



Wilson County Schools Digital Conversion Plan

2015-2018

*Technology
give the
quietest
student a
voice.*

~ Jerry Blumengarten



Wilson County Schools
351 Stumpy Lane
Lebanon, TN 37090
615-444-3282

Digital Conversion Mission

Wilson County Schools will ensure the use of appropriate **technology** in order to provide challenging learning experiences, in an equitable manner, promoting higher level learning and performance, enabling students to compete **successfully** in today's information society.

Wilson County Schools is embarking on an extraordinary journey to implement a districtwide digital conversion plan. The purpose of this digital conversion initiative is to use technology in ways that improve teaching and learning through increased student engagement. It is imperative to note that this plan is a curriculum and instruction initiative, not a technology initiative.

This journey is now underway on many levels. While this new initiative includes the procurement and implementation of digital devices for students, our vision for change is far more comprehensive. In keeping with the views of the district strategic plan and the guiding principle of our mission statement, this conversion is yet another shift that will take our instruction and the learning opportunities for students to a new level.

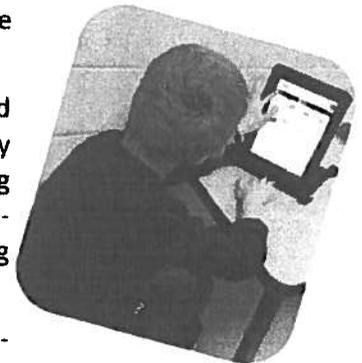
By providing equitable access to every child, we hope to erase the digital divide and elevate the learning potential of every child.

With the rising population of economically, socially disadvantaged students, providing technology for every child is a winning proposition for students, family, teachers, and the community.

It is our vision to acquire and support the use of technology as an integral means of giving

students and staff access to information, increasing organizational productivity and effectiveness, while preparing students for success in adult roles.

Furthermore, it is our vision to use technology to gain access to resources for learning and management and support functions in a flexible, timely, and cost-effective manner.



The Wilson County School System does not discriminate due to age, race, color, gender, national origin, disability, religion, creed, or veteran status in the provision of services, in programs or activities, or in employment opportunities or benefits. The lack of English language skills will not be a barrier to admission and participation in educational programs. Translation services are available at each school and at the Central Office. Inquiries concerning Title VI or Title IX of the Civil Rights Acts should be directed to Chuck Whitlock at (615) 444-3282. Inquiries concerning Section 504 should be directed to Denise McMillan at (615) 453-7302. Inquiries concerning the American with Disabilities Act should be directed to Mickey Hall at (615) 444-3282.

Strategic Plan

Strategic Priority 1: Access to Digital Teaching and Learning Resources Current Status and Moving Forward.

Providing a digital teaching or learning device is only the beginning of our digital conversion journey. While productivity suites, like Microsoft Office and Google Drive are key tools to use for preparing reports, creating presentations, or developing spreadsheets, providing these tools alone limits the power and potential of these devices.

Strategic Priority 2: Collaborative Professional Development Current Status and Moving Forward

A focused professional development plan is essential to ensure the successful implementation and integration of any digital learning initiative. Professional development activities are designed to provide principals, teachers and staff with knowledge and skills necessary to increase productivity and to integrate digital learning resources into the teaching-learning process.

Strategic Priority 3: Equity of Access to Teaching and Learning Current Status and Moving Forward

Equity of access to teaching and learning is multi-faceted. It not only translates into a digital device assigned to all members of the school but translates genuine accessibility to anytime, anywhere learning. That includes the individual's ability to access information, apply and evaluate the content to an authentic experience, and the power to access and receive real time feedback based on performance standards.

Strategic Goals: Priority 4: Sustainable Funding Teaching and Learning Current Status and Moving Forward

As the district strives to graduate future-ready students, ubiquitous access to personal teaching and learning devices is critical, the district must develop equitable funding and implementation plans to ensure all students use technology to access resources and acquire and demonstrate the knowledge and skills they will need as life-long learners.

Developing Our Vision and Policy:

The vision that drives a digital conversion plan is the same vision that drives school wide improvement planning: the belief that all students can master diverse and challenging content, that teachers are motivated to seek professional development regarding innovative practices, and that districts will strive to coordinate resources across the entire district to give all students the support they need to achieve high standards. Policies should be designed to help implement the vision. Students who are ready for the future know how to use technology effectively for a variety of purposes. **The equitable use of technology across schools and classrooms and among students and teachers is a vital consideration in the digital conversion plan.**



*If we teach
today as we
taught
yesterday,
then we rob
our children
of tomorrow.*

~ John Dewey



Wilson County Schools

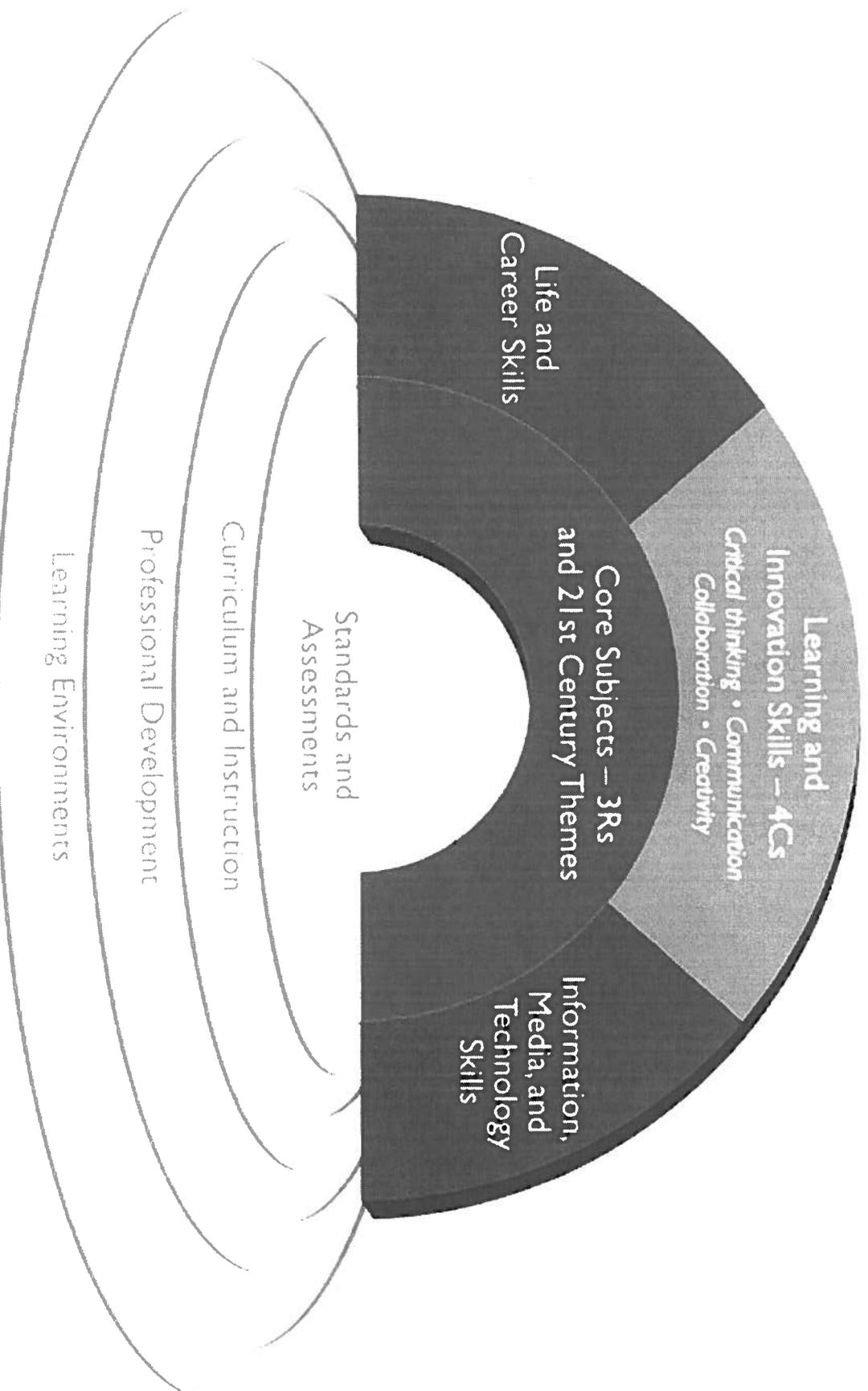
Connects

Digital Conversion Plan

2015-2018

We Connect Students

21st Century Student Outcomes and Support Systems



Why a Digital Conversion?

