed Option
 - Original draft
 - Commissioner Jones draft

Comm. Jones moved, seconded by Comm. Schmit, to approve the revised quitclaim deed.

Comm. Jones read the resolution for the quitclaim deed.

The proposed resolution was discussed in detail. The revised proposal included:

- Conveyance of the historic Latimer House and the former William Brown life-estate parcel to the Friends of the Latimer House at the William and Martha Brown Park.
- Preservation restrictions requiring the property to remain dedicated to the preservation, maintenance, and operation of the historic Latimer House.
- A requirement that the property remain available for public use and enjoyment.

- Restrictions against commercial, residential development, industrial use, or other uses inconsistent with the preservation of the property.
- A reverter provision allowing the property to revert to Sumner County if specified conditions are violated.
- Requirement for Sumner County Commission approval before the property could be sold, transferred, mortgaged, leased, assigned, or otherwise conveyed.
- A permanent easement for ingress and egress to provide legal access to the property.
- A provision addressing acceptance of Wolfpack Way into the county road system.
- Transfer of the remaining balance of the restricted Brown fund to the nonprofit, subject to restrictions, accounting, reporting, and reversion provisions.
- Completion of a survey establishing the boundaries of the former life-estate parcel.
- Execution of the necessary documents by the County Mayor.

Discussion was held regarding the proposed 50-foot easement. It was explained that 50 feet is generally consistent with access requirements used by the Planning Commission and could also provide an opportunity for parking while maintaining adequate emergency access.

Comm. Genung moved, seconded by Comm. Klein, to amend to put forward the lease agreement as a second option. After discussion, Comm. Genung withdrew her amendment.

The Law Director Eric Sitler advised that the property description would need to be established by survey and incorporated into the final quitclaim deed. It was further clarified that the County Commission could move the resolution forward while the final deed and survey were being completed, with the Board of Education required to participate because the property is jointly owned of record.

Comm. Jones read the quitclaim deed.

The Committee also discussed revisions to the deed language, including clarification that the property could not be used for commercial or residential development and that the historic house could not be demolished, materially altered, relocated, or destroyed except as necessary for restoration or preservation.

The Committee voted unanimously to approve the Quitclaim Deed resolution and Quitclaim Deed and send it to full Commission as the first agenda item under the General Operations report.

- ii. Lease Option
 - Original draft
 - Commissioner Jones draft

Comm. Jones moved, seconded by Comm. Genung, to approve the lease agreement as item 2 under the General Operations report on the Commission agenda.

After discussion, all motions were withdrawn.

Comm. Jones moved, seconded by Comm. Klein, to approve the lease agreement as item 2 under the General Operations report on the Commission agenda. After discussion, the motion carried unanimously.

iii. Restricted Fund Agreement

The agreement was described as the mechanism necessary to transfer the remaining restricted funds to the Friends of the Latimer House while maintaining the restrictions associated with William Brown's bequest.

The proposed agreement includes provisions concerning permitted uses, preservation restrictions, accounting and reporting requirements, nonprofit status, reversion of funds upon default, and notice to the Tennessee Attorney General.

Comm. Klein moved, seconded by Comm. Genung, to approve pending review by legal and finance. The motion carried unanimously.

After discussion, Comm. Klein moved, seconded by Comm. Jones, to allow the as-built work to be completed and then suspend further architectural work until the quitclaim deed or lease and the related fund transfer arrangements have been approved and executed. The motion carried unanimously.

7. Recognition of the Public Non-Agenda Items.

Kevin Baigert of 424 AB Wade Road, Portland stated that he was cautiously optimistic regarding the progress made during the meeting and expressed hope that the matter would continue moving forward.

8. Adjournment. Upon motion of Comm. Schmit and seconded by Comm. Jones, the Committee adjourned at 7:51 p.m.

Sign-In Sheet

COMMITTEE NAME: _____

DATE: _____

DATE_____

Name	Address	Agenda Item to be Discussed
✓ Laura Burgett	424 Absward Rd	
✓ SIM LATIMER	1578 LATIMER LN	BROWN HOUSE
✓ MIKE McCLARA	1027 ZOGA AVE	" "
✓ KEVIN BRIGGS	424 AB WADE RD	Brown House
✓ Gina Mansfield	113 Lyra Lane	
✓ Anthony Jones	434 Up Station Dr OK	
✓ Steven King	123 Wylands Circle - Goodlettsville	Brown House

Date: _____

STATE OF TENNESSEE
Sumner County
Board of County Commissioners
RESOLUTION No. _____

TITLE: A RESOLUTION AUTHORIZING THE CONVEYANCE OF THE HISTORIC LATIMER HOUSE AND THE FORMER WILLIAM BROWN LIFE ESTATE PARCEL TO THE FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK BY RESTRICTED QUITCLAIM DEED PURSUANT TO T.C.A. § 12-2-501; AUTHORIZING A PERMANENT ACCESS EASEMENT; ACCEPTING WOLFPACK WAY AS A COUNTY ROAD; APPROVING A RESTRICTED FUND ADMINISTRATION AGREEMENT AND THE TRANSFER OF THE BROWN RESTRICTED FUND; AND ADOPTING GUIDELINES PURSUANT TO T.C.A. § 5-9-109(b).

WHEREAS William I. Brown, by Last Will and Testament executed October 1, 2015, and Codicil No. 1 executed March 17, 2016, left the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) to Sumner County, Tennessee to be kept in a restricted fund for the exclusive purpose of the “establishment, promotion, ongoing support, and maintenance of the William and Martha Brown Park at 212 Hunters Lane, Hendersonville, Tennessee with the historic home currently situated thereon being permanently maintained by the County as the park’s centerpiece;” and

WHEREAS this Board, by Resolution 2410-15 adopted October 21, 2024 by unanimous voice vote, accepted that bequest pursuant to T.C.A. § 5-8-101(b) to be used subject to the terms of all conditions and restrictions of said Will and Codicil, and established the William and Martha Brown Park; and

WHEREAS T.C.A. § 5-8-101(b) provides that a gift accepted subject to conditional or restrictive terms “must be used by the county subject to the terms of such conditions or restrictions,” and that county budgetary procedures attach to unrestricted gifts; and

WHEREAS the restricted fund is held by the Sumner County Finance Department in account 101-5054-56900, which has received Five Hundred Eighty-Seven Thousand Two Hundred Thirty-Two Dollars and Twenty-Seven Cents (\$587,232.27), consisting of the bequest and accrued interest, of which Five Hundred Sixty-Six Thousand Seven Hundred Two Dollars and Twenty-Seven Cents (\$566,702.27) remains unexpended; and

WHEREAS the warranty deed of record (Record Book 4130, page 709, Sumner County Register of Deeds) names the Sumner County Board of Education together with Sumner County as

grantees, so that the historic Latimer House and the surrounding parcel are jointly owned of record and both bodies must join in any conveyance; and

WHEREAS William I. Brown reserved unto himself a life estate of 0.805 acres surrounding the residence, which life estate terminated upon his death, and the parcel to be conveyed comprises that same 0.805-acre area; and

WHEREAS the access to the residence reserved in the 2015 warranty deed was appurtenant to the life estate and did not survive its termination, so that the parcel presently lacks recorded legal access and a permanent easement must be granted and recorded across land jointly owned by Sumner County and the Sumner County Board of Education; and

WHEREAS Wolfpack Way is not presently a county road; and

WHEREAS T.C.A. § 12-2-501 authorizes a county to dispose of real property by private negotiation and sale where the property is significant for architectural, archaeological, artistic, cultural, or historical purposes, where the property is conveyed to a nonprofit corporation or trust in furtherance of its preservation or conservation purposes, and where a preservation or conservation agreement is placed in the deed and the nonprofit may dispose of the property only subject to covenants promoting preservation or conservation; and

WHEREAS this Board finds that the historic Latimer House, constructed in the 1790s, is significant for its architectural and historical associations, and that the parcel upon which it stands is significant for the same reasons; and

WHEREAS this Board finds that the Friends of the Latimer House at the William and Martha Brown Park is a Tennessee nonprofit public-benefit corporation in good standing with the Tennessee Secretary of State, chartered March 14, 2026, Control No. 002094753, whose purposes include the preservation of the historic Latimer House and the establishment, promotion, support, and maintenance of the William and Martha Brown Park, and that the conveyance authorized by this Resolution is made in furtherance of those preservation purposes; and

WHEREAS this Board finds that the Restricted Quitclaim Deed approved by this Resolution places a preservation agreement in the deed, in the form of covenants running with the land requiring that the property forever be used for the preservation, maintenance, and operation of the historic Latimer House as the permanent centerpiece of the park, and further provides that the Grantee may sell, transfer, assign, or convey the property only with the prior written approval of this Board and only subject to covenants promoting the preservation of the property, so that the requirements of T.C.A. § 12-2-501 are satisfied; and

WHEREAS T.C.A. § 5-9-109 authorizes a county legislative body to appropriate funds to a nonprofit charitable organization whose purpose is to benefit the general welfare of the residents

of the county, and T.C.A. § 5-9-109(b) directs that "[e]ach county legislative body shall devise guidelines directing for what purposes the appropriated money may be spent;" and

WHEREAS this Board finds that conveying the historic Latimer House to a qualified nonprofit preservation organization, at no continuing cost to the taxpayers of Sumner County, is the most faithful means of carrying out the conditions Mr. Brown attached to his gift.

