

**A G E N D A**  
WILSON COUNTY BOARD OF COMMISSIONERS  
JULY 18, 2016 7:00 P.M.

CALL TO ORDER BY THE CHAIRMAN  
PRAYER  
PLEDGE TO THE FLAG  
ROLL CALL BY THE COUNTY CLERK

HISTORIAN MOMENT

REPORT OF THE STEERING COMMITTEE  
ADOPTION OF THE AGENDA  
CONSENT AGENDA

SPECIAL RECOGNITION

REPORT OF THE MINUTES COMMITTEE  
READING OF THE MINUTES

COMMUNICATIONS FROM THE CHAIR

ELECTIONS & APPOINTMENTS

NOTARIES  
AUDIT COMMITTEE (5 MEMBERS)  
E911 BOARD (1 MEMBER)  
ROAD COMMISSIONER (ZONE 2)

REPORT OF THE EMERGENCY MANAGEMENT COMMITTEE  
EMERGENCY MANAGEMENT DIRECTOR'S REPORT

REPORT OF THE LAW ENFORCEMENT COMMITTEE  
SHERIFF'S REPORT

REPORT OF THE EDUCATION COMMITTEE  
DIRECTOR OF SCHOOLS REPORT

REGISTER OF DEEDS REPORT  
TRUSTEE'S REPORT  
ROAD SUPERINTENDENT'S REPORT  
ASSESSOR OF PROPERTY REPORT

REPORT OF THE PUBLIC WORKS COMMITTEE

**COMMITTEE REPORTS & RESOLUTIONS**

**AGRICULTURAL CENTER MANAGEMENT  
ANIMAL CONTROL  
AUDIT  
BACK TAX  
CABLE TELEVISION  
DEVELOPMENT & TOURISM  
ETHICS  
FINANCE  
HEALTH & WELFARE  
INSURANCE  
JUDICIAL  
PLANNING & ZONING  
RECREATION  
RULES  
URBAN TYPE PUBLIC FACILITIES BOARD**

**FINANCE DIRECTOR'S REPORT  
REPORT OF THE BUDGET COMMITTEE**

**OLD BUSINESS  
NEW BUSINESS**

**PUBLIC HEARING FOR ZONING PURPOSES  
ONE HOUR AFTER COMMISSION CONVENES**

**ADJOURNMENT**

16-7-1

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE DESIGNATING SUNDAY, JULY 31, 2016 AS "A DAY OF PRAYER FOR OUR SCHOOLS" IN WILSON COUNTY**

**WHEREAS**, "A Day of Prayer for our Schools" was conceived by members of the Kiwanis Club of Lebanon, Tennessee after the murder of several students and a teacher at Columbine High School in Littleton, Colorado; a tragedy which caused Americans across the nation to become concerned for the safety of their children at school and sadly, was not the last example of violence in an American school; and

**WHEREAS**, the first observance of "A Day of Prayer for our Schools" was sponsored by the Kiwanis Club of Lebanon on August 14, 1999; and

**WHEREAS**, this project has been repeated each year since then with the 18<sup>th</sup> annual observance of "A Day of Prayer for our Schools" to be held on Sunday, July 31, 2016; and

**WHEREAS**, this project seeks to unite the entire community in prayer for the safety of our children by encouraging all churches and places of worship to dedicate a portion of their worship service that day to special prayer seeking God's help in keeping our children safe at school; and

**WHEREAS**, the first two "Objects of Kiwanis" are to give primacy to the human and spiritual rather than the material values of life" and "to promote the daily living of the Golden Rule in all human relationships"; and

**WHEREAS**, with no greater blessing from God than the gift of our children, Kiwanis members believe that the safety of our children at school should be a very high priority and they are requesting the entire community to join in this effort; and

**WHEREAS**, Kiwanians also believe that the solutions to many of the problems existing in our society are spiritual in nature, rather than political, and new laws and more metal detectors in our schools will not change the way people treat each other; and

**WHEREAS**, members of the Kiwanis Club believe that there is no better thing than prayer to seek a safe school environment for our children;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Wilson County, Tennessee that, in furtherance of the efforts of the members of the Kiwanis Club of Lebanon, Wilson County, Tennessee, we hereby designate Sunday, July 31, 2016 as "A Day of Prayer for our Schools" in Wilson County and urge the entire County to join in this effort.

\_\_\_\_\_  
SPONSOR

\_\_\_\_\_  
Randall Hutto, Wilson County Mayor

RECOMMENDED FOR APPROVAL:

This Resolution will be presented to the Steering Committee for recommendation at their meeting on Monday, July 18, 2016.

STATE OF TENNESSEE, WILSON COUNTY BOARD OF COMMISSIONERS,  
JUNE 20, 2016:

Be it remembered that the regular meeting of the Board of Commissioners June 20, 2016,  
the same being the Third Monday in said month.

There was present and presiding the Honorable County Mayor Randall Hutto; Jim  
Goodall, County Clerk; and a quorum of County Commissioners to wit:

Becky Siever, Adam Bannach, Bobby Franklin, Chad Barnard, Jerry McFarland, Kenny  
Reich, Terry Scruggs, Frank Bush, Sara Patton, Dan Walker, John P. Gentry, Terry  
Ashe, Sonja Robinson, Jeff Joines, Diane G. Weathers, Gary Keith, Terry Muncher,  
William Glover, Annette Stafford, Cindy Brown, Wendell Marlowe, Sue Vanatta, Joy  
Bishop, and Jim Emberton

The Board of Commissioners was opened in the form of law at 7:00 P.M. when the  
following proceedings were had and entered to wit:

A prayer was given by Watertown High School Principal Jeff Luttrell; everyone said the  
pledge to the flag which was led by Commissioner Kenny Reich.

The Clerk called the roll showing 24 present and 1 absent.

Commissioner McFarland gave the History of Wilson County concerning Uncle Jimmy Thompson, first performer on the Grand Ole Opry 1848-1931.

History Page \_\_\_\_\_

Commissioner Siever gave the Steering Committee Report and moved that said report be received and filed, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Commissioner Siever made a motion to adopt the Agenda, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Agenda Page \_\_\_\_\_

Commissioner Siever made a motion to adopt the Consent Agenda, seconded by Commissioner Barnard. Resolution 16-6-1 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year to Make Line Item Transfers into County Clerk. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-1 \_\_\_\_\_

Commissioner Patton read Resolution 16-6-2 Expressing Appreciation to the Auburntown Volunteer Fire Department for Responding Through Mutual Aid and to the Watertown Volunteer Fire Department and Wilson Emergency Management Agency. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Resolution 16-6-2 \_\_\_\_\_

Commissioner Patton read Resolution 16-6-3 Honoring Watertown High School Assistant Principal Terry Thompson Upon His Retirement from the Wilson County School System. Commissioner Patton made a motion that said Resolution be adopted, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Resolution 16-6-3 \_\_\_\_\_

Commissioner Reich read Resolution 16-6-4 Honoring Wilson County's Emergency Medical Services Personnel and Designating May 15-21, 2016 as "Emergency Medical Services Week". Commissioner Reich made a motion that said Resolution be adopted, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Resolution 16-6-4 \_\_\_\_\_

Commissioner Keith read Resolution 16-6-5 Honoring the Wilson County Drug Court System and Proclaiming May 2016 as “Drug Court Month”. Commissioner Keith made a motion that said Resolution be adopted, seconded by Commissioner Glover. Passed by unanimous voice vote.

Resolution 16-6-5 \_\_\_\_\_

Commissioner Barnard gave the Minutes Committee Report and moved that said Report be received and filed, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Commissioner Bannach made a motion to dispense with the reading of the minutes, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Communications from the Chair. Commissioner Joines stated there are over 900 campers at the James E Ward Ag Center for the Jr. High School National Rodeo Finals. There are over 1100 participants. Thursday Night is Elected Officials Night and hope that each one will come out.

School Director Dr. Donna Wright read Resolution 16-6-17 Honoring Lebanon High School Honorary Graduate Mr. Raymond Lasater. Commissioner McFarland made a

motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by unanimous voice.

Resolution 16-6-17 \_\_\_\_\_

A list of Notaries for June was presented to the Commission. Commissioner Marlowe made a motion to approve the list of Notaries for June, 2016, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Notary Page \_\_\_\_\_

Commissioner Reich gave the Emergency Management Committee Report and moved that said report be received and filed, seconded by Commissioner Glover. Passed by unanimous voice vote.

Emergency Management Committee Report Page \_\_\_\_\_

Director Joey Cooper gave the Emergency Management Director's Report. Commissioner Reich made a motion that said report be received and filed, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Emergency Management Director's Report \_\_\_\_\_

Commissioner Reich gave the Law Enforcement Committee Report and moved that said report be received and filed, seconded by Commissioner Ashe. Passed by unanimous voice vote.

Law Enforcement Committee Report Page \_\_\_\_\_

Sheriff Robert Bryan gave the Sheriff's Report. Commissioner Ashe made a motion that said report be received and filed, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Sheriff's Report Page \_\_\_\_\_

Commissioner Stafford gave the Education Committee Report and moved that said Report be received and filed, seconded by Commissioner Vanatta. Passed by unanimous voice vote.

Education Committee Report Page \_\_\_\_\_

Director of Schools Donna J. Wright gave the School Director's Report. Commissioner Joines made a motion that said report be received and filed, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Director of Schools Report Page \_\_\_\_\_

Commissioner Keith gave the Public Works Committee Report and moved that said report be received and filed, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Public Works Committee Report Page \_\_\_\_\_

No report was given at this time by the Agricultural Center Management Committee.

Commissioner Marlowe gave the Animal Control Committee Report and moved that said report be received and filed, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Animal Control Committee Report Page \_\_\_\_\_

No report was given at this time by the Audit Committee.

No report was given at this time by the Back Tax Committee.

No report was given at this time by the Cable Television Committee.

Commissioner Marlowe gave the Development & Tourism Committee Report and moved that said report be received and filed, seconded by Commissioner Vanatta. Passed by unanimous voice vote.

Development & Tourism Committee Report Page \_\_\_\_\_

Commissioner Ashe gave the Ethics Committee Report and moved that said Report be received and filed, seconded by Commissioner Brown. Passed by unanimous voice vote.

Ethics Committee Report Page \_\_\_\_\_

No report was given at this time by the Finance Committee.

Commissioner Siever gave the Health & Welfare Committee Report and moved that said report be received and filed, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Health & Welfare Committee Report Page \_\_\_\_\_

Commissioner Ashe gave the Insurance Committee Report. Commissioner McFarland moved that said report be received and filed, seconded by Commissioner Walker. Passed by unanimous voice vote.

Insurance Committee Report Page \_\_\_\_\_

Commissioner Keith gave the Judicial Committee Report and moved that said report be received and filed, seconded by Commissioner Muncher. Passed by unanimous voice vote.

Judicial Committee Report Page \_\_\_\_\_

Commissioner McFarland gave the Planning & Zoning Committee Report and moved that said report be received and filed, seconded by Commissioner Joines. Passed by unanimous voice vote.

Planning & Zoning Committee Report Page \_\_\_\_\_

No report was given at this time by the Recreation Committee.

Commissioner Muncher gave the Rules Committee Report and moved that said report be received and filed, seconded by Commissioner Ashe. Passed by unanimous voice vote.

Rules Committee Report Page \_\_\_\_\_

Commissioner Joines gave the Urban Type Public Facilities Board Report and moved that said report be received and filed, seconded by Commissioner Barnard. Passed by unanimous voice vote.

Urban Type Public Facilities Board Report \_\_\_\_\_

Director Aaron Maynard gave the Finance Director's Report showing a Power Point on Insurance showing cost have gone down. There has been \$760,000 less claims than last year through May. Commissioner Bush stated in looking at the final page of General Fund and Reserves, in those 12 or 15 categories it says restrictions. Could you explain the nature of those restrictions? Director Maynard stated Courtroom Security this is a fee charged each litigation. Commissioner Bush stated he didn't necessarily need each line item. You can say restrictions, like a legal restriction? Director Maynard stated yes, there is nothing that can be done with that money, but for that line item. Commissioner Bush asked is that true for every one of these? Director Maynard stated yes it is. Commissioner Bush asked is this a new part of the list or have I just missed it? Director Maynard stated you just missed it. Commissioner Bush stated that is entirely possible. Director Maynard stated it has always been there, or it should have been there. I'd have to go back to last month to tell you for sure. Commissioner Bush stated so we have restricted Crime Stoppers \$4,014.00 and can not be spent in any other way or moved to any other line in the General Fund, except for expenditures on Crime Stoppers. Director Maynard stated that is correct. Commissioner Bush stated that is determined by whom and by what? County Attorney Jennings stated it would depend on the statute that set it

up. Commissioner Ashe stated that was from a fundraiser when Crime Stoppers began and it had to be put in a line item. Commissioner Bush stated so the State defines these line items. Director Maynard stated yes. Like if someone makes a donation to WEMA. We can refuse it, but if we accept it then it goes into the restricted line item. Commissioner Bush stated so it has to do with the source of the funds that goes into these. Director Maynard stated that is mostly true. If you accept money and they say it is to be used for the purpose, then that's the only thing you can use those funds for. Commissioner Joines asked how does the money get to these line items? Director Maynard stated if a donation is made to WEMA for a specific purpose, that money is turned over to the Trustee and Finance Department gets notified of the donation on the report. County Attorney Jennings stated anyone who receives any funds are required by law to turn it over to the Trustee's Office. Commissioner Reich made a motion that said report be received and filed, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Finance Director's Report Page \_\_\_\_\_

Commissioner McFarland gave the Budget Committee Report and moved that said report be received and filed, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Budget Committee Report Page \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-6 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year by Approving Wilson County Board of Education General Purpose School Fund Budget Amendment 2016-08. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-6 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-7 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year by Approving Wilson County Board of Education General Purpose School Fund Budget Amendment 2016-09. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Joines. Commissioner Bush made a motion to defer until next budget year, seconded by Commissioner Franklin. Motion to defer failed by a roll call vote 6 for, 18, against, 0 not voting, and 1 absent.

Voting YES:	(6)	Bannach, Franklin, Bush, Walker, Gentry, Bishop
Voting NO:	(18)	Siever, Barnard, McFarland, Reich, Scruggs, Patton, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Emberton
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Original Resolution passed by a roll call vote 22 for, 2 against, 0 not voting, and 1 absent.

Voting YES:	(22)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Patton, Walker, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(2)	Bush, Gentry
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-7 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-8 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year by Approving Wilson County Board of Education Central Cafeteria Fund Budget Amendment 2016-10. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by a roll call vote 22 for, 2 against, 0 not voting, and 1 absent.

Voting YES:	(22)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Patton, Walker, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(2)	Bush, Gentry
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-8 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-9 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year for Line Item Transfers in Recreation. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Ashe. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-9 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-10 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year to Make an Additional Appropriation into the Wilson County Sheriff's Department. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Reich. Commissioner Bush made a motion to amend to take funds out of Ag Center Fund, seconded by Commissioner Gentry. Commissioner Joines made a motion to amend to take the funds out of the Landfill or WEMA. I don't think the Ag Center is responsible for Social Security, Taxes, or Retirement. Commissioner McFarland asked will any of these funds be paid back by the Rodeo? Commissioner Joines stated some will, but we don't know the exact amount. Commissioner McFarland stated he thought when it went through the system, that the Rodeo was going to pay back security and all. Commissioner Joines stated the Rodeo is going to pay for some of the expenses, and some expenses are before the Rodeo came. The Sheriff's Department is doing some over and above and the Rodeo is reimbursing. The Ag Center does not mind paying that, but they will be asking for more money. Commissioner Ashe stated this is a public safety issue and I would ask the Commissioners to vote for this Resolution. Commissioner Gentry asked is it appropriate to transfer this money before we spend it? Commissioner

Ashe stated he is making the line item transfer now, so he does not run short at the end of this budget year. Commissioner Bush stated this has nothing to do with when this needs to be done or whether its public safety or capital expenditures. It is where the funds come from and we have established a precedence that we're funding the Rodeo out of the Ag Center Fund. In January we took \$200,000.00 out for tents and other items for the Rodeo. We were all supporting the rodeo and voted for this. I don't see from a money standpoint that this is any different. There is no delay, lets just take it out of the Ag Center Fund, like we have done previously, instead of the General Fund. Commissioner Joines called for questions, seconded by Commissioner Siever. Failed by a roll call vote 3 for, 21 against, 0 not voting, and 1 absent.