- Close the digital divide
- Relevant Instruction
- 21st Century Readiness
- Real World Experience
- Instructional Practice
- Improved Academic Achievement
- Moral Imperative



Wilson County Schools

connects

Our digital conversion plan

Curriculum and instruction
initiative, not a technology
initiative.



Cohen and Ball (2007)

“Public education presently is the scene of a collision between rapidly rising expectations for school performance on one hand, and modest capability for the use of innovations on the other.”



One Size Fits All



Sequential learning

Every fifth grader learns the same things

Fixed use of time

Every student gets the same amount of time to master each subject

Top down, teacher driven

Individualized Learning



Personalized learning

Dynamic, competency and mastery-based

Variable use of time

Students take as long as they need to master a subject

Student driven, teacher guided

Traditional

- Mass Production
- Industrial Age, Assembly Line, Common Pace Instructional Model
- End of Year/ Course Assessment of Knowledge

Personalized Learning

- Mass Customization
- Knowledge Age, Individualized, Variable-Paced Learning Model
- Ongoing, Embedded and Dynamic Assessments of Knowledge/Skills, Learning Styles and Interests
- Technology Enabled



Wilson County Schools

Connects

Technology-enabled personalized learning means that technology is used to:

- Collect and analyze extensive student learning data to a degree not otherwise possible
- Provide a differentiation of interactive, multimedia teaching and learning resources as well as student creativity and collaboration tools not otherwise possible from one teachers, book, classroom, and
- Frees teacher time from rote and administrative activities to more value-added instruction.



Wilson County Schools

Connects

Current Network Infrastructure

- Current network – reliable high speed Internet access
- Each school has a minimum of one computer lab with additional computers in the library for student access.
- Wi-Fi in all school buildings.
- WCS will need to add access points to all schools (currently 1 AP per every two classrooms)
- 50% of our current devices are out of warranty
- Core Classroom Equipment (interactive whiteboard, projector, teacher computer, or laptop/iPad) 60% classrooms have core classroom equipment



Wilson County Schools

connects

Current Student Devices

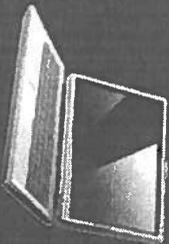
- **3726 laptops**
- **5200 Desktops**
- **1300 iPad**
- **1592 Chromebooks**



Wilson County Schools

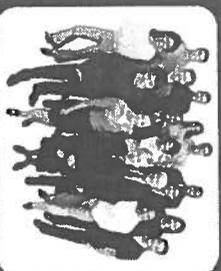
connects

SY 2015-16



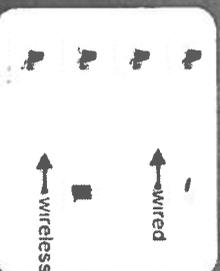
CONNECT Classroom

- 9-12 Grade Student devices
- 6-8th Grade ELA & Math classroom device sets
- 9-12 Teacher devices



Support Staff (new positions)

- 4 Instructional Technology Specialists
- 3 Technology Technicians
- 1 Network Engineer
- 1 Webmaster

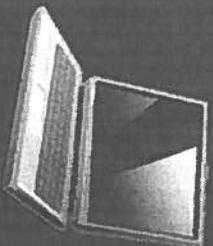


Network Infrastructure

- Wireless Access Points
- Server Replacement
- Network connection upgrades

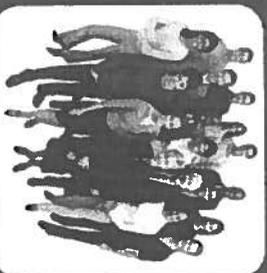
SY 2016-17

CONNECT Classroom



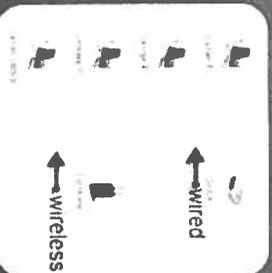
- 3-8th Grade student devices
- K-8th teacher devices
- Interactive Classroom Projectors
- Student Collaboration Zones
- Digital Learning Resources

Support Staff (new positions)



- 5 Instructional Technology Specialists
- 3 Technology Technicians
- 1 Network Engineer

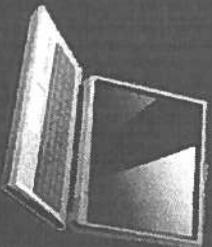
Network Infrastructure



- Wireless Access Points
- Wi-Fi Buses
- Communication Upgrades
- Network connection upgrades

SY 2017-18

CONNECT Classroom



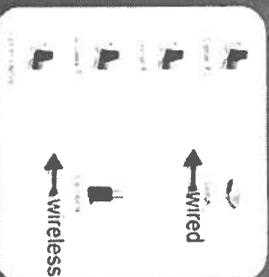
- K-2 Grade student devices
- Digital Learning Resources
- Student Collaboration Zones
- School Connection Telecast

Support Staff (new positions)



- 5 Instructional Technology Specialists
- 3 Technology Technicians
- 1 Network Engineer

Network Infrastructure



- CCTV
- Wi-Fi Buses
- Communication Upgrades
- Intercom Upgrades
- Network connection upgrades

Support Staff (new positions)

Technology Department:

- Technology Technicians –1 technician per 2000 devices
- Network Engineer – network security, bandwidth management, high-availability network resources
- Webmaster – Students, Parents, Teachers and Community

Instructional Technology Department:

- Instructional Technology Specialists -Tech-savvy teacher in each building, hands-on instruction for teachers and students, on-site classroom training on devices, support school staff for on district and instructional learning applications
- 3 (high school – WCH, LHS, MJH and assist WMS and MJM)
- 1 WTH and assist K-8 schools and WTM