NOW BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the _____ day of _____, 20____, that this Board hereby authorizes and approves the conveyance of the historic Latimer House and the former William Brown life estate parcel to the Friends of the Latimer House at the William and Martha Brown Park by Restricted Quitclaim Deed, in substantially the form attached to this Resolution, by private negotiation and sale pursuant to T.C.A. § 12-2-501; and

BE IT FURTHER RESOLVED that because the property is jointly owned of record, this conveyance shall not be effective until the Sumner County Board of Education has also approved and executed the Restricted Quitclaim Deed as a co-grantor, and the Board of Education is respectfully requested to take that action; and

BE IT FURTHER RESOLVED that this Board hereby authorizes the grant of a permanent fifty (50) foot easement of ingress and egress running from Wolfpack Way to the southern property line of the conveyed parcel, appurtenant to and running with the parcel conveyed, said easement to be granted by separate instrument, executed by Sumner County and joined by the Sumner County Board of Education as co-owner of the servient land, and recorded in the office of the Sumner County Register of Deeds contemporaneously with the Restricted Quitclaim Deed; and

BE IT FURTHER RESOLVED that the grant of the permanent easement is not contingent upon the acceptance of Wolfpack Way, or any other road, as a county road, it being the intent of this Board that the parcel shall not be conveyed without recorded legal access; and

BE IT FURTHER RESOLVED that this Board hereby accepts Wolfpack Way into the Sumner County road system as a county road; and

BE IT FURTHER RESOLVED that the acceptance of Wolfpack Way as a county road shall take effect only upon the approval and execution of the Restricted Quitclaim Deed by the Sumner County Board of Education in the form presented with this Resolution, without addition, amendment, deletion, or modification of any term, and that if the Board of Education does not so approve and execute the deed, the acceptance of Wolfpack Way as a county road shall be of no force or effect; and

BE IT FURTHER RESOLVED that this Board hereby approves the Restricted Fund Administration Agreement between Sumner County, Tennessee and the Friends of the Latimer House at the William and Martha Brown Park, in substantially the form attached to this

Resolution, and appropriates and directs the transfer to the Friends of the entire unexpended balance of the restricted fund held in account 101-5054-56900, pursuant to T.C.A. § 5-8-101(b) and T.C.A. § 5-9-109; and

BE IT FURTHER RESOLVED that this Board hereby adopts Article II of the Restricted Fund Administration Agreement, entitled Permitted Uses, as the guidelines of this county legislative body directing for what purposes the appropriated money may be spent, as required by T.C.A. § 5-9-109(b), so that the transferred funds may be used only for the restoration and preservation of the historic Latimer House, and for the establishment, promotion, support, and maintenance of the William and Martha Brown Park and of improvements located within the conveyed parcel; and

BE IT FURTHER RESOLVED that the restrictions imposed by William I. Brown shall survive the conveyance and the transfer, that the transferred funds shall remain permanently restricted and shall not become unrestricted assets of the Friends, and that upon default the unexpended funds shall revert to Sumner County and title to the property shall revert as provided in the Restricted Quitclaim Deed; and

BE IT FURTHER RESOLVED that on or before March 1 of each year the Friends shall file with the Sumner County Clerk, with copies to the Sumner County Finance Department and to this Board, the annual accounting required by T.C.A. § 5-9-109(c)(1) and by paragraph E of the Sumner County resolution of January 27, 2020, and that the report shall be open for public inspection during the regular business hours of the County Clerk; and

BE IT FURTHER RESOLVED that written notice of this transaction shall be given to the Attorney General and Reporter of the State of Tennessee; and

BE IT FURTHER RESOLVED that before the transfer of the fund, all outstanding architectural, engineering, and design agreements, change orders, and purchase obligations relating to the historic Latimer House shall be terminated or otherwise resolved at county expense and not from the restricted fund; and

BE IT FURTHER RESOLVED that the realty transfer tax due under T.C.A. § 67-4-409 upon the recording of the Restricted Quitclaim Deed, together with the recording fees for the deed and for the easement instrument, shall be paid by Sumner County from county general funds and not from the Brown restricted fund, and the Sumner County Finance Department is directed to pay those charges upon presentation; and

BE IT FURTHER RESOLVED that the parcel shall be surveyed to the boundary of the former William Brown life estate and the metes-and-bounds legal description attached to the Restricted Quitclaim Deed as Exhibit A, and that the County Mayor is authorized to execute the Restricted Quitclaim Deed, the easement instrument, the Restricted Fund Administration Agreement, and all documents reasonably necessary to carry out this Resolution.

CERTIFICATE OF ACTION

Ayes: _____ Nays: _____ Abstaining: _____ Unanimous Voice Vote: _____

APPROVED: _____ REJECTED: _____

County Mayor

Date

This Instrument Prepared By: Sumner County Law Director 355 N. Belvedere Drive, Room 303 Gallatin, Tennessee 37066 THE PREPARER OF THIS DOCUMENT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE DESCRIPTION, OR THE EXISTENCE OR NON-EXISTENCE OF ANY LIENS, ENCUMBRANCES, EASEMENTS, OR OTHER ENCROACHMENTS OR COMPLAINTS WITH ANY PLANNING, ZONING, OR SUBDIVISION REGULATIONS THAT AFFECT THE PROPERTY CONVEYED HEREIN	STATE OF TENNESSEE) COUNTY OF SUMNER) The actual consideration for this transfer is \$ _____. _____ Affiant Subscribed and sworn to before me, this ____ day of August, 2026. _____ Notary Public My commission expires: _____
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Address New Owner As Follows:

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

Gallatin, Tennessee 37066

RESTRICTED QUITCLAIM DEED

KNOW ALL PERSONS by these presents that **COUNTY OF SUMNER, TENNESSEE & THE SUMNER COUNTY SCHOOL BOARD**, by and at the direction of the **Sumner County Board of County Commissioners & the Sumner County School Board** ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby release, remise, quitclaim and give unto **FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK**, a Tennessee nonprofit public-benefit corporation ("Grantee"), all right, title and interest of Grantor in and to a certain tract or parcel of land in Sumner County, Tennessee, being more particularly described as follows:

BEING the same property conveyed to Grantor by Warranty Deed recorded on

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. TOGETHER WITH a perpetual, non-exclusive easement of ingress and egress, fifty (50) feet in width, running from Wolfpack Way to the southern property line of the Property, for the benefit of and appurtenant to the Property, granted by separate instrument of record in Record Book _____, page _____, Register's Office for Sumner County, Tennessee. This easement is appurtenant to the Property, runs with the land, and is not contingent upon the acceptance of Wolfpack Way or any other road as a county road.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, **subject, however, to the following covenants, conditions, restrictions, and rights of reverter, all of which shall constitute covenants running with the land and shall be binding upon Grantee and all successors and assigns.**