Voting YES:	(3)	Franklin, Bush, Gentry
Voting NO:	(21)	Siever, Bannach, Barnard, McFarland, Reich, Scruggs, Patton, Walker, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Original Resolution passed by a roll call vote 22 for, 2 against, 0 not voting, and 1 absent.

Voting YES:	(22)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Patton, Walker, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(2)	Bush, Gentry
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-10 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-11 to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year to Make Line Item Transfers in Property Assessor. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-11 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-12 to Reflect Revenues Received but not Included in the Original Budget for the 2015-2016 Fiscal Year and to Amend the Budget & Appropriation Resolution for the 2015-2016 Fiscal Year to Transfer These Funds into the Workers Compensation Insurance Fund. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Patton. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-12 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-13 to Adopt a Continuing Budget & Tax Rate for the Fiscal Year Beginning July 1, 2016 and to Authorize the Issuance of Tax Anticipation Notes for the County of Wilson. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-13 \_\_\_\_\_

Commissioner McFarland read Resolution 16-6-14 Establishing Rules for Wilson County Archives to go into the Archives Vault. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Joines. Passed by unanimous voice vote.

Resolution 16-6-14 \_\_\_\_\_

Commissioner Reich made a motion to suspend the rules, seconded by Commissioner Stafford. Passed by unanimous voice vote.

Commissioner McFarland read Resolution 16-6-15 Accepting a Grant on the 2015-2016 Litter Grant Program and Authorizing the County Mayor to Execute a Contract Between the State of Tennessee Department of Transportation and Wilson County, Tennessee. Commissioner McFarland made a motion that said Resolution be adopted, seconded by Commissioner Stafford. Passed by a roll call vote 24 for, 0 against, 0 not voting, and 1 absent.

Voting YES:	(24)	Siever, Bannach, Franklin, Barnard, McFarland, Reich, Scruggs, Bush, Patton, Walker, Gentry, Ashe, Robinson, Joines, Weathers, Keith, Muncher, Glover, Stafford, Brown, Marlowe, Vanatta, Bishop, Emberton
Voting NO:	(0)	
ABSTAINING:	(0)	
ABSENT:	(1)	Justice

Resolution 16-6-15 \_\_\_\_\_

Tom Brashear read Proposed Rezoning by property owners David and Brenda Rahrer to rezone Parcel 15.01 on Wilson County Tax Map 103 from (A-1) Agricultural to (C-3) Highway Commercial consisting of approximately 18,000 square feet located at 1952 Murfreesboro Road.

No one was present to speak for or against.

Tom Brashear read Proposed Rezoning from Fleming Homes to rezone from (A-1) Agricultural to (R-1) Rural Residential containing approximately 2.37 acres located at 1250 Riverview Road being Parcel 12.00 on Wilson County Tax Map 28. Tom Brashear stated that a letter was received from Fleming Homes to withdraw this Rezoning.

Commissioner Stafford made a motion to go back into regular session, seconded by Commissioner Walker. Passed by unanimous voice vote.

Commissioner Ashe made a motion to approve Proposed Rezoning by property owners David and Brenda Rahrer to rezone Parcel 15.01 on Wilson County Tax Map 103 from (A-1) Agricultural to (C-3) Highway Commercial consisting of approximately 18,000 square feet located at 1952 Murfreesboro Road, seconded by Commissioner McFarland. Passed by unanimous voice vote.

Zoning Page \_\_\_\_\_

Old Business. Commissioner Bishop asked the County Mayor for a list of properties owned by Wilson County.

No New Business.

Commissioner Bannach made a motion to adjourn, seconded by Commissioner Marlowe. Passed by unanimous voice vote.



**RANDALL HUTTO**  
County Mayor

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**WILSON COUNTY GOVERNMENT**

July 11, 2016

Dear Commissioners,

There are just a few appointments to be made during your July 18, 2016 County Commission meeting.

Upon your confirmation, I'd like to appoint Mr. Ken Davis to the Emergency Communications (911) Board.

Mr. Davis is a lifelong resident of Wilson County, where he attended and graduated from Watertown High School. He retired from BellSouth after 37 ½ years in 2007, after which he opened a small lawn care business. He has served on the Board of Directors for the Wilson County Christmas for All, which helps to provide Christmas for over 2,000 children in the Wilson county Area. He is a Master Mason at Lodge #98 in Lebanon, he is a member of Lebanon First Methodist Church. He is married to Glenda Davis and has 2 daughters, Megan and Joey.

Also, upon your confirmation, I'd like to appoint the following individuals (5) to the Audit Committee:

Commissioners Frank Bush, Sonja Robinson and Sue Vanatta along with Mr. Chris Crowell and Mr. Jerry Taylor.

Of course, your commissioners need no introduction.

Mr. Crowell has been with Liberty Bank since 2011, where he serves as Vice President. Prior to that, his twenty plus year career in financial services has taken him into the public sector, private insurance, as well as the local banking industry.

Mr. Jerry Taylor is a certified public accountant, a longtime career for him, and operates his own accounting firm in Watertown. This will be his fourth term, if appointed.

You are to elect 1 Road Commissioner to serve Zone 2 on the Road Commission. This Commissioner must be from district 1, 4, 8, 10, 18, 22 or 25. This Commissioner will also serve on the Urban Type Facilities Board.

If you have any questions or concerns regarding this appointment please contact me prior to the meeting.

Sincerely,

A handwritten signature in cursive script that reads "Randall Hutto".

Randall Hutto  
Wilson County Mayor



# Wilson County EMA



## *Director's Report*

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July 18, 2016

### Wilson County Commission

- "Dispatch Report by District Summary" – June (Attached)
- "Monthly Call Report" – June (Attached)
  - Medical – 968
  - Fire – 38
  - Rescue – 246
  - Total Calls – 1,252    YTD – 7,493
  
- "Emergency Management Activities" – (Since last meeting)
  - Wilson County 911 Meetings
  - Fair Planning Meeting
  - Tennova Hospital Meeting
  - Severe Weather Activities

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End of Report!!!



Joey Cooper, Director

Wilson County EMA

# Wilson County Emergency Management Agency Dispatch Report by District Summary

Beg: 6/1/16  
End: 6/30/16

Ambulance		YTD	Fire			YTD	Rescue		YTD
District	Count		District	Count	# of Units Responded	Calls	District	Count	Calls
1	19	112	1	0	0	6	1	8	43
2	8	102	2	0	0	2	2	3	15
3	37	221	3	2	2	7	3	7	49
4	21	189	4	2	4	13	4	9	70
5	33	163	5	3	7	21	5	14	69
6	23	159	6	0	0	20	6	14	78
7	38	185	7	5	8	15	7	9	73
8	24	146	8	1	2	8	8	11	52
9	29	210	9	2	6	10	9	3	18
10	30	179	10	0	0	4	10	3	23
11	28	175	11	0	0	4	11	3	28
12	26	165	12	5	9	23	12	11	59
13	26	200	13	2	4	20	13	10	97
14	46	262	14	4	10	18	14	29	149
15	35	218	15	3	6	12	15	13	79
16	47	303	16	2	4	10	16	8	63
17	75	307	17	2	8	7	17	9	65
18	21	169	18	3	3	13	18	13	59
19	42	308	19	1	2	1	19	5	28
20	119	625	20	0	0	9	20	8	104
21	95	406	21	1	1	7	21	21	111
22	28	155	22	0	0	5	22	10	43
23	25	202	23	0	0	3	23	5	42
24	49	323	24	0	0	6	24	8	66
25	44	253	25	0	0	11	25	12	63
<b>Total</b>	<b>968</b>	<b>5737</b>	<b>Total</b>	<b>38</b>	<b>76</b>	<b>255</b>	<b>Total</b>	<b>246</b>	<b>1546</b>

Total for All	1252
Prior Month Year To Date	6241
Year to Date	7493



Jan. Feb. March April May June July Aug. Sept. Oct. Nov. Dec. Total

**Rescue Runs By Station**

St. 1	60	62	63	55	76	50							366
St. 2	2	0	0	2	0	2							6
St. 3	32	43	26	28	38	33							200
St. 4	47	39	30	41	30	37							224
St. 5	31	29	49	40	49	39							237
St. 6	38	30	23	20	26	29							166
St. 7	4	5	0	2	0	3							14
St. 8	25	16	13	11	14	11							90
St. 9	47	34	37	34	47	42							241
St. 10	0	0	0	0	0	0							0
<b>Total</b>	<b>286</b>	<b>258</b>	<b>241</b>	<b>233</b>	<b>280</b>	<b>246</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1544</b>

**County/City Limits Breakdown (RESCUE)**

County	182	173	151	163	168	155							992
Lebanon	78	59	76	50	84	67							414
Mt. Juliet	26	25	13	19	28	23							134
W-town	0	1	1	1	0	1							4
<b>Total</b>	<b>286</b>	<b>258</b>	<b>241</b>	<b>233</b>	<b>280</b>	<b>246</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1544</b>

**Total Runs Per Station**

St. 1	322	280	336	297	323	322	0	0	0	0	0	0	1880
St. 2	37	29	44	45	38	30	0	0	0	0	0	0	223
St. 3	129	130	97	104	127	121	0	0	0	0	0	0	708
St. 4	144	115	112	135	109	114	0	0	0	0	0	0	729
St. 5	85	91	141	107	145	114	0	0	0	0	0	0	683
St. 6	139	107	114	91	113	114	0	0	0	0	0	0	678
St. 7	14	13	4	13	21	21	0	0	0	0	0	0	86
St. 8	82	59	57	45	52	44	0	0	0	0	0	0	339
St. 9	245	216	266	245	240	266	0	0	0	0	0	0	1478
St. 10	121	110	119	124	109	106	0	0	0	0	0	0	689
<b>Total</b>	<b>1318</b>	<b>1150</b>	<b>1290</b>	<b>1206</b>	<b>1277</b>	<b>1252</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7493</b>

**Yearly Calls (All)**

<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
?	?	9700	9896	10321	10037	11704	12536	12182	12289	13693	13827	14862	15693
<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>							

16059 14816

ROBERT BRYAN  
SHERIFF

STATE OF TENNESSEE

OFFICE (615) 444-1412  
FAX (615) 453-6024



SHERIFF OF WILSON COUNTY  
105 EAST HIGH STREET • LEDANON, TN 37087

June 1-30, 2016  
Activity Report

Activity	May-16	June-16
Calls for Service	3178	3113
Special Response Team Callouts	1	1
CID Cases Investigated	94	80
Domestic Violence Offenses Investigated	89	83
Sex Offenses Investigated	24	12
Sex Offenders Registered	5	39
CID Cases Cleared	65	43
Narcotics Intelligence Received	15	21
Narcotics Intelligence Closed	2	6
State Warrants Received	781	937
Arrests on State Warrants	810	777
Civil Warrants Received	1631	1641
Civil Warrants Served	1488	1705
Total Booked Through Jail	546	499
Highest Daily Inmate Population (458 Bed Facility)	428	410
Average State Prison Inmates	162	141
Facility Security Scan (Magnetometer):		
Criminal Justice Complex	13697	13683
Judicial Center	7684	7448
Reserve Volunteer Hours	169	147.75
SCAN Volunteer Hours	538	678.25
K9 SAR Volunteer Hours	115	94
Mounted Search & Rescue Volunteer Hours	226	194

**Inmate Work Bus Projects:** Trash Pickup's - Mt. Juliet Ball Park, Lake Haven Boat Ramp, Tyree Boat Ramp, Blown Out Bridge, Ward Ag. Center. Other – Wilson County Landfill, Ward Ag. Center, and Inmate Garden.

**Roadside Litter Pickup:** Old Lebanon Dirt Road, Cedar Drive, Tate Lane, Jackson Road, Pugh Road, Burford Road, Coles Ferry Pike, Hartsville Pike, Peyton Road, Porterfield Hill Road.

**Community Outreach Projects:** Wilson County Help Center, Mid-Cumberland, Cumberland University, Lebanon Public Safety, Community Help Center, Tuckers Cross Road Ballpark, Joseph's Storehouse, Lebanon Dog Park, Sheriffs' Association.

**Department:** National Jr. High Rodeo, Meth Lab Cleanup on Franklin Road, Flag Retirement Ceremony.

**Patrol Division:** Increased DUI Saturation Patrols during the month, increased weekend patrols on Corp. of Engineers Day-use areas on Old Hickory Lake.

**SRO Division:** SRO Deputies participated in the Walton Trail Cub Scout Day Camp at Cedars of Lebanon State Park. An estimated 90 young people from the first thru fifth grade attended the camp. With the aid of coloring books and photos, deputies taught the youngest students about the importance of finding an adult and not touching a weapon if they did something that could hurt them or someone else in the woods or anywhere else. They were taught about Stranger Danger and what to do if a stranger tries to lure them away from safety. The older ones are given advice regarding peer pressure to try drugs and alcohol and had a chance to try on DUI goggles to see how difficult it is to navigate while under the influence of alcohol.

The SRO Division also contacted a total of 32 applicants who signed up for our Camp we are having on July 25-29. We are having 2 classes of 16 and going to instruct them on Bullying, Stranger Danger, Dangers of Social Networking, tour of our Juvenile Court System and Jail, and various team building exercises.

**SCAN Division:** Elder Abuse Awareness Month Activities, Launched on WCSO Facebook on June 1, Coleman Walker Show with Detective Walker Woods, Spoke at County Commission meeting with Sheriff Bryan, Feature Story Wilson Post, Coverage in Mt. Juliet News and Lebanon Democrat, Follow up post for remainder of the month on social media.