\$1.80

\$1.60

\$1.40

\$1.20

\$1.00

\$0.80

\$0.60

\$0.40

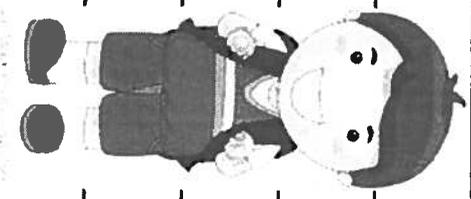
\$0.20

\$0.00

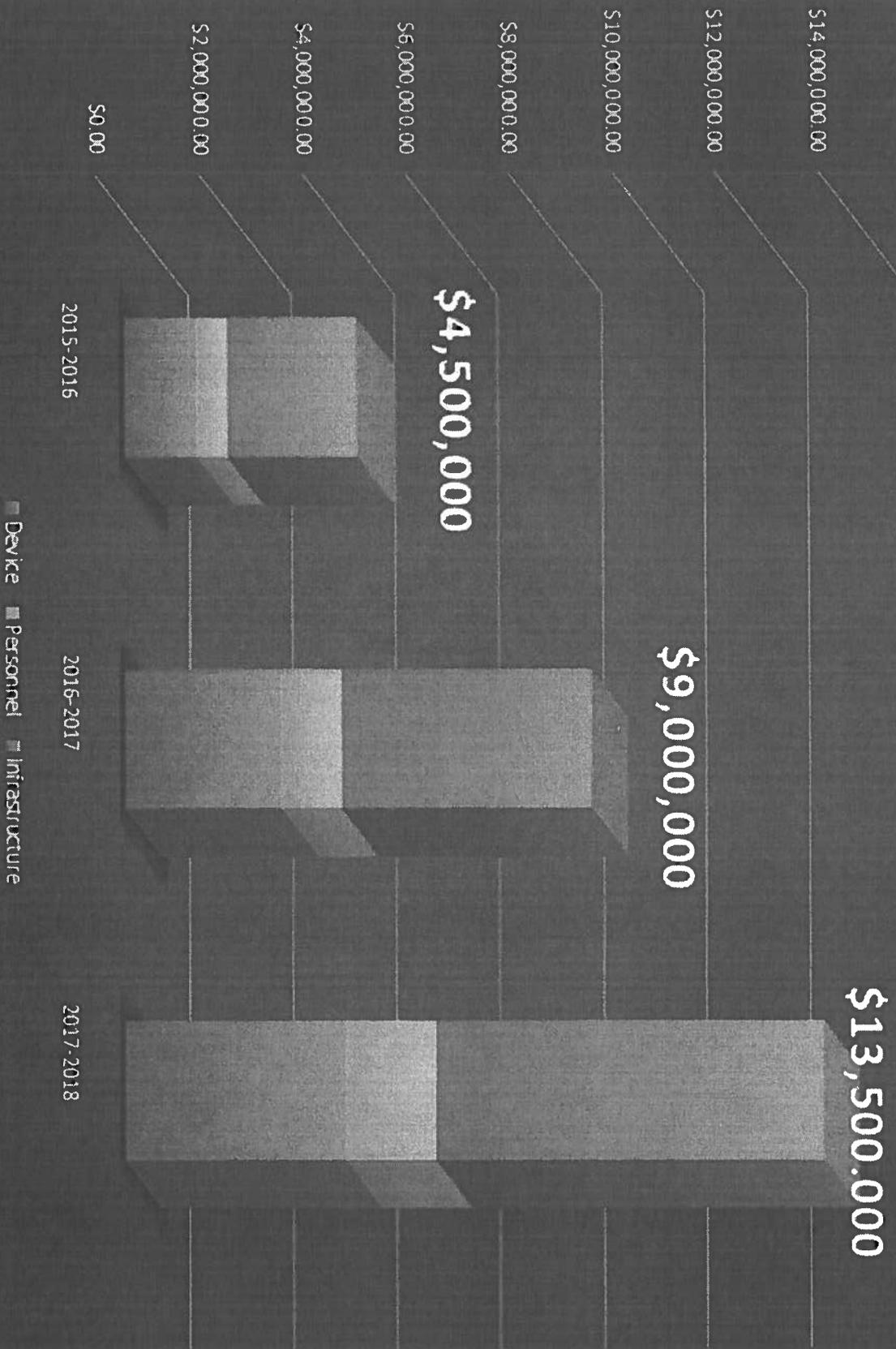


Linking the images to the
lines on right is extremely fun!

Handwriting practice lines consisting of a solid top line, a dashed middle line, and a solid bottom line. The lines are intended for students to write the names of the images shown to their right.



Digital Conversion Expense



District will benefit by...

- Providing immediate feedback to students, teachers, and parents
- Students with devices will create 24/7 learning environment
- Digital content that stays current, easily accessible, and relevant



Wilson County Schools

Connects



BERNIE ASH
Veterans Service Officer

CAROL DEDMAN
Administrative Assistant

WILSON COUNTY GOVERNMENT

Quarterly Report for Apr. – Jun. 2015

Number of Veterans Served in Office – 728

1. Monthly visits to nursing homes and VA Hospital.
2. Attend Government Relations meeting at Chamber.
3. Attend monthly meeting of American Legion, Vietnam Veterans, Vet Council and VFW.
4. Sat. Apr. 11...attend Civic League Dinner.
5. Sunday Apr. 19. Attend MOTAME meeting.
6. Wed. May 13. Set up tent and display for WB&T Senior Day.
7. Fri. May 15. Attend Flag Retirement Ceremony.
8. Sat. May 16. Speak to Veterans of USS Hancock in Mt. Juliet.
9. Jun. 4. Make home call to Veteran who is a shut in.
10. Lead Pledge for Adult Education graduation at Fairview Church.
11. Sunday Jun. 7. Attend MOTAME MEETING.
12. Meeting at Fairgrounds for Maneuvers reenactment.
13. Jun. 15. Coleman Walker show to talk about Honor Ride for Vets.
14. June 16. Quarterly training in Smyrna.
15. June 17. Fish Fry Committee meeting.
16. Sat. Jun. 20. Honor Ride for Vets. Raised approximately \$2100.00.
17. Jun. 23. Attended Lebanon Place to Be meeting.
18. June 23. Spoke to Navy Reunion at Hampton Inn.
19. Sat. June 27. Arranged parade for Maneuvers reenactment at Fiddlers Grove.

The City of Lebanon recently donated \$80,000.00 for the Plaza and Museum bringing our total Donated money up to approximately \$250,000.00.

A handwritten signature in black ink, appearing to read "Bernie Ash".

Bernie Ash
Veteran Service Officer

MINUTES AG MANAGEMENT COMMITTEE
June 8, 2015

Members Present: Chairman Jeff Joines, Jason Haley, Quintin Smith, Rick Bell, Commissioner Sonja Robinson, Jo Smith, Commissioner Sue Vanatta, Hale Moss, Commissioner Terry Scruggs.

Guests: Helen McPeak, Jimmy Comer, Randal Clemons, Aaron Maynard

Staff Present: Larry Tomlinson and Donna Bane

Chairman Jeff Joines called the meeting to order at 5:00 p.m. and acknowledged a quorum was present. Hale Moss led the prayer and Chairman Jeff Joines led the Pledge of Allegiance. Commissioner Terry Scruggs made a motion to approve the minutes of the May 27, 2015 meeting. Rick Bell seconded the motion and passed unanimously.

Chairman Joines opened the meeting by beginning with Director Larry Tomlinson's report. Director Tomlinson stated he hope everyone has had time since the last meeting to review the surcharge on admissions and asked for suggestions. Jo Smith asked if this applies to the tickets that for example the radio station gives away. Chairman Jeff Joines said only the sold tickets. Turn stiles were discussed. Jo Smith said even the free tickets will come through a turn stile. Chairman Jeff Joines said regarding the letter from the workgroup, it can be a combination of these suggestions along with our suggestions. Then it will be turned over to Mike Jennings to put it in a contract. Numbered tickets were suggested. We can have monitors at the events. Chairman Jeff Joines said there is not a perfect solution but to start out using the numbered tickets since it would be the most economical way to start it. Director Larry Tomlinson had to leave for another meeting. He asked Commissioner Sonja Robinson to tell about the Expo Center in Sevier County. Commissioner Sonja Robinson went to a conference had the opportunity to see the new Expo Center that is 86,000 square feet. It will not be a year old until the 30th of this month. They have 46 events coming in already. Commissioner Sue Vanatta suggested adding a line to the contract if you are going to have on line ticket sales. Jason Haley suggested setting a deadline to pay the ticket surcharge. Chairman Jeff Joines said we already have some large events booked for 2015, 2016 and 2017 that have contracts and they will not be affected.

After much discussion, Commissioner Sue Vanatta made a motion to not charge the surcharge fee on free tickets. Commissioner Sonja Robinson seconded the motion and passed unanimously. Commissioner Terry Scruggs made a motion to charge a \$3 maximum surcharge fee for events three days or longer. Commissioner Sue Vanatta seconded the motion and passed unanimously. Jo Smith made a motion to allow each event sponsor to print their own numbered tickets and count the admission base by the number of used tickets and present us with tickets thirty days prior to event with daily reporting. Commissioner Sonja Robinson seconded the motion and passed unanimously. Commissioner Sue Vanatta made a motion to add a retainer fee to the contract based on the estimated number of attendance. Commissioner Sonja Robinson seconded the motion and passed unanimously.

Commissioner Sonja Robinson made a motion that the event holder would select on the contract if the event will have on line ticket sales and if so we would have to have a report from the on line server. Jo Smith seconded the motion and passed unanimously. Rick Bell asked if we are going to set a time limit for us to get paid. Commissioner Terry Scruggs made a motion that two days or less admission charging events will pay at the end of the event and 3 day events or longer will have 5 business days to pay. Commissioner Sue Vanatta seconded the motion and passed unanimously. Rick Bell made a motion to implement the surcharge fee on July 1, 2015. Commissioner Terry Scruggs seconded the motion and passed unanimously.

The Fiddlers Grove contract will be discussed at the next meeting. Fiddlers Grove is open Tuesday through Saturday 10 am until 4 pm.

Commissioner Terry Scruggs made a motion to adjourn. Commissioner Sue Vanatta seconded the motion and passed unanimously.

Respectfully submitted,



Donna Bane

DEVELOPMENT AND TOURISM COMMITTEE MINUTES

The Development and Tourism Committee of the County Commission of Wilson County, Tennessee met in called session on Monday, June 15, 2015 at 6:15 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Wendell Marlowe, Sue Vanatta, Terry Muncher and Jeff Joines, being all the members of the Committee with the exception of Commissioner Becky Siever, who was absent. Also present was Finance Director Aaron Maynard and County Attorney Michael R. Jennings.