1. The Property shall forever be used solely for the preservation, maintenance, and operation of the historic Latimer House as the permanent centerpiece of the **William and Martha Brown Park**, and in support of the establishment, promotion, support, and maintenance of said Park, consistent with the charitable intent expressed by William I. Brown in his Last Will and Testament and Codicil No. 1. The Property shall remain open for public use and enjoyment subject only to reasonable rules governing hours of operation, public safety, preservation, and maintenance.
2. The Property shall not be used for: commercial residential development; industrial purposes; private residential occupancy; any use inconsistent with the operation of the historic Latimer House as the permanent centerpiece of a public park; any purpose inconsistent with the donor's charitable intent.
3. The historic Latimer House shall remain permanently situated upon the Property. The historic Latimer House shall not be demolished, materially altered, relocated, or destroyed except as may be necessary to restore/preserve the structure.
4. Grantee shall not sell, transfer, mortgage, encumber, lease, assign, or otherwise convey any interest in the Property without the prior written approval of the Sumner County Commission and any additional approvals required by law. Any such sale, transfer, assignment, or conveyance shall be made subject to covenants promoting the preservation of the Property, which covenants shall run with the land and shall bind all successors and assigns, as required by T.C.A. § 12-2-501.
5. Should Grantee: cease to operate the Property as the historic Latimer House at the William and Martha

Brown Park; fail to preserve the historic Latimer House; abandon the Property; cease to be a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, that status being the basis on which this conveyance is authorized under T.C.A. § 12-2-501; dissolve; or materially violate the restrictions contained herein, then Grantor shall have the immediate right to declare this conveyance forfeited and title to the Property shall automatically **revert** to Sumner County, Tennessee, together with all improvements located thereon.

6. The restrictions contained herein shall be specifically enforceable. Grantor may pursue any remedy available at law or in equity including: specific performance; injunctive relief; declaratory judgment; quiet title; re-entry; or any other remedy authorized under Tennessee law.

7. Failure of Grantor to enforce any restriction shall not constitute a waiver of future enforcement.

EXHIBIT "A"
LEGAL DESCRIPTION

This improved property is known as _____, Gallatin, Tennessee 37066.

WITNESS my hand this ____ day of August, 2026.

COUNTY OF SUMNER, TENNESSEE

SUMNER COUNTY SCHOOL BOARD

BY: _____
Name _____
Title: _____

BY: _____
Name _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **COUNTY OF SUMNER, TENNESSEE**, who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of August, 2026.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **SUMNER COUNTY SCHOOL BOARD**, who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of August, 2026.

Notary Public

My Commission Expires: _____

Date: _____

STATE OF TENNESSEE
Sumner County
Board of County Commissioners
RESOLUTION No. _____

TITLE: A RESOLUTION APPROVING A LEASE OF THE HISTORIC LATIMER HOUSE AND THE FORMER WILLIAM BROWN LIFE ESTATE PARCEL TO THE FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK; AUTHORIZING A PERMANENT ACCESS EASEMENT; APPROVING A RESTRICTED FUND ADMINISTRATION AGREEMENT AND THE TRANSFER OF THE BROWN RESTRICTED FUND; AND ADOPTING GUIDELINES PURSUANT TO T.C.A. § 5-9-109(b).

WHEREAS William I. Brown, by Last Will and Testament executed October 1, 2015, and Codicil No. 1 executed March 17, 2016, left the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) to Sumner County, Tennessee to be kept in a restricted fund for the exclusive purpose of the “establishment, promotion, ongoing support, and maintenance of the William and Martha Brown Park at 212 Hunters Lane, Hendersonville, Tennessee with the historic home currently situated thereon being permanently maintained by the County as the park’s centerpiece;” and

WHEREAS this Board, by Resolution 2410-15 adopted October 21, 2024 by unanimous voice vote, accepted that bequest pursuant to T.C.A. § 5-8-101(b) to be used subject to the terms of all conditions and restrictions of said Will and Codicil, and established the William and Martha Brown Park; and

WHEREAS T.C.A. § 5-8-101(b) provides that a gift accepted subject to conditional or restrictive terms “must be used by the county subject to the terms of such conditions or restrictions,” and that county budgetary procedures attach to unrestricted gifts; and

WHEREAS the restricted fund is held by the Sumner County Finance Department in account 101-5054-56900, which has received Five Hundred Eighty-Seven Thousand Two Hundred Thirty-Two Dollars and Twenty-Seven Cents (\$587,232.27), consisting of the bequest and accrued interest, of which Five Hundred Sixty-Six Thousand Seven Hundred Two Dollars and Twenty-Seven Cents (\$566,702.27) remains unexpended; and

WHEREAS the warranty deed of record (Record Book 4130, page 709, Sumner County Register of Deeds) names the Sumner County Board of Education together with Sumner County as grantees, so that the historic Latimer House and the surrounding parcel are jointly owned of record; and

WHEREAS William I. Brown reserved unto himself a life estate of 0.805 acres surrounding the residence, which life estate terminated upon his death, and the parties intend that the leased premises comprise that same 0.805-acre area; and

WHEREAS the access to the residence reserved in the 2015 warranty deed was appurtenant to the life estate and did not survive its termination, so that the parcel presently lacks recorded legal access and a new permanent easement must be granted and recorded across land jointly owned by Sumner County and the Sumner County Board of Education; and

WHEREAS Wolfpack Way is not presently a county road, and its acceptance into the county road system is necessary in order that the permanent access easement to the leased premises may vest; and

WHEREAS the county legislative body is authorized to lease land and buildings owned by the county, upon such consideration and terms as its governing body determines to be in the interest of the county, pursuant to T.C.A. § 5-7-116, and is empowered to erect, control, and dispose of public county buildings pursuant to T.C.A. §§ 5-5-121 and 5-7-106; and

WHEREAS it is the policy of the State of Tennessee, as reflected in T.C.A. § 12-2-501, to entrust property of architectural and historical significance to a qualified nonprofit organization in furtherance of its preservation purposes; and

WHEREAS T.C.A. § 5-9-109 authorizes a county legislative body to appropriate funds to a nonprofit charitable organization whose purpose is to benefit the general welfare of the residents of the county, and T.C.A. § 5-9-109(b) directs that “[e]ach county legislative body shall devise guidelines directing for what purposes the appropriated money may be spent;” and

WHEREAS the Friends of the Latimer House at the William and Martha Brown Park is a Tennessee nonprofit public-benefit corporation in good standing with the Tennessee Secretary of State, chartered March 14, 2026, Control No. 002094753, organized for the preservation of the historic Latimer House and the establishment, promotion, support, and maintenance of the William and Martha Brown Park; and

WHEREAS this Board finds that placing the historic Latimer House in the care of a qualified nonprofit preservation organization, at no continuing cost to the taxpayers of Sumner County, is the most faithful means of carrying out the conditions Mr. Brown attached to his gift.

NOW BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the ____ day of _____, 20____, that this Board hereby approves the Lease Agreement for the historic Latimer House at the William and Martha Brown Park between Sumner County, Tennessee and the Sumner County Board of Education, as Lessors, and the Friends of the Latimer House at the William and Martha Brown Park, as Lessee, in substantially the form attached to this Resolution, pursuant to T.C.A. § 5-7-116; and

BE IT FURTHER RESOLVED that because the property is jointly owned of record, this Lease shall not become effective until it has also been approved by the Sumner County Board of Education, and the Board of Education is respectfully requested to take that action; and

BE IT FURTHER RESOLVED that this Board hereby authorizes the grant of a permanent fifty (50) foot easement of ingress and egress running from Wolfpack Way to the southern property line of the leased premises, sufficient to provide continuous legal access throughout the term of the Lease, said easement to be granted by separate instrument, executed by Sumner County and joined by the Sumner County Board of Education as co-owner of the servient land, and recorded in the office of the Sumner County Register of Deeds; and

BE IT FURTHER RESOLVED that the grant of the permanent easement is contingent upon the acceptance of Wolfpack Way as a county road, and that until Wolfpack Way is so accepted, interim access shall be provided over the same fifty (50) foot corridor across land owned by Sumner County and the Sumner County Board of Education, so that the Lessee is not denied access at any time; and

BE IT FURTHER RESOLVED that this Board hereby accepts Wolfpack Way into the Sumner County road system as a county road; and

BE IT FURTHER RESOLVED that the acceptance of Wolfpack Way as a county road shall take effect only upon the approval and execution of the Lease Agreement by the Sumner County Board of Education in the form presented with this Resolution, without addition, amendment, deletion, or modification of any term, and that if the Board of Education does not so approve and execute the Lease, the acceptance of Wolfpack Way as a county road shall be of no force or effect; and

