

BUDGET COMMITTEE MINUTES

The Budget Committee of the County Commission of Wilson County, Tennessee met in regular session on Thursday, January 15, 2015 at 7:00 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 Annette Stafford, Jerry McFarland and Gary Keith, being all the members of the Committee with the exception of Commissioner Mike Justice, who was absent. Also present was Finance Director Aaron Maynard, Director of Schools Dr. Donna Wright, Deputy Director of Schools Mickey Hall, School Board member Bill Robinson, County Attorney Michael R. Jennings and County Commissioners Chad Barnard, Joy Bishop and Dan Walker.

In the absence of Chairman Justice, Vice Chairman McFarland called the meeting to order and determined that a quorum was present.

The minutes of the December 4, 2014 meeting were presented. Motion to approve these minutes as printed was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Finance Director Aaron Maynard presented the monthly financial report. Property tax collections are at 53.14% for the year, ahead of the same period of time last year. Our expenses are pretty well in line and the Finance Director is satisfied with them.

Director Maynard called attention to Fund 189. 84.11% of the Adequate Facilities Tax budgeted for this year has already been collected. Likewise, 78.63% of the Building Permit Fees have been collected. This is a good sign of growth in our county. Motion to approve the Financial Report was made by Commissioner McFarland, seconded by Commissioner Stafford and carried unanimously.

Probation Director Betsy Jakalski presented a budget amendment request for Probation Services. Her department is serving approximately 1,000 people monthly. This is a reallocation of funds which will allow her to employ a 3rd full time person. Motion to recommend this budget amendment request to the County Commission was made by Mayor Hutto, seconded by Commissioner Stafford and carried unanimously.

JECDB Director GC Hixson and Assistant Director Tammy Stokes presented a retirement resolution at the request of the Tennessee Consolidated Retirement System. This was explained by Director Maynard, County Attorney Jennings and Ms. Stokes. Motion to recommend this resolution to the County Commission was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Finance Director Maynard presented a budget amendment request for Tourism. It was noted that the recommendation would need to be subject to the approval of the Development and Tourism Committee, which is meeting next week. After some discussion, motion to recommend approval to the County Commission, subject to the approval of the Development and Tourism Committee, was made by Commissioner Stafford, seconded by Commissioner Keith and carried unanimously.

GC Hixson presented a PILOT program request for Project "Addiction". This is a request of an existing company which will add 200,000 square feet to their building and they will continue to pay all their current real property taxes plus an additional \$92,520. They are eligible for a five year term and will be paying an additional personal property tax of \$99,983 while adding 48 additional jobs to the existing 240 jobs. Motion to approve was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Director Hixson noted that the trend seems to be more opportunities for manufacturing.

Director Hixson then presented the request for Project "Plant Nine". This company is a Tier One automotive supplier in the southeast considering a vacant manufacturing facility in Wilson County. They will have 41 employees and the real property taxes will not be a part of the PILOT program. The average annual salary is \$40,500 in addition to a profit sharing program and a benefit package averaging 35% of average wages. Motion to approve this request was made by Commissioner Stafford, seconded by Commissioner Keith and carried unanimously.

Vice Chairman McFarland advised the Committee of the good site visit held on Tuesday at the three schools in Watertown.

Vice Chairman McFarland recognized Director of Schools Dr. Donna Wright to discuss the school system's proposed response to the recent letter received from the Comptroller's Office. Dr. Wright asked Deputy Director of Schools Mickey Hall to explain the contents of the letter. He explained that what the Comptroller really appears to be requesting is a "cash analysis" of the General Purpose School Fund. He also explained his response with regard to the Federal School Projects Fund and the Extended School Programs Fund. The Comptroller is requesting that this be in the Commission minutes that the County Commission is aware of the response. He noted that many systems have to fund their budget during the year with tax anticipation notes. We have not done that in approximately 20 years. Motion to recommend approval of the response to the Comptroller's Office to the County Commission was made by Commissioner Keith, seconded by Commissioner Stafford and carried unanimously.

Commissioner McFarland asked Director Wright to ask the Board of Education to entertain holding meetings in the various high schools. The current Board meeting room at the Central Office is too small and this would be a good opportunity to have additional people attend the Board meetings and make the Board meetings available in all parts of the County.

Director Maynard presented one category of surplus items for destruction and several items to be declared surplus for sale on behalf of WEMA. Motion to approve was made by Commissioner Stafford, seconded by Mayor Hutto and carried unanimously.

There was no old business to come before the Committee.

With regard to new business, Mayor Hutto discussed with the Committee discussions he has had with Project Manager Steve Robinson about the additional work necessary to complete the Wilson County Veterans Park complex. Mr. Robinson has expressed that contractors want to know that the money to build the project has been set aside before they will issue specific bids. Otherwise, they will pad the bids to make sure that they have enough money for the estimated costs of the project. We will not get the best bids.

The Committee then discussed possible ways of funding, including from the Capital Projects Fund and a three year Capital Outlay Note. Director Maynard prefers a three year Capital Outlay Note, as, although our balance in the Capital Projects Fund appears to be very healthy, we have already obligated some of those funds for other projects and budget requirements. After further discussion, motion to recommend approval of a three year Capital Outlay Note not to exceed \$800,000 to complete the Wilson County Veterans Park complex, subject to the approval of the Public Works Committee, was made by Commissioner Keith, seconded by Commissioner Stafford and Mayor Hutto and carried unanimously.

Vice Chairman McFarland asked (“tongue in cheek”) that the minutes note that, with the absence of Chairman Justice at the last couple of meetings, our meetings have concluded more quickly and have run more efficiently.

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

SECRETARY

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF WILSON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS (\$815,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to authority granted by Sections 9-21-101 et seq., Tennessee Code Annotated, subject to the approval of the Director of State and Local Finance, counties in Tennessee are authorized to issue interest-bearing capital outlay notes for a period of not to exceed three (3) years for all county purposes for which general obligation bonds can be legally authorized and issued; and

WHEREAS, the Board of County Commissioners of Wilson County, Tennessee (the "County") has determined that it is necessary and desirable to issue not to exceed \$815,000 in aggregate principal amount of capital outlay notes to provide funds for the purpose of (i) constructing a County veterans' service office and a County veterans' museum, and the acquisition, installation and equipping of the foregoing; (ii) acquisition of all property, real and personal appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Projects"); (iv) reimbursement for funds previously expended for the costs of the Projects, if any; and (v) the payment of costs incident to the issuance and sale of the Notes authorized herein; and

WHEREAS, it appears to the Board of County Commissioners of the County that it will be advantageous to the County to issue not to exceed \$815,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, including Section 9-21-604, 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) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;
- (b) "County" shall mean Wilson County, Tennessee;
- (c) "Governing Body" shall mean the Board of County Commissioners of the County;
- (d) "Notes" shall mean the not to exceed \$815,000 General Obligation Capital Outlay Notes, Series 2015 of the County, to be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Mayor, pursuant to Section 8 hereof;

(e) "Projects" shall mean (i) constructing a County veterans' service office and a County veterans' museum, and the acquisition, installation and equipping of the foregoing; (ii) acquisition of all property, real and personal appurtenant to the foregoing; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and

(f) "Registration Agent" shall mean the County Trustee who shall serve as registration and paying agent or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. (a) The County has heretofore adopted its Debt Management Policy and hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The term of the Notes will not exceed the useful economic life of the Projects. Approximate debt service is attached hereto as Exhibit A, subject to change permitted by Section 8 hereof. The estimated interest expense and costs of issuance of the Notes are also attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Notes. (a) For the purpose of funding the Projects, reimbursing the County for funds previously expended for costs of the Projects, if any and paying the costs incident to the issuance and sale of the Notes, there are hereby authorized to be issued interest bearing capital outlay notes of the County, in certificated form, in an aggregate principal amount of not to exceed \$815,000. Subject to the adjustments permitted in Section 8 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes, Series 2015" and shall be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Mayor; and shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable Tennessee law, payable, subject to the adjustments permitted pursuant to Section 8 hereof, semi-annually on April 1 and October 1 until the Notes mature or are redeemed, commencing October 1, 2015. The Notes shall be issued initially in \$5,000 denominations or integral multiples of \$1,000 in excess thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 8 hereof, the Notes shall mature serially or be subject to mandatory redemption and be payable on April 1 of each year, in the years 2016 through 2018, in the approximate amounts as set forth on Exhibit A, but in no event shall the principal payable on the Notes annually be less than one-ninth of the original principal amount and the Notes shall not mature later than the end of the third fiscal year following the fiscal year in which the Notes are issued, provided, that, with the approval of the Director of State and Local Finance, the maturity of the Notes may be extended or renewed for not more than two (2) additional periods not exceeding three (3) years each and periodic retirement may not be required. No Notes shall be issued until receipt of approval of the Director of State and Local Finance.