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

The minutes of the May 7, 2015 meeting were presented. Motion to approve these minutes as printed was made by Commissioner Joines, seconded by Commissioner Muncher and carried unanimously.

A proposed budget amendment for Tourism was presented. This is already in tonight's County Commission meeting packet, as it was approved by the Budget Committee at their meeting, subject to this Committee's approval. Motion to recommend approval of this to the County Commission was made by Commissioner Joines, seconded by Commissioner Vanatta and carried unanimously.

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

SECRETARY

INSURANCE COMMITTEE MINUTES

The Insurance Committee of the County Commission of Wilson County, Tennessee met in called session on Tuesday, June 23, 2015 at 4:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Kenneth Reich, Terry Ashe, Gary Keith, Jerry McFarland and John Gentry, being all the members of the Committee. Also present was Finance Director Aaron Maynard, Insurance Manager LaBraunya Horton, Jud Nave and Rick Thorne of THW Insurance, Commissioner Joy Bishop, Circuit Court Clerk Debbie Moss and County Attorney Legal Assistant Becky Fox.

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

Chairman Reich noted that the June 8, 2015 meeting minutes were distributed and approved at the June 15, 2015 Wilson County Commission meeting.

Finance Director Maynard addressed the Committee regarding a meeting that was held today with representatives of Blue Cross Blue Shield of Tennessee. The BCBS representatives made a preliminary presentation for the County's insurance program. The initial estimate is over \$2 million dollars in savings for the County. Jud Nave of THW Insurance has notified CIGNA of the BCBS presentation. CIGNA will have the opportunity to "counter" the BCBS proposal. BCBS will be providing a more detailed monetary presentation within the next few weeks to THW Insurance to then be presented to the Insurance Committee. Jud Nave cautioned the Committee that the BCBS proposal is preliminary and should be carefully considered once the final proposal has been presented to the Committee. We are still waiting on the UMC decision regarding pricing for County employees, which should be available at the July 2, 2015 meeting.

Jud Nave and Rick Thorne of THW Insurance distributed a handout to the Committee entitled "Wilson County Government Insurance Committee Meeting June 23, 2015" which is a compilation of the suggested changes made in the June 8, 2015 meeting.

The first item discussed was the Spousal Surcharge for County employees. A general discussion was held regarding the amount to be charged and the documents to be used to implement the program. Motion to charge \$100 per month for County employees whose spouse has an alternative source of insurance coverage through their own employer but chooses not to enroll in that coverage was made by Commissioner McFarland and seconded by Commissioner Gentry. Chairman Reich advised the Committee that this item should be discussed after the Committee has decided on the new tier package for county insurance. Commissioner McFarland withdrew his motion as well as Commissioner Gentry withdrawing his second.

The next item discussed was the county's dental insurance coverage. Our current program is self-insured. THW Insurance provided premium rates based on our self-insured package along with a fully insured program. A general discussion was held and the Committee decided to consider the dental insurance coverage after the decision was made on the new tier package for county insurance.

The Committee then discussed the proposed options for insurance plans for county employees. There were four options presented to the Committee. A lengthy discussion was held about the pros and cons of each option. The Committee discussed the imperativeness of positively communicating any changes made to the current insurance program to the county employees.

Following a lengthy discussion, the Committee agreed to change "Grandfather Plan 15 year+" to "Senior Employee Plan". They also agreed to withdraw "Buy-up Plan 2" as an option. The following plan options are available for consideration by this Committee:

1. Senior Employee Plan
2. Buy-up Plan 1 (to be known as "Employee Benefit Plan")
3. Base Plan-New Hires (to be known as "New Hires Plan")

The Committee discussed at length the premiums for employee and family plans, deductible and out-of-pocket expense options and prescription plan options for the remaining insurance proposals. The Committee discussed that every county employee should contribute, in some manner, to the county's insurance plan. The current plan is "bleeding us dry" and this Committee has diligently met over the last 8 weeks to consider all options available to the county.

Under the new three tier proposal, effective October 1, 2015, would be the following changes:

1. Senior Employee Plan
 - No premium change for employee or family coverage
 - No prescription card change
 - Individual deductible raised to \$500
 - Spousal Surcharge to be included
2. Employee Benefit Plan
 - Employee premium raised to \$40 per month
 - Family premium raised to \$230 per month
 - No prescription card change
 - Deductibles: \$500 Individual / \$2,000 Family
 - Out-of-Pocket: \$2,500 Individual / \$5,000 Family
 - Spousal Surcharge to be included
3. New Hires Plan
 - Employee premium of \$75 per month
 - Family premium of \$250 per month
 - Current prescription card plan
 - Deductibles: \$1,000 Individual / \$2,000 Family
 - Out-of-Pocket: \$2,500 Individual / \$5,000 Family
 - Spousal Surcharge to be included

The Committee then turned its attention back to the Spousal Surcharge. A general discussion was held regarding the amount to charge. Motion to charge \$150 per month for a Spousal Surcharge on all insurance plans for employees with spouses that have an alternative source of insurance coverage available through their own place of employment, and choose not to enroll in that insurance coverage, effective October 1, 2015 was made by Commissioner McFarland, seconded by Commissioner Gentry and carried unanimously.

The Committee returned to its discussion on dental insurance coverage for county employees. The current program is self-insured. A general discussion was held about the option of fully insured dental coverage that would be voluntary for all county employees. Motion to offer voluntary dental insurance coverage under a fully insured plan, with no change to the retirees' current dental insurance coverage, effective October 1, 2015 was made by Commissioner Gentry, seconded by Commissioner Reich and carried unanimously.

The Committee returned to its discussion regarding the proposed options for county health insurance coverage. Motion to accept the new three tier health insurance coverage program (Senior Employee Plan, Employee Benefit Plan and New Hires Plan), effective October 1, 2015, was made by Commissioner McFarland, seconded by Commissioner Reich and carried unanimously.

Chairman Reich advised that the next Insurance Committee meeting will be Thursday, July 2, 2015 at 4:00 p.m.

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

SECRETARY

INSURANCE COMMITTEE MINUTES

The Insurance Committee of the County Commission of Wilson County, Tennessee met in called session on Thursday, July 2, 2015 at 4:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Kenneth Reich, Terry Ashe, Gary Keith, Jerry McFarland and John Gentry, being all the members of the Committee. Also present was Finance Director Aaron Maynard, Insurance Manager LaBraunya Horton, Jud Nave and Rick Thorne of THW Insurance, Commissioners Joy Bishop and Terry Scruggs, Animal Control Director Mary Scruggs, General Sessions Judges Secretary Millie Wong and County Attorney Legal Assistant Becky Fox.

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

The minutes of the June 23, 2015 meeting were presented.

Commissioner McFarland suggested that "Plan #1" be modified to read "Employee Benefit Plan". Commissioner Keith noted that "exclusion" needed to be removed and only use the term "Spousal Surcharge". He also noted that the family deductible bullet point under "Senior Employee Plan" be removed as nothing had changed on that deductible amount.

Motion to approve the minutes, as amended from the changes mentioned above, was made by Commissioner Keith, seconded by Commissioner McFarland and carried unanimously.

Jud Nave of THW Insurance reported to the Committee that CIGNA and Community Health Systems (parent company of University Medical Center) had come to an agreement that UMC would become a member of CIGNA's Local Plus Network. This network has a tighter fee structure and specific fees for specific procedures. There is a projected \$497,000 savings to Wilson County. This will become effective October 1, 2015 because, by law, the County must give sixty (60) days notice to employees about the network change. There will be no change to county employee coverage; only a new insurance card.

Motion for CIGNA to place UMC in the Local Plus Network exclusively for Wilson County employees effective October 1, 2015, with an approximate savings of \$497,000, was made by Commissioner Ashe, seconded by Commissioner McFarland and carried unanimously.