- Received donation from Lebanon Breakfast Rotary Club (2) 6,000 BTU AC units
- Received donation from Southern Baptist Disaster Relief (3), 5000 BTU AC units and emergency blankets
- Continue to receive weekly supply of fresh vegetables from Master
- Gardner's garden in Mt. Juliet- volunteers take out on visits
- Weekly donations of assorted breads and pastries from Publix

**Call For Service Summary By 10-Code**  
**WILSON COUNTY SHERIFFS OFFICE**

DATE: 07/06/2016  
 TIME: 02:58:30PM

Page 1 of 2

Complaints From: 6/1/2016 Thru: 6/30/2016

## All Officers

CODE	DESCRIPTION	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
10-77	603/604 TRANSPORT	5	7	7	12	17	5	10	63
10-63	911 HANG UPS	30	23	18	35	27	17	24	174
10-89	ABANDONED VEHICLE	7	4	5	7	9	3	9	44
10-52A	ARMED ROBBERY	0	0	0	0	1	1	0	2
10-39	ARMED SUSPECT	0	0	0	0	0	1	0	1
10-46	AUTO WRECK-PERS INJU	8	10	11	4	5	8	4	50
10-45	AUTO WRECK-PROP DAMG	11	8	16	12	24	17	18	106
BOLO	BE ON LOOK OUT	3	2	1	3	7	5	2	23
10-95	BOMB THREAT	0	0	0	0	1	0	0	1
10-42	BURGLAR ALARM	20	23	27	29	28	38	33	198
10-27	BURGLARY	7	6	3	3	4	3	3	29
10-61	CHILD ABUSE/NEGLECT	0	1	1	0	0	0	0	2
10-14	CONVOY OR ESCORT	0	3	2	2	6	3	5	21
10-62	CORPSE	2	0	0	0	0	0	1	3
10-26	DISORDERLY PERSON	2	1	3	5	3	5	3	22
10-87	DISTURBING THE PEACE	3	0	0	1	1	1	5	11
10-57	DOG CALL	3	3	4	2	4	0	5	21
10-85	DOMESTIC DISPUTE	11	11	8	9	18	13	9	79
10-86	DOMESTIC/WEAPON	1	1	1	0	0	1	0	4
10-49	DRIVING WHILE DRUNK	9	6	3	3	5	6	9	41
10-83	FARM ANIMALS AT LARG	1	4	2	5	6	5	4	27
10-59	FIGHT	1	0	0	2	2	2	0	7
10-72	FIRE CALL	1	5	0	3	0	4	1	14
10-70	FOOT PURSUIT	1	1	0	2	2	1	1	8
10-15	HAVE PRISONER IN CUS	1	16	9	18	14	6	1	65
10-79	HAZARDOUS RD COND	2	6	5	47	3	8	3	74
10-55A	KIDNAPPING	1	0	0	0	0	0	0	1
MA	MOTORIST ASSIST	7	7	13	16	17	18	10	88
10-17	PICK UP PAPERS AT?	0	5	7	9	6	5	0	32
10-16	PICK UP PRISONER AT?	0	7	6	12	6	5	1	37
10-84	POSSIBLE DRUGS PRES	1	3	3	8	7	4	0	26
10-56	PROWLER AT PREMISES	17	15	15	22	22	19	22	132

**Call For Service Summary By 10-Code  
WILSON COUNTY SHERIFFS OFFICE**

DATE: 07/06/2016  
TIME: 02:58:30PM

Page 2 of 2

Complaints From: 6/1/2016 Thru: 6/30/2016

## All Officers

CODE	DESCRIPTION	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
10-58	PUBLIC DRUNK	1	3	2	1	1	0	0	8
10-55B	RAPE	2	1	1	0	1	0	0	5
10-82	REQUEST BACKUP	3	11	6	12	5	8	5	50
10-47	SEND AMBULANCE	2	2	1	0	0	0	0	5
10-38	SHOOTING	1	0	1	0	2	0	0	4
10-3	SPECIAL ASSIGNMENT	1	0	0	0	2	0	0	3
10-76	SPEEDING RECKLESS	12	6	15	9	8	5	12	67
10-44	STOLEN VEHICLE	0	1	1	3	1	1	2	9
10-52B	STRONG ARMED ROBBERY	0	0	0	1	0	0	0	1
10-94	SUICIDE	1	0	1	1	3	2	6	14
10-96	THEFT REPORT	0	9	7	4	9	6	5	40
10-81	TRAFFIC STOP	51	31	34	48	36	34	38	272
10-22	VANDALISM	3	1	4	5	1	1	5	20
10-23	VANDALISM MAIL BOX	0	0	0	3	0	0	0	3
10-53	WANTED CHARGE	25	62	63	78	91	50	18	387
10-43	WANTS OFFICER INVEST	53	131	93	163	138	111	75	764
10-80	WELFARE CHECK	7	9	4	5	13	11	6	55
Totals:		317	445	403	604	556	433	355	3,113

Total Records: 49

**Inmate Population Analysis  
WILSON COUNTY SHERIFFS OFFICE**

DATE: 07/06/2016  
TIME: 03:04:27PM

Male Inmates White: 273	Female Inmates White: 108	% Males: 72.55
Male Inmates Black: 88	Female Inmates Black: 28	% Females: 27.45
Male Inmates Other: 1	Female Inmates Other: 1	% Juvenile: 0.00
Male Inmates Juvenile: 0	Female Inmates Juvenile: 0	% White: 76.35
Total Male Inmates: 362	Total Female Inmates: 137	% Black: 23.25
		% Other: 0.40

**Total Inmates: 499**

Age Range	Count	
Less Than 13 or No Date Of Birth:	0	Average Male Age: 34.88
Between 13 and 15:	0	Average Female Age: 33.36
Between 16 and 17:	0	Average Juvenile Age: 0.00
18:	15	Average Age: 34
Between 19 and 21:	41	Average White Age: 34.73
Between 22 and 25:	59	Average Black Age: 33.69
Between 26 and 30:	92	Average Other Age: 27.50
Between 31 and 35:	93	
Between 36 and 40:	63	Total Inmate Days In Jail: 2,985
Between 41 and 50:	83	Average Days In Jail: 5.98
Between 51 and 60:	44	Total Inmate Bond Amount: \$ 1,554,878.00
Between 61 and 70:	8	Average Inmate Bond Amount: 7,265.79
71 and Over:	1	Total Inmate That Have Been In Jail Prior: 344
On Suicide Watch: 1	%: 0.00	Average Number Of Priors: 6.81
Mental Illness: 34	%: 7.00	% Priors To Total Count: 68.94
Sex Offenders: 4		Total Charges Against Inmates: 815
With Holds: 95	%: 19.00	Charged As Misdemeanor: 385
Military Service: 148		Charged As Felon: 114
On Special Diets: 29	%: 6.00	
Foreign Born: 14		On Tempory Release: 0
Weekenders: 21		On School Release: 0
On Work Release: 0		
Violent: 0	%: 0.00	
Sentenced: 55	%: 11.00	Average Days Of Sentence In Days: 193.00
Not Sentenced: 444	%: 89.00	
Past Sentence Time: 28		
Trustees: 4	%: 0.00	
On Medications: 0	%: 0.00	Average Meds Per Inmate Who Are On Meds: 0.00

## Department Facility Report

## WILSON COUNTY SHERIFFS OFFICE

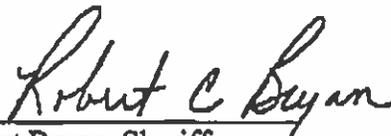
DATE: 07/06/2016  
TIME: 03:00:42PM

Page 1 of 1

Date	DOC	Less Than 1 Year	1 Year and Over	Parole Doc/Local	Convicted Mis	PreTrinl Felon/Mis	Other	Total
06/01/2016	90	15	0	22 0	88	47 132	1	395
06/02/2016	89	16	0	22 0	84	44 133	1	389
06/03/2016	90	20	0	22 0	91	47 125	2	397
06/04/2016	90	19	0	22 0	90	40 122	2	385
06/05/2016	90	19	0	22 0	83	45 124	2	385
06/06/2016	88	19	0	20 0	88	42 122	1	380
06/07/2016	88	19	0	20 0	86	45 128	0	386
06/08/2016	88	19	0	20 0	86	51 129	1	394
06/09/2016	88	18	0	20 0	85	42 131	3	387
06/10/2016	88	17	0	20 0	87	41 134	3	390
06/11/2016	88	17	0	20 0	86	46 134	1	392
06/12/2016	88	17	0	20 0	81	48 136	2	392
06/13/2016	89	17	0	20 0	81	60 136	1	404
06/14/2016	89	17	0	20 0	81	51 138	0	396
06/15/2016	89	17	0	20 0	82	54 139	1	402
06/16/2016	89	17	0	20 0	82	45 136	1	390
06/17/2016	89	16	0	19 0	84	43 140	0	391
06/18/2016	89	16	0	19 0	83	41 144	2	394
06/19/2016	89	16	0	19 0	80	44 142	0	390
06/20/2016	90	16	0	19 0	76	46 140	1	388
06/21/2016	90	16	0	19 0	76	51 136	3	391
06/22/2016	89	16	0	19 0	81	48 138	1	392
06/23/2016	89	15	0	19 0	90	47 139	1	400
06/24/2016	88	15	0	18 0	90	44 144	2	401
06/25/2016	88	13	0	18 0	85	48 144	2	398
06/26/2016	88	13	0	18 0	82	47 147	3	398
06/27/2016	88	16	0	18 0	83	50 145	3	403
06/28/2016	88	16	0	18 0	81	44 150	2	399
06/29/2016	88	16	0	18 0	80	46 152	0	400
06/30/2016	90	16	0	19 0	79	49 154	3	410
	2,664	499	0	590 0	2,511	1,396 4,114	45	11,819

STATE FACILITY REPORT. TO EDIT OR DELETE THIS TEXT ENTIRELY, CLICK ON COMPANY SETUP, THEN CLICK THE NARRATIVES MENU, THEN #7

**Department Training:** Two Departmental POST In-Service Training Courses, Patrol Radar Certification Course, and Volunteer Pre-service Orientation Corrections Training Course.

A handwritten signature in cursive script that reads "Robert C. Bryan".

**Robert Bryan, Sheriff**

Faxcd and emailed to Sondra Winfree Dowdy: 615-466-5071

## EDUCATION COMMITTEE MINUTES

The Education Committee of the County Commission of Wilson County, Tennessee met in called session on Monday, June 20, 2016 at 4:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Annette Stafford, Becky Siever, Terry Scruggs, Jerry McFarland, Jeff Joines and Sonja Robinson, being all the members of the Committee with the exception of Commissioner Chad Barnard, who was absent. Also present was Director of Schools Dr. Donna Wright, Deputy Director of Schools Mickey Hall, County Mayor Randall Hutto, County Commissioners John Gentry, Diane Weathers, Joy Bishop and Sue Vanatta and County Attorney Michael R. Jennings.

Chairman Stafford called the meeting to order at 4:03 p.m. and determined that a quorum was present.

The minutes of the June 9, 2016 meeting were presented. Motion to approve these minutes as printed was made by Commissioner McFarland, seconded by Commissioner Siever and carried unanimously.

Chairman Stafford announced the purpose of the meeting this evening is to consider the school's proposed budgets for fiscal year 2016-2017. She asked Director of Schools Dr. Donna Wright to present the proposed budgets.

Commissioner Joines asked County Attorney Jennings if this Committee "has the authority to change the budget". Attorney Jennings responded "No. You do have the authority to increase or decrease the funding level. "

Dr. Wright first presented the proposed budget for the Federal Projects Fund. She explained Memo No. 2016-25 attached to that budget.

Next, Dr. Wright presented the Central Cafeteria Fund budget. She explained Memo No. 2016-31 concerning the Central Cafeteria Fund. There are no rate increases proposed for next year.

Dr. Wright then presented the Extended School Program Fund budget. She explained Memo No. 2016-30. This budget contains \$120,000 less on the expenditures side. Dr. Wright explained that one person had been handling two programs. That person is now retired. This program has been moved to the General Purpose School Fund.

Director Wright then presented the proposed General Purpose School Fund budget. She noted that the pink sheet contains the "Reconciliation of Budget from FY2016 to FY 2017". The blue sheet contains the school's needs assessments.

Dr. Wright discussed the Adult Education Grant and the changes that have been made at the State Department. She is recommending that we keep the program but we will not be getting grant dollars for this very successful program.

The budget includes funding for 80 new teachers. Dr. Wright explained that she is going through the budget page-by-page and will note several different things. On the revenue side, a 4% increase has been included for sales tax collections. BEP funds are up due to most recent information we have from the state. Line Item 47120 reflects the loss of the ABE Grant.

On the expenditure side of the budget, we currently have 862 regular teachers. We are asking for 53 new regular teachers. We currently have 115 educational assistants. Line Item 189 contains funding for 10 ISS teachers. The Alternative School has 9 teachers, 1 guidance counselor and 7 educational assistants.

In Special Ed, we have 56 Special Education teachers. We are asking for 10 new Special Ed teachers, 9 at the high school level and 1 elementary. We have two homebound teachers and 146 educational assistants. We have 17 Speech Pathologists.

In the CTE category, we have 60 teachers and we are requesting an additional 15 teachers. This is a very successful program which is growing rapidly.

In Support Services we have 1 attendance teacher, 1 support person and 1 secretary. We are serving 435 homeless children.

In Health Services, we have 21 regular nurses and are proposing to add 1 at the Watertown Middle School. Line Item 189 contains the salary of Chuck Whitlock, the Coordinator, and one secretary.

We have 34 guidance counselors. We are requesting another guidance counselor at Mt. Juliet High School since their school population has now hit 2,100 students.

On Page 10 in Line Item 105 we are proposing to add an RTI Data Coordinator. This category contains funding for 23 librarians, 1 materials supplies person, 15 IT personnel and 5 clerical staff. Line Item 317 is up \$274,000 which reflects additional revenue coming from the state.

On page 11, there is one principal and one secretary for the Alternative School. There is also funding for one Special Ed Supervisor, 10 School Psychologists, 4 Assessment Personnel, and 3 secretaries.

Page 12 contains funding for one vocational director.

Page 13 reflects increased funding for Board and Committee members fees as the Board of Education adds two (2) new Board members on September 1.

Page 14 contains the funding for the Director of Schools and one secretary.

On Page 15, under "Office of the Principal" there is funding for 19 principals, 20 bookkeepers, 33 assistant principals, 53.5 secretaries and funding for a halftime PIO. We have added funding for one additional assistant principal at Mt. Juliet High School, since the population hit 2,100 students and asking that the PIO position be made fulltime.

On Page 16, under Fiscal Services, there is funding for one supervisor and 5 bookkeepers. Under "Human Resources" there is funding for one supervisor and 5 clerical positions.

Page 17 contains an increase in Line Item 502 for Building and Contents Insurance. Our insurance has increased due to an increase in the value of the buildings.

Page 18 contains funding for 1 Director of Maintenance, 1 secretary and 20 maintenance personnel. Line Item 499 has decreased by \$115,000.

At Page 19 funding for student transportation includes one supervisor, 7 mechanics, approximately 170 drivers, of which 56 have benefits. Line Item 412 for diesel fuel shall be monitored closely. Line Item 207 for Medical Insurance has increased due to more drivers qualifying for medical insurance.

On Page 20 there is funding for 2 clerical personnel for Benefits and one person in Line Item 189.

At Page 21, under Community Services, Line Item 105 contains funding for one person and Line Item 162 funding for one clerical person. There is funding for one person under Youth Links and 3 clerical personnel.

On Page 22, under "Early Childhood Education" there is funding for a director at Line Item 105, but this is not a new position. Director Wright discussed this position earlier in tonight's meeting. There is funding for 11 teachers and 13 educational assistants.

Total expenditures for the General Purpose School Fund budget are \$130,235,411.00. Please note that \$3,320,468.00 is being taken from the school's fund balance. This leaves us \$931.00 above the 3% fund balance test required by the state. The pink sheets summarize what we have just gone over. Mickey Hall advised that he hopes the \$3.3 million dollars used will decrease as the school system closes its books on fiscal year 2015-2016.

The blue sheet contains the school's needs assessments. It includes a technology plan. Dr. Wright advised that copies of the budget you received tonight will be placed on all County Commissioners desks for the County Commission meeting tonight. Every commissioner will be presented with a copy of this budget.

Commissioner McFarland asked a question about the 80 new teachers. Mickey Hall advised that these are necessary to meet classroom ratios.

Commissioner Joines asked about the land to be purchased for the new school. Is there still money in the Rural Debt Service to cover the purchase of these three different parcels? Dr. Wright advised that this land is needed by September. Commissioner Joines asked "What do we need to do to start the process?".

Motion to send this request to the Budget Committee to start the process of obtaining money from the Rural Debt Service was made by Commissioner Joines.

Commissioner McFarland advised that he had reviewed the appraised values for the property at Jack Pratt's office. Why are we paying 10x the appraised value? The motion was seconded by Chairman Stafford. A discussion was held about the value and price of the proposed parcels to be purchased. The vote then carried by vote of 5 for with Commissioner McFarland voting "no" and Commissioner Barnard being absent.

Commissioner Joines commented that the last raise given by the County Commission that was not mandated by the state was in 2006. He believes that it is important for us to give a raise to our school teachers.

Motion to send to the Budget Committee a request for a 4% raise for teachers was made by Commissioner Joines, seconded by Chairman Stafford and carried by vote of 5 for with Commissioner McFarland abstaining and Commissioner Barnard being absent.

Motion to approve all four budgets and send the needs assessments to the Budget Committee was made by Commissioner Joines, seconded by Commissioner Siever and carried by vote of 5 for with Commissioner McFarland voting "no" and Commissioner Barnard being absent.

Commissioner McFarland stated that it is his belief that the funding for the 80 new teachers should be in the needs assessment.