BE IT FURTHER RESOLVED that this Board hereby approves the Restricted Fund Administration Agreement between Sumner County, Tennessee and the Friends of the Latimer House at the William and Martha Brown Park, in substantially the form attached to this Resolution, and appropriates and directs the transfer to the Friends of the entire unexpended balance of the restricted fund held in account 101-5054-56900, pursuant to T.C.A. § 5-8-101(b) and T.C.A. § 5-9-109; and

BE IT FURTHER RESOLVED that this Board hereby adopts Article II of the Restricted Fund Administration Agreement, entitled Permitted Uses, as the guidelines of this county legislative body directing for what purposes the appropriated money may be spent, as required by T.C.A. § 5-9-109(b), so that the transferred funds may be used only for the restoration and preservation of the historic Latimer House, and for the establishment, promotion, support, and maintenance of the William and Martha Brown Park and of improvements located within the leased premises; and

BE IT FURTHER RESOLVED that the restrictions imposed by William I. Brown shall survive the transfer, that the transferred funds shall remain permanently restricted and shall not become unrestricted assets of the Friends, and that upon default the unexpended funds shall revert to Sumner County; and

BE IT FURTHER RESOLVED that on or before March 1 of each year the Friends shall file with the Sumner County Clerk, with copies to the Sumner County Finance Department and to this Board, the annual accounting required by T.C.A. § 5-9-109(c)(1) and by paragraph E of the Sumner County resolution of January 27, 2020, and that the report shall be open for public inspection during the regular business hours of the County Clerk; and

BE IT FURTHER RESOLVED that written notice of this transaction shall be given to the Attorney General and Reporter of the State of Tennessee; and

BE IT FURTHER RESOLVED that before the transfer of the fund, all outstanding architectural, engineering, and design agreements, change orders, and purchase obligations relating to the historic Latimer House shall be terminated or otherwise resolved at county expense and not from the restricted fund; and

BE IT FURTHER RESOLVED that the leased premises shall be surveyed to the boundary of the former William Brown life estate and the metes-and-bounds legal description attached to the Lease as Exhibit A, and that the County Mayor is authorized to execute the Lease, the easement instrument, the Restricted Fund Administration Agreement, and all documents reasonably necessary to carry out this Resolution.

CERTIFICATE OF ACTION

Ayes: _____ Nays: _____ Abstaining: _____ Unanimous Voice Vote: _____

APPROVED: _____ REJECTED: _____

County Mayor

Date

LEASE AGREEMENT
LATIMER HOUSE AT THE WILLIAM & MARTHA BROWN PARK

This Lease Agreement ("Lease") is entered into this ____ day of _____, 20____, by and between SUMNER COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, acting by and through the Sumner County Legislative Body ("County Legislative Body"), and the SUMNER COUNTY BOARD OF EDUCATION, a political subdivision of the State of Tennessee ("Board of Education"), which together hold record title to the property and are referred to collectively as "Lessors," and Friends of the Latimer House at the William and Martha Brown Park, a Tennessee nonprofit public-benefit corporation recognized by the Tennessee Secretary of State ("Lessee").

WHEREAS, William Brown and his late wife Martha Brown devised and conveyed certain real property known as 212 Hunters Lane, Hendersonville, Tennessee, together with a restricted charitable fund, for the express purpose of establishing, promoting, supporting, and maintaining a public park centered upon the historic Latimer House;

WHEREAS, the County Legislative Body accepted such gift as trustee and steward of the donor's charitable intent;

WHEREAS, the County Legislative Body is authorized to lease land and buildings owned by the county, upon such consideration and terms as its governing body determines to be in the interest of the county, pursuant to T.C.A. § 5-7-116; and the county legislative body is empowered to erect, control, and dispose of public county buildings pursuant to T.C.A. §§ 5-5-121 and 5-7-106;

WHEREAS, it is the policy of the State of Tennessee, as reflected in T.C.A. § 12-2-501, to entrust historic property to a qualified preservation organization for the purpose of preserving such property, and a Tennessee nonprofit corporation qualifies to receive and hold such property for preservation purposes without a federal determination of exemption;

WHEREAS, the County Legislative Body desires to ensure that the historic Latimer House remains the permanent centerpiece of the William and Martha Brown Park in accordance with the donor's wishes;

WHEREAS, the County Legislative Body finds that a qualified nonprofit preservation organization is uniquely suited to restore / preserve, operate, maintain, promote, and interpret the property for the benefit of the public;

WHEREAS, the Lessee has represented that it is willing and able to accept these responsibilities solely in furtherance of the charitable purposes established by William Brown;

WHEREAS, the warranty deed of record (Record Book 4130, page 709, Sumner County Register of Deeds) names the Sumner County Board of Education together with Sumner County as grantees, so that the property is jointly owned of record, and the County Legislative Body and

the Board of Education therefore join in this Lease as Lessors, each acting within its own authority, so that the leasehold granted by this Lease is effective as to the entire record title;

WHEREAS, William Brown reserved unto himself a life estate of 0.805 acres surrounding the residence, described in Exhibit "A" to the 2015 warranty deed and containing 35,047 square feet more or less, which life estate terminated upon Mr. Brown's death, and the parties intend that the leased premises comprise that same 0.805-acre area;

WHEREAS, the 0.805-acre life-estate parcel is presently a nonconforming lot whose parcel line is subject to elimination of record, so that the leased premises shall be re-established to the original metes and bounds of the life estate plat, the metes-and-bounds legal description of which shall be attached as Exhibit A and shall control;

WHEREAS, the access to the residence reserved in the 2015 warranty deed, being a right of ingress and egress to Hunters Lane via the existing gravel drive, was appurtenant to Mr. Brown's life estate and did not survive its termination, so that the leased premises presently lack recorded legal access, and Lessors intend to grant a new, permanent access easement to the premises as provided in this Lease;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

ARTICLE I PREMISES

Lessors lease to Lessee that certain parcel to be legally described as the former William Brown life estate located at _____, Gallatin, Tennessee 37066, together with the historic Latimer House and all improvements thereon.

The legal description shall be attached as Exhibit A.

The leased premises shall constitute the permanent site of the historic Latimer House at the William and Martha Brown Park.

ARTICLE II TERM

The initial term shall be ninety-nine (99) years, unless sooner terminated pursuant to this Lease. Lessors may renew the Lease for successive ninety-nine-year terms provided the charitable purposes continue to be fulfilled.

ARTICLE III RENT

Annual rent shall be One Dollar (\$1.00).

ARTICLE IV PURPOSE OF LEASE

The leased premises shall be used exclusively to:

1. restore / preserve and maintain the historic Latimer House;
2. establish, promote, support, and maintain the William and Martha Brown Park;
3. operate the property as public grounds open to the citizens of Sumner County;
4. interpret the history of William and Martha Brown and the historic Latimer House;
5. conduct educational, historical, cultural, and charitable activities consistent with the donor's intent.

ARTICLE V DONOR RESTRICTIONS

The parties expressly acknowledge that this Lease is intended to implement and preserve the charitable intent expressed by William Brown. Accordingly:

the historic Latimer House shall remain the permanent centerpiece of the park;
the property shall never be converted to a private commercial enterprise;
no portion of the premises may be sold or conveyed;
the Lessee shall restore / preserve the historical character of the historic Latimer House;

and

all improvements shall be consistent with preservation standards applicable to historic properties.

ARTICLE VI RESTRICTED MAINTENANCE FUND

Contemporaneously with execution of this Lease, the County Legislative Body shall transfer to Lessee the balance of the Brown Restricted Fund pursuant to a separate Restricted Fund Administration Agreement. The transferred funds shall remain permanently restricted. The funds may be used only for:

- restoration / preservation of the historic Latimer House;
- establishment of the park;
- promotion of the park;
- support of the park;
- maintenance of the park;
- maintenance of improvements located within the leased premises.

Under no circumstances shall the funds become unrestricted assets of Lessee. The restrictions imposed by William Brown shall survive this transfer.

ARTICLE VII PUBLIC ACCESS

The premises shall remain open to the public at reasonable hours established by Lessee. The Lessee shall maintain the property in safe condition. The Lessee may charge reasonable admission or event fees consistent with its charitable purpose and continued public access.