Chairman Reich advised the Committee that he wanted to review the following changes this Committee had proposed, and voted for, in past meetings:

1. Personal Health Solutions program
 - Employees will need prior approval for certain procedures.
 - Wilson County cost: \$2 per employee, per month

2. Your Health First program
 - Employees categorized with catastrophic illness and/or after major surgical procedures will be assigned a supervisor to assist with ongoing medical treatments, appointments, etc.
 - Wilson County cost: \$2 per employee, per month

3. Dental Insurance

- Employees will be offered voluntary dental insurance coverage under a fully insured plan, with no changes to the retirees' current dental insurance.
- Effective October 1, 2015
- Dental coverage will be a separate policy for employees (similar to current AFLAC and vision insurance policies)

4. Spousal Surcharge

- Effective October 1, 2015
- Additional \$150 per month surcharge for employees with spouses that have an alternative source of insurance coverage available through their own place of employment, and choose not to enroll in that coverage

5. Additional \$1,000 per employee per year to the Employee and Dependent Insurance coverage to \$10,884

6. UMC Hospital placed in Local Plus Network under CIGNA

7. New three tier plan for employee insurance coverage (effective 10/1/2015)

Commissioner Gentry asked if the spousal surcharge was in addition to the family coverage cost. Chairman Reich answered "yes". Commissioner Gentry asked if the additional \$1,000 would be enough to cover rising health care costs. Commissioner Keith advised that he did not believe that \$1,000 would be enough. Rick Thorne of THW Insurance also agreed that the additional money would not be enough for future increases in health care costs.

Chairman Reich advised the Committee that he would like to follow the proposed changes as he presented them to the Committee earlier in the meeting.

A general discussion was held regarding the effective dates of the proposed changes to the county's insurance coverage. For the October 1, 2015 effective date for new insurance plans, the main concern was for employees who have already met their yearly deductible and maximum out-of-pocket, to have to "start over" again on October 1, 2015. It was noted that most insurance plans are on a calendar year basis (January 1-December 31).

Motion for the proposed new deductibles and maximum out-of-pocket to begin January 1, 2016 but the proposed new health insurance plans and costs to be effective October 1, 2015 was made by Commissioner Ashe, seconded by Commissioner McFarland and carried unanimously.

Motion to charge \$150 per month for a Spousal Surcharge, in addition to monthly insurance coverage costs, for employees with spouses that have an alternative source of insurance coverage available through their own place of employment, and choose not to enroll in that coverage, effective January 1, 2016 was made by Commissioner Keith, seconded by Commissioner Ashe and carried unanimously.

In lieu of the additional \$1,000 per employee per year to the Employee and Dependent Insurance coverage voted upon unanimously at the June 8, 2015 meeting, motion to add \$1,500 per employee per year to the Employee and Dependent Insurance coverage (\$11,384), with Two Percent (2%) added every year to the yearly employee contribution beginning with the 2016-2017 fiscal year, was made by Commissioner Reich, seconded by Commissioner Ashe and carried unanimously.

Motion to increase the proposed employee cost for the new Employee Benefit Plan and Senior Employee Plan by \$30 was made by Commissioner Gentry. Chairman Reich called for a second, but hearing none, declared the motion dies for lack of a second.

Attached to these minutes, and incorporated herein by reference, is a document entitled "Wilson County, Tennessee Proposed Options" which outlines the changes this Committee voted on to employee insurance coverage. There are three (3) plans listed: Senior Employee Plan, Employee Benefit Plan and New Hire Plan". It outlines employee benefits and costs associated with each plan.

A general discussion was held regarding the county's Employee Handbook and the current requirements for an employee to retire at the age 55.

Finance Director Maynard expressed his appreciation to the Committee members for their hard work and dedication to this project. He knows it has been tedious but we have made great strides in the last few months with the proposed changes to employee insurance coverage.

Rick Thorne and Jud Nave of THW Insurance also expressed their appreciation to the Committee members regarding the time and effort put forth individually, and as a Committee, in making decisions from financial and employee benefit levels.

Chairman Reich declared his gratitude to the Committee members, and THW Insurance, for their diligence and patience during this tedious process. He believes this Committee has put forth the best options available to the County for employee insurance coverage.

There being no further business to come before the Committee, on motion of Commissioner McFarland, Chairman Reich declared the meeting adjourned.

SECRETARY



Proposed Options

Senior Employee Plan 15 year +	
<i>Network</i>	LAP
<i>Office Visit</i>	Ded/Coin
<i>Deductible</i>	\$500 ind/\$1800 fam
<i>Out of Pocket</i>	\$1800 ind/\$3600 fam
<i>Co Insurance</i>	80%
<i>E/R</i>	\$300 Co-pay & Ded/Coin
<i>Out Patient Surgery</i>	Ded/Coin
<i>Pharmacy</i>	Same As Current

Senior Employee Plan 15 year +		
	Employee	Family
Enrollment	83	80
Monthly Payroll Deduction	\$0	\$ 180.12
Annual Employee Contribution	\$0	\$ 172,915.20
Total	\$172,915.20	
Spousal Surcharge \$150 not included		

Current Employee Benefit Plan	
<i>Network</i>	LAP
<i>Office Visit</i>	Ded/Coin
<i>Deductible</i>	\$500 ind/\$2000 fam
<i>Out of Pocket</i>	\$2500 ind/\$5000 fam
<i>Co Insurance</i>	80%
<i>E/R</i>	\$300 Co-pay & Ded/Coin
<i>Out Patient Surgery</i>	Ded/Coin
<i>Pharmacy</i>	Same as Current

Current Employee Benefit Plan		
	Employee	Family
Projected Enrollment	219	242
Monthly Payroll Deduction	\$ 40.00	\$ 230.00
Annual Employee Contribution	\$ 105,120.00	\$ 667,920.00
Total	\$773,040.00	
Spousal Surcharge \$150 not included		

New Hire Plan	
<i>Network</i>	LAP
<i>Office Visit</i>	Ded/Coin
<i>Deductible</i>	\$1000 ind/\$2000 fam
<i>Out of Pocket</i>	\$2500 ind/\$5000 fam
<i>Co Insurance</i>	80%
<i>E/R</i>	\$300 Co-pay & Ded/Coin
<i>Out Patient Surgery</i>	Ded/Coin
<i>Pharmacy</i>	Same as Current

New Hire Plan		
	Employee	Family
Projected Enrollment	12	13
Monthly Payroll Deduction	\$ 75.00	\$ 300.00
Annual Employee Contribution	\$ 10,800.00	\$ 46,800.00
Total	\$57,600.00	
Spousal Surcharge \$150 not included		

Based on Projected enrollment above estimated annual savings is Spousal Surcharge not included in estimated savings above.

JUDICIAL COMMITTEE MINUTES

The Judicial Committee of the County Commission of Wilson County, Tennessee met in called session on Monday, June 15, 2015 at 6:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were County Commissioners Terry Ashe, John Gentry, Gary Keith and Mike Justice, being all the members of the Committee with the exception of Commissioner William Glover, who was absent. Also present was Finance Director Aaron Maynard, County Commissioners Dan Walker, Wendell Marlowe, Terry Scruggs, Terry Muncher and Sue Vanatta, and County Attorney Michael R. Jennings.

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

The minutes of the June 8, 2015 meeting were presented. Motion to approve the minutes as printed was made by Commissioner Ashe, seconded by Commissioner Justice and carried unanimously.

Jeff Dickson presented the proposed budget for Drug Court. He explained that the budget is status quo with two exceptions. The liability insurance line item is now zero. When Judge Bond was overseeing the Drug Court, he asked for a supplemental policy of liability insurance. That is no longer necessary.

Line Item No. 140 "Salary Supplement" is a new line item. Other counties contribute to the Drug Court Fund. The State won't let us charge an administrative fee but we can have this expense item. In response to a Committee member's question, Mr. Dickson advised that we will be receiving a grant on July 1, 2015 but we have to invoice Smith County, who has to invoice the State to receive this grant. In response to another question, Mr. Dickson advised that there is nothing from the General Fund in this budget.

Motion to recommend this budget to the Budget Committee was made by Commissioner Justice, seconded by Commissioner Gentry and carried unanimously.

The Committee discussed the request of Probation Director Betsy Jakalski to set up house arrest monitoring through the Probation Department. \$30,000 is needed to be in this program now. Director Maynard advised that this had been approved for the fiscal year 2015-2016 budget. After some discussion, motion to approve this as a budget amendment request to be presented to the County Commission this evening in the amount of \$30,000 was made by Commissioner Justice, seconded by Commissioner Ashe. It was noted that this equipment could be purchased off state bid. The motion then carried unanimously.