There being no further business to come before the Committee on motion of Commissioner Joines, seconded by Commissioner Siever, the Committee voted unanimously to adjourn.

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SECRETARY

**WILSON COUNTY SCHOOLS**  
Donna L. Wright, Ed.D  
Director of Schools



351 Stumpy Lane, Lebanon TN 37090  
Tel: (615) 444-3282  
Fax: (615) 449-3858

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**County Commission Report**  
**July 18, 2016**

**The Wilson County Board of Education did not meet in July and their next scheduled meeting is on August 1, 2016 at 6:00 p.m.**

**Copies of the minutes for the June 6, 2016 regular Board of Education meeting, as well as the agenda and supporting documentation for the August 1, 2016 meeting will be posted at the following link:**  
**<http://emeetings.tsba.net/public/agency.aspx?publicagencyid=4332>**

**All Wilson County Schools' Board Policies may be found at: <https://sites.google.com/a/wilsonk12tn.us/board-policies/>**

**The first day of school for students is August 1, 2016. For your convenience and information, I have provided a copy of the 2016-17 school calendar with this report.**

**Respectfully submitted,**  
**Dr. Donna L. Wright**  
**Director of Schools**

**School Calendar 2016-17**  
**Wilson Board of Education**  
**1<sup>st</sup> Semester=87 days**  
**2<sup>nd</sup> Semester= 90 days**

Day	Date	Definition
Wednesday (First Day for Teachers)	July 27	Administrative Day (All teachers report)
Thursday (No Students)	July 28	District-Wide Professional Development Day –Inservice
Friday (No Students)	July 29	Administrative Day (Site-Based)
Monday (First Day for Students)	August 1	First Day for Students
Thursday (No Students)	August 4	Administrative Day (Site-Based)
Monday (No School)	September 5	Labor Day
Monday (Students in School)	September 12	Constitution Day
Tuesday	October 4	End of First Nine Weeks Grading Period (45 instruct days)
Monday-Friday (10 days)	October 10-21	Fall Break
Tuesday (No Students)	November 8	Site-Based Professional Development Day (All teachers report) - Inservice
Wednesday-Friday	November 23-25	Thanksgiving Holiday
Wednesday	December 21	End of First Semester (87 Instructional Days)
Thursday- Wednesday	December 22- January 4	Winter Holidays
Thursday (No Students)	January 5	Site-Based Professional Development Day (All Teachers Report) – (stockpile)
Friday	January 6	First Student Day Second Semester
Monday (No School)	January 16	Martin Luther King, Jr. Day
Monday (No Students)	February 20	Professional Development Day (stockpile)
Friday	March 10	End of Third Nine Weeks Grading Period (44 instruct days)
Monday-Friday (No School)	March 13-17	Spring Break
Friday (No School)	April 14	Good Friday
Monday (No Students)	April 17	Professional Development Day (stockpile)
Wednesday	May 24	Last Day for Students—End of Second Semester (90 instructional days=Total 177 instructional days)
Thursday	May 25	Administrative Day for Teachers
Thursday- Saturday	May 25-27	Graduation Window

## URBAN TYPE PUBLIC FACILITIES BOARD MINUTES

The Urban Type Public Facilities Board of the County Commission of Wilson County, Tennessee met in regular session on Friday, July 1, 2016 at the conclusion of the Wilson County Road Commission Meeting at the office of the Wilson County Road Commission, the Steve Armistead Building, at 1000 Tennessee Boulevard in Lebanon, Tennessee. Those members present were Commissioner Jeff Joines, Terry Scruggs, Becky Siever and Kenneth Reich, being all the members of the Board with the exception of County Mayor Randall Hutto, who was absent. Also present was Landfill Superintendent Cindy Lynch, Stormwater Director James Vaden and County Attorney Michael R. Jennings.

In the absence of Chairman Hutto, Vice Chairman Kenneth Reich called the meeting to order and determined that a quorum was present.

The minutes of the June 3, 2016 meeting were presented. Motion to approve the minutes as printed was made by Commissioner Reich, seconded by Commissioner Scruggs and carried unanimously.

There were no delegations to appear before the Board with regard to Solid Waste.

In the Legal Report, County Attorney Jennings reported that he still had received no response from Dewey Grantham of Liberty Tire Service concerning the County's proposal. Three e-mails have been sent requesting a response but, to date, no response has been received. It was suggested by Board Members that we go ahead and send a letter advising Liberty Tire Service that we will be opting out of the contract.

Landfill Superintendent Cindy Lynch gave the Solid Waste Report. In landfill activity, we were up approximately 1,400 cubic yards over the same period of time a year ago. Income for the month was \$58,544.38, up approximately \$12,500 and our fiscal year-to-date revenue was \$642,202.98, up \$162,037.93 over fiscal year 2014-15.

In collections and hauling, 1,444.68 tons were hauled to Smith County or recycled. The amount hauled to Smith County is actually down a few tons. 4,500 cubic yards were hauled to the Class III/IV Landfill, up approximately 600 yards. Tipping fees totaled \$76,955.40, up approximately \$5,400.

229.50 tons were recycled for revenue of \$15,284.43.

There were 380 pulls from the convenience centers, up 41 over the same period of time a year ago. This is being done with five truck drivers.

Commissioner Joines asked if the new boxes are in. Superintendent Lynch responded "yes". Vice Chairman Reich thanked Superintendent Lynch on behalf of the Ag Center and commended the Solid Waste Program on the extra work they had done during the National Junior High School Finals Rodeo.

Superintendent Lynch reported that she had received a bid to construct a private fence around the compactor at the Ag Center convenience station.

The Board discussed with Superintendent Lynch her needs assessments. She is requesting that we seek an additional \$25,000 for increased tipping fees. Motion to approve this request was made by Commissioner Joines, seconded by Commissioner Scruggs and carried unanimously.

Motion to approve the Landfill Superintendent's Report was made by Commissioner Scruggs, seconded by Commissioner Siever and carried unanimously.

There was no new business to come before the Board with regard to Solid Waste.

There was no old business to come before the Board with regard to Solid Waste.

The Board then turned its attention to Stormwater issues.

Stormwater Director Vaden reported that during the month of June there were 27 final inspections, 54 initial inspections, 14 compliance site visits, 17 complaints and 5 final plan reviews.

Director Vaden reported that he had discussed the proposal for borrow pits with Diane Cozart of Agricultural Extension. She would like an exception for agricultural purposes like is contained in Rutherford County's ordinance. Director Vaden reported that he had received a copy of a stop-work order placed by TDEC on Blake Bass yesterday. He has not yet had an opportunity to review this.

Director Vaden discussed with the Board, and showed the plans for, the proposed Stormwater Management plan for the pole barn area at the Wilson County Fairgrounds. After some discussion, motion to turn the Stormwater Department loose on this, approve the design basis and get with the appropriate governmental entities was made by Commissioner Joines. Director Vaden asked if this should be bid? Vice Chairman Reich would like to see an estimate of the cost. He then seconded the motion and the motion carried unanimously.

Director Vaden advised that we should have our new 5-year TDEC permit on July 16, 2016.

Motion to approve the Stormwater Director's Report was made by Commissioner Joines, seconded by Commissioner Scruggs and carried unanimously.

There being no further business to come before the Board, Vice Chairman Reich declared the meeting adjourned.

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SECRETARY

## BUDGET COMMITTEE MINUTES

The Budget Committee of the County Commission of Wilson County, Tennessee met in called session on Tuesday, July 5, 2016 at 5:00 P.M. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were County Mayor Randall Hutto and Commissioners Mike Justice, Annette Stafford, Jerry McFarland and Gary Keith, being all the members of the Committee. Also present were Deputy Finance Director Sharon Lackey, Director of Schools Dr. Donna Wright, Deputy Director of Schools Mickey Hall, School Board members Bill Robinson and Larry Tomlinson, County Commissioners Kenneth Reich, John Gentry, Jeff Joines, Joy Bishop and Diane Weathers and County Attorney Michael R. Jennings.

Chairman Justice called the meeting to order and determined that a quorum was present.

The minutes of the June 9, 2016 meeting were presented. Motion to approve these minutes as printed was made by Commissioner McFarland, seconded by Commissioner Stafford and carried unanimously.

Director Bernie Ash presented the needs assessment for the Veterans Administration. He advised that the Veterans Park construction is going well and we hope to be up and running in October. Motion to accept this needs assessment was made by Commissioner McFarland, seconded by Mayor Hutto and carried unanimously.

County Mayor Hutto presented the needs assessment for the County Mayor's Office. Motion to accept this needs assessments was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Director Robert Baines presented the needs assessment for County Buildings. He distributed a one-page hand-out. He explained to the Committee that the custodian requested can be used in other buildings. Motion to accept this needs assessment was made by Commissioner Keith, seconded by Commissioner McFarland and carried unanimously.

Travis Newsome presented the needs assessment request for the IT Department. He went over this list in detail. The list has been reduced some after the Public Works Committee meeting. He distributed a hand-out and noted that Section D has been added after the Public Works Committee meeting. This did not go to that committee but Chairman Keith okayed bringing this directly to the Budget Committee. Motion to accept this needs assessment was made by Mayor Hutto, seconded by Commissioner McFarland. In response to a question from a committee member, if he gets the full-time employee he will lose the part-time position. Commissioner McFarland suggested that he prioritize these needs assessments for future discussion. It was noted that they were prioritized now in categories known as A, B and C. This was done after the Public Works Committee meeting. Commissioner Stafford suggested that Number 10 be moved to the first (A) group. This will save time. The motion then carried unanimously.

Commissioner McFarland presented the request for the Archives. He noted that the funds requested to purchase additional property will not be sufficient. He suggested that this needs assessment be skipped and we will consider this later.

Deputy Finance Director Sharon Lackey presented the needs assessment request for the Finance Department. She reminded the Committee that they had made a large request a year ago for additional computer software. They are now putting that request on hold. Local government, who now provides our software, has developed some software upgrades and we will be the test project. If this works for us, it will be a substantial savings. Motion to accept this needs assessment was made by Commissioner McFarland, seconded by Commissioner Keith and carried unanimously.

Chief Judicial Commissioner Randy Hankins presented the needs assessment for the Judicial Commissioners. He is requesting to combine two of his three part-time positions into a full-time position. To do that, he needs an additional \$19,830. This will leave one part-time position. In response to a Committee Member's question, he advised that the cost of a full-time employee, with benefits, is \$59,449. Motion to accept the Judicial Commissioner's needs assessment was made by Commissioner McFarland, seconded by Mayor Hutto and carried by a vote of 3 for, 2 against (Keith and Justice).

WEMA Director Joey Cooper presented the needs assessment request for WEMA. During this discussion, it was mentioned that one penny on the tax rate would bring in approximately \$370,000. With regard to the plan for vehicle replacement, Chairman Justice asked if one-half (1/2) cent of the tax rate per year could be designated for a sinking fund to replace equipment. Discussion was had about whether this would be enough. Commissioner Stafford suggested that one cent, instead of one-half (1/2) cent, be designated. Director Cooper advised that the amount requested, \$250,000, is the minimum he needs to fund this plan. The Committee also discussed the second page of his needs request which has needs categorized by miscellaneous, payroll and equipment (one-time purchase). Motion to accept this needs assessment was made by Mayor Hutto, seconded by Commissioner McFarland and carried unanimously.

Captain Lance Howell presented the Sheriff's Department proposed needs assessment. He advised that the correct figure should be \$70,568. They are proposing to adjust four current positions to make them certified officers and send them to the Academy. There are no new positions. Two of these positions will be placed in the courts while two will serve in the jail. Motion to accept this needs assessment was made by Commissioner Keith, seconded by Commissioner McFarland and carried unanimously.

The needs assessment for the Library was presented by Alesia Brunley. She advised that the new Mt. Juliet Library addition is scheduled to open on July 18. They currently have only five full-time employees working there. Due to the increase in the building, they need another full-time employee. She introduced Tracy Horvath, who is the Director of the Mt. Juliet Library. The Library receives 9,000 to 10,000 visits per month. Motion to accept this needs assessment was made by Mayor Hutto, seconded by Commissioner Stafford and carried unanimously.

Ruth Correll presented the needs assessment for the Ag Extension Department. Motion to accept this needs assessment was made by Commissioner Stafford, seconded by Commissioner Keith and carried unanimously.

Next to be discussed was the needs assessment for Tourism. No one was present to present this.

Landfill Superintendent Cindy Lynch presented the needs assessment for the Convenience Centers. She advised of the need for two roll-off garbage trucks. Currently, we have trucks with 80,000 to 389,000 miles on them. This will provide for a replacement plan. She advised the Committee that these trucks are increasing in cost approximately \$10,000 per year. Motion to accept this needs assessment was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Superintendent Lynch also advised of the needs assessment for the Landfill. Motion to accept this needs assessment was made by Mayor Hutto, seconded by Commissioner McFarland and carried unanimously.

Director Larry Tomlinson presented the needs assessment request for the Ag Center. Commissioner Keith made a motion to add \$5,000 into the needs request to place a key lock on Peyton Road. The motion was seconded by Commissioner Stafford and carried unanimously. Motion to accept the needs assessment, as amended, was made by Mayor Hutto, seconded by Commissioner Stafford and carried unanimously.

Mayor Hutto presented the needs assessment for the Expo Center. He advised that these numbers have been put together by Finance Director Maynard as a starting point. We need to spend more time refining these numbers. That will be done before final consideration. Motion to accept this needs assessment was made by Commissioner McFarland, seconded by Chairman Justice and carried unanimously.

Circuit Clerk Debbie Moss appeared before the Committee seeking for she, and Clerk and Master Barbara Webb, the 10% additional compensation allowed by state statute when clerks serve two or more courts. While this has not been done in the past, Commissioner Keith suggested that it is time to look at this. Motion to accept this needs assessment was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

County Attorney Jennings presented the needs assessment for the County Attorney. He asked for a \$4,800 increase in other contracted services. Motion to accept this needs assessment was made by Mayor Hutto, seconded by Chairman Justice and carried unanimously.

Deputy Finance Director Mickey Hall presented the Education Budget. Commissioner McFarland asked about the increased expenditure cost in this year's budget. Mickey Hall advised that it would be funded from an additional \$4.5 million in BEP money from the State and an increase of \$1.177 million in sales taxes.

The Committee discussed funding for the purchase of land for three new schools. Chairman Justice asked about how many pennies on the tax rate would be necessary to fund the needs assessment. Mayor Hutto advised that to do the improvements at Southside Elementary and Watertown Elementary would take 7.5 cents on the tax rate. The \$8.3 million needed to purchase the land for the three new schools can be covered from existing funds.

The Committee discussed the cost of raises for the classroom teachers. A 1% raise will cost \$725,000. This will be 2 cents on the tax rate. It would take 8 cents on the tax rate for a 4% percent raise. It appears the total would be 15.5 cents to do the buildings and a 4% percent raise for classroom teachers. Mickey Hall requested that, if there are any questions about the budget, please call him-he will be glad to discuss them with you.

Chairman Justice asked about the status of the pay study. Mayor Hutto advised that both studies were about \$10,000 apart. The revisions are taking place now. To fund the pay study in the low range will be approximately \$2 million. To fund it mid-range will be approximately \$4 million.

Motion to accept the school system's budget and needs assessment was made by Commissioner Stafford, seconded by Mayor Hutto and carried unanimously.

Motion to seek the funding for the land purchase for the three new schools and the road construction not to exceed \$8.3 million was made by Commissioner Stafford, seconded by Commissioner Keith. Chairman Justice made a motion to amend that the funding be for the three tracts of land currently identified. Commissioner Stafford seconded the motion to amend and accepted the motion to amend. The motion, as amended, then carried by vote of 4 for with Commissioner McFarland voting "no".

There was no old business or new business to come before the Committee.