(b) Subject to the adjustments permitted by Section 8 hereof, the Notes shall be subject to redemption prior to maturity at the option of the County, 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 Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes 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; provided, however, notwithstanding the foregoing, if the Notes are sold as a Term Note, as defined below, the Governing Body may designate the mandatory redemption payment to be redeemed.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements as determined by the County Mayor. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates in aggregate principal amounts equal to the maturity amounts determined by the County Mayor at a price of par plus accrued interest thereon to the date of redemption. The Term Notes 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 Notes 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 Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of a 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 Note 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 Notes 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 ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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 determined by the County Mayor) 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 Notes 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 affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

(e) The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes 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 Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

(f) The Notes 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 Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note 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 Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes 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. If requested by the Owner, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States and written notice of any such election is given to the Registration Agent prior to the record date.

(g) Any interest on any Note 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 Notes 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 Note 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 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes 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 Notes when due.

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(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 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in \$5,000 denominations, or integral multiples of \$1,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration

Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note 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 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note 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 Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

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

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

(k) In case any Note 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 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note 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 Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

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

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

Subject to the credit hereinafter provided, the County shall redeem Notes 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. The Notes 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 Notes to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Notes 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 Notes 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 Notes 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 Note 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 Notes 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 on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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 determined by the County Mayor) 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 Notes 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 affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.]

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes 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 Note 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 Note shall be overdue. Notes, 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 Notes 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 Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, [nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.]

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 Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Note is one of a total authorized issue aggregating \$815,000 and issued by the County for the purpose of providing funds to finance (i) constructing a County veterans' service office and a veterans' museum, and the acquisition, installation and equipping of the foregoing; (ii) acquisition of all property, real and personal appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Projects"); (iv) reimbursement for funds previously expended for the costs of the Projects, if any; and (v) the payment of costs incident to the issuance and sale of the Notes of the issue of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the twenty-sixth day of January, 2015.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, 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 Note is issued, reference is hereby made to said Resolution.

This Note 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 Note during the period the Note 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 Note 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.

IN WITNESS WHEREOF, Wilson County, Tennessee, has caused this Note to be signed by its County Mayor with his manual [facsimile] signature and attested by its County Clerk with his manual [facsimile] signature under an impression [facsimile] of the corporate seal of the County, all as of the day and date hereinabove set forth.

WILSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal office of:

Wilson County Trustee
Lebanon, Tennessee

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Wilson County Trustee
Registration Agent

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____), the within Note of Wilson County, Tennessee and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Note 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 Note in every

particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member 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 and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. 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 direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Notes.

Section 8. Sale of Notes. (a) The Notes shall be offered for public sale, pursuant to an informal or competitive bid process, or at negotiated sale, as permitted by law, as shall be determined by the County Mayor, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, if any, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with Stephens Inc., Nashville, Tennessee, the County's financial advisor (the "Financial Advisor").

(b) If the Notes are sold in more than one emission, the County Mayor is authorized to designate the series of each emission, to cause to be sold in each emission an aggregate principal amount of Notes less than that shown in Section 4 hereof for each emission, and to make corresponding adjustments to the maturity schedule of each emission, so long as the total aggregate principal amount of all emissions issued does not exceed the total aggregate principal amount of Notes authorized to be issued herein.

(c) The County Mayor is authorized (i) to change the dated date of the Notes to a date other than their date of issuance; (ii) to change the designation of the Notes to a designation other than "General Obligation Capital Outlay Notes, Series 2015"; (iii) to change the first interest payment date on the Notes to a date other than October 1, 2015 but not later than twelve (12) months from the dated date of the Notes; (iv) to adjust the interest payment frequency to a period other than semi-annually; (v) to adjust the principal and interest payment dates and maturity amounts of the Notes, provided that (A) the total principal amount of all emissions of the Notes does not exceed the total amount of Notes authorized herein, (B) the first maturity date of the Notes or any emission thereof is a date not earlier than April 1, 2016, (C) the final maturity date of each emission shall not exceed the end of the third fiscal year following the fiscal year in which the Notes are issued; and (D) such maturity schedule is approved by the Director of State and Local Finance, if required; (vi) to change the County's optional redemption provisions of the Notes, provided that, if the Notes are sold at not less than par, the redemption premium, if any, shall not exceed one percent (1%) of the par amount of the Notes called for redemption; (vii) to sell less than the authorized principal amount of Notes authorized herein; (viii) to sell the Notes, or any emission thereof, or any maturities thereof as Term Notes with mandatory redemption requirements

corresponding to the maturities determined by the County Mayor, as he shall deem most advantageous to the County; and (ix) to cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into an agreement with such insurance company with respect to the Notes to the extent not inconsistent with this Resolution.

(d) The County Mayor is authorized to sell the Notes, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Notes, or any emission thereof, as a single issue of notes with any other general obligation capital outlay notes with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County; provided, however, that the total aggregate principal amount of combined notes to be sold does not exceed the total aggregate principal amount of Notes authorized by this resolution or notes authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Notes, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, as determined by the County Mayor, provided the rate or rates on the Notes does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Notes or any series thereof, or to sell the Notes by negotiated sale pursuant to a note purchase agreement that complies with the terms of this Resolution. The sale of the Notes by the County Mayor shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(f) The County Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the original purchaser 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 Notes.

(g) The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Notes and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes in substantially the form attached hereto as Exhibit B.

(h) The Notes, nor any emission thereof, shall be issued until after the approval of the Director of State and Local Finance shall have been obtained as required by Sections 9-21-101 et seq., and 9-21-604, Tennessee Code Annotated.

Section 9. Disposition of Note Proceeds.

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

(b) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2015 General Obligation Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Note Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining monies in the Note Fund shall be

solely used by the County to pay costs of the Projects and, if applicable, to reimburse the County for any funds previously expended for Project costs. Moneys in the Note Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be retained in the Note Fund unless otherwise approved by the Governing Body. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the County for funds previously expended for Project costs, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

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

Section 10. Official Statement. The County Mayor, working with the Financial Advisor, is hereby authorized to provide for the preparation and distribution of a Preliminary Official Statement or Preliminary Offering Circular describing the Notes. After bids have been received and the Notes have been awarded, or the note purchase agreement has been executed, the County Mayor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement or Preliminary Offering Circular not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement or final Offering Circular for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor shall arrange for the delivery to the successful bidder or purchaser of the Notes of a reasonable number of copies of the Official Statement or Offering Circular within seven business days after the Notes have been awarded or sold for delivery by the successful bidder to each potential investor requesting a copy of the Official Statement or Offering Circular and to each person to whom such bidder and members of his bidding group initially sell the Notes.

The County Mayor and the County Clerk are authorized, on behalf of the County, to deem the Preliminary Official Statement or Preliminary Offering Circular and the Official Statement or Offering Circular 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 or Preliminary Offering Circular 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 or Preliminary Offering Circular and the Official Statement or Offering Circular 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 or Preliminary Offering Circular of such pricing and other information.

No Official Statement or Offering Circular need be prepared if the Notes are sold or expected to be sold to a purchaser that does not intend to reoffer the Notes to the public.

Section 11. Federal Tax Matters Related to the Notes. The County recognizes that the purchasers and holders of the Notes 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 Notes. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes 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 Notes 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 Notes 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 Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Notes, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Notes.

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

(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 Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;

(c) By delivering such Notes 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 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Notes 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 Notes 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 premium, if any, and interest on said Notes; 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 Notes 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 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 Notes. The County Mayor is authorized to execute at the Closing of the sale of the Notes, 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 Notes 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. 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 Notes. 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 15. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Mayor to designate the Notes as "qualified tax-exempt obligations", to the extent the Notes, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 16. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than nine (9) years.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes 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.

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.

Adopted and approved this twenty-sixth day of January, 2015.

County Mayor

County Clerk

RECOMMENDED FOR APPROVAL:
BUDGET COMMITTEE
January 15, 2015
4-0-1

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 January 26, 2015 of the governing body of the County; 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 General Obligation Capital Outlay Notes of said County.

WITNESS my official signature and seal of said County this ____ day of _____, 2015.

County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in a regular session on January 26, 2015, at 7:00 p.m., at the Wilson County Courthouse, Lebanon, Tennessee, with the Honorable Randall Hutto, County Mayor, presiding.