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

SECRETARY

RULES COMMITTEE MINUTES

The Rules Committee of the County Commission of Wilson County, Tennessee met in called session on Thursday, July 9, 2015 at 5:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Terry Muncher, Frank Bush, Diane Weathers and John Gentry, being all the members of the Committee with the exception of Commissioner Adam Bannach, who was absent. Also present was County Mayor Randall Hutto, Commissioners Joy Bishop and Bobby Franklin and County Attorney Michael R. Jennings.

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

The minutes of the April 20, 2015 meeting were distributed. Motion to approve the minutes as printed was made by Commissioner Bush, seconded by Commissioner Gentry. Commissioner Gentry asked about the compensation for County Commissioners. The motion then carried unanimously.

Commissioner Bobby Franklin presented a resolution amending the rules to require all Committee meetings to be video recorded and made available on the County website no less than 48 hours prior to the County Commission meetings. He explained the purpose of his resolution and went over the different reasons the resolution would be advantageous to the County and its citizens. Commissioner Gentry asked about the estimated cost to implement this rule. Commissioner Franklin gave an estimate of approximately \$10,000.

Travis Newsome, the County's IT Director, informed the Committee that a representative of D&H Audio would be coming out tomorrow to look at what would be required. He believes that the estimate of \$10,000 may be a little high. Chairman Muncher noted that this room is not the only place we have meetings. How would we deal with meetings held at other places? Chairman Muncher also discussed with the Committee different concerns that had been expressed to him including "Will this stifle discussion?" at committee meetings.

After further discussion, motion to recommend approval of this resolution to make it the next rule in the County's Rule Book was made by Commissioner Bush, seconded by Commissioner Gentry. Further discussion ensued. Some concern was expressed about the ninety day provision. Commissioner Bush asked if a project plan could be completed within 90 days which would include other locations of committee meetings. There was also more discussion about possible funding. It was determined that this resolution would be subject to a project plan being completed and funding being made available. The motion then carried unanimously.

Commissioner Joy Bishop appeared before the Committee to discuss the recent events on Animal Control. She called the Committee's attention to Rule 17 which requires the County Mayor to refer all resolutions to the appropriate committee. The Chairman of such standing committee shall convene the committee prior to the next regular meeting of the commission for the purpose of considering such resolution and recommendations that have been referred to their committee. The failure of the committee to act upon a resolution shall not prevent the resolution's consideration by the Commission.

Commissioner Bishop distributed copies of Resolutions 10-5-7 and 10-8-2. She believes that the Animal Control Committee should have met this evening to discuss her proposed resolution. Chairman Muncher advised her that her resolution could be placed in this month's packet, according to Rule 17. Commissioner Bishop stated that she mainly wanted to bring this to the attention of this committee. She asked County Attorney Jennings to place her resolution from last month in this month's County Commission packet.

During this discussion, Commissioner Bishop and others had noted that the Animal Control Committee is currently not a standing committee in our Rule Book. County Attorney Jennings presented a resolution which would add Rule 46(u) establishing the Animal Control Committee as a standing committee. Motion to recommend this resolution to the County Commission was made by Commissioner Gentry, seconded by Commissioner Weathers and carried unanimously.

Commissioner Bush discussed briefly the new Rule Book which had been received by the Commissioners. He first called attention to Page 25 and the Budget Committee. There are only four (4) names listed there. Mayor Hutto's name, as a member of that committee, had been omitted.

Commissioner Bush also called attention to Page 23 where it says the term of Becky Siever would end in 2012. Should this be changed?

Commissioner Weathers asked why the Judicial Commissioners were not included in the Rule Book. The Committee determined that was an oversight. Questions were also raised about the Parks and Recreation Board. Chairman Muncher noted that this has been included in his copy of the new Rule Book.

Commissioner Bush discussed with the Committee a proposed resolution that he is going to present to the Budget Committee later this evening concerning the compensation of County Commissioners. He is bringing it to this committee for confirmation that this proposed resolution is not a rule change. After some discussion, motion that the Rules Committee agrees this resolution is not subject to a rule change was made by Commissioner Bush, seconded by Commissioner Gentry and carried unanimously.

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

SECRETARY

URBAN TYPE PUBLIC FACILITIES BOARD MINUTES

The Urban Type Public Facilities Board of the County Commission of Wilson County, Tennessee met in regular session on Friday, July 10, 2015 at the conclusion of the Wilson County Road Commission meeting at the office of the Wilson County Road Commission, the Steve Armistead Building, at 1000 Tennessee Boulevard in Lebanon, Tennessee. Those members present were Commissioners Jeff Joines, Terry Scruggs, Becky Siever and Kenneth Reich, being all the members of the Board with the exception of County Mayor Randall Hutto, who was absent. Also present was Landfill Superintendent Cindy Lynch, Stormwater Director John Dewaal, Finance Director Aaron Maynard, Commissioner Sara Patton and County Attorney Michael R. Jennings.

In the absence of Chairman Hutto, Vice Chairman Kenneth Reich called the meeting to order at 10:20 a.m. and determined that a quorum was present.

The minutes of the June 12, 2015 meeting were presented. Motion to approve the minutes as printed was made by Commissioner Joines, seconded by Commissioner Scruggs and carried unanimously.

Landfill Superintendent Cindy Lynch gave the Solid Waste Report. In landfill activity, 5,126 cubic yards were hauled, up 491 cubic yards over June, 2014. Revenue was \$46,135.11, up approximately \$4,400. Total revenue for fiscal year 2014-2015 was \$480,164.97. We had budgeted \$375,000 in revenue.

In collections and hauling, 1,494.68 tons were collected and hauled to either Smith County or recycled. 3,900 cubic yards were hauled to the Class III/IV Landfill. Tipping fees totaled \$73,067.40.

219.10 tons were recycled for total revenue of \$16,088.26, down approximately \$5,000 from the same period of time a year ago.

There were 339 pulls from the convenience centers during the month of June, up 30 over last year during the same period of time.

The Saturday Landfill totals for the month of June were presented.

Vice Chairman Reich asked Superintendent Lynch if her needs requests had been presented to the Budget Committee. He advised her that the Budget Committee would be considering these during the next two meetings. He asked her to contact Finance Director Maynard and get on the list to be considered.

Motion to receive and file the Landfill Superintendent's Report was made by Commissioner Joines, seconded by Commissioner Siever and carried unanimously.

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

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

The Board then turned its attention to Stormwater issues.

Stormwater Director John Dewaal presented a two page "Stormwater Report" which is made a part of these minutes and incorporated herein by reference.

Director Dewaal first discussed the Rockdale Industrial buildings future warehouse space on Couchville Pike of 1,715,000 square feet. This, along with the 128 lots subdivision at the Watermill Subdivision off Coles Ferry Pike are major projects.

Director Dewaal reported that he has submitted a six month report for Wilson County, Tennessee to TDEC. A copy of that is given to each Board member.

Director Dewaal discussed the memo to be sent by the Mayor to all county departments concerning "Good Housekeeping". This is a part of our permit and will be applicable to the school bus shop, the WEMA maintenance shop and to the Road Commission, both the maintenance shop and the salt shed. A plan is to be in place as to how to deal with stormwater issues in these areas.

Director Dewaal advised that proposals are due next week to provide "outfall mapping". He will bring more information to the Board meeting next month.

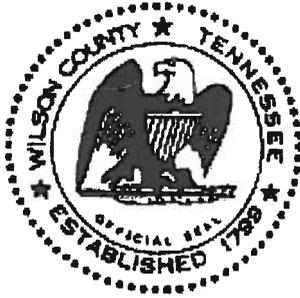
Director Dewaal discussed the RFP for the Grove at Shelley Acres. Lose and Associates have agreed to reduce their fee to \$21,000 and does the Board wish for us to deal with other proposals to see if they are more economical?

Director Dewaal discussed briefly the number of critical lot plans being received by his office. Each one of these plans requires him to spend 4-5 hours of his time. Does the Board wish to consider some type of additional fee? He would like for the Board to discuss this matter next month.