There being no further business, motion to adjourn was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

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SECRETARY

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,  
TENNESSEE REQUIRING PARKING ACCOMODATIONS TO BE MADE ON SITE FOR  
RESIDENTIAL USES AT A MINIMUM OF TWO(2) SIDE BY SIDE SPACES**

**WHEREAS**, Wilson County Government seeks to protect the general health, safety, and welfare of the public at large; and

**WHEREAS**, the current version of the Wilson County Zoning Ordinance was passed and adopted in January 22, 1990 for the purposes of carrying out the above stated intent; and

**WHEREAS**, the current Zoning Ordinance went into effect on March 5, 1990; and

**WHEREAS**, the need has arisen to provide additional protections for Wilson County residential neighborhood inhabitants, neighboring property owners, and the general public from the adverse effects of routine parking in the public road right of way in many instances; and

**WHEREAS**, the Zoning Ordinance seeks to provide certain economic and social advantages that result from an orderly and planned use of the land resources within Wilson County for the benefit of those who reside in Wilson County; and

**WHEREAS**, the Zoning Ordinance seeks to provide for the general safety and welfare of the general public; and

**WHEREAS**, a public hearing was held before the County Commission on July 18, 2016 regarding this matter;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Wilson County, Tennessee that the following section and related amendments be added to the Wilson County Zoning Ordinance as follows:

**SECTION 1: Under ARTICLE 3 General Provisions, Section 3.50, entitled OFF-STREET PARKING REQUIREMENTS; add the following language to the end of the section 3.50.01 GENERAL REQUIREMENTS:**

- I. For all properties to be used for Single Family Detached Residential Dwellings and Two Family Dwellings as defined in Article 2 of the Wilson County Zoning Resolution; A minimum of two parking spaces per dwelling unit; measured eighteen (18) feet minimum width at parking area; side by side rather than in-line; must be provided on the property to be used for such residential purposes.

Residential Off-Street Parking Resolution  
Continued

- a. The Planning Commission may consider and approve an alternate arrangement that meets the intent of this resolution as need arises.

**SECTION 2:**

If any part of this resolution is deemed to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this regulation which is not of itself invalid or unconstitutional.

**SECTION 3:**

This Resolution shall take effect with approval by the County Commission, the public health, safety, and welfare requiring it.

Date of Approval: \_\_\_\_\_

\_\_\_\_\_  
SPONSOR

RECOMMENDED FOR APPROVAL:

WILSON COUNTY PLANNING COMMISSION  
June 17, 2016

16-7-3

**TENNESSEE STATE**  
**EMPLOYEES DEFERRED COMPENSATION**  
**PLAN AND TRUST**  
**- 457(b) -**  
**RESOLUTION AND**  
**PARTICIPATING EMPLOYER AGREEMENT**

Wilson County

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**[Participating Employer]**

**Administered by: Treasurer, State of  
Tennessee  
502 Deaderick Street, 13<sup>th</sup> Floor  
Andrew Jackson State Office Building  
Nashville, Tennessee 37243  
Telephone: 615-532-2347**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE  
OFFERING A 457(b) DEFERRED COMPENSATION PLAN TO WILSON COUNTY EMPLOYEES

**Wilson County**

WHEREAS, \_\_\_\_\_, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the \_\_\_\_\_<sup>Board of County Commissioners of Wilson County, Tennessee</sup> ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
  - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

\_\_\_\_\_  
Sponsor

**RECOMMENDED FOR APPROVAL:**

**BUDGET COMMITTEE**  
May 5, 2016  
4-0-1

Specific Signature Lines:

\_\_\_\_\_  
Randall Hutto (*signature*)

\_\_\_\_\_  
Randall Hutto (*printed signature*)

\_\_\_\_\_  
Wilson County Mayor (*Title*)

Attest: \_\_\_\_\_  
Jim Goodall, Wilson County Clerk

Date: \_\_\_\_\_

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Wilson County

**NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.**

(1) GOVERNING AUTHORITY

Name: Board of County Commissioners of Wilson County, Tennessee

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Person Authorized to receive Official Notices from the Plan or Administrator:

\_\_\_\_\_

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: \_\_\_\_\_

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer  does or  does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

\_\_\_\_\_  
\_\_\_\_\_

**B. TYPE OF ADOPTION AND EFFECTIVE DATE**

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1.  This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Agreement).

2.  This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_, to the current Agreement previously adopted by the Participating Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_, as follows (please specify type below):

a.  This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b.  Other (must specify elective provisions in this Agreement that are being changed):

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3.  This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on \_\_\_\_\_, \_\_\_\_\_ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. **PLAN YEAR.** Plan Year shall mean the calendar year.

D. **CUSTODY OF ASSETS.** Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

**E. ELIGIBLE EMPLOYEES.**

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement**: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section G below
- ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section G below
- iii.  any seasonal, temporary or similar part-time employee
- iv.  any elected or appointed official
- v.  any employee in the following class(es) of employees:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement**: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section G below

ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section G below

iii.  any seasonal, temporary or similar part-time employee

iv.  any elected or appointed official

v.  any employee in the following class(es) of employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

vi.  any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

**F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)**

1.  The Participating Employer DOES NOT elect automatic enrollment.

2.  The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, \_\_\_\_\_ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i.  All Employees.

ii.  All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i.  will be treated as a new Employee, or
- ii.  will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

**G. HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

**H. COMPENSATION DEFINITION.** Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1.  SHALL allow the deferral of leave provision described above.
2.  SHALL NOT allow the deferral of leave provision described above.

**I. MATCHING CONTRIBUTIONS.** *(Check and complete box 1 OR box 2 OR box 3 OR box 4.) [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]*

The Participating Employer shall:

1.  NOT make Matching Contributions.
2.  match \_\_\_\_% of Participant elective deferrals of up to \_\_\_\_% of Compensation.
3.  match \_\_\_\_% of the first \$\_\_\_\_ of Participant elective deferrals.
4.  match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

**J. ALLOCATION OF MATCHING CONTRIBUTIONS.** If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

**K. NON-MATCHING CONTRIBUTIONS.** *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1.  The Participating Employer shall NOT make Non-Matching Contributions.
2.  The Participating Employer shall contribute: (Check and complete one box.)
  - a.  an amount fixed by appropriate action of the Employer.
  - b.  \_\_\_\_\_ % of Compensation of Participants for the Plan Year.
  - c.  \$ \_\_\_\_\_ per Participant.
  - d.  an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
  - e.  a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS.** If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

**M. ROTH CONTRIBUTIONS.** Participant Roth Contributions SHALL NOT BE allowed.

**N. AFTER-TAX CONTRIBUTIONS.** Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

**O. FORFEITURES.** Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

**P. NORMAL RETIREMENT AGE.** Normal Retirement Age shall mean age 70½.

**Q. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

- R. TRANSFERS.** Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

- S. UNFORESEEABLE EMERGENCY WITHDRAWALS.** In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.
- T. PARTICIPANT LOANS.** The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.
- U. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 13.02 of the Plan.
- V. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- W. DISTRIBUTIONS.** A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

## **X. ADMINISTRATIVE INFORMATION.**

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

**PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.**

By: \_\_\_\_\_  
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System  
Date: \_\_\_\_\_



**SCHEDULE 1**  
**TENNESSEE STATE**  
**DEFERRED COMPENSATION PLAN AND TRUST- 457(b)**  
**PARTICIPATING EMPLOYER AGREEMENT**

Participating Employer Name: \_\_\_\_\_

Classes of Eligible Employees

Contribution Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

16-7-4

**STATE OF TENNESSEE**  
**DEFERRED COMPENSATION PLAN II**  
**- 401(k) -**  
**RESOLUTION AND**  
**PARTICIPATING EMPLOYER AGREEMENT**

Wilson County

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**[Participating Employer]**

**Administered by:**  
**Treasurer, State of Tennessee**  
**502 Deaderick Street, 13<sup>th</sup> Floor**  
**Andrew Jackson State Office Building**  
**Nashville, Tennessee 37243**  
**Telephone: 615-532-2347**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE  
OFFERING A 401(k) PLAN TO WILSON COUNTY EMPLOYEES

**Wilson County**

WHEREAS, the \_\_\_\_\_, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan;  
and

WHEREAS, the \_\_\_\_\_<sup>Board of County Commissioners of Wilson County, Tennessee</sup> ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
  - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

- 12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
- 13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
- 14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
- 15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
- 16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

\_\_\_\_\_  
Sponsor

**RECOMMENDED FOR APPROVAL:**

**BUDGET COMMITTEE**  
May 5, 2016  
4-0-1

Specific Signature Lines:

\_\_\_\_\_  
Randall Hutto (*signature*)

\_\_\_\_\_  
Randall Hutto (*printed signature*)

\_\_\_\_\_  
Wilson County Mayor (*Title*)

Attest: \_\_\_\_\_  
Jim Goodall, Wilson County Clerk

Date: \_\_\_\_\_

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Wilson County

Name: \_\_\_\_\_

**NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.**

(1) GOVERNING AUTHORITY

Name: Board of County Commissioners of Wilson County, Tennessee

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Person Authorized to receive Official Notices from the Plan or Administrator:

\_\_\_\_\_

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: \_\_\_\_\_

(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)  
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED  
RETIREMENT SYSTEM ("TCRS")]

This Participating Employer  does or  does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. TYPE OF ADOPTION AND EFFECTIVE DATE**

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1.  This is a new defined contribution plan adopted by the Participating Employer for its Employees effective \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Agreement).
  
2.  This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_ to the current Agreement previously adopted by the Participating Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_ as follows (please specify type below):
  - a.  This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
  
  - b.  Other (must specify elective provisions in this Agreement that are being changed):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3.  This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be \_\_\_\_\_, \_\_\_\_\_ (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on \_\_\_\_\_, \_\_\_\_\_ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

**C. PLAN YEAR.** Plan Year shall mean the calendar year.

**D. CUSTODY OF ASSETS.** Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

**E. ELIGIBLE EMPLOYEES.**

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a.  the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b.  the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c.  the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H below
- ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H below
- iii.  any seasonal, temporary or similar part-time employee
- iv.  any elected or appointed official
- v.  any employee in the following class(es) of employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i.  Employees who have not attained the age of \_\_\_\_ (not to exceed 21).
- ii.  Employees who have not completed \_\_\_\_ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii.  Employees who do not satisfy the following eligibility requirements:

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c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders \_\_\_\_ or more Hours of Service per week, as defined in Section H below.
- ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_ or more Hours of Service per week, as defined in Section H. below.
- iii.  any seasonal, temporary or similar part-time employee
- iv.  any elected or appointed official
- v.  any employee in the following class(es) of employees:

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vi.  any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions** as described in **Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i.  Employees who have not attained the age of \_\_\_\_\_ (not to exceed 21).

ii.  Employees who have not completed \_\_\_\_\_ Years of Service during the Vesting Computation Period as defined in Section X below.

iii.  Employees who do not satisfy the following eligibility requirements:

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e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions** as described in **Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of service per week, as defined in Section H below

ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H below

iii.  any seasonal, temporary or similar part-time employee

iv.  any elected or appointed official

v.  any employee in the following class(es) of employees:

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who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions** as described in Section II of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i.  Employees who have not attained the age of \_\_\_\_\_ (not to exceed 21).

ii.  Employees who do not satisfy the following eligibility requirements:

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**F. AUTOMATIC ENROLLMENT.** *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1.  The Participating Employer DOES NOT elect automatic enrollment.

2.  The Participating Employer DOES elect automatic enrollment, which will be effective on and after \_\_\_\_\_ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i.  All Employees

ii.  All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. [NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i.  will be treated as a new Employee, or
- ii.  will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

**G. SERVICE WITH PREDECESSOR EMPLOYER.** *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1.  This section is N/A because there are no predecessor employers.
2.  Service with any predecessor employers will not be counted for any purposes under the Plan.
3.  Service with (insert name of predecessor employer(s)):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

will be counted under the Plan for eligibility and vesting.

**H. HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

**I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

**J. COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

**K. COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

**L. FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

**M. EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

**N. MATCHING CONTRIBUTIONS.** *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a.  NOT make Matching Contributions on Elective Deferrals.
- b.  match \_\_\_\_% of Participant elective deferrals of up to \_\_\_\_% of Compensation.
- c.  match \_\_\_\_% of the first \$ \_\_\_\_ of Participant elective deferrals.
- d.  match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a.  NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b.  match \_\_\_\_\_% of Mandatory Salary Reduction Contributions for the Participant up to \_\_\_\_\_% of Compensation.
- c.  match \_\_\_\_\_% of the first \$\_\_\_\_\_ of Mandatory Salary Reduction Contributions for the Participant.
- d.  match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. **ALLOCATION OF MATCHING CONTRIBUTIONS.** If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. **VESTING SCHEDULE – MATCHING CONTRIBUTIONS.** (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1.  100% vesting immediately.
- 3.  100% vesting after 3 Years of Service.
- 3.  20% after one Year of Service.  
40% after two Years of Service.  
60% after three Years of Service.  
80% after four Years of Service.  
100% after five Years of Service.

**Q. NON-MATCHING CONTRIBUTIONS.** *(Check box 1 OR box 2.)*

1.  The Participating Employer shall NOT make Non-Matching Contributions.
  2.  The Participating Employer shall contribute: *(Check and complete one box.)*
    - a.  an amount fixed by appropriate action of the Employer.
    - b.  \_\_\_\_% of Compensation of Participants for the Plan Year.
    - c.  \$ \_\_\_\_ per Participant.
    - d.  an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
    - e.  a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: *(Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)*
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**R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS.** If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

**S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS.** *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1.  100% vesting immediately.
2.  100% vesting after 3 Years of Service.
3.  20% after one Year of Service.  
40% after two Years of Service.  
60% after three Years of Service.  
80% after four Years of Service.  
100% after five Years of Service.

**T. ROTH CONTRIBUTIONS.** Participant Roth Contributions SHALL BE allowed.

**U. AFTER-TAX CONTRIBUTIONS.** Participant After-tax Contributions SHALL NOT BE allowed.

- V. FORFEITURES.** *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*
1.  N/A because all contributions are 100% vested immediately.
  2.  Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.
- W. RETIREMENT AGES AND DISABILITY DEFINITION.**
1. Normal Retirement Age shall mean age 60.
  2. Early Retirement shall mean age 59 ½.
  3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.
- FF. DEEMED ROTH IRA.** The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.
- GG. DISTRIBUTIONS.** A Participant may request distributions as follows:
1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
  2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
  3. A Participant may request a distribution from a Rollover Contribution Account at any time.
  4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
  5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

**HH. FICA REPLACEMENT PLAN ("3121" PLAN).** (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1.  IS NOT (if checked continue to II below), or
2.  IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: (If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):

- i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H above,
- ii.  any part-time employee, which is an employee who is not a full time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H above.
- iii.  Any employee who is not covered by Social Security.

b. Contributions: (If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):

- i.  The Employer shall make an annual contribution to each Participant's account equal to \_\_\_\_\_ percent of such Participant's Compensation.
- ii.  Each Participant is required to make an annual contribution of \_\_\_\_\_ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

**II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)**

This Participating Employer Agreement as adopted:

1.  does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2.  provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to \_\_\_\_\_ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: *(Complete box i or ii below):*

- i.  shall apply only to Employees who become Participants on or after the effective date;
- ii.  shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below):*

- i.  are
- ii.  are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

## **JJ. ADMINISTRATIVE INFORMATION.**

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

**PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:**

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.**

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

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: \_\_\_\_\_

**SCHEDULE 1**

**STATE OF TENNESSEE**

**DEFERRED COMPENSATION PLAN II - 401(k)**

**PARTICIPATING EMPLOYER AGREEMENT**

Participating Employer Name: Wilson County

Classes of Eligible Employees

Contribution Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

16-7-5

A RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY DISTRICT SCHOOLBONDS OF WILSONCOUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$2,450,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 49-3-1001, etseq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance schoolprojects and to levy an ad valorem property tax for the payment of principal and interest on such school bonds in the area of the county lying outside the territorial limits of any municipal or special school district; and

WHEREAS, the Board of County Commissioners ofWilsonCounty, Tennessee (the "County") hereby determines that it is necessary and advisable to issue not to exceed \$2,450,000 in aggregate principal amount of county district schoolbonds, in one or more series, for the purpose of providing funds for the(i) acquisition of land for, design and site development for County elementary and middle schools as described herein; (ii) payment of legal, fiscal, administrative, and engineering costs incident to the foregoing (collectively, the "Projects"); (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$2,450,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax within that portion of the County lying outside the territorial limits of the Tenth Special School District of Wilson County, Tennessee for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001, etseq., Tennessee Code Annotated, as amended (the "Act"). and other applicable provisions of law.