The following Commissioners were present:

The following Commissioners were absent:

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

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Estimated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
02/18/2015	-	-	-	-	-
10/01/2015	-	-	7,572.71	7,572.71	-
04/01/2016	270,000.00	1.500%	6,112.50	276,112.50	-
06/30/2016	-	-	-	-	283,685.21
10/01/2016	-	-	4,087.50	4,087.50	-
04/01/2017	270,000.00	1.500%	4,087.50	274,087.50	-
06/30/2017	-	-	-	-	278,175.00
10/01/2017	-	-	2,062.50	2,062.50	-
04/01/2018	275,000.00	1.500%	2,062.50	277,062.50	-
06/30/2018	-	-	-	-	279,125.00
Total	\$815,000.00	-	\$25,985.21	\$840,985.21	-

Estimated Detail Costs Of Issuance

Dated 02/18/2015 | Delivered 02/18/2015

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$2,000.00
Bond Counsel	\$4,500.00
POS Official Statement	\$2,943.00
Miscellaneous	\$850.00
TOTAL	\$10,293.00

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2015

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

**Re: Issuance of Approximately \$815,000 in Aggregate Principal Amount of
General Obligation Capital Outlay Notes.**

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 notes (the "Notes"). We understand that the Notes are being issued for the purpose of providing funds necessary to finance projects identified in a resolution authorizing the Notes adopted on January 26, 2015 (the "Resolution") and to pay costs of issuance of the Notes, as more fully set forth in the Resolution. We further understand that the Notes 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 Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes, 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 Notes, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Notes.
5. Draft those sections of the official statement, or other offering document, to be disseminated in connection with the sale of the Notes, describing the Bond Opinion, the terms of and security for the Notes, and the treatment of the Notes 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 Notes, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Notes, if any.

Our Bond Opinion will be addressed to the Issuer and the original purchaser of the Notes and will be delivered by us on the date the Notes 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 Notes. 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 Notes 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 Notes, 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 Notes.
- 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 Notes.

- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Notes or other outstanding debt of the Issuer or 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 Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes).
- 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 Notes. 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 Notes.

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 Notes. 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 Notes 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 Notes. 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 Notes; (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 \$4,500 for the Notes. Our fees may vary: (a) if the principal amount of Notes 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 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 Notes 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 \$4,500.

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

13891322.1

15-1-3

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE IN
REGARD TO WILSON COUNTY'S ACCOUNT WITH THE TENNESSEE CONSOLIDATED RETIREMENT
SYSTEM**

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby authorize any amounts paid into Wilson County's Tennessee Consolidated Retirement System account on behalf of the Joint Economic and Community Development Board be transferred to the said Board's TCRS account upon such account being created by the Tennessee Consolidated Retirement System.

SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE

January 15, 2015

4-0-1

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
APPROVING THE BOARD OF EDUCATION'S RESPONSE TO THE COMPTROLLER'S LETTER**

WHEREAS, the Wilson County School System has received a letter from Sandra Thompson of the State Comptroller's Office concerning the "Budget Adoption Rule" and fund balances for the General Purpose School Fund, School Federal Projects Fund and Extended School Program Fund; and

WHEREAS, Deputy Director of Schools Mickey Hall, under the direction of Director of Schools Dr. Donna Wright, has formulated a response letter explaining and providing a "Cash Analysis" for the General Purpose School Fund, as well as providing responses to the comments about the School Federal Projects Fund and the Extended School Program Fund; and

WHEREAS, the Wilson County Board of Education has recommended approval of this response, including all the attachments contained thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby approve the response letter of Deputy Director of Schools Mickey Hall to the State Comptroller's Office, as well as the supporting documentation attached thereto.

SPONSOR

RECOMMENDED FOR APPROVAL:

WILSON COUNTY BOARD OF EDUCATION
January 5, 2015
4-0-1

EDUCATION COMMITTEE
January 15, 2015
5-0-2

BUDGET COMMITTEE
January 15, 2015
4-0-1

WILSON COUNTY SCHOOLS
Mickey Hall
Deputy Director of Schools



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

Dear Ms. Thompson:

Thank you for your letter approving the Wilson County Tennessee 2015 Fiscal Year Budget. The items in your letter under considerations concerning the budget are addressed as follows.

Budget Adoption Rule

The Budget Committee always establishes a Budget Calendar that includes instructions for the department heads about the upcoming year. These instructions inform everyone that the Budget Committee will have a recommendation to the County Commission for the upcoming Budget by the fourth Monday of August for their approval. This date is established by the Budget Committee in order to give the County Finance Director and School System time to close the county's financial records, (typically 30 days), as of June 30th of each year. This date allows the Budget Committee and County Commission to work with an actual fund balance figure as they prepare the upcoming Budget instead of having to guess what fund balances they have to work with for the upcoming Budget year.

Fund Balances for the General Purpose School Fund, School Federal Projects Fund, and Extended School Program Fund

The School System has prepared their Fiscal Year 2015 General Purpose School Fund, School Federal Projects Fund, and Extended School Program Fund Budgets per state law and met all of the Tennessee Department of Education guidelines for fund balance and other department requirements. The School System has included copies of their Budget letters sent to the Board of Education and County Commission that informed, (see highlighted paragraphs in bold print), both groups that the School System has had to use more of its fund balance to balance the Budget for the upcoming years.

The School System prepared the Cash Flow Analysis as requested by your department. As you can tell, the fund balance does not have anything to do with the level of cash requirements needed for the proper operating requirements of these funds. The School System has never requested Tax Anticipation Notes since 1993; therefore, our analysis confirms that our cash flows are adequate at this time. Revenues are constantly monitored and any shortfalls will be dealt with by cutting expenses in order to ensure adequate cash balances, (as well as fund balances), are always maintained.

In addition, the School Federal Projects Fund will never have one month's operating expenditures in fund balance and comply with grant guidelines which require that funds be spent within a specific number of days, (typically three days of request for funds from the School System). The School System approved a rate increase of \$15 a week for the Extended School Program Fund, beginning March 1, 2015, to help offset the amount of funds that would have been necessary to use from the fund balance to balance this particular budget.

Sincerely,

Mickey Hall
Deputy Director of Wilson County Schools

Wilson County Board of Education

Mickey Hall, Deputy Director of Schools
351 Stumpy Lane
Lebanon, Tennessee 37090

Telephone: (615) 444-3282
Fax: (615) 449-3858

MEMO

TO: Dr. Donna Wright, Director of Schools
Board Members

FROM: Mickey Hall, Deputy Director of Schools

DATE: August 6, 2014

RE: Fiscal Year 2015 Budget - General Purpose School Fund

The General Purpose School Fund Budget for Fiscal Year 2015 is presented for your consideration.

Attached to the Budget are two documents, one on pink colored paper and one on blue colored paper. The pink colored sheet is the Reconciliation Sheet where the Budget for FY 2014 is reconciled to the FY 2015 Budget by itemizing all changes for the Board's information. The blue colored sheet is the copy of the School System's Needs Assessment to present to the County Commission.

The Budget includes growth in the property tax revenue line item based on information from the County Finance Director. We have projected a two percent increase in sales tax in FY 2015's Budget.

The State revenue adjustments made to the Budget for FY 2015 are as follows. We increased BEP based on the estimate letter from the State Department of Education. In FY 2015 we have gone ahead and projected our growth in our Budget because it was needed to balance our Budget for FY 2015.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$1,542,449 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2015 WITH A DEFICIT OF \$1,542,449 BETWEEN REVENUES AND EXPENDITURES.

The expenditure side of the Budget is adjusted with all items listed on the pink colored sheet but the major items to discuss are as follows.

The Deputy Director of Student Services' position has been abolished by the board. The Deputy Director of Academics is currently vacant but is included in the budget.

The Budget includes the new pay schedule (differentiated pay plan) for certified staff. The power point and FAQs, (questions from teachers and our answers to those questions) for this pay plan can be found under the Quick Links tab on our website but are included for your convenience.

The Budget includes 2 new Special Education teachers and 4 Special Education teacher assistants to meet federal mandates along with 10 new teaching positions due to growth in student population along with matching benefits.

The Budget includes expenses for opening the new Watertown Middle School. This includes the principal, assistant principal, secretary, bookkeeper, SIS, Registrar, Reading and Math Aides, and library aide.

The Budget includes 2 new maintenance staff and 2 new technology staff to meet the needs of both departments for the additional square feet and devices that have been added to the school system over the last three years.

The Budget includes money in line item 76100-799 to cover the cost of raising the bleachers at Lebanon High School, assisting with the facility at Mt. Juliet High School, and renovating the gym floor and restrooms at Lakeview.

The Budget includes an additional assistant principal at West Wilson Middle due to the size of the school, a new elementary coordinator to help the one Instructional Supervisor we have for all elementary grade staff, and a new HR Coordinator to help all administrators with teacher evaluations and tracking of those evaluations, a new secretary at Watertown Elementary, and a new nurse at Rutland to take care of case loads.