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

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

SECRETARY



WILSON COUNTY STORMWATER DIVISION

Randall Hutto
Chairman

John G. Dewaal
Director

Storm Water Report

July 10, 2015

Monthly Inspections and Reviews

- Final Inspections: 39
- New Land Disturbance Inspections: 21
- Compliance Site visits: 13
- Complaints: 9
- Ongoing Complaint Status: Springmont Blvd: - Mt. Juliet did get the drains cleaned out. We will meet with them at the next significant storm and see if this alone will work to stop the overflow of if they will need to increase the height of their speed bump.
- Final Plats: 13
- Plan Reviews: 14

Work Summary

1. Major Projects- Rockdale Industrial buildings rough grading plan is ready to be approved. It includes 1,715,000 sf of future warehouse space on Couchville Pike.
2. Stormwater Group – We are working with TDEC on drafting up the new MS-4 Permit that should take effect next year..
3. TDEC Order – We have completed our six (6) month report and sent it to TDEC. Attached is a copy for your reference. We will e-mail you a draft memo for the Mayor to send out to county departments for Good Housekeeping for your comments. Will have proposals from consultants for outfall mapping next week. Estimate \$ 25,000 - \$ 35,000 for doing outfalls only. Plan to use interns once outfalls are located to do storm sewer system mapping upstream of outfalls.
4. RFP The Grove at Shelley Acres Flood Study – Lose and Associates agreed to reduce fee to \$ 21,000. What would the board like us to do. Try the next company and see if they are more economical or stop. Do you want to take any action at any fee?

Kenny Reich

233 East Gay St. * Lebanon, TN 37087

Becky Siever

Terry Scruggs

(615) 443-2120 Fax 443-2857

Jeff Joines



WILSON COUNTY STORMWATER DIVISION

Randall Hutto
Chairman

John G. Dewaal
Director

5. Critical Lots – Worked on reviewing and approving 11 critical lot plans this month. Shortage of lots is resulting in building on very steep, very flat or lots subject to flooding. These plans require significantly more review time and work. Board may want to consider some type of additional fee??
6. Wilson Bank LOC – Talked to the bank official and determined that the "reissuance" is an in house process that they do that does not change our status. They should not have copied us. I did caution them about changing the language to be different than what is in the effective LOC that we have on file.

Upcoming Activities

1. TDEC Level I Erosion Control Training – John and James will be attending a Level 1 Training session in Nashville on July 31st to be recertified in erosion control by the state.

Work Session

1. The Grove at Shelley Acres - See Work Summary item 4.

Kenny Reich

233 East Gay St. * Lebanon, TN 37087

Becky Siever

Terry Scruggs

(615) 443-2120 Fax 443-2857

Jeff Joines

BUDGET COMMITTEE MINUTES

The Budget Committee of the County Commission of Wilson County, Tennessee met in called session on Monday, June 15, 2015 at 6:30 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were County Mayor Randall Hutto and Commissioners Mike Justice, Gary Keith, Annette Stafford and Jerry McFarland, being all the members of the Committee. Also present was Finance Director Aaron Maynard and County Attorney Michael R. Jennings.

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

The minutes of the June 4, 2015 meeting were presented. Motion to approve the minutes as printed was made by Commissioner Keith, seconded by Commissioner McFarland and carried unanimously.

Director Maynard presented a change in a budget amendment request for Circuit Court Clerk Debbie Moss. The Budget Committee previously approved this request and recommended it to the County Commission. The change is to approve the addition of a scanner. Motion to recommend this amended budget amendment request to the County Commission was made by Commissioner Keith, seconded by Commissioner McFarland and carried unanimously.

The Committee discussed briefly the possibility of purchasing Lektrivers from the General Services Administration. Who is the contact person now?

The request of Probation Director Betsy Jakalski for an appropriation of \$30,000 to begin the home monitoring system through the Probation Department was presented. The Judicial Committee approved this request to begin now if the appropriation and budget amendment is approved this evening by the County Commission. Motion to recommend this budget amendment to the County Commission was made by Commissioner McFarland, seconded by Commissioner Keith and carried unanimously.

A brief discussion was held about the budget process.

There being no further business to come before the Committee, Chairman Justice declared the meeting adjourned.

SECRETARY

BUDGET COMMITTEE MINUTES

The Budget Committee of the County Commission of Wilson County, Tennessee met in regular session on Thursday, July 9, 2015 at 7:05 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were County Mayor Randall Hutto and Commissioners Mike Justice, Gary Keith, Annette Stafford and Jerry McFarland, being all the members of the Committee. Also present was Finance Director Aaron Maynard, County Attorney Michael R. Jennings, Director of Schools Dr. Donna Wright, Deputy Director of Schools Mickey Hall, School Board members Larry Tomlinson and Bill Robinson and several other County Commissioners.

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

Finance Director Maynard discussed with the Committee a tentative schedule for Budget Committee meetings until the budget process is completed. The Committee will meet at 5:00 p.m. on Thursday, July 16 to consider one-half of the needs assessments. They will meet again on Thursday, July 23, 2015 at 5:00 p.m. to consider the remaining one-half of needs assessments. The Committee will then meet on August 6, 2015 and August 11, 2015, both meetings at 5:00 p.m., to complete their work on the proposed budget for this fiscal year.

The minutes of the June 15, 2015 meeting were presented. Motion to approve these minutes as printed was made by Commissioner McFarland, seconded by Commissioner Stafford and carried unanimously.

Finance Director Maynard advised that he had no Financial Report this evening as we are only nine days into the current fiscal year.

Director Maynard distributed an updated "Needs Assessments Summary General Fund 2015-2016". He called attention to the insurance figures on Page 3. He plans to update this needs assessments list and get this to the Committee members.

Questions were asked about whether the needs for the Human Resources Department and the IT Department have been considered by other committees. They have not and the committee questioned where they should go. Chairman Justice asked if both should go to the Finance Committee. It was determined that next year the IT Department requests will go to the Public Works Committee and the Human Resources requests to the Finance Committee.

In response to a committee member's question, Director Maynard advised that the additional \$1,500 per employee for increased insurance costs will be applied to 650 employees.

Director of Schools Dr. Donna Wright appeared before the Committee. She advised that the information previously sent to the Committee members consisted of the three smaller budgets for the school system and the Digital Conversion Plan. The Digital Conversion Plan is being pulled this evening and will be presented at a later date. Director Wright then explained the three budgets, the Extended School Program Fund, Central Cafeteria Fund and Federal Projects Fund. Motion to accept all three budgets was made by Commissioner Stafford, seconded by Commissioner McFarland and carried unanimously.

Dr. Wright then asked the Committee to review the single sheet entitled "Wilson County Schools Building Program Phase One". She is asking on behalf of the Board of Education to engage the design team to begin working on Year 1 of the building program. She explained each project.

Commissioner Stafford, who serves as Chairman of the Education Committee, advised that the Education Committee had taken out of consideration this evening the Mt. Juliet area elementary school, as no land had yet been purchased. She advised that the Education Committee had recommended the project cost for the old Lebanon High School building to not exceed \$14.5 million dollars in the General Debt Service Fund and on the remaining five projects, Tuckers Crossroads addition, Mt. Juliet Middle School theater/bathroom renovation, Gladeville addition, Southside addition/renovation and Watertown Elementary addition to not exceed a total cost of \$30.9 million dollars in the Rural Debt Service. During the discussion, County Attorney Jennings asked what the school system is asking the Budget Committee to approve this evening. Their intent is to fund the schools as set out above and to engage the design team to begin to work. Commissioner McFarland asked Director Maynard if he was comfortable with these numbers and he advised that he was.

Much discussion was then held on this proposal. Again, Director Maynard was asked if we are secure with these numbers and his response was "Yes". During the discussion, it was determined that what was really being asked for tonight is two (2) bond funding resolutions for these projects. After further discussion, motion to recommend two (2) bond funding resolutions, one in the amount of \$14.5 million dollars from the General Debt Service and one in the amount of \$30.9 million dollars from the Rural Debt Service was made by Mayor Hutto, seconded by Commissioner Stafford. During the discussion, the Committee determined that any money that was left over could only be spent upon the School Board recommendation and the County Commission approval for any proposed changes. The motion then carried unanimously.

Finance Director Maynard presented a Governmental Grant contract for a \$250,000 grant to construct a livestock pavilion. This grant is from the State of Tennessee and requires no match. Motion to recommend approval to receive this grant was made by Commissioner McFarland, seconded by Commissioner Keith and carried unanimously.

Mayor Hutto advised that Finance Director Maynard, Ashley McAnulty of Stephens and Company, G.C. Hixson and himself would be meeting with representatives of Standards and Poor on Monday to seek an increase in our bond rating.