ARTICLE VIII ACCESS EASEMENT

The access to the residence reserved in the 2015 warranty deed did not survive the termination of Mr. Brown's life estate, and the leased premises presently lack recorded legal access. Lessors shall grant to Lessee, and cause to be recorded, a permanent fifty (50) foot easement of ingress and egress running from Wolfpack Way directly to the southern property line of the life estate parcel, sufficient to provide continuous legal access to the premises throughout the term of this Lease. The grant of this permanent easement is contingent upon the acceptance of Wolfpack Way as a county road.

Until Wolfpack Way is accepted as a county road, Lessors shall provide interim access to the premises over land owned by Lessors. This interim access shall follow the same fifty (50) foot corridor described above, so that the Lessee is not denied access at any time.

The permanent easement shall be recorded simultaneously with the legal description attached as Exhibit A.

ARTICLE IX MAINTENANCE

Lessee shall maintain all buildings within the described boundaries; maintain landscaping; maintain utilities; provide routine repairs; maintain insurance; comply with applicable building codes; and maintain all improvements in good repair. Lessors shall have no obligation to provide maintenance funding.

ARTICLE X CAPITAL IMPROVEMENTS

Demolition, alteration, and new construction shall comply with restoration/preservation standards which are applicable to historic properties.

ARTICLE XI INSURANCE

Lessee shall maintain throughout the Lease:
Commercial General Liability coverage;
Commercial Property coverage;
Equipment Breakdown coverage; and
Terrorism coverage.

Sumner County and the Sumner County Board of Education shall each be named as an additional insured.

ARTICLE XII REPORTING

On or before March 1 of each year, Lessee shall file with the Sumner County Clerk, and shall furnish copies to the Sumner County Finance Department and to the County Legislative Body:

A financial statement, audited if required by law or by the terms of a grant;

An accounting of all expenditures from the restricted fund, identifying separately any improvements funded from other sources;

A report describing maintenance activities;

Planned capital projects;

Confirmation that all donor restrictions remain satisfied.

The report filed with the County Clerk satisfies T.C.A. § 5-9-109(c) and paragraph E of the Sumner County resolution of January 27, 2020 governing nonprofit reporting. In lieu of an annual audit, Lessee may file an annual report detailing all receipts and expenditures in the form prescribed by the Comptroller of the Treasury, prepared and certified by Lessee's chief financial officer. The report shall be open for public inspection during the regular business hours of the County Clerk's office.

ARTICLE XIII INSPECTION

Representatives of Lessors may inspect the premises upon reasonable notice. The County Legislative Body may inspect financial records relating to restricted funds.

ARTICLE XIV TENNESSEE NONPROFIT STATUS

Lessee is a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, incorporated on March 14, 2026, Control No. 002094753. Consistent with T.C.A. § 12-2-501, that status establishes Lessee's eligibility to receive and hold the property for preservation purposes.

Lessee shall remain a Tennessee nonprofit corporation in good standing throughout the term of this Lease. Loss of that status shall constitute an Event of Default.

Lessee has also applied to the Internal Revenue Service for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code. Federal law allows a new nonprofit twenty-seven (27) months from its formation to file that application, and Lessee filed within that period. Because the application was filed on time, the exemption will apply retroactively to March 14, 2026, the date Lessee was formed. Nothing further is required of Lessee but to await the decision of the Internal Revenue Service, and Lessee shall pursue the application to conclusion.

It shall be an Event of Default if that application is finally denied or is withdrawn and Lessee does not assign this Lease to a qualified successor within one (1) year. Delay by the Internal Revenue Service in acting upon the application shall not be an Event of Default.

ARTICLE XV EVENTS OF DEFAULT

Default includes: loss of Tennessee nonprofit status; failure to maintain the property; use inconsistent with donor intent; misuse of restricted funds; failure to submit annual reports; bankruptcy; dissolution; abandonment; material breach of this Lease.

No default shall exist unless a Lessor has given Lessee written notice describing the default and the default remains uncured ninety (90) days after that notice. If a default cannot reasonably be cured within ninety (90) days, Lessee is not in default if it begins a cure within that period and pursues it diligently.

ARTICLE XVI REVERSION

If: Lessee dissolves; ceases operations; loses charitable status; abandons the property; misuses restricted funds; or materially departs from the purposes established herein,

Then: this Lease shall terminate upon notice and expiration of the cure period provided in Article XV; possession of the premises shall revert to Sumner County and the Sumner County Board of Education as their interests appear of record; all unexpended restricted funds shall revert to Sumner County; and all improvements funded from the restricted fund shall remain with the premises without compensation to Lessee.

Improvements funded from private contributions, grants, or donated labor and materials raised by Lessee shall not remain with the premises without compensation to Lessee.

ARTICLE XVII ASSIGNMENT

This Lease may not be assigned, transferred, subleased, or encumbered without approval of: the Sumner County Legislative Body and the Sumner County Board of Education.

Approval shall not be unreasonably withheld in the case of an assignment to a successor Tennessee nonprofit organized for historic preservation that assumes Lessee's obligations in writing.

ARTICLE XVIII APPROVALS

This Lease shall not become effective until approved by:

the Sumner County Legislative Body and the Sumner County Board of Education.

**ARTICLE XIX
COMPLIANCE WITH LAW**

Lessee shall comply with all federal, state, and local laws, including Tennessee nonprofit corporation law, charitable solicitation laws, preservation requirements, and applicable county regulations.

**ARTICLE XX
MEMORIALIZATION OF DONOR INTENT**

The parties acknowledge that the principal purpose of this Lease is to permanently carry forward the charitable intent of William and Martha Brown for the restoration/preservation of the historic Latimer home and establishment of the William and Martha Brown Park. This Lease shall be construed to maximize fulfillment of that charitable intent. If any provision is susceptible to more than one interpretation, the interpretation that best preserves the donor's expressed charitable purposes shall control.

**ARTICLE XXI
GOVERNING LAW**

This Lease shall be governed by Tennessee law. Venue shall lie exclusively in the Circuit or Chancery Courts of Sumner County, Tennessee.

**ARTICLE XXII
ENTIRE AGREEMENT**

This Lease, together with:

- Exhibit A (Legal Description),
- Exhibit B (Restricted Fund Agreement),
- Exhibit C (Public Access Plan),

constitutes the entire agreement.

SIGNATURES

SUMNER COUNTY, TENNESSEE

By: _____ Title: _____

SUMNER COUNTY BOARD OF EDUCATION

By: _____ Title: _____

FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

By: _____ Title: _____

**RESTRICTED FUND ADMINISTRATION AGREEMENT
HISTORIC LATIMER HOUSE AT THE WILLIAM & MARTHA BROWN PARK**

This Restricted Fund Administration Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between SUMNER COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, acting by and through the Sumner County Legislative Body ("County Legislative Body"), and Friends of the Latimer House at the William and Martha Brown Park, a Tennessee nonprofit public-benefit corporation recognized by the Tennessee Secretary of State ("Recipient").

WHEREAS, William Brown and his late wife Martha Brown provided a restricted charitable fund by Last Will and Testament dated _____ and Codicil No. 1 dated _____, for the restoration and preservation of the historic Latimer House and the establishment, promotion, support, and maintenance of the William and Martha Brown Park;

WHEREAS, Sumner County accepted that gift as trustee and steward of the donor's charitable intent, and holds the gift together with accrued interest in account 101-5054-56900 (the "Fund"), which has received Five Hundred Eighty-Seven Thousand Two Hundred Thirty-Two and 27/100 Dollars (\$587,232.27), being Mr. Brown's gift of \$500,000.00 and \$87,232.27 of accrued interest;

WHEREAS, the County Legislative Body has authorized the placement of the historic Latimer House and the surrounding parcel comprising the former William Brown life estate (the "Property") with Recipient, whether held by Recipient under lease or in fee, and the transfer of the Fund to Recipient to be applied to the donor's charitable purposes;

WHEREAS, the County Legislative Body finds that the transfer of the Fund to Recipient serves a public purpose, and is authorized to appropriate county funds to a nonprofit organization pursuant to T.C.A. § 5-9-109;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

**ARTICLE I
TRANSFER OF THE FUND**

Within thirty (30) days after the effective date of this Agreement, the County Legislative Body shall transfer to Recipient the entire unexpended balance of the Fund.