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

(a) "Bonds" means the not to exceed \$2,450,000County District SchoolBonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

(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) "County" means Wilson County, Tennessee;

(d) "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;

(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) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc.;

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

(j) "Projects" means the: (i) acquisition of land for, design and site development for County elementary and middle schools located (A) on the northwest corner of Stewarts Ferry Pike and Jackson Lane, consisting of approximately 53 acres, and (B) near the Golden Bear Parkway, consisting of approximately 52 acres, and (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and

(k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

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 term of the Bonds will not exceed the useful economic life of the Projects. The debt service on the Bonds is planned to achieve relatively level debt service. The Bonds will not have an optional redemption longer than approximately ten years from their date of issuance. Approximate debt service and cost of issuance are attached hereto as Exhibit A, subject to change permitted by Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole, or in part, (i) the cost of the Projects; (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$2,450,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "County District School Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof.

payable (subject to the adjustments permitted under Section 8) semi-annually on April 1 and October 1 in each year, commencing April 1, 2017. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2036, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof. The approximate debt service reflects issuance of the Bonds as a single series with related costs of issuance and as two separate series with related costs of issuance.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on or before April 1, 2026 shall mature without option of redemption and Bonds maturing on April 1, 2027 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2026 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 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 ("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 thirty (30) 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 affect 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 Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed 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 or his designee.

(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, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. 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(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and 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 and Pledge. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of

the Tenth Special School District of Wilson County, Tennessee. Subject to the foregoing, the full faith and credit of the County are hereby irrevocably pledged for the prompt payment of principal of, premium, if any, and interest on the Bonds.

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

(Form of Face of Bond)

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

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WILSON  
COUNTY DISTRICT SCHOOLBOND,  
SERIES \_\_\_\_\_

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Wilson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2017], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. The 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 or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be 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 affected 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 and maturity amounts 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, maturity amounts, 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 maturing April 1, 201\_ through April 1, 202\_, inclusive, shall mature without option of prior redemption and Bonds maturing April 1, 202\_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 202\_ 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 thirty (30) 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 affect 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 above, 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 for the (i) acquisition of land for, design and site development for County elementary and middle schools as described in the Resolution; (ii) payment of legal, fiscal, administrative, and engineering costs incident to any or all of the foregoing; (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein, pursuant to Sections 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 18th day of July, 2016 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Tenth Special School District of Wilson County, Tennessee. Subject to the foregoing, the full faith and credit of the County are irrevocably pledged for the prompt payment of principal of, premium, if any, and interest on the Bonds. 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) inheritance, transfer and estate taxes, (b) 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 (c) 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 with his manual or facsimile signature and attested by its County Clerk with his manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

WILSONCOUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
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: \_\_\_\_\_  
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 Wilson 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.

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 lying outside the territorial limits of the Tenth Special School District of Wilson County, Tennessee, 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 upon all taxable property within the County lying outside the territorial limits of the Tenth Special School District of Wilson County, Tennessee, 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 direct appropriations from other legally available funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-eightpercent (98.00%) 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 County's Finance Director and Municipal Advisor.

(b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(c) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for

each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2017, 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; and (B) the final maturity date of each series shall not exceed the twenty-second fiscal year following the fiscal year of the issuance of such series;

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(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

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

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

(f) The County Mayor is authorized to award the Bonds, or any series 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 do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance 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. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful

bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(g) The County Mayor and County Clerk are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, 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 substantially the form presented as Exhibit B, with such changes as may be approved by the County Mayor as evidenced by his execution thereof.

(h) 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.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Rural School Land Acquisition Fund (the "Acquisition Fund"), or such other designation to be kept separate and apart from all other funds of the County in accordance with the Act. Funds in the Acquisition Fund shall be disbursed to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Acquisition Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Acquisition Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Acquisition Fund. Money in the Acquisition Fund shall be expended only for the purposes authorized by this resolution. To the extent permitted by applicable law, (i) moneys in the Acquisition Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law to the extent permitted by applicable law and (ii) earnings from such investments shall be: (A) deposited to the Acquisition Fund to reimburse the Acquisition Fund for any costs of issuance paid related to the issuance of the Bonds, (B) deposited to the Acquisition Fund to the extent needed for the Projects or (C) transferred to the County's debt service fund to be used to pay interest on the Bonds, or otherwise applied in accordance with the Act.

(d) In accordance with state law, the various department heads responsible for the fund or funds and 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, the Finance Director and the County Clerk, or any of them, working with the Municipal Advisor, 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, the Finance Director and the County Clerk, 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, the Finance Director and the County Clerk, or any 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, the Finance Director and the County Clerk, or any 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 series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

**Section 11. Discharge and Satisfaction of Bonds.** If the County shall pay and discharge the indebtedness evidenced by any series 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 Escrow 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, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, 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 12. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Finance Director are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Finance Director is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and 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 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 14. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 15. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101 etseq., Tennessee Code Annotated, is greater than twenty-five years.

Section 16. Reimbursement. 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 17. 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 relating to the security for the Bonds or the manner of defeasance of the Bonds shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. 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, including provisions relating to the Projects and the use of proceeds of the Bonds.

Section 19. 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.

Duly adopted and approved this 18<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

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SPONSOR

RECOMMENDED FOR APPROVAL:

EDUCATION COMMITTEE

June 20, 2016

5-1-1

BUDGET COMMITTEE

July 5, 2016

4-1

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2016	-	-	-	-	-
04/01/2017	-	-	24,658.96	24,658.96	-
06/30/2017	-	-	-	-	24,658.96
10/01/2017	-	-	21,136.25	21,136.25	-
04/01/2018	115,000.00	0.700%	21,136.25	136,136.25	-
06/30/2018	-	-	-	-	157,272.50
10/01/2018	-	-	20,733.75	20,733.75	-
04/01/2019	115,000.00	0.800%	20,733.75	135,733.75	-
06/30/2019	-	-	-	-	156,467.50
10/01/2019	-	-	20,273.75	20,273.75	-
04/01/2020	115,000.00	0.900%	20,273.75	135,273.75	-
06/30/2020	-	-	-	-	155,547.50
10/01/2020	-	-	19,756.25	19,756.25	-
04/01/2021	115,000.00	1.050%	19,756.25	134,756.25	-
06/30/2021	-	-	-	-	154,512.50
10/01/2021	-	-	19,152.50	19,152.50	-
04/01/2022	120,000.00	1.150%	19,152.50	139,152.50	-
06/30/2022	-	-	-	-	158,305.00
10/01/2022	-	-	18,462.50	18,462.50	-
04/01/2023	120,000.00	1.300%	18,462.50	138,462.50	-
06/30/2023	-	-	-	-	156,925.00
10/01/2023	-	-	17,682.50	17,682.50	-
04/01/2024	120,000.00	1.450%	17,682.50	137,682.50	-
06/30/2024	-	-	-	-	155,365.00
10/01/2024	-	-	16,812.50	16,812.50	-
04/01/2025	120,000.00	1.600%	16,812.50	136,812.50	-
06/30/2025	-	-	-	-	153,625.00
10/01/2025	-	-	15,852.50	15,852.50	-
04/01/2026	125,000.00	1.750%	15,852.50	140,852.50	-
06/30/2026	-	-	-	-	156,705.00
10/01/2026	-	-	14,758.75	14,758.75	-
04/01/2027	125,000.00	1.850%	14,758.75	139,758.75	-
06/30/2027	-	-	-	-	154,517.50
10/01/2027	-	-	13,602.50	13,602.50	-
04/01/2028	130,000.00	1.950%	13,602.50	143,602.50	-
06/30/2028	-	-	-	-	157,205.00
10/01/2028	-	-	12,335.00	12,335.00	-
04/01/2029	130,000.00	2.000%	12,335.00	142,335.00	-
06/30/2029	-	-	-	-	154,670.00
10/01/2029	-	-	11,035.00	11,035.00	-
04/01/2030	135,000.00	2.050%	11,035.00	146,035.00	-

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/30/2030	-	-	-	-	157,070.00
10/01/2030	-	-	9,651.25	9,651.25	-
04/01/2031	135,000.00	2.100%	9,651.25	144,651.25	-
06/30/2031	-	-	-	-	154,302.50
10/01/2031	-	-	8,233.75	8,233.75	-
04/01/2032	140,000.00	2.150%	8,233.75	148,233.75	-
06/30/2032	-	-	-	-	156,467.50
10/01/2032	-	-	6,728.75	6,728.75	-
04/01/2033	145,000.00	2.200%	6,728.75	151,728.75	-
06/30/2033	-	-	-	-	158,457.50
10/01/2033	-	-	5,133.75	5,133.75	-
04/01/2034	145,000.00	2.250%	5,133.75	150,133.75	-
06/30/2034	-	-	-	-	155,267.50
10/01/2034	-	-	3,502.50	3,502.50	-
04/01/2035	150,000.00	2.320%	3,502.50	153,502.50	-
06/30/2035	-	-	-	-	157,005.00
10/01/2035	-	-	1,762.50	1,762.50	-
04/01/2036	150,000.00	2.350%	1,762.50	151,762.50	-
06/30/2036	-	-	-	-	153,525.00
<b>Total</b>	<b>\$2,450,000.00</b>	<b>-</b>	<b>\$537,871.46</b>	<b>\$2,987,871.46</b>	<b>-</b>

ESTIMATED COSTS OF ISSUANCE DETAIL

Financial Advisor .....	\$6,250.00
Bond Counsel .....	6,000.00
County Attorney .....	600.00
Rating Agency Fee .....	4,369.00
Preliminary Official Statement (Preparation, Printing, Distribution).....	835.00
Final Official Statement (Preparation, Printing, Distribution) .....	773.00
Miscellaneous.....	474.00
Registration/Paying Agent .....	<u>233.00</u>
Total .....	<u>\$19,534.00</u>
Underwriting Discount* .....	\$24,500.00

\*The underwriting expense will be determined by competitive bid. The maximum discount allowed in the Resolution is 2.0%; however, the maximum amount that is expected to be permitted in the bids is 1%. The actual underwriting expense is expected to be less than the maximum allowed.

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

July 18, 2016

Wilson County, Tennessee  
228 East Main Street  
Lebanon, Tennessee 37087  
Attention: Randall Hutto, County Mayor

**Re: Issuance of Not to Exceed \$2,450,000 in Aggregate Principal Amount of County District School Bonds.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Wilson County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution authorizing the Bonds adopted on July 18, 2016 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$6,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material

changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

### OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

### CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**WILSON COUNTY, TENNESSEE:**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
Randall Hutto, County Mayor

By: \_\_\_\_\_  
Karen Neal, Member

STATE OF TENNESSEE     )

COUNTY OF WILSON     )

I, J.H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on July 18, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$2,450,000 County District School Bonds.

WITNESS my official signature and seal of said County this \_\_ day of \_\_\_\_\_, 2016.

---

County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in a regular session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on July 18, 2016, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

There were also present J. H. Goodall, County Clerk and Aaron Maynard, Finance Director.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

16-7-6

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOLBONDS OF WILSONCOUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$5,850,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 49-3-1001, etseq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance schoolprojects and to levy an ad valorem property tax for the payment of principal and interest on such school bonds in the area of the county lying outside the territorial limits of any municipal or special school district; and

WHEREAS, the Board of County Commissioners ofWilsonCounty, Tennessee (the "County") hereby determines that it is necessary and advisable to issue not to exceed \$5,850,000 in aggregate principal amount of general obligationschoolbonds, in one or more series, for the purpose of providing funds for the(i) acquisition of land for, design and site development for a County high school as described herein; (ii) construction of a road related to, necessary and functionally related to the site; (iii) payment of legal, fiscal, administrative, and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$5,850,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001, etseq., Tennessee Code Annotated, as amended (the "Act"), and other applicable provisions of law.

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

(a) "Bonds" means the not to exceed \$5,850,000General Obligation SchoolBonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

(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) "County" means Wilson County, Tennessee;
- (d) "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;
- (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) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc.;
- (i) "Governing Body" means the Board of County Commissioners of the County;
- (j) "Projects" means the: (i) acquisition of land for, design and site development for a County high school located on Lebanon Road in Mt. Juliet, Tennessee, consisting of 64.19 acres, more or less, and being a portion of Map 53, Parcels 40 and 40.01; (ii) construction of a road related to, necessary and functionally related to the site; (iii) payment of legal, fiscal, administrative, and engineering costs incident to any or all of the foregoing; and
- (k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

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 term of the Bonds will not exceed the useful economic life of the Projects. The debt service on the Bonds is planned to achieve relatively level debt service. The Bonds will not have an optional redemption longer than approximately ten years from their date of issuance. Approximate debt service and cost of issuance are attached hereto as Exhibit A, subject to change permitted by Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole, or in part, (i) the cost of the Projects; (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$5,850,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General Obligation School Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on April 1 and October 1 in each year, commencing April 1, 2017. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the

adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2036, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof. The approximate debt service reflects issuance of the Bonds as a single series with related costs of issuance and as two separate series with related costs of issuance.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on or before April 1, 2026 shall mature without option of redemption and Bonds maturing on April 1, 2027 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2026 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 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 ("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 thirty (30) 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 affect 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 Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed 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 or his designee.

(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 affected 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, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. 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(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and 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 and Pledge. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

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

(Form of Face of Bond)

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

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WILSON  
GENERAL OBLIGATION SCHOOLBOND,  
SERIES \_\_\_\_\_

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Wilson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2017], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. The 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 or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will

be 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 affected 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 and maturity amounts 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, maturity amounts, 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 maturing April 1, 201\_ through April 1, 202\_, inclusive, shall mature without option of prior redemption and Bonds maturing April 1, 202\_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 202\_ 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 thirty (30) 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 affect 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 above, 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 for the (i) acquisition of land for, design and site development for a County high school as defined in the Resolution; (ii) construction of a road related to, necessary and functionally related to the site; (iii) payment of legal, fiscal, administrative, and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein, pursuant to Sections 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 18th day of July, 2016 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, [premium, if any,] 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) inheritance, transfer and estate taxes, (b) 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 (c) 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 with his manual or facsimile signature and attested by its County Clerk with his manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

WILSON COUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
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: \_\_\_\_\_  
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 Wilson 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.

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, 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 of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, 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 public sale, as required by law, in one or more series, at a price of not less than ninety-eight percent (98.00%) 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 County's Finance Director and Municipal Advisor.

(b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(c) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2017, 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; and (B) the final maturity date of each series shall not exceed the twenty-second fiscal year following the fiscal year of the issuance of such series;

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(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

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

(e) 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 School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County Mayor is authorized to award the Bonds, or any series 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 do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance 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. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of

registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(g) The County Mayor and County Clerk are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, 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 substantially the form presented as Exhibit B, with such changes as may be approved by the County Mayor as evidenced by his execution thereof.

(h) 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.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the School Land Acquisition and Road Construction Fund (the "Construction Fund"), or such other designation to be kept separate and apart from all other funds of the County in accordance with the Act. Funds in the Construction Fund shall be disbursed to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. To the extent permitted by applicable law, (i) moneys in the Construction Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law to the extent permitted by applicable law and (ii) earnings from such investments shall be: (A) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds, (B) deposited to the Construction Fund to the extent needed for the Projects or (C) transferred to the County's debt service fund to be used to pay interest on the Bonds, or otherwise applied in accordance with the Act.