The Budget includes abolishing all custodial positions at Watertown Elementary and one vacant custodial position at Watertown High School. The custodial operations would be turned over to GCA for Watertown Elementary, Watertown Middle, and Watertown High School with two custodial positions at Watertown High School remaining on the school system's payroll and benefits. These two positions' salaries and benefits will be deducted from the monthly invoice of GCA.

The Needs Assessment is presented as a starting point for the board's consideration. It can be amended as necessary.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$4,542,449 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2015 WITH A DEFICIT OF \$4,542,449 BETWEEN REVENUES AND EXPENDITURES.

The note above in **bold** is presented twice to place significant emphasis to the Director of Schools, Board of Education, and County Commission that this Budget is funded with a lot of one-time monies for recurring expenses.

If you have any questions or see adjustments that need to be made to the Budget or Needs Assessment List, please give me a call.

Enclosures:
General Purpose School Fund Budget FY 2015
Reconciliation Sheet - Pink Sheet
Needs Assessment - Blue Sheet

Wilson County Board of Education

Mickey Hall, Deputy Director of Schools
351 Stumpy Lane
Lebanon, Tennessee 37090

Telephone: (615) 444-3282
Fax: (615) 449-3858

MEMO 2013-54

TO: Dr. Timothy R. Setterlund, Director of Schools
Board Members

FROM: Mickey Hall, Deputy Director of Schools

DATE: August 6, 2013

RE: Fiscal Year 2014 Budget -- General Purpose School Fund

The General Purpose School Fund Budget for Fiscal Year 2014 has been adjusted per your approval at last night's board meeting.

Attached to the Budget are two documents, one on pink colored paper and one on blue colored paper. The pink colored sheet is the Reconciliation Sheet where the Budget for FY 2013 is reconciled to the FY 2014 Budget by itemizing all changes for the Board's information. The blue colored sheet is the copy of the School System's Needs Assessment to present to the County Commission.

The \$636,000 of increase in local revenue is in growth on the property tax (40110 - \$416,000) and in Trustee Collections -- Prior Year (40120 - \$220,000).

We have projected a four percent increase in sales tax in FY 2014's Budget. The State revenue adjustments made to the Budget for FY 2014 are as follows. We increased BEP based on the estimate letter from the State Department of Education. Last Fiscal Year we waited until June 2013 to adjust our Budget for the growth from the state. In FY 2014 we have gone ahead and projected our growth in our Budget because it was needed to balance our Budget for FY 2014.

There is a one-time revenue line item (46590 - Technology Infrastructure) in the amount of \$845,000 included in our FY 2014 Budget and the funds are coming from the State to help school districts improve their technology infrastructure needs as we prepare for new technology trends in education and requirements from the State. This revenue stream is offset by 72210-399 (Technology Infrastructure) on the expenditure side. A Technology Plan was approved at the July 8, 2013 board meeting and has already been submitted to the state for their approval.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$3,480,051 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2015 WITH A DEFICIT OF \$3,480,051.

The expenditure side of the Budget is adjusted with all items listed on the pink colored sheet but the major items to discuss are as follows.

The Budget includes a 1.5% raise for all employees except substitute teachers and crossing guards.

The Budget includes 5 new Special Education teachers and 5 Special Education teacher assistants to meet federal mandates along with 10 new teaching positions due to growth in student population along with matching benefits.

The Budget includes expenses for opening the new additions at West and West Wilson Middle to include utilities and cleaning services for the additional square feet. The Budget includes new personnel, utilities, and cleaning services for the new Rutland Pre K-2 facility that will open during fall break. The Budget includes the initial clean-up of the new Watertown High School along with utility costs. Also included in the Budget is the additional insurance premium increase for the new schools and additions.

The Budget has been adjusted by deleting the expenses for the minimum plan adopted by the board from our Master Technology Plan.

The Budget includes money in line item 76100-799 to cover the cost of creating a new traffic plan at Lebanon High School. The costs include reworking the drive in the back of the school and restriping the entire campus as the traffic plan will be completely reversed. This plan should help eliminate some of the concerns with traffic at the school. Everyone has to understand that we cannot completely eliminate traffic issues during peak times but we can try to minimize them. Also, included in this line item is an emergency situation at Watertown Elementary for a sewer pump station that needs replacing. We are down to one pump and if it goes out we would have to close the school.

The Budget has been adjusted by eliminating \$525,000 in textbooks, \$100,000 in maintenance supplies, \$50,000 in technology supplies, elimination of in-service money (\$84,250), and elimination of a part time contract (\$30,066).

The in-service money mentioned in the preceding paragraph has been moved to Title II in the School Federal Projects Fund Budget. To make this work in Title II we will have to abolish three part time contracts.

The Needs Assessment has been adjusted to include the items that have been adjusted out of the budget.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$3,480,051 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2015 WITH A DEFICIT OF \$3,480,051.

The note above in **bold** is presented twice to place significant emphasis to the Director of Schools, Board of Education, and County Commission that this Budget is funded with a lot of one-time monies for recurring expenses.

If you have any questions or see adjustments that need to be made to the Budget or Needs Assessment List, please give me a call.

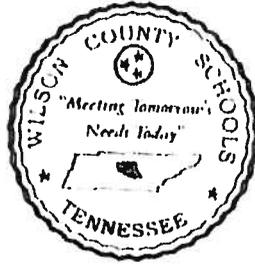
Enclosures:

General Purpose School Fund Budget FY 2014

Reconciliation Sheet - Pink Sheet

Needs Assessment - Blue Sheet

WILSON COUNTY SCHOOLS
Mickey Hall
DEPUTY DIRECTOR OF SCHOOLS



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

July 6, 2012

TO: School Board Members and Director of Schools

FROM: *MH* Mickey Hall, Deputy Director of Schools

The General Purpose School Fund Budget for Fiscal Year 2013 is enclosed for the Board's consideration and approval. Attached to the Budget are two documents, the Reconciliation Sheet where the Budget for FY 2013 is reconciled to the FY 2012 Budget by itemizing all changes for the Board's information and the School System's Needs Assessment to present to the County Commission that has been adjusted from the Budget Work Session discussions.

Please read the following statement carefully as it is critical to bring to everyone's attention for the FY 2014 Budget process.

NOTE THAT THE GPS FUND FY 2013 BUDGET IS FUNDED WITH \$4,204,401 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THE SCHOOL BOARD AND COUNTY COMMISSION WILL BE STARTING THE BUDGET PROCESS FOR FY 2014 WITH A DEFICIT OF \$4,204,401. THIS DEFICIT HAS GROWN FROM \$2,939,559 IN FY 2013 TO \$4,204,401 IN FY 2014 WHICH IS AN INCREASE OF \$1,264,843.

The note above in **BOLD** is presented to place significant emphasis to the Director of Schools, Board of Education, and County Commission that this Budget is funded using Fund Balance for recurring expenses.

The expenditure side of the Budget is adjusted with all items listed on the Reconciliation Sheet but the major items to discuss are as follows.

- The Budget includes the state raise (2.5%) for teachers, 2.5% for support staff and step increases for all employees along with matching benefits.
- The Budget includes 10 new teaching positions due to growth in student population along with matching benefits.
- The Budget includes retaining 28 reading and math coaches (teacher assistants) that were previously paid through ARRA funds.
- The budget includes additional expenses for opening the new Lebanon High School building.

The Board will need to make two motions if you are ready to vote on the Budget at this Board meeting. The first motion will be to adopt the FY 2013 Budget and send it on to the County Commission. The second motion will be to adopt the FY 2013 Needs Assessment List and send it on to the County Commission.

If you have any questions or see adjustments that need to be made to the Budget or Needs Assessment List, please give me a call.

"Creating an excitement for learning"

Wilson County Board of Education

Mickey Hall, Deputy Director of Schools
351 Stumpy Lane
Lebanon, Tennessee 37090

Telephone: (615) 444-3282

Fax: (615) 449-3858

MEMO 2011-51

TO: Board Members
James M. (Mike) Davis, Director of Schools

FROM: Mickey Hall, Deputy Director of Schools

DATE: May 31, 2011

RE: General Purpose School Fund #141 Budget

The General Purpose School Fund Budget for Fiscal Year 2011-2012 is attached for the Board's consideration and approval.

Attached to the Budget are two documents, one on pink colored paper and one on yellow colored paper. The pink sheet is the Reconciliation Sheet where the Budget for FY 2012 is reconciled to the FY 2011 Budget by itemizing all changes for the Board's information. The yellow sheet is the copy of the School System's Needs Assessment to present to the County Commission that has been adjusted from the Budget Work Session discussions.