Recipient shall hold the transferred funds in a segregated account maintained solely for the purposes stated in this Agreement, and shall not commingle them with its general operating funds.

**ARTICLE II
PERMITTED USES**

The transferred funds may be used only for:

- restoration / preservation of the historic Latimer House;
- establishment of the park;
- promotion of the park;
- support of the park;
- maintenance of the park;
- maintenance of improvements located within the Property.

Recipient shall apply the funds in its sole discretion within the purposes stated above. Nothing in this Agreement obligates Recipient to fund, construct, or maintain park improvements located outside the Property.

ARTICLE III RESTRICTIONS SURVIVE THE TRANSFER

The transferred funds shall remain permanently restricted. Under no circumstances shall the funds become unrestricted assets of Recipient.

The restrictions imposed by William Brown shall survive this transfer and shall bind Recipient and any successor organization.

ARTICLE IV PROTECTION OF THE FUND BEFORE TRANSFER

From and after the effective date of this Agreement, the County Legislative Body shall not expend, encumber, or obligate any portion of the Fund.

Before the transfer, the County Legislative Body shall terminate or otherwise resolve, at county expense and not from the Fund, all outstanding architectural, engineering, and design agreements, change orders, and purchase orders relating to the historic Latimer House, and shall obtain and assign to Recipient a written, transferable license to use all drawings and specifications prepared for the historic Latimer House.

ARTICLE V ACCOUNTING AND REPORTING

On or before March 1 of each year, Recipient shall file with the Sumner County Clerk, and shall furnish copies to the Sumner County Finance Department and to the County Legislative Body:

- A financial statement, audited if required by law or by the terms of a grant;
- An accounting of all expenditures from the transferred funds;
- A separate identification of all improvements funded from private contributions, grants, or donated labor and materials raised by Recipient; and
- Confirmation that all donor restrictions remain satisfied.

The County Legislative Body may inspect the financial records relating to the transferred funds upon reasonable notice.

The report filed with the County Clerk satisfies T.C.A. § 5-9-109(c) and paragraph E of the Sumner County resolution of January 27, 2020 governing nonprofit reporting. In lieu of an annual audit, Recipient may file an annual report detailing all receipts and expenditures in the form prescribed by the Comptroller of the Treasury, prepared and certified by Recipient's chief financial officer. The report shall be open for public inspection during the regular business hours of the County Clerk's office.

ARTICLE VI REVERSION OF UNSPENT FUNDS

If Recipient dissolves, ceases operations, abandons the Property, misuses the transferred funds, ceases to be a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, or materially departs from the purposes established herein, and the failure remains uncured ninety (90) days after written notice describing it, then all unexpended transferred funds shall revert to Sumner County, to be held and applied to the restoration and preservation of the historic Latimer House.

Improvements funded from private contributions, grants, or donated labor and materials raised by Recipient shall not revert to Sumner County without compensation.

In place of reversion, the County Legislative Body may direct that the unexpended funds be transferred to a successor Tennessee nonprofit corporation organized for historic preservation that assumes Recipient's obligations under this Agreement in writing.

ARTICLE VII NOTICE TO THE ATTORNEY GENERAL

The County Legislative Body shall give written notice of this Agreement and of the transfer of the Fund to the Attorney General and Reporter of the State of Tennessee, and shall furnish a copy of that notice to Recipient.

ARTICLE VIII NONPROFIT STATUS

Recipient is a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, incorporated on March 14, 2026, Control No. 002094753, and shall remain so throughout the term of this Agreement.

Recipient has also applied to the Internal Revenue Service for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code. Federal law allows a new nonprofit twenty-seven (27) months from its formation to file that application, and Recipient filed within that period. Because the application was filed on time, the exemption will apply retroactively to March 14, 2026, the date Recipient was formed. This Agreement is not contingent upon recognition of exemption by the Internal Revenue Service, and delay by the Internal Revenue Service in acting upon the application shall not be a default.

**ARTICLE IX
RELATIONSHIP TO THE LEASE OR DEED**

This Agreement is the separate Restricted Fund Administration Agreement contemplated by the Lease Agreement for the historic Latimer House at the William and Martha Brown Park, and is attached to that Lease as an exhibit.

If the Property is instead conveyed to Recipient in fee, this Agreement shall serve as the companion funding and stewardship agreement to that conveyance, and shall be executed contemporaneously with the deed. References in this Agreement to the Property shall apply whether Recipient holds the Property under lease or in fee.

This Agreement shall not be recorded, and nothing in it shall constitute a lien, encumbrance, or condition upon title to the Property.

**ARTICLE X
GENERAL PROVISIONS**

This Agreement shall be governed by Tennessee law. Venue shall lie exclusively in the Circuit or Chancery Courts of Sumner County, Tennessee.

This Agreement shall not become effective until approved by the Sumner County Legislative Body.

This Agreement may be amended only in a writing signed by both parties. If any provision is held unenforceable, the remainder shall continue in full force and effect.

SIGNATURES

SUMNER COUNTY, TENNESSEE

By: _____ Title: _____

FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

By: _____ Title: _____

**MINUTES
LEGISLATIVE COMMITTEE
MARK HARRISON, CHAIRMAN
AUGUST 10, 2026**

Present:

Mark Harrison, Chairman
Darrell Rogers, Vice-Chairman
Jerry Becker, Commission Chairman
Shannon Burgdorf
Ben Harris

Absent:

Matthew Shoaf
Danny Sullivan

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Jennifer Mitchell, minute taker

Chairman Harrison brought the regular scheduled Legislative Committee meeting to order with an invocation by Comm. Rogers on Monday, August 10, 2026, at 6:00 p.m. Chairman Harrison declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Harris moved, seconded by Comm. Rogers, to approve the agenda. The motion carried unanimously.

4. Approval of minutes of July 13, 2026.

Upon motion of Comm. Burgdorf, seconded by Comm. Rogers, the Committee voted unanimously to approve the minutes of July 13, 2026.

5. Recognition of the Public.

None

6. Report of the Chairman.

No report.

7. Report of County Mayor.

No report.

8. Old Business.

None

9. New Business.

a. Veterans' Service Report and Presentation.

Veterans Service Director Jeff Oakey gave a brief overview of the report in the packet, no action needed.

b. Opioid Abatement Committee – Change to stand-alone committee.

Comm. Becker moved, seconded by Comm. Harris, to approve.

Discussion was held regarding whether the Opioid Abatement Committee should remain an ad hoc committee under the Budget Committee or become a standalone committee. It was explained that the program is expected to continue for several years, with funds anticipated to be available for approximately five to seven years or longer, making a permanent committee structure more appropriate.

Comm. Becker changed his motion to approve as a stand-alone committee with no seat on the Legislative Committee. Comm. Harris agreed as seconder.

Without objection, Chairman Harrison suspended the rules to allow Dustin Owens, Grant Accountant to speak to the make-up of the Opioid Committee. Mr. Owens explained the make-up of the committee at the present time.

Comm. Rogers moved, seconded by Comm. Harris, to amend the motion to change the make-up to three commissioners, one member from the community and one member who has completed recovery program.

Comm. Burgdorf moved, seconded by Chairman Harrison, to amend the amendment to change the member from the community to a member from the medical community. The motion carried unanimously.

Comm. Becker moved, seconded by Comm. Harrison, to amend the amendment to add the County Mayor and a member from law enforcement community. The motion carried unanimously.

The committee voted unanimously to approve the Opioid Committee as a stand-alone committee with no seat on the Legislative Committee and the make-up of the Opioid Committee, consisting of three commissioners, one member of the medical community, one member who has completed a recovery program, the County Mayor, and one member of the law enforcement community.

c. Resolution Appointing Judicial Magistrate -Alexandria Rice.

Comm. Becker moved, seconded by Comm. Rogers, to approve. The motion carried unanimously.

Comm. Becker moved, seconded by Comm. Burgdorf, to add to the agenda recognition for all the outgoing commissioners. The motion carried unanimously.

d. Recognition for outgoing commissioners.

Comm. Becker moved, seconded by Comm. Burgdorf, to approve recognition for all outgoing commissioners. The motion carried unanimously.

10. Recognition of the Public (Non-Agenda Items).

None

11. Adjournment. Chairman Harrison declared the meeting adjourned at 6:15 p.m. upon motion of Comm. Burgdorf and seconded by Comm. Becker.