(d) In accordance with state law, the various department heads responsible for the fund or funds and 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, the Finance Director and the County Clerk, or any of them, working with the Municipal Advisor, 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, the Finance Director and the County Clerk, 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, the Finance Director and the County Clerk, or any 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, the Finance Director and the County Clerk, or any 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 series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series 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 Escrow 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, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, 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 12. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Finance Director are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Finance Director is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and 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 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 14. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 15. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101 etseq., Tennessee Code Annotated, is greater than twenty-five years.

Section 16. Reimbursement. 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 17. 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 relating to the security for the Bonds or the manner of defeasance of the Bonds shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. 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, including provisions relating to the Projects and the use of proceeds of the Bonds.

Section 19. 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.

Duly adopted and approved this 18<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

---

SPONSOR

RECOMMENDED FOR APPROVAL:

EDUCATION COMMITTEE

June 20, 2016

5-1-1

BUDGET COMMITTEE

July 5, 2016

4-1

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
09/01/2016	-	-	-	-	-
04/01/2017	-	-	58,911.42	58,911.42	-
06/30/2017	-	-	-	-	58,911.42
10/01/2017	-	-	50,495.50	50,495.50	-
04/01/2018	270,000.00	0.700%	50,495.50	320,495.50	-
06/30/2018	-	-	-	-	370,991.00
10/01/2018	-	-	49,550.50	49,550.50	-
04/01/2019	275,000.00	0.800%	49,550.50	324,550.50	-
06/30/2019	-	-	-	-	374,101.00
10/01/2019	-	-	48,450.50	48,450.50	-
04/01/2020	275,000.00	0.900%	48,450.50	323,450.50	-
06/30/2020	-	-	-	-	371,901.00
10/01/2020	-	-	47,213.00	47,213.00	-
04/01/2021	280,000.00	1.050%	47,213.00	327,213.00	-
06/30/2021	-	-	-	-	374,426.00
10/01/2021	-	-	45,743.00	45,743.00	-
04/01/2022	280,000.00	1.150%	45,743.00	325,743.00	-
06/30/2022	-	-	-	-	371,486.00
10/01/2022	-	-	44,133.00	44,133.00	-
04/01/2023	285,000.00	1.300%	44,133.00	329,133.00	-
06/30/2023	-	-	-	-	373,266.00
10/01/2023	-	-	42,280.50	42,280.50	-
04/01/2024	290,000.00	1.450%	42,280.50	332,280.50	-
06/30/2024	-	-	-	-	374,561.00
10/01/2024	-	-	40,178.00	40,178.00	-
04/01/2025	290,000.00	1.600%	40,178.00	330,178.00	-
06/30/2025	-	-	-	-	370,356.00
10/01/2025	-	-	37,858.00	37,858.00	-
04/01/2026	295,000.00	1.750%	37,858.00	332,858.00	-
06/30/2026	-	-	-	-	370,716.00
10/01/2026	-	-	35,276.75	35,276.75	-
04/01/2027	300,000.00	1.850%	35,276.75	335,276.75	-
06/30/2027	-	-	-	-	370,553.50
10/01/2027	-	-	32,501.75	32,501.75	-
04/01/2028	305,000.00	1.950%	32,501.75	337,501.75	-
06/30/2028	-	-	-	-	370,003.50
10/01/2028	-	-	29,528.00	29,528.00	-
04/01/2029	315,000.00	2.000%	29,528.00	344,528.00	-
06/30/2029	-	-	-	-	374,056.00
10/01/2029	-	-	26,378.00	26,378.00	-
04/01/2030	320,000.00	2.050%	26,378.00	346,378.00	-

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/30/2030	-	-	-	-	372,756.00
10/01/2030	-	-	23,098.00	23,098.00	-
04/01/2031	325,000.00	2.100%	23,098.00	348,098.00	-
06/30/2031	-	-	-	-	371,196.00
10/01/2031	-	-	19,685.50	19,685.50	-
04/01/2032	335,000.00	2.150%	19,685.50	354,685.50	-
06/30/2032	-	-	-	-	374,371.00
10/01/2032	-	-	16,084.25	16,084.25	-
04/01/2033	340,000.00	2.200%	16,084.25	356,084.25	-
06/30/2033	-	-	-	-	372,168.50
10/01/2033	-	-	12,344.25	12,344.25	-
04/01/2034	350,000.00	2.250%	12,344.25	362,344.25	-
06/30/2034	-	-	-	-	374,688.50
10/01/2034	-	-	8,406.75	8,406.75	-
04/01/2035	355,000.00	2.320%	8,406.75	363,406.75	-
06/30/2035	-	-	-	-	371,813.50
10/01/2035	-	-	4,288.75	4,288.75	-
04/01/2036	365,000.00	2.350%	4,288.75	369,288.75	-
06/30/2036	-	-	-	-	373,577.50
<b>Total</b>	<b>\$5,850,000.00</b>	<b>-</b>	<b>\$1,285,899.42</b>	<b>\$7,135,899.42</b>	<b>-</b>

ESTIMATED COSTS OF ISSUANCE DETAIL

Financial Advisor .....	\$15,000.00
Bond Counsel .....	15,000.00
County Attorney .....	1,500.00
Rating Agency Fee .....	10,631.00
Preliminary Official Statement (Preparation, Printing, Distribution).....	2,030.00
Final Official Statement (Preparation, Printing, Distribution) .....	1,880.00
Miscellaneous.....	915.00
Registration/Paying Agent .....	<u>567.00</u>
Total .....	<u>\$47,523.00</u>
Underwriting Discount* .....	\$58,500.00

\*The underwriting expense will be determined by competitive bid. The maximum discount allowed in the Resolution is 2.0%; however, the maximum amount that is expected to be permitted in the bids is 1%. The actual underwriting expense is expected to be less than the maximum allowed.

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

July 18, 2016

Wilson County, Tennessee  
228 East Main Street  
Lebanon, Tennessee 37087  
Attention: Randall Hutto, County Mayor

**Re: Issuance of Not to Exceed \$5,850,000 in Aggregate Principal Amount of General Obligation School Bonds.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Wilson County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution authorizing the Bonds adopted on July 18, 2016 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$15,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material

changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

### OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

### CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**WILSON COUNTY, TENNESSEE:**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
Randall Hutto, County Mayor

By: \_\_\_\_\_  
Karen Neal, Member

STATE OF TENNESSEE     )

COUNTY OF WILSON     )

I, J.H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on July 18, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$5,850,000 General Obligation School Bonds.

WITNESS my official signature and seal of said County this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in a regular session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on July 18, 2016, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

There were also present J. H. Goodall, County Clerk and Aaron Maynard, Finance Director.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:



WILSON COUNTY BUILDING INSPECTOR  
233 EAST GAY STREET,  
WILSON COUNTY COURTHOUSE ANNEX  
LEBANON, TN 37087  
PHONE (615) 444-3025  
FAX (615) 443-6194

TO: WILSON COUNTY COMMISSION  
FROM: WILSON COUNTY BUILDING INSPECTOR  
DATE: 06/01/2016 thru 06/30/2016

**ACTIVITY REPORT**

NUMBER OF PERMIT APPLICATIONS	104
NUMBER OF PERMITS ISSUED	95
NUMBER OF CERTIFICATES OF COMPLIANCE	42
TOTAL MONEY COLLECTED (PERMITS)	\$132,935.80

NUMBER OF ADEQUATE FACILITIES TAX	119
TOTAL MONEY COLLECTED (AFT)	\$448,991.40

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**YEAR TO DATE 07/01/2015 thru 06/30/2016**

PERMIT APPLICATIONS	905
PERMITS ISSUED	897
CERTIFICATES OF COMPLIANCE	441
TOTAL MONEY	\$1,098,525.82

NUMBER OF AFT	1159
TOTAL MONEY	\$5,747,097.62

# WILSON COUNTY PLANNING OFFICE



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ROOM 5, WILSON COUNTY COURTHOUSE \* LEBANON, TENNESSEE 37087  
(615) 449-2836 \* FAX (615) 443-6190

July 01, 2016

Wilson County Commission Members:

The Wilson County Planning Office has received an application from Gladeville Baptist Church to rezone the following property from (C-5) Interchange Commercial to (C-3) Highway Commercial the property contains approximately 2.10 acres and is located at 9210 Stewarts Ferry Pike being Parcel 99.00 on Wilson County Tax Map 116.

This rezoning request was presented to the Wilson County Planning Commission on June 16, 2016, and is being forwarded to the Board of County Commissioners with a positive recommendation for the meeting of Monday, July 18, 2016.

Sincerely,

*Georgia Baine*

Georgia Baine  
For Thomas Brashear, Wilson County Planning Director

gb

Attachment





## Commission District 13

### Rezoning

Gladeville Baptist Church

C-5 (Interchange Commercial)

to

C-3 (Highway Commercial)

9210 Stewarts Ferry Pike

Map 116 Parcel 99.00

2.10 Acres



# WILSON COUNTY PLANNING OFFICE



---

ROOM 5, WILSON COUNTY COURTHOUSE \* LEBANON, TENNESSEE 37087  
(615) 449-2836 \* FAX (615) 443-6190

July 01, 2016

Wilson County Commission Members:

The following application for rezoning will be presented to the full County Commission on Monday, July 18, 2016 for a final vote.

Application has been made by property owners Ray and Lori Montgomery to rezone the following property from (R-1) Rural Residential to (A-1) Agricultural the property is located at 1041 South Rutland Road and is referenced by Wilson County Tax Map 96 Parcels 14.00 and 16.01 the property contains approximately twenty (20) acres.

This rezoning request was presented to the Mt. Juliet Regional Planning Commission as it is within their planning region on Thursday, June 16, 2016 and is being forwarded to the Wilson County Commission with a positive recommendation.

Sincerely,

*Georgia Baine*

Georgia Baine  
For Thomas Brashear, Wilson County Planning Director

gb

Attachment

**WILSON COUNTY, TENNESSEE  
APPLICATION FOR AMENDMENT TO ZONING MAP  
and/or  
ZONING ORDINANCE**



Date Submitted 05.02.2016

Applicant(s) Ray & Lori Montgomery Phone Number 615 522.2064

Mailing Address 1816 Bakers Grove Hermitage TN 37076  
Street Address City State zip

Applicant requesting reclassification from the R-1 Residential district to the A-1 Agricultural district, property as described in the attached property description and depicted on the attached tax map/plats, etc. and are a part of this application.  
90/14.00 & 16.01

Applicant requesting to amend the text of the Zoning Ordinance of the County of Wilson  
Article \_\_\_\_\_ Section \_\_\_\_\_

*As a courtesy, the Planning Office will notify the adjacent property owners by letter of the proposed request. (Attach names and address of surrounding property owners.)*

Location of property 1041 S. Rutland Rd.

Tax Map 96 Parcel Number 14.00 & 16.01 Size of Property 20 ac.

Name of Owner of Record Karl Ray Montgomery JR

Address of Owner of Property 1816 Bakers Grove Rd. Hermitage, TN 37076

Signature of Owner/Agent \_\_\_\_\_

Filing fee \$600.00 Date 05.02.16 Commissioner Diane Weathers  
My subject District 16

Presented to Planning Commission 06.16.16 date JPC Action of Planning Commission \_\_\_\_\_

Presented to County Commission \_\_\_\_\_ date \_\_\_\_\_ Action of County Commission \_\_\_\_\_

Publication Cost I, the above applicant, hereby request a public hearing on the above proposed amendment and agree to pay the costs of publication of all notices required, in excess of \$600.00.

Lori Montgomery  
Applicant

Publication dates:  
Planning Commission \_\_\_\_\_ Planning & Zoning Committee \_\_\_\_\_  
(if applicable)  
County Commission \_\_\_\_\_ County Commission approval \_\_\_\_\_

**IMPORTANT NOTE:** A PRE-SUBMITTAL CONFERENCE WITH THE PLANNING DIRECTOR IS REQUIRED PRIOR TO THE SUBMITTAL OF THIS APPLICATION. PLEASE CALL 615.449.2836 TO SCHEDULE AN APPOINTMENT

Commission District 16      Diane Weathers

**REZONING**

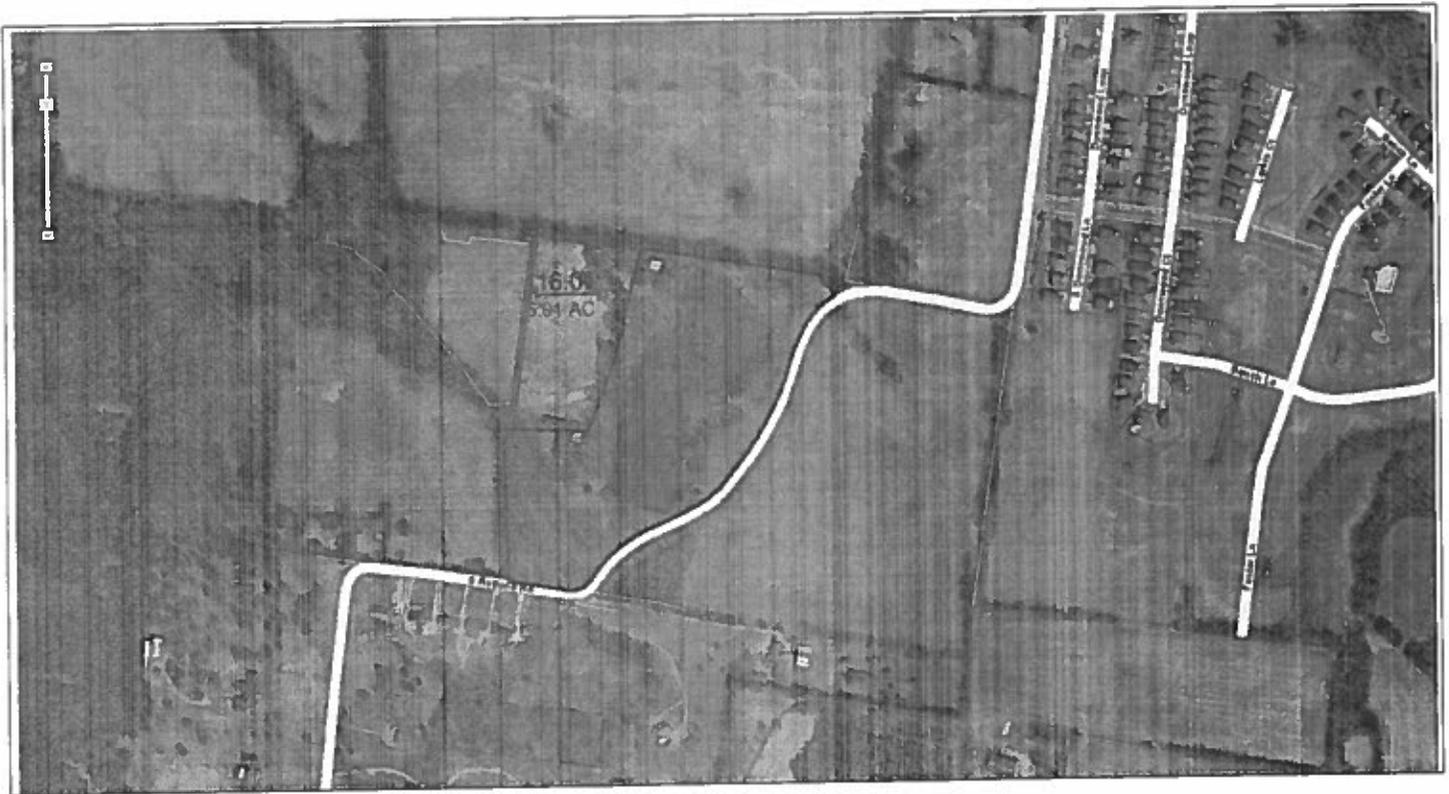
Ray and Lori Montgomery

from (R-1) Rural Residential to (A-1) Agricultural

1041 South Rutland Road

Tax Map 96 Parcels 14.00 and 16.01

Approximately twenty (20) acres



## Wilson County Planning Commission Minutes

The Wilson County Planning Commission met Friday, May 20, 2016 at 11:00 a.m. in the County Commission Room of the Wilson County Courthouse located at 228 East Main Street, Lebanon, Tennessee pursuant to public notice. Those members present were Dixon, Hutto, Jones, Locke, Major, Nokes, Ray, Weathers, Williams and Woods constituting the entire membership with the exception of Jewell who was absent. Also present were the County Planning Staff, County Building Inspectors Staff, County Stormwater Department, County Attorney Jennings and Court Reporter Teresa Hatcher, hired by the County.