The local revenue adjustments made to balance the Budget for Fiscal Year 2012 are as follows. The GPS Budget includes growth (\$450,000) in the local property tax (based on figures from the County Finance Office) but no tax increase because it is needed to balance the Budget and to meet the state's Maintenance of Effort test. If actual collections come in more than we have projected in excess of \$193,185 then additional local revenue will have to be added to the GPS Budget to meet the Maintenance of Effort test. In addition other local taxes collected by the Trustee have been increased \$160,000 along with a 3% sales tax increase (\$252,000). We have to be cautious about the sales tax projection because the increase we have experienced over the last year will likely change when Opry Mills reopens in the upcoming fiscal year.

The state revenue adjustments made to the Budget for FY 2012 are as follows. We only experienced \$693,000 in normal growth of the BEP formula. This is an important note as the state raise for teachers cost Wilson County \$950,000. Last Fiscal Year we waited until December to adjust our Budget for the growth from the state that helped fund pay raises for all employees of the School System. In FY 2012 we have gone ahead and projected our growth in the Budget because it was needed to balance our Budget for FY 2012. We will also experience \$238,390 in state revenue reductions in FY 2012. These reductions have to be offset in FY 2012 as they were absorbed in the calculation of the pay raises that were granted by the Board and County Commission in FY 2011.

There is a one-time revenue line item (44170) in the amount of \$1,237,000 included in our FY 2012 budget. This revenue is from the high school bonds where the County Commission agreed to refund the Board the amount of money the Board used to front the money for architectural fees in the planning and approval process of the new Lebanon High School Building Project. Please read the statement in the next paragraph as it is critical to bring to everyone's attention for the FY 2013 Budget process.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$1,237,000 IN ONE-TIME REVENUE ALONG WITH \$1,862,558 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2013 WITH A DEFICIT OF \$3,099,558.

The expenditure side of the budget is adjusted with all items listed on the pink colored sheet but the major items to discuss are as follows.

The Budget includes the state raise (1.6%) for teachers and step increases for all employees along with matching benefits. Included in the matching benefits is an increase of approximately \$15,000 due to an increase in our unemployment premiums charged by our Unemployment Trust Fund.

The Budget includes five new Special Education teachers and 8 teacher assistants for Special Education along with 25 new teaching positions due to growth in student population and federal mandates along with matching benefits.

The Budget includes retaining 2 certified and 3 support positions for Special Education that were previously paid for through ARRA funds. They are being retained due to the mandates of IEPs and caseloads for the Special Education Department.

The Budget includes \$454,873 in new dollars to meet the cost of new math books that have been adopted for FY 2012. The new books are required to meet the state adoption cycle plus meet the new math standards that have been adopted by the State of Tennessee.

The Budget has been adjusted in line items 82130-601 and 82230-603 to actual amounts due to debt service since the Budget work session after verifying payments listed on the debt schedule for the Energy Bonds (\$10,200,000). Also, line item 76100-799 has been eliminated with the balance of funds going to fund balance. This line item was set up with \$300,000 to go towards a new bus shop. After the Budget work session it appeared that the Board was not interested in a new shop if it was going to cost the Board additional money; therefore, this was eliminated out of this draft of the Budget. If you want to put this amount of money back in the Budget I will adjust it after the Board meeting. These changes also adjusted the pink sheet as items were corrected to reflect the differences noted in this paragraph since the Budget work session.

NOTE THAT THE GENERAL PURPOSE SCHOOL FUND BUDGET IS FUNDED WITH \$1,237,000 IN ONE-TIME REVENUE ALONG WITH \$1,862,558 OF FUND BALANCE TO FUND RECURRING EXPENSES. THIS MEANS THAT THE SCHOOL BOARD AND THE COUNTY COMMISSION ARE STARTING THE BUDGET PROCESS FOR FY 2013 WITH A DEFICIT OF \$3,099,558.

The note in bold is presented twice to place significant emphasis to the Director of Schools, Board of Education, and County Commission that this Budget is funded with a lot of one-time monies for recurring expenses. To add to the note we experience on average around \$1,500,000 to \$1,600,000 in step increases each fiscal year. This makes the beginning deficit in the General Purpose School Fund around \$4,600,000 going into the FY 2013 Budget process. Also, we will be opening a new Lebanon High School as well as a possible middle school in the old Lebanon High School building in FY 2013 which adds to the need for additional local revenue for the FY 2013 Budget process.

The Board will need to make two motions if you are ready to vote on the Budget at this Board meeting. The first motion will be to adopt the FY 2012 Budget and send it on to the County Commission. The second motion will be to adopt the FY 2012 Needs Assessment List and send it on to the County Commission.

If you have any questions or see adjustments that need to be made to the Budget or Needs Assessment List, please give me a call.

Wilson County TN - General Purpose School Fund
MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ACTUAL
Fiscal Year 2014

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June	Total
Enterprise Fund													
Cash Receipts	\$1,247,155.25	\$8,330,024.08	\$19,598,277.09	\$15,292,359.66	\$10,631,563.93	\$18,146,966.55	\$13,290,526.87	\$17,954,292.31	\$17,644,240.26	\$7,545,157.39	\$1,540,667.66	\$8,934,673.97	\$140,155,705.02
Loan Proceeds													
Total Cash Inflows	\$1,247,155.25	\$8,330,024.08	\$19,598,277.09	\$15,292,359.66	\$10,631,563.93	\$18,146,966.55	\$13,290,526.87	\$17,954,292.31	\$17,644,240.26	\$7,545,157.39	\$1,540,667.66	\$8,934,673.97	\$140,155,705.02
Beg Cash Bal	\$18,604,909.41	\$10,634,698.18	\$9,346,626.00	\$7,874,297.44	\$6,971,534.44	\$9,356,212.69	\$17,451,287.39	\$20,155,193.83	\$29,602,887.03	\$32,501,287.22	\$31,126,584.72	\$22,846,956.23	\$18,604,909.41
Available Cash	\$19,852,064.66	\$18,964,722.26	\$28,944,903.09	\$23,166,657.10	\$17,602,998.37	\$27,483,179.24	\$30,741,814.26	\$38,109,486.14	\$47,246,827.29	\$40,046,444.61	\$32,667,252.38	\$31,781,630.20	\$158,760,614.43
Cash Payments	\$9,217,366.48	\$9,618,096.26	\$21,070,605.65	\$16,195,122.66	\$8,266,685.68	\$10,031,891.85	\$10,586,620.43	\$8,506,899.11	\$14,745,540.07	\$8,919,859.89	\$9,820,296.15	\$10,398,184.72	\$137,377,168.95
Transfers Out (Pilot, etc)													
Total Cash Outflows	\$9,217,366.48	\$9,618,096.26	\$21,070,605.65	\$16,195,122.66	\$8,266,685.68	\$10,031,891.85	\$10,586,620.43	\$8,506,899.11	\$14,745,540.07	\$8,919,859.89	\$9,820,296.15	\$10,398,184.72	\$137,377,168.95
End Bal	\$10,634,698.18	\$9,346,626.00	\$7,874,297.44	\$6,971,534.44	\$9,356,212.69	\$17,451,287.39	\$20,155,193.83	\$29,602,887.03	\$32,501,287.22	\$31,126,584.72	\$22,846,956.23	\$21,383,445.48	\$17,766,445.48

Wilson County TN - General Purpose School Fund
MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ESTIMATED
Fiscal Year 2015