Prepared by Jennifer Mitchell

MINUTES
OLD COURTHOUSE AD-HOC COMMITTEE
July 30, 2026

Present

Clay Haynes, Chairman
Reginald Mudd, Vice-Chairman
J. Wes Wynne, Commissioner
Ben Harris, Commissioner
John Isbell, Mayor of Sumner County
Amy Nixon, Citizen

Absent

Paige Brown, Mayor of Gallatin
David Klein, Commissioner

The Old Courthouse Ad-Hoc Committee meeting was called to order by Chairman Clay Haynes at approximately 5:30 p.m. in conference room 112.

Approval of Agenda

Motion made by Mr. Mudd, seconded by Commissioner Wynne, to accept the agenda. Motion passed unanimously.

Approval of Minutes – April 23, 2026

Motion was made by Mayor Isbell, seconded by Commissioner Harris, to accept the minutes from April 23, 2026. Motion passed.

Recognition of the Public

None

Old Business

a. Status of the up to \$100,000 Funding Authorization

Chairman Haynes discussed the funding authorization and wanted the minutes to reflect the approval of Resolution 2605-14 was passed by the Sumner County Commission.

New Business

a. Introduction of Project Specialist, Scott Shamrock

Chairman Haynes introduced Scott Shamrock as the project specialist. Mr. Shamrock explained his role in preparing the RFQ for this project and other aspects of involvement.

b. Discussion: Next steps for implementing project

Chairman Haynes discussed the implementation of the project. He expressed the need for public support as taxpayers should be informed of the usage of space. He noted the space will be utilized partly by the County and would like to see some space available to the community. Further discussions regarding town hall meetings and architecture firm selections being the beginning stages.

c. Review and approval of three Request for Qualifications scope documents and Committee Report

The Committee discussed the RFQ as provided in the packet and length of time it would be posted. A decision to leave it open for 4 weeks was discussed. This would allow time for prospective bidders to schedule walk throughs of the space to complete their processes.

A motion was made by Commissioner Wynne, seconded by Mr. Mudd, to approve the RFQ's as provided. The motion was amended to state the provided RFQ is approved but will allow the Finance Department to adjust any necessary verbiage to comply with the County's bid process. The main motion and the amendment passed unanimously.

The committee set the date for reviewing the submitted RFQ's for September 24th at 5:30 p.m. Chairman Haynes reported the Law Director's guidance that the selection panel proceeds as authorized, with committee members and county staff eligible to serve and any additional parties requiring General Operations Committee approval, and that the panel will review submissions at the September 24 meeting using a scoring mechanism included in the posting package.

d. Public Engagements

The Committee discussed ideas regarding a public meeting following the award to the appropriate firm. They mentioned social media posts and contacting the news media as other ways to engage and inform the community. The Committee noted that any post-award informational meeting attended by multiple commissioners will be publicly advertised, led by the selected firm, and limited to information gathering.

e. Downtown Holiday Lighting Proposal

Mr. Mudd presented an idea to the committee regarding placing lights around the Old Courthouse. He presented a photo of the Courthouse when the County has placed lights up in past years. He stated he had contacted a company who supplied a quote of approximately \$16,000.00. The Committee discussed timing the lighting with the City of Gallatin tree lighting as a kickoff for the community engagement process and the county's 250th anniversary, with Mayor Isbell to obtain a comparison quote from the county's current lighting contractor and pursue corporate sponsorship funding and a possible city partnership, Ms. Nixon to inquire about city tourism funds, and Mr. Mudd awaiting a response from Mayor Brown.

Adjournment

With no more discussions, Chairman Haynes called for adjournment. Motion made by Mayor Isbell, seconded by Commissioner, to adjourn at approximately 6:15 p.m. Motion passed unanimously.

MINUTES
OLD COURTHOUSE AD-HOC COMMITTEE
August 27, 2026

Present

Clay Haynes, Chairman
Reginald Mudd, Vice-Chairman
J. Wes Wynne, Commissioner
John Isbell, Mayor of Sumner County
Amy Nixon, Citizen
David Klein, Commissioner

Absent

Paige Brown, Mayor of Gallatin
Ben Harris, Commissioner

The Old Courthouse Ad-Hoc Committee meeting was called to order by Chairman Clay Haynes at approximately 5:30 p.m. in conference room 112.

Invocation

Commissioner Klein provided the invocation

Approval of Agenda

Motion made by Commissioner Klein, seconded by Commissioner Wynne, to accept the agenda.
Motion passed unanimously.

Approval of Minutes

Motion was made by Commissioner Wynne, seconded by Ms. Nixon, to accept the minutes from July 30, 2026. Motion passed unanimously.

Recognition of the Public

Jenna Landstrom of 814 Butler Bridge Road, Portland, TN was present to discuss the plans for Christmas lights on the Old Courthouse. She noted that the City of Gallatin would like to partner with the County in coordinating the project.

Further discussions ensued regarding the coordination of the lights, type of lights, and cost of the project. Discussions also included how many sides of the building would be decorated as well as the shading of the lights and who would hang the lights. Mayor Isbell stated the County would be willing to share the cost with the City of Gallatin if this would be agreeable with the City Mayor. It was noted that the estimated cost is approximately \$16,000 of which Mayor Isbell felt the County could contribute \$8,000. The vendor which submitted the current estimate has requested a decision by 9/1/26.

Old Business

None

New Business

Chairman Haynes provided a brief update of the progress to date. He noted the RFQ went live on 8/20/26 and is currently on the County website. He also noted the mandatory site tours have begun, and the first tour was today, 8/27/26. Questions from architects and engineers can be asked until 9/9/26 and answers will be posted by 9/10/26 with the final submissions due by 9/17/26.

Chairman Haynes also discussed that once the bids are received, the committee would use a scoring mechanism to rate the firms. This committee panel would meet on 9/24/26 to review and rank the submissions. Chairman Haynes also noted that to limit the risk of limited response, he and Mr. Shamrock will reach out to qualified firms.

Chairman Haynes stated he would request an updated synopsis on 8/28/26.

Discussions then moved to an open house/public event. This would encourage the public to become involved and build excitement surrounding the project. Mayor Isbell then noted a good time to unveil the project could be 11/14/26. On this date the County is holding an event to place a time capsule in front of the Jethro Sumner Monument followed by a drone show. The open house could be included in this event by opening a small portion for viewing. Another idea suggested was to have someone tape a short history of the courthouse being played during the tour.

Discussions then moved back to the lights around the building. A motion was made by Commissioner Klein, seconded by Mayor Isbell, to suspend the rules to hear from the audience. Motion passed unanimously.

A question was asked regarding the lights being used on 11/14/26 and the fact the Christmas lights were not usually turned on at this early date. They also discussed the other events that would take place within the City of Gallatin during this time of year, which could interfere with this plan. Chairman Haynes asked where to find a list of events currently scheduled and Ms. Nixon stated the websites where the information can be found. Mayor Isbell stated the date could be changed if necessary.

Mayor Isbell also discussed the possibility of having renderings of the project visible to the public during the open house.

Chairman Haynes also noted the need of public involvement and stated through QR codes, questionnaires and other avenues, ideas can be shared.

Recognition of the Public No-Agenda Items

None

Adjournment

With no more discussions, Chairman Haynes called for adjournment at approximately 6:15 p.m.

MINUTES
VOLUNTEER FIRE DEPARTMENT AD-HOC COMMITTEE
August 13, 2026

Present

J. Wes Wynne, Chairman
Chris Shoemaker, Vice Chairman
Ben Harris, Commissioner
Chris Edgerton, Chief
Curtis Williams, Citizen
Henry DeGroot, Citizen
David Klein, Commissioner

Absent

Scotty Bush, Chief
Sam Thornton, Chief

The Volunteer Fire Department Ad-Hoc Committee meeting was called to order by Chairman Wynne at approximately 5:30 p.m. in conference room 112.

Invocation

Commissioner Harris provided the invocation.

Approval of Agenda

Motion made by Mr. Williams, seconded by Chief Edgerton, to accept the agenda. Motion passed unanimously.

Approval of Minutes

Motion made by Commissioner Harris, seconded by Mr. Williams, to accept July 28, 2026, minutes. Motion passed unanimously.