The minutes of the April 15, 2016 meeting were approved on motion of Weathers second by Williams and all voting aye.

Chairman Jones then asked all individuals who desired to make statements before the Commission to stand and raise their right hand. He thereupon, administered the oath to each and every one of the prospective witnesses.

Old Business            None

New Business:

### Rezoning Request:

The Wilson County Planning Office has received an application from Fleming Homes representing property owners Phillip and Patricia Bates to rezone the following property from (A-1) Agricultural to (R-1) Rural Residential the property contains approximately 2.37 acres and is located at 1250 Riverview Road being Parcel 12.00 on Wilson County Tax Map 28 Staff read recommendation of approval and updating the Planning Commission of the sale of this property to Fleming Homes on May 20, 2016. Mr. Brashear stated he had received a phone call from Mr. Roger Williams stating he is opposed to lot size change and the safety factor of traffic congestion at Riverview Road and Benders Ferry Road. Area residents spoke in opposition to the rezoning stating they are opposed to lot size change preferring (2) two lots instead of (3) three, road safety, traffic congestion due to area residents and boat traffic. Mr. Jordan Fleming was present stating 850 feet away acreage is already zoned Rural Residential, these lots will be  $\frac{3}{4}$  acre in size with the intent to build good quality homes and believes there is enough soils area for (3) three lots. After further discussion on motion of Nokes, second by Williams, Jones voting NO, all others voting aye the rezoning was approved and will be forwarded to the Wilson County Commission for final vote in June.

### New Business:

The following rezoning request is within the City of Lebanon's Urban Growth Boundary to be presented to the City of Lebanon Planning Commission on Tuesday, May 24, 2016. Application submitted by property owners David and Brenda Rahrer to rezone Parcel 15.01 on Wilson County Tax Map 103 from (A-1) Agricultural to (C-3) Highway Commercial. The property is located at 1952 Murfreesboro Road consisting of approximately 18,000 square feet. No action needed.

- 01.) Site Plan-Apex Towers/Verizon Wireless Laguardo Steam Plant Cell Tower Site 1 lot  
 Green Road 14/5.03  
 Site Plan was presented. Staff read recommendation of approval also noting the applicant has one (1) year from date of approval to construct the tower. Larry Perry Consultant hired by the County was present to answer questions and stated his responsibilities are to review site plans for cell towers, perform an onsite review of tower placement and supply information back to the Planning Department. Mr. Perry stated within the next 18 months the cell phone carriers will be going from the 4g to 5g concept to provide more data therefore the territory shrinks, Mr. Perry stated with the new concept shorter towers and more towers will be needed and the carrier will be changing from monopole towers to towers that look like telephone poles. Mr. Perry stated the tower being discussed today is a lattice tower that can be added to and that local 911 Emergency Services will be able to locate on the tower at no cost. After further discussion Planner Brashear stated there will be a letter of credit on file for \$75,000.00 for security to the County if the tower ever need to be removed. On motion of Woods second by Major with all voting aye the site plan was approved subject to staff recommendations.

On motion of Locke second by Dixon and with all voting aye the following plats were affirmed.

Subdv.; Wayne Brown Property	1 lot
Quarry Road	71/23.01
Rsb.; William J. Lane Jr. Lot 1 & Glen Hills Subdv.; Sec. 1 lot 27	2 lots
Noel Drive	31/3.02; 31B/C/2.00
Subdv.; Todd Decker Property	2 lots
Underwood Road	138/14.00
Rsb.; Gray Prop. & First Freedom Bank Prop	2 lots
Liberty Chapel Road & Benders Ferry Road	49/68.06
Subdv.; Jeanetta Young Property	2 lots
Cainsville Road & Jug Creek Road	155/27.00 po
Comb. Robert L. Spickard & Cassie L. Spickard Property	2 lots
Spickard Road	137/1.00
Rsb.; W. G. Baird Property Lot 6B	2 lots
Old Murfreesboro Road	114/35.11
Rsb.; Mary Poling Property Lot 5	2 lots
Old Murfreesboro Road West	103/1.12

The rules were suspended to hear the following:

Commissioner Sue Vanatta spoke before the Commission stating she has received a complaint from area neighbors about noise from the Springmont Subdivision, stating one of the facilities has been rented and they are playing loud rock music. Mr. Rick Wheeler went into further detail about the music stating it is loud excessive music with police being called, and because there is not a noise ordinance within Wilson County there is not much that can be done. Mr. Wheeler stated he started at the Mt. Juliet Planning Commission and was told it was a police matter, he pursued the matter by contacting the County Mayor's Office, the Sheriff's Office and the district Commissioner and now he is before this Planning Commission, Mr. Wheeler stated his family members are sleep deprived and have started going to bed with headphones on to try to block the noise from the country rap music. Mr. Wheeler stated the County needs a noise ordinance. Chairman Jones stated there have been several attempts to adopt a noise ordinance in the past.

Planner Brashear affirmed there have been (3) ordinances drawn up and none have passed the Planning and Zoning Committee also on May 24, 2016 the Planning and Zoning Committee will again review a noise ordinance but it is only pertaining to construction noise during certain hours.

Chairman of the Planning and Zoning Committee Jerry McFarland then spoke before the Commission stating he thinks the issue needs to be readdressed he then requested Planner Brashear to write a noise ordinance with a cease and desist time with noise level and to research decibel scale, once that is done then officers could make sure the ordinance is followed and cite people who violate it.

Commissioner Sue Vanatta also brought before the Planning Commission a situation at 5582 Hickory Ridge Road where there is construction equipment being parked in a residential neighborhood and it appears there is a business running from the property. Ms. Vanatta stated she knows that Building Inspector Bobby Sloan has sent letters to the property owner telling them they cannot run a business from the property, nonetheless it continues to be going on and residents are concerned.

Area residents stated the property has become an eye sore to the community, with parking construction equipment onsite, and dumping materials onsite.

Planner Brashear stated if a resident is aggrieved by the zoning ordinance they have the right to go before the Wilson County Board of Zoning Appeals, but this is a public meeting and the Planning Commission can advise the Planning Staff. Brashear stated the Building Inspector has tried in the past to correct the situation and until this meeting did not know about the dumping and that may be a stormwater violation. Planner Brashear stated he has drafted a contractors yard ordinance in the past but it did not pass Committee due to trying to find a balance between farmers using heavy equipment for farming operations and small business operators having one to two pieces of equipment and parking at home at night.

Building Inspector Sloan stated at onsite inspection he had seen heavy equipment parked there, a dump truck cable wire etc. he then wrote the property owner a letter telling him he was in violation and must remove the equipment, at a more recent onsite review there was only a tractor and bush-hog onsite.

After further discussion Stormwater Director Vaden will make an onsite visit to the property to see if there is a stormwater violation.

There being no further business to come before the Commission the meeting was adjourned.

Chairman noted the staff recommendations and related discussions had entered into the decision making of the Commission and directed the staff recommendations to be placed in the minute attachment file. There being no further business to come before the Commission at this time, the same was on motion duly made and seconded, adjourned.

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Randall Hutto, Secretary

June 3rd, 2016

The Wilson County Road Commission met in regular session on June 3<sup>rd</sup>, 2016 at 9:00 am, with the following members present: Mayor Randall Hutto, Commissioner Terry Scruggs, Commissioner Kenny Reich, Commissioner Jeff Joines, absent Commissioner Becky Siever, absent.

Mayor Hutto requested that Prayer and Pledge be said, Prayer being given by Commissioner Kenny Reich.

Commissioner Scruggs made the motion to approve the minutes of May 6<sup>th</sup>, 2016 Road Commission meeting as presented, second by Commissioner Reich, motion carried.

**ASSISTANT SUPERINTENDENT REPORT;**

**FISCAL YEAR BIDS;** all bids met specifications; Assistant Lynch recommended all be approved. The motion was made by Commissioner Scruggs, second by Commissioner Reich, motion carried.

They are as follows:

1. **RBID-551 HOT MIX AND COLD MIX- LOJAC ENTERPRISES**
2. **RBID-552 HOT MIX IN PLACE-HOOVER, INC**
3. **RBID-553 EMULSIFIED ASPHALT- MARATHON PETROLEUM**
4. **RBID-554 BASE & BITUMINOUS SURFACE TREATMENT-LOJAC**
5. **RBID-555 ROAD GRADE AND DRAIN-LOJAC**
6. **RBID-556 GUARD RAIL-ROAD & BRIDGE-R&C CONSTRUCTION**
7. **RBID-557 CRUSHED STONE-HOOVER, INC**
8. **RBID-558 STRIPING-KERR BROTHERS**
9. **RBID-559 METAL CULVERTS-LEBANON DISTRIBUTING**
10. **RBID-560 CONCRETE AND STEEL EATHERLY GROUP**
11. **RBID-561 SIGNS REGULATORY RD NAME WARNING G&C SUPPLY**
12. **RBID-562 TIRE AND TUBES TIRE WORLD**

Commissioner Reich expressed his concerns on the theft of road signs in the county.

Commissioner Reich made the motion to accept Assistant Lynch's report, second by Commissioner Scruggs, motion carried.

**SUPERINTENDENT REPORT:**

Subdivision and 2 year maintenance Report

Superintendent Murphy thanked Commissioner Patton for getting the flags that are now in our committee room.

Superintendent Murphy stated that we have finished hauling off all the scrap with final amount being \$26,074.90.

Superintendent Murphy stated we have paved right at 15 miles so far.

Superintendent Murphy stated we are doing routine maintenance and paving on S. Commerce.

Commissioner Reich made the motion to accept Superintendents Murphy's report, second by Commissioner Scruggs second motion carried.

COUNTY ATTORNEYS REPORT: None

Being of no further business, Commissioner Reich made the motion to adjourn the Wilson County Road Commission Meeting, second by Commissioner Scruggs motion carried.

Wilson County Road Commission

Approved

Chairman

Secretary

**Minutes of the Wilson County Library Board – April 11, 2016**

The Wilson County Library Board met in Monday, April 11, 2016, at the Lebanon Library. A quorum having been met, the meeting was called to order at 5:30 p.m. by Chairman Jim Mills. The regularly scheduled meeting of April 4<sup>th</sup> was moved out a week due to lack of a quorum.

Members present: Jim Mills, Diane Weathers, Bettye Stone, William Taylor. Members absent: Kevin Huddleston, Connie Wright, Carolyn Miller. Also present were Stone’s River Regional Library Board member, Peggy Simpson and Regional Director, Betty Jo Jarvis; Wilson County Librarians, Alesia Burnley, Pamela Wiggins, Tracy Harvath. Also present was Sharon Evins with Dempsey, Vantrease & Follis PLLC.

On motion by William Taylor, seconded by Bettye Stone, the minutes of the February meeting were approved.

Sharon Evins discussed with the Board the yearly audit of financial statements of the government activities and major fund of the Wilson County Library Board for year ending 30 June 2015. No findings were reported. It was suggested that the Board of Directors continue to closely monitor the expenditures and investigate any deviations from the budget. Also suggested was for payroll returns to be reviewed by at least one other person with knowledge of proper processing of payroll returns as part of the bookkeeping process. On motion of Bettye Stone, seconded by Diane Weathers, the audit report was received and accepted.

The financial report was given by Director, Alesia Burnley. After discussion, motion made by Diane Weathers to approve the report and seconded by Peggy Simpson.

Chairman Mills noted the circulation reports were in the board packet as follows:

Circulation

	<u>Lebanon</u>	<u>Mt. Juliet</u>	<u>Watertown</u>
January	17,303	28,631	1,711
February	18,816	30,280	1,896

People Count

January	8,265	8,365	1,584
February	11,760	9,304	1,523

Computer Usage

January	2,554	746	323
February	2,887	954	369

A total of 559 new library cards were issued in the Wilson County Library system in January and February 2015.

Stones River Regional Director, Betty Jo Jarvis shared information about the Governor's Ready To Read program to promote pre-reading skills in children. Alesia Burnley stated the Lebanon Library has partnered with the Head Start program. Peggy Simpson with the Imagination Library program stated they had books that had been returned as undeliverable and could be used for children ages zero to five. Betty Jo Jarvis also reported there have been several Trustees in the Stone's River region and throughout the state who have completed the Library Trustee certification program.

The libraries' budget committee met in February to discuss this year's budget. The county has requested a status quo budget. A needs assessment will have to be requested to cover one additional full time employee, more money for utilities and additional maintenance due to the expansion of the building at the Mt. Juliet Library. No additional monies will be requested from the city of Mt. Juliet as they have increased their funding every year. There are no additional funds requested from the city of Watertown. An increase of \$20,000 was requested from the city of Lebanon.

Some discussion was had about changing the library's By Laws and Policy manual so as to revise what constitutes a quorum. As it stands now, the regional board members are not counted as a quorum but are allowed to vote. The committee will look at this and report back at the June meeting.

Tracy Harvath reported the addition at the Mt. Juliet Library is coming along very well. She would like to suggest closing the library with a tentative date being the 2<sup>nd</sup> week in May and to remain closed until all construction is completed. The superintendent of the project from Phoenix Builders has advised for safety reasons it would be better to close the building off to the public until the flooring was down. The computers will be unavailable for use during this time because they will be moving them to another part of the building. The circulation desk will be unable to check out books while the wiring is being relocated. Staff will be there during this down time. Tracy also reported they have recruited "free" helpers to assist in the moving of equipment and furniture, those persons being family members of library employees, friends and students earning community service points. On motion of Bettye Stone, seconded by Diane Weathers, the librarian's request was approved to close the library to the public at her discretion during the time stated.

Chairman Mills asked to elect a nominating committee to submit a slate of officers for the coming year. On motion of Peggy Simpson, second by William Taylor, the nominating committee will remain the same as last year.

Alesia Burnley reported on events to be held at the Lebanon Library in the next few weeks. There will be a book signing with author, Carol Warden, on April 9<sup>th</sup> at 2 p.m. Her book is Over the Sea and Over the Sun. On April 14<sup>th</sup> at 6 p.m., there will be a work shop about Homeschool Basics. On April 20<sup>th</sup> at 10 a.m., a workshop from the Career Center will be held on Job Search Basics. Alesia also gave information about this year's library roast. There were 249 tickets sold and after expenses \$7,000 was cleared. Alesia reported she had contacted the county concerning the purchase of a new Burglar and Fire Alarm and was informed the Lebanon Library is not a county owned building. On motion of William Taylor and seconded by Bettye Stone, Alesia will purchase the alarm with the estimate she was quoted at \$15,697 to come from ADS.

Chairman Mills advised Board member reappointments are needed from the cities and county. Those appointments include, Kevin Huddleston representing the city of Lebanon, Connie Wright representing the city of Mt. Juliet, Jim Mills representing the county, and Peggy Simpson appointed by the county for the Stone's River Regional Board. On motion of William Taylor, seconded by Bettye Stone, those members names will be requested for reappointment.

Alesia Burnley requested the following items be declared Surplus: Lebanon Library - 3 monitors, 3 computers (UPC), 1 office chair; Mt. Juliet Library – 3 double station computer carrels, 1 single station computer carrel, 7 double DVD revolving displays with wooden base, 1 single DVD revolving display with wooden base, 1 plain revolving rack with plain base, 1 desk hutch, 7 90" double faced shelving units. On motion of Bettye Stone, seconded by Peggy Simpson the items were surplus.

There being no further business, on motion by William Taylor, the meeting adjourned at 6:50.

Diane Weathers, Secretary

Approved

  
Board Chair

Date