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June	Total
Enterprise Fund													
Cash Receipts	\$1,250,000.00	\$8,431,000.00	\$19,700,000.00	\$15,400,000.00	\$10,732,000.00	\$18,250,000.00	\$13,400,000.00	\$18,050,000.00	\$17,750,000.00	\$7,645,000.00	\$1,650,000.00	\$9,035,000.00	\$141,293,000.00
Loan Proceeds													
Total Cash Inflows	\$1,250,000.00	\$8,431,000.00	\$19,700,000.00	\$15,400,000.00	\$10,732,000.00	\$18,250,000.00	\$13,400,000.00	\$18,050,000.00	\$17,750,000.00	\$7,645,000.00	\$1,650,000.00	\$9,035,000.00	\$141,293,000.00
Beg Cash Bal	\$21,383,445.48	\$13,283,445.48	\$11,514,445.48	\$9,614,445.48	\$8,264,445.48	\$10,146,445.48	\$17,746,445.48	\$19,996,445.48	\$28,946,445.48	\$31,346,445.48	\$29,431,445.48	\$20,681,445.48	\$21,383,445.48
Available Cash	\$22,633,445.48	\$21,714,445.48	\$31,214,445.48	\$25,014,445.48	\$18,996,445.48	\$28,396,445.48	\$31,146,445.48	\$38,046,445.48	\$46,696,445.48	\$38,991,445.48	\$31,081,445.48	\$29,716,445.48	\$162,676,445.48
Cash Payments	\$9,350,000.00	\$10,200,000.00	\$21,600,000.00	\$16,750,000.00	\$8,850,000.00	\$10,650,000.00	\$11,150,000.00	\$9,100,000.00	\$15,350,000.00	\$9,560,000.00	\$10,400,000.00	\$11,950,000.00	\$144,910,000.00
Transfers Out (Pilot, etc)													
Total Cash Outflows	\$9,350,000.00	\$10,200,000.00	\$21,600,000.00	\$16,750,000.00	\$8,850,000.00	\$10,650,000.00	\$11,150,000.00	\$9,100,000.00	\$15,350,000.00	\$9,560,000.00	\$10,400,000.00	\$11,950,000.00	\$144,910,000.00
End Bal	\$13,283,445.48	\$11,514,445.48	\$9,614,445.48	\$8,264,445.48	\$10,146,445.48	\$17,746,445.48	\$19,996,445.48	\$28,946,445.48	\$31,346,445.48	\$29,431,445.48	\$20,681,445.48	\$17,766,445.48	\$17,766,445.48

Fiscal year 2016 we do not have a budget yet!

Wilson County TN - School Federal Projects Fund
 MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ACTUAL
 Fiscal Year 2014

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June	Total
Enterprise Fund													
Cash Receipts	\$242,935.95	\$345,565.15	\$187,263.00	\$1,033,732.51	\$442,370.94	\$391,888.32	\$319,691.65	\$364,593.62	\$324,595.39	\$312,618.78	\$325,161.81	\$828,680.27	\$5,118,657.39
Loan Proceeds													\$0.00
Total Cash Inflows	\$242,935.95	\$345,565.15	\$187,263.00	\$1,033,732.51	\$442,370.94	\$391,888.32	\$319,691.65	\$364,593.62	\$324,595.39	\$312,618.78	\$325,161.81	\$828,680.27	\$5,118,657.39
Begin Cash Bal	\$132,669.93	\$95,277.78	\$151,329.14	\$41,260.24	\$681,598.92	\$761,917.95	\$842,357.91	\$667,175.14	\$733,815.20	\$804,002.45	\$797,832.45	\$787,046.11	\$132,669.93
Available Cash	\$275,165.88	\$440,842.93	\$338,592.14	\$1,074,992.75	\$1,123,969.86	\$1,153,806.27	\$1,162,049.56	\$1,031,788.76	\$1,058,410.59	\$1,116,621.23	\$1,122,994.26	\$1,615,726.38	\$5,251,327.32
Cash Payments	\$279,888.10	\$289,513.79	\$297,331.90	\$393,393.83	\$362,051.91	\$311,448.36	\$494,874.42	\$297,953.56	\$254,408.14	\$318,788.78	\$335,948.15	\$1,329,431.67	\$4,965,032.61
Transfers Out (PILOT, etc)													\$0.00
Total Cash Outflows	\$279,888.10	\$289,513.79	\$297,331.90	\$393,393.83	\$362,051.91	\$311,448.36	\$494,874.42	\$297,953.56	\$254,408.14	\$318,788.78	\$335,948.15	\$1,329,431.67	\$4,965,032.61
End Bal	\$95,277.78	\$151,329.14	\$41,260.24	\$681,598.92	\$761,917.95	\$842,357.91	\$667,175.14	\$733,815.20	\$804,002.45	\$797,832.45	\$787,046.11	\$286,294.71	\$286,294.71

Wilson County TN - School Federal Projects Fund
 MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ESTIMATED
 Fiscal Year 2015

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June	Total
Enterprise Fund													
Cash Receipts	\$277,660.95	\$380,730.15	\$222,428.00	\$1,068,897.51	\$477,535.94	\$427,053.32	\$354,856.65	\$399,758.62	\$359,760.39	\$347,783.78	\$360,326.81	\$863,845.27	\$5,540,637.39
Loan Proceeds													\$0.00
Total Cash Inflows	\$277,660.95	\$380,730.15	\$222,428.00	\$1,068,897.51	\$477,535.94	\$427,053.32	\$354,856.65	\$399,758.62	\$359,760.39	\$347,783.78	\$360,326.81	\$863,845.27	\$5,540,637.39
Begin Cash Bal	\$286,294.71	\$233,902.56	\$274,953.92	\$149,885.02	\$775,223.70	\$440,542.73	\$905,982.69	\$715,799.92	\$767,439.98	\$822,627.23	\$801,457.23	\$875,670.89	\$286,294.71
Available Cash	\$563,955.66	\$614,632.71	\$497,381.92	\$1,218,782.53	\$1,252,759.64	\$1,267,596.05	\$1,260,839.34	\$1,115,558.54	\$1,127,200.37	\$1,170,411.01	\$1,161,784.04	\$1,639,516.16	\$5,826,932.10
Cash Payments	\$330,053.10	\$339,678.79	\$347,496.90	\$443,558.83	\$412,216.91	\$361,613.36	\$545,039.42	\$348,118.56	\$304,573.14	\$368,953.78	\$386,113.15	\$1,379,596.67	\$5,567,012.61
Transfers Out (PILOT, etc)													\$0.00
Total Cash Outflows	\$330,053.10	\$339,678.79	\$347,496.90	\$443,558.83	\$412,216.91	\$361,613.36	\$545,039.42	\$348,118.56	\$304,573.14	\$368,953.78	\$386,113.15	\$1,379,596.67	\$5,567,012.61
End Bal	\$233,902.56	\$274,953.92	\$149,885.02	\$775,223.70	\$840,542.73	\$905,982.69	\$715,799.92	\$767,439.98	\$822,627.23	\$801,457.23	\$775,670.89	\$259,919.49	\$259,919.49

Fiscal year 2016 we do not have a budget yet

Wilson County TN - Extended School Program Fund
 MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ACTUAL

	Fiscal Year 2014												Total		
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June			
Enterprise Fund															
Cash Receipts	\$138,718.00	\$298,962.20	\$237,886.60	\$220,906.10	\$235,280.00	\$275,806.21	\$281,237.90	\$248,460.00	\$220,044.30	\$289,009.96	\$218,726.70	\$254,470.50	\$2,919,458.47		
Loan Proceeds													\$0.00		
Total Cash Inflows	\$138,718.00	\$298,962.20	\$237,886.60	\$220,906.10	\$235,280.00	\$275,806.21	\$281,237.90	\$248,460.00	\$220,044.30	\$289,009.96	\$218,726.70	\$254,470.50	\$2,919,458.47		
Beg Cash Bal	\$923,744.87	\$634,498.92	\$748,636.43	\$824,945.72	\$874,472.64	\$941,007.29	\$960,814.20	\$1,012,734.85	\$1,082,281.13	\$1,167,452.55	\$1,280,230.98	\$1,345,445.26	\$923,744.87		
Available Cash	\$1,062,462.87	\$933,461.12	\$986,473.03	\$1,045,851.82	\$1,109,752.64	\$1,216,813.50	\$1,242,052.10	\$1,261,194.85	\$1,328,325.43	\$1,456,462.51	\$1,498,957.68	\$1,599,915.76	\$3,843,203.34		
Cash Payments	\$427,963.95	\$184,824.69	\$161,527.31	\$171,379.18	\$168,745.35	\$255,999.30	\$229,317.25	\$152,913.72	\$160,872.88	\$176,231.53	\$153,512.42	\$997,797.08	\$3,241,084.66		
Transfers Out (PILOT etc)													\$0.00		
Total Cash Outflows	\$427,963.95	\$184,824.69	\$161,527.31	\$171,379.18	\$168,745.35	\$255,999.30	\$229,317.25	\$152,913.72	\$160,872.88	\$176,231.53	\$153,512.42	\$997,797.08	\$3,241,084.66		
End Bal	\$634,498.92	\$748,636.43	\$824,945.72	\$874,472.64	\$941,007.29	\$960,814.20	\$1,012,734.85	\$1,082,281.13	\$1,167,452.55	\$1,280,230.98	\$1,345,445.26	\$602,118.68	\$602,118.68		

Wilson County TN - Extended School Program Fund
 MONTHLY STATEMENT OF CASH FLOW ANALYSIS - ESTIMATED