Recognition of the Public

None

Old Business

a. Funding Ideas for VFD's

Chairman Wynne opened the discussions for Funding Ideas. Discussions ensued regarding the focus of approval for a Fire Coordinator funding and the expected timeline for the position.

A motion was made by Commissioner Klein, seconded by Mr. Shoemaker, to suspend the rules to talk with Chiefs present. Motion passed unanimously.

After discussions, Chairman Wynne brought the meeting back into session.

Discussions continued regarding the Fire Coordinator Action Plan Timeline – First 30 Days. A motion was made by Mr. DeGroot, seconded by Mr. Williams, Bullet point #7 would read “Identify operational gaps in staff, equipment and missed calls.” Motion passed unanimously.

Chief Edgerton then motioned, seconded by Commissioner Harris, to add a disclaimer to the Action Plan to state, “The following are suggested guidelines and subject to review.” Motion passed unanimously.

Discussions moved to the 31–60-day section. A motion was made by Chief Edgerton, seconded by Mr. Shoemaker, to strike the remainder of bullet #5. Motion passed unanimously.

Another motion was made by Mr. DeGroot, seconded by Chief Edgerton, to change the action plan path from 30-60-90 days to 60-120-180 days. Discussions ensued. Motion passed unanimously.

Discussion was held on identifying the metrics of the position. The committee decided this topic will be discussed at a later meeting.

The discussions moved to 60-day action plan. Motion was made by Chief Edgerton, seconded by Mr. Shoemaker, to change “Conduct” to “Coordinate” in bullet #1. Motion passed unanimously.

Motion made by Chief Edgerton, seconded by Mr. Shoemaker, to clarify bullet #5 by adding “in regard to response and training.” Motion passed unanimously.

In bullet #9, a motion was made by Mr. Edgerton, seconded by Commissioner Klein, to remove a comma. Motion passed unanimously.

Under the 90-day Deliverables, a motion was made by Mr. Shoemaker, seconded by Chairman Wynne, to strike bullet #4. Discussions ensued. Mr. Shoemaker changed his motion to remove and replace “Fire Subcommittee” with Health and Emergency Services Committee. Motion passed unanimously.

Discussion moved to the 4–6-month section. Motion was made by Mr. Williams, seconded by Mr. Shoemaker, to change the timeline from 4-6 and 7-12 months to 6-8 and 9-12 months. Motion passed unanimously.

Bullet #3, a motion was made by Chief Edgerton, seconded by Mr. DeGroot, to strike “and onboarding” from the priority list. Motion passed unanimously.

A motion was made by Mr. Williams, seconded by Commissioner Klein, to change bullet #4 to read “Begin coordinating the pursuit of priority grants with County Fire Chiefs”. Discussions ensued. Motion passed unanimously.

A motion was made by Chief Edgerton, seconded by Mr. Williams, to strike bullet #7. Motion passed unanimously.

Chief Edgerton the motioned to add a bullet #11 to read “Begin providing recommendations on common equipment purchases. Motion passed unanimously.

The Committee then decided that they would review the remainder of the document and continue discussions at the next meeting.

b. VFD Budgets

Chairman Wynne moved discussions to the VFD Budgets. Commissioner Klein provided his research on a few of the stations and their budget. He noted he would continue to work toward the format.

New Business

a. Purpose of proposed Fire Sub-committee

A motion was made by Mr. Shoemaker, seconded by Mr. Williams to defer this discussion to the next meeting. Motion passed unanimously.

Recognition of the Public (Non-Agenda Items)

None

Adjournment

With no more discussion, Chairman Wynne called for adjournment. Motion made by Mr. Shoemaker to adjourn, seconded by Mr. Williams, at approximately 7:45 p.m. Motion passed unanimously.

MINUTES
VOLUNTEER FIRE DEPARTMENT AD-HOC COMMITTEE
August 25, 2026

Present

J. Wes Wynne, Chairman
Chris Shoemaker, Vice Chairman
Ben Harris, Commissioner
Curtis Williams, Citizen
Henry DeGroot, Citizen
David Klein, Commissioner
Sam Thornton, Chief

Absent

Scotty Bush, Chief
Chris Edgerton, Chief

The Volunteer Fire Department Ad-Hoc Committee meeting was called to order by Chairman Wynne at approximately 5:30 p.m. in conference room 112.

Invocation

Commissioner Klein provided the invocation.

Approval of Agenda

Motion made by Commissioner Harris, seconded by Commissioner Klein, to accept the agenda.
Motion passed unanimously.

Approval of Minutes

Motion made by Commissioner Klein, seconded by Mr. Williams, to accept August 13, 2026, minutes. Motion passed unanimously.

Recognition of the Public

None

Old Business

a. Funding Ideas for VFD's

Chairman Wynne opened discussions for Funding Ideas. Discussions ensued regarding the expected timeline for the position. The committee picked up at the 9–12-month section of the timeline.

A motion was made by Mr. Shoemaker, seconded by Chief Thornton, to strike and replace bullet #9 to read “Begin developing service expectations for VFD funding contracts.” Motion passed unanimously.

Motion made by Mr. Williams, seconded by Chief Thornton, to add 4 points in this section to be completed within the first year. 1. Identify Funding Source 2. Select Fire Marshall/Chief 3. Define zones and Contracts 4. Prepare the Resolution for the adoption of the Fire Department Recognition Act. Discussions ensued.

A motion was made by Commissioner Klein, seconded by Chief Thornton, to suspend the rules to discuss zones with Chiefs present. Motion passed unanimously.

After discussions, Chairman Wynne brought the meeting back into session.

Motion was amended by Chief Thornton, seconded by Mr. Williams to add status points to bullet #10. Motion passed unanimously.

Discussions moved to the 13–18-month section. Motion made by Chairman Wynne, seconded by Mr. Williams to strike bullet #10. Discussion continued succession planning. Commissioner Wynne amended to change from strike and amend to read “Document succession planning and leadership development within the VFD system,” seconded by Chief Thornton. Motion passed unanimously.

Motion was made by Commissioner Harris, seconded by Chief Thornton, to change bullet #5 to read “Evaluate SOP/SOG alignment where interoperability benefits exist.” Motion passed unanimously.

Discussions moved to the 19–24-month section. Motion made by Commissioner Harris, seconded by Mr. Williams, to correct bullet #8 changing “Fire Subcommittee and County Commission” to “HEMS Committee.” Motion passed unanimously.

Under the Expected Outcome statement, Mr. Shoemaker made a motion which was seconded by Mr. Williams, to add “Implementation of Service Contracts with County Fire Departments will be completed. Discussion ensued. Motion passed unanimously.

A motion was made by Commissioner Klein, seconded by Commissioner Harris, to add under coordination a second question; “Are there measurable financial efficiencies gained?” Motion passed unanimously.

Chairman Wynne stated he would present a clean copy of the 24-Month Guideline at the next meeting to vote on the complete document.

New Business

a. Purpose of proposed Fire Sub-committee

Discussion was held on defining the purpose and function of the Fire Sub-committee. A motion was made by Chairman Wynne, seconded by Commissioner Klein, to strike the first paragraph and move the last paragraph to the top. Motion passed unanimously.

Motion was made by Chairman Wynne to add a third paragraph to read “This sub-committee shall make itself available to help the Mayor’s Office identify and vet appropriate candidates for the position of Sumner County Fire Marshall/Coordinator in an advisory capacity for the position as well at the HEMS Committee.” Motion seconded by Mr. Williams. Motion passed unanimously.

Motion by Chairman Wynne, seconded by Mr. Williams, to strike all the bullet points and leave 3 points, 1. Advise the Mayor's Office with vetting applications and interviewing applicants. 2. Continue to serve as an advisory board for HEMS and Fire Marshall/Coordinator. 3. Review progress on Road Map and provide recommendations on roadblocks. Motion passed unanimously

Chairman Wynne noted he would provide a clean copy of the document to be voted on at the next meeting.

b. VFD Budgets

Chairman Wynne moved discussions to the VFD Budgets. Commissioner Klein provided his report. He noted he was still working on the categories and would bring something to the next meeting.

Recognition of the Public (Non-Agenda Items)

None

Adjournment

With no more discussion, Chairman Wynne called for adjournment. Motion made by Mr. Williams to adjourn, seconded by Commissioner Harris, at approximately 6:45 p.m. Motion passed unanimously.