	Fiscal Year 2015												Total	
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	June		
Enterprise Fund														
Cash Receipts	\$134,264.25	\$276,625.50	\$291,821.50	\$195,000.00	\$250,545.30	\$275,850.00	\$281,250.00	\$248,500.00	\$253,050.95	\$332,361.45	\$251,535.71	\$292,641.08	\$3,083,445.73	
Loan Proceeds													\$0.00	
Total Cash Inflows	\$134,264.25	\$276,625.50	\$291,821.50	\$195,000.00	\$250,545.30	\$275,850.00	\$281,250.00	\$248,500.00	\$253,050.95	\$332,361.45	\$251,535.71	\$292,641.08	\$3,083,445.73	
Beg Cash Bal	\$602,118.68	\$579,628.46	\$662,667.81	\$784,814.84	\$798,406.28	\$853,546.92	\$850,397.62	\$879,330.37	\$951,916.65	\$1,021,094.72	\$1,154,224.64	\$1,229,247.92	\$602,118.68	
Available Cash	\$736,382.93	\$856,253.96	\$954,489.31	\$979,814.84	\$1,048,951.58	\$1,129,396.92	\$1,131,647.62	\$1,127,830.37	\$1,204,967.60	\$1,353,456.17	\$1,405,760.34	\$1,521,889.00	\$3,685,564.41	
Cash Payments	\$156,754.47	\$193,586.15	\$169,674.47	\$181,408.56	\$195,404.66	\$278,999.30	\$252,317.25	\$175,913.72	\$183,872.88	\$199,231.53	\$176,512.42	\$990,797.08	\$3,154,472.49	
Transfers Out (PILOT etc)													\$0.00	
Total Cash Outflows	\$156,754.47	\$193,586.15	\$169,674.47	\$181,408.56	\$195,404.66	\$278,999.30	\$252,317.25	\$175,913.72	\$183,872.88	\$199,231.53	\$176,512.42	\$990,797.08	\$3,154,472.49	
End Bal	\$579,628.46	\$662,667.81	\$784,814.84	\$798,406.28	\$853,546.92	\$850,397.62	\$879,330.37	\$951,916.65	\$1,021,094.72	\$1,154,224.64	\$1,229,247.92	\$531,091.92	\$531,091.92	

The board of education approved a rate increase for this fund starting March 1, 2015.

Fiscal year 2016 we do not have a budget yet.
 Revenue for 2016 will be 15% more for the fiscal year
 due to rate increase adopted on March 1, 2015

15-1-5

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
CREATING A 3rd AUXILIARY JUDICIAL COMMISSIONER POSITION**

WHEREAS, Wilson County currently has seven (7) full time Judicial Commissioner positions and two (2) part time (auxiliary) Judicial Commissioners, the Commission having previously approved making one of the part time Judicial Commissioner positions a full time, bringing us to the current totals; and

WHEREAS, as the population of Wilson County and its three municipalities continues to increase, with a corresponding increase in criminal warrants, search warrants, criminal summons, etc., the workload on the Judicial Commissioners has exceeded the ability to manage the workload with the existing positions; and

WHEREAS, the creation of an additional auxiliary, or part time, Judicial Commissioner position would allow scheduling to alleviate demand and delays during peak times; as auxiliary Judicial Commissioners are limited in the number of hours they can work each month, both by resolution of this Commission and by various other factors; and

WHEREAS, as the creation of this additional auxiliary, or part time, Judicial Commissioner position would help in scheduling and coverage for Wilson County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that a 3rd auxiliary, or part time, Judicial Commissioner position be created to be effective upon the adoption of this resolution, with funding already being contained in the current 2014-2015 county budget.

BE IT FURTHER RESOLVED that this position be a four (4) year term, to be elected by the County Commission after the adoption of this resolution, in the manner in which other Judicial Commissioners are elected.

SPONSOR

RECOMMENDED FOR APPROVAL:

JUDICIAL COMMITTEE
December 15, 2014
4-0-1

15-1-6

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,
TENNESSEE TO AMEND THE BUDGET AND APPROPRIATION RESOLUTION FOR THE
2014-2015 FISCAL YEAR TO MAKE LINE ITEM TRANSFERS IN PROBATION SERVICES**

BE IT RESOLVED by the Board of County Commissioners of Wilson County,
Tennessee that the budget and appropriation resolution for fiscal year 2014-2015 be,
and the same is hereby amended, to make line item transfers in Probation Services, all
as shown on the attached budget amendment request form.

SPONSOR

RECOMMENDED FOR APPROVAL:

JUDICIAL COMMITTEE
December 30, 2014
3-0-2

BUDGET COMMITTEE
January 15, 2015
4-0-1

BUDGET AMENDMENT REQUEST FORM

Department: Probation Services

Fund Name: General
Fund Number: 101

Judicial: 12-30-14
Budget Committee: 1-15-15

Account Number (include Object Code)	Account Description	Debit	Credit
101-53910-169	Part-time personnel	\$ 13,884.00	
101-53910-111	Probation Officers		\$ 4,000.00
101-53910-205	Employee & Dependant Insurance		\$ 9,884.00
TOTAL		\$ 13,884.00	\$ 13,884.00

EXPLANATION FOR CHANGE: Transfer funds within budget to establish a third full-time position. Will not increase budget.

15-1-7

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
TO AMEND THE BUDGET AND APPROPRIATION RESOLUTION FOR THE 2014-2015 FISCAL YEAR
TO MAKE AN ADDITIONAL APPROPRIATION INTO TOURISM AND TO AMEND THE BUDGET
AND APPROPRIATION RESOLUTION FOR THE 2014-2015 FISCAL YEAR TO MAKE LINE ITEM
TRANSFERS IN TOURISM**

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the budget and appropriation resolution for fiscal year 2014-2015 be, and the same is hereby amended, to make an additional appropriation to Tourism and further amended by making line item transfers in Tourism, all as shown on the attached budget amendment request form.

SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE (subject to the approval of the Development and Tourism Committee)
January 15, 2015
4-0-1

BUDGET AMENDMENT REQUEST FORM

Department: Tourism

Fund Name: General
Fund Number: 101

Tourism Committee: 1-20-15
Budget Committee: 1-15-15

Account Number (include Object Code)	Account Description	Debit	Credit
101-39000	Fund Balance	\$ 24,000.00	
101-58110-302	Advertising		\$ 24,000.00
101-58110-320	Dues/ Memberships	\$ 4,000.00	
101-58110-355	Travel		\$ 4,000.00
TOTAL		\$ 28,000.00	\$ 28,000.00

EXPLANATION FOR CHANGE: Request to transfer within budget and fund balance to increase advertising and travel for visitors guide, website and various marketing opportunities with the state..

*Employee and Dependent Insurance are not required as employee is covered under her spouse's insurance. Approximately \$10,000.00 in savings and this amount will cover a part-time employee until July of 2015.

*Advertising: The CVB received a grant of \$4,500.00 from Tennessee Tourism and \$500.00 from GNRC total \$5,000.00 matching to use in website design. Need an additional \$20,000.00 in advertising until July 1, 2015. To date I have spent \$7,808.38. With an increase in the budget of \$20,000.00, added to the \$1,526.00 left, add that to the \$5,000.00 that will come from the matching grants in June and this will be a total of \$26,526.00 for advertising. The staff will be working on the Wilson County Visitors Guide, we will sell ads and print local with a goal to net \$2,500.00. We also hope to sell ads on the web site. That money will transfer back into the advertising budget. The ad funds from the Visitors Guide and web site would be an increase in income for the advertising budget for 2015-16.

*I respectfully request an additional \$4,000.00 in the travel budget. We are being invited to participate in various marketing opportunities with the state which will require some limited travel and participating in trade shows.

*Tourism has a line item of \$1,100.00 in postal charges. We have a postage machine that does not work properly. I would like to see if another department can use this equipment. My plans are to use email for communicating, so my postal charges will likely be under budget.

*I would like to decrease the Dues/Memberships by \$4,000.00 for the rest of 2015 and put these funds in the advertising budget.

15-1-8

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,
TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY CLERK AND
MASTER BARBARA WEBB**

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County Clerk and Master, and Commissioner and Receiver, Barbara Webb has filed her bonds pursuant to statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on January 26, 2015 that the bonds of Wilson County Clerk and Master Barbara Webb be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR



SURETY'S BOND NO. LSM0700028

STATE OF TENNESSEE
COUNTY OF Wilson

OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS

OFFICE OF Clerk and Master

KNOW ALL MEN BY THESE PRESENTS:

That Barbara Webb of Lebanon (City or Town),
County of Wilson Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of One Hundred Thousand and 00/100 Dollars
(\$ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Clerk and Master
of and for Wilson
County for the 6 year term beginning on the 16th day of January, 2015, and ending on the 16th day of
January, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Barbara Webb, Principal, shall:

1. Faithfully perform the duties of the office of Clerk and Master
of Wilson County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands
during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in
such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the
successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain
in full force and effect.

WITNESS our hands and seals this 26th day of November, 2014.

WITNESS-ATTEST:

[Signature]

PRINCIPAL:

Barbara Webb
Barbara Webb



SURETY:

RLI Insurance Company
by: Cynthia Hunter
Attorney In Fact
Cynthia Hunter

COUNTERSIGNED BY:

Tennessee Resident Agent

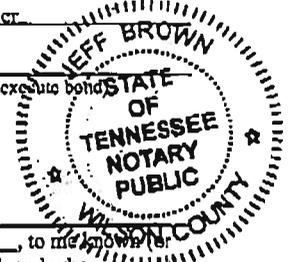
(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF WILSON

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barbara Webb,
to me known (or
proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual' free act and deed.
Witness my hand and seal this 16 day of December, 2014
My Commission Expires: Feb 3, 2015

[Signature]
Notary Public



SURETY'S BOND NO. LSM0700027

STATE BOND FORM CR-COB-7(82)

STATE OF TENNESSEE
COUNTY OF Wilson
COMMISSIONER AND RECEIVER BOND FOR CLERKS
COUNTY PUBLIC OFFICIALS

OFFICE OF Commissioner and Receiver

KNOW ALL MEN BY THESE PRESENTS:

That Barbara Webb of Lebanon (City or Town), County of Wilson Tennessee as Principal, and RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE for the use and benefit of the State of Tennessee and Wilson County, Tennessee as their respective interests may appear, in the full amount of One Hundred Thousand and 00/100 Dollars (\$ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents

WHEREAS, The said Principal was duly elected appointed to the office of Commissioner and Receiver of and for Wilson County for the 6 year term beginning on the 16th day of January, 2015, and ending on the 16th day of January, 2021, and as such Clerk is subject to appointment as Special Commissioner/Receiver, and

WHEREAS, The said Principal was duly appointed Special Commissioner/Receiver.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Barbara Webb Principal, shall during the term as Special Commissioner/Receiver: Faithfully perform and discharge the duties required as Commissioner/Receiver and collect, receive, preserve, account for, and pay over only to those authorized by law to receive the same, without fraud or delay, all property or funds which may come into his hands as Commissioner/Receiver, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 26th day of November, 2014.

WITNESS-ATTEST:

[Signature]

PRINCIPAL:

Barbara Webb
Barbara Webb

COUNTERSIGNED BY:

[Signature]
Tennessee Resident Agent



SURETY:
RLI Insurance Company

By: [Signature]
Vice President
Roy C. Die

(attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

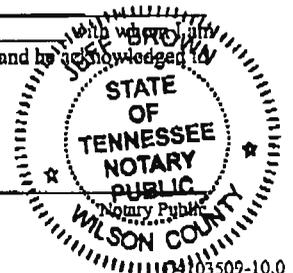
STATE OF Tennessee
COUNTY OF WILSON

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barbara Webb personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 16 day of December, 2014.
My Commission Expires:

February 3, 2015

[Signature]



REAPPORTIONMENT COMMITTEE MINUTES

The Reapportionment Committee of the County Commission of Wilson County, Tennessee met in called session on Monday, January 12, 2015 at 5:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Jeff Joines, Gary Keith, Wendell Marlowe, Annette Stafford and Terry Ashe, being all the members of the Committee with the exception of Commissioner Dan Walker, who was absent. Also present was County Mayor Randall Hutto; Administrator of Elections Phillip Warren and Assistant Administrator of Elections Tammy Smith; Director of Wilson County Schools Dr. Donna Wright and School Board Members Larry Tomlinson, Bill Robinson and Don Weathers; County Commissioners Jerry McFarland, Joy Bishop, John Gentry and Diane Weathers; and Assistant to the County Attorney Jan Jewell.

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

Chairman Joines asked for an "Opening Prayer" for the family and friends of Wilson County Road Commissioner Steve Armistead. Chairman Joines noted that Steve had been a dedicated employee, strong leader and friend to Wilson County citizens. Commissioner Wendell Marlowe led the group in prayer.

The minutes of the December 1, 2014 meeting were presented. Motion to approve the minutes as printed was made by Commissioner Marlowe, seconded by Commissioner Keith and carried unanimously.

Chairman Joines noted that he appreciated the hard work by Committee Members and the Election Commission to devise a plan to reapportion the boundary lines to provide for seven (7) School Board districts (previously 5) which was approved by the public during the August, 2014 elections.

The Committee Members have reviewed several plans. Chairman Joines opened the floor for further Q&A. After much discussion, "Plan E" was reviewed and discussed again and seems to be the most acceptable solution.

In answer to a Committee Member's question, Administrator of Elections Phillip Warren explained that the next census would occur in 2020. The next opportunity to reapportion districts would occur in 2022.

Motion to adopt "Plan E" and recommend the plan to the County Commission was made by Commissioner Stafford, seconded by Commissioner Marlowe and carried unanimously.

Chairman Joines requested that a copy of the meeting's minutes, with "Plan E" Zone Map attached, be sent to all County Commissioners as soon as possible to allow them the time to study the recommendation prior to the January County Commission Meeting. The minutes and "Plan E" Zone Map would also be included in the county packet.

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

SECRETARY

**Wilson County Election Commission
Voter Registration/ Activity Report
December 1 - December 31, 2014**

TOTAL ACTIVE REGISTERED VOTERS 66,671

VOTERS BY COMMISSION DISTRICT

	<u>NEW</u>	<u>TOTAL REGISTERED</u>
DIST 1	13	2748
DIST 2	20	2634
DIST 3	23	3032
DIST 4	22	2908
DIST 5	15	3108
DIST 6	9	2325
DIST 7	14	2265
DIST 8	12	2779
DIST 9	12	2267
DIST 10	19	2888
DIST 11	46	4330
DIST 12	7	2514
DIST 13	12	2806
DIST 14	21	3125
DIST 15	8	2189
DIST 16	22	2569
DIST 17	13	2578
DIST 18	22	2890
DIST 19	18	2174
DIST 20	11	1518
DIST 21	15	1881
DIST 22	16	2585
DIST 23	26	3351
DIST 24	18	2227
DIST 25	25	2980
TOTALS	439	66,671
HOUSE DIST 46	154	24,660
HOUSE DIST 57	285	42,011
TOTAL VOTERS MADE INACTIVE FOR DECEMBER		12
TOTAL INACTIVE		11,694
TOTAL ELIGIBLE VOTERS		78,365
TOTAL NEW REGISTRATIONS FOR DECEMBER		439
TOTAL ADDRESS CHANGES		184
TOTAL NAME CHANGES		49
TOTAL DUPLICATE REGISTRATIONS		102
TOTAL VOTERS PURGED FOR DECEMBER		152
MOVED OUT OF COUNTY		92
DECEASED		57
FELON		3



**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: 12/1/2014 thru 12/31/2014**

ACTIVITY REPORT

NUMBER OF PERMIT APPLICATIONS	90
NUMBER OF PERMITS ISSUED	73
NUMBER OF CERTIFICATES OF COMPLIANCE	80
TOTAL MONEY COLLECTED (PERMITS)	\$88,533.50
NUMBER OF ADEQUATE FACILITIES TAX	75
TOTAL MONEY COLLECTED (AFT)	\$348,506.29

YEAR TO DATE 07/01/2014 thru 12/31/2014

PERMIT APPLICATIONS	388
PERMITS ISSUED	356
CERIFICATES OF COMPLIANCE	287
TOTAL MONEY	\$434101.55
NUMBER OF AFT	498
TOTAL MONEY	\$2,866,777.34

AGENDA
WILSON COUNTY PLANNING COMMISSION
Friday, January 16, 2015 Meeting
11:00 A.M.

CALL TO ORDER

ADMINISTER OATH

APPROVAL OF MINUTES – December 19, 2014

Old Business

Application has been made by Billy Jones to rezone the property from (A-1) Agricultural to (C-3) Highway Commercial. The property is located at 6048 Highway 109 North and consists of approximately 3.43 acres referenced by Wilson County Tax Map 33 part of Parcel 46.00.

New Business: Site plans and plats to be presented:

01.)	Site Plan-Verizon Wireless/Tulip Grove cell tower site co-location Darrington Way	1 lot 74E/I 19.00
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02.)	Prelim.; Pine Creek Estates Phases 2 - 5 Mires Road	165 lots 120/18.00
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Plats for affirmation:

Subdv.; Mildred A. Thorne Property Rutledge Lane	2 lots 45/30.00; 44/89.00
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