Commissioner Frank Bush then presented a proposed resolution to adopt a change in compensation for members of the legislative body. He explained the intent of the resolution and, with a "one time stipend" for the remaining 21 Commissioners not on the Road Commission, all County Commissioners will be paid the same. It also includes a provision for an automatic increase each year. The financial effect on the budget on an annual basis will be \$100,800.

Motion to recommend approval of this resolution was made by Commissioner Keith, seconded by Commissioner Stafford. Chairman Justice asked Commissioner Bush if he would accept an amendment that would allow an increase in County Commission payments annually only if County employees received a raise, as opposed to State officials receiving a raise. Commissioner Bush advised that he would "rather not do that". Chairman Justice then made a motion to amend to tie the annual increase in compensation to the County employees receiving a raise. During the discussion, Commissioner Reich commented on the amount of money earned by the Road Commission and the extra amount of work they have to do. Commissioner Walker commented that all 25 should receive the same stipend. Chairman Justice called for a second to his motion and, hearing none, declared the motion dies for lack of a second. The original motion then carried unanimously.

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

15-7-6

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
WILSON COUNTY, TENNESSEE TO ADOPT A CHANGE IN COMPENSATION
FOR MEMBERS OF THE LEGISLATIVE BODY.**

WHEREAS, state law establishes salaries and annual increases thereto for all elected officials except members of the legislative body; and

WHEREAS, per chapter 194 of the private acts of 1961 as amended by the private acts of 1973, which established the salaries of members of the Road Commission of Wilson County at a level twice that of other commissioners; and

WHEREAS, what was fair and reasonable in 1973 to enhance the interest and effectiveness of the Road Commission is no longer fair or necessary; and

WHEREAS, Legislative body members have not received an adjustment in compensation for nine years since August of 2006; and

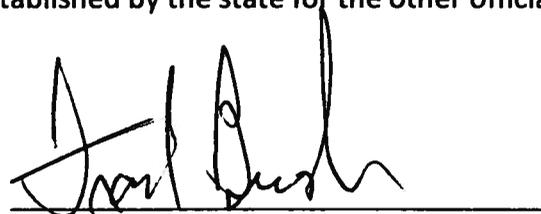
WHEREAS, recent research has confirmed that compensation of commissioners of the two major cities in Wilson county exceeds \$800 per month; and

WHEREAS, it is fair and reasonable to adjust the compensation of members of the legislative body such that each member is paid equitably;

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

21 members of the legislative body who are not members of the Road Commission shall receive an extra monthly stipend of \$400, beginning July 1, 2015 such stipend not to be included in the calculation of "per diem" as referred to in the private acts of 1961; and

Further, to ensure on going fairness of pay, total pay of all members of the legislative body shall be increased annually by a percentage equal to the percentage established by the state for other elected officials, and effective on the date established by the state for the other officials.



SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE

July 9, 2015

5-0

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
DESIGNATING AUGUST 2, 2015 AS "A DAY OF PRAYER FOR OUR SCHOOLS" IN WILSON COUNTY**

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

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

WHEREAS, this project has been repeated each year since then with the 17th annual observance of "A Day of Prayer for our Schools" to be held on August 2, 2015; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that, in furtherance of the efforts of the members of the Kiwanis Club of Lebanon, Wilson County, Tennessee, we hereby designate August 2, 2015 as "A Day of Prayer for our Schools" in Wilson County and urge the entire County to join in this effort.

SPONSOR

Randall Hutto, Wilson County Mayor

RECOMMENDED FOR APPROVAL:

STEERING COMMITTEE
July 9, 2015
10-0-4

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS OF WILSON COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOURTEEN MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$14,650,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

WHEREAS, the Board of County Commissioners of Wilson County, Tennessee (the "County") hereby determines that it is necessary and advisable to issue not to exceed \$14,650,000 in aggregate principal amount of general obligation school bonds, in one or more series, for the purpose of providing funds for the (i) constructing, improving, renovating and equipping of the prior Lebanon High School facility for use as a County school administration facility ; (ii) acquisition of property, real and personal in connection therewith and payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$14,650,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax within the County for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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

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

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

(a) "Bonds" means the not to exceed \$14,650,000 General Obligation School Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

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

(c) "County" means Wilson County, Tennessee;

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

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

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

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

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

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

(j) "Projects" means the: (i) constructing, improving, renovating and equipping of the prior Lebanon High School facility for use as a County school administration facility and (ii) acquisition of property, real and personal in connection therewith and payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and

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

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

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

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole, or in part, (i) the cost of the Projects; (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$14,650,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General Obligation School Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on April 1 and

October 1 in each year, commencing April 1, 2016. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2036, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on or before April 1, 2025 shall mature without option of redemption and Bonds maturing on April 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed

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

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

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

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

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

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the

County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

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

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

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

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

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

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILSON
GENERAL OBLIGATION SCHOOL BOND,
SERIES _____

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Wilson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2016], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or

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

[Bonds maturing April 1, 201_ through April 1, 202_, inclusive, shall mature without option of prior redemption and Bonds maturing April 1, 202_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 202_ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

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

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of

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

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

***Final Maturity**

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to

DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds for the (i) constructing, improving, renovating and equipping of the prior Lebanon High School facility for use as a County school administration facility; (ii) acquisition of property, real and personal in connection therewith and payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein, pursuant to Sections 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 20th day of July, 2015 (the "Resolution").

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

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

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

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

WILSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

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

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99.00%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the County's Municipal Advisor.

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

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

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

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the twenty-second fiscal year following the fiscal year of such series;

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

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

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

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

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

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

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

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

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2015 School Construction Fund (the "Construction Fund"), or such other designation to be kept separate and apart from all other funds of the County in accordance with the Act. Funds in the Construction Fund shall be disbursed to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Moneys in the Construction Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law to the extent permitted by applicable law. The Governing Body and the County School Board expect to enter into an intergovernmental agreement with respect to the Projects and the use of proceeds of the Bonds, to the extent permitted by applicable law. In addition, earnings from such investments shall be applied in accordance with such intergovernmental agreement, to the extent permitted by applicable law, and: (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds, (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) transferred to the County's debt service fund to be used to pay interest on the Bonds, or otherwise applied in accordance with the Act.

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

Section 10. Official Statement. The County Mayor, the Finance Director and the County Clerk, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official

Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Finance Director and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Finance Director and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

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

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

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

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be

necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

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

Section 16. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution with respect to the security of the Bonds or the method of defeasance of the Bonds shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution, including provisions relating to Projects and the use of Bond proceeds.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved this 20th day of July, 2015.

County Mayor

Attested _____
County Clerk

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE
July 9, 2015
4-0-1

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
09/01/2015	-	-	-	-	-
04/01/2016	-	-	230,320.42	230,320.42	-
06/30/2016	-	-	-	-	230,320.42
10/01/2016	-	-	197,417.50	197,417.50	-
04/01/2017	-	-	197,417.50	197,417.50	-
06/30/2017	-	-	-	-	394,835.00
10/01/2017	-	-	197,417.50	197,417.50	-
04/01/2018	635,000.00	0.900%	197,417.50	832,417.50	-
06/30/2018	-	-	-	-	1,029,835.00
10/01/2018	-	-	194,560.00	194,560.00	-
04/01/2019	640,000.00	1.200%	194,560.00	834,560.00	-
06/30/2019	-	-	-	-	1,029,120.00
10/01/2019	-	-	190,720.00	190,720.00	-
04/01/2020	645,000.00	1.450%	190,720.00	835,720.00	-
06/30/2020	-	-	-	-	1,026,440.00
10/01/2020	-	-	186,043.75	186,043.75	-
04/01/2021	655,000.00	1.700%	186,043.75	841,043.75	-
06/30/2021	-	-	-	-	1,027,087.50
10/01/2021	-	-	180,476.25	180,476.25	-
04/01/2022	665,000.00	1.900%	180,476.25	845,476.25	-
06/30/2022	-	-	-	-	1,025,952.50
10/01/2022	-	-	174,158.75	174,158.75	-
04/01/2023	680,000.00	2.100%	174,158.75	854,158.75	-
06/30/2023	-	-	-	-	1,028,317.50
10/01/2023	-	-	167,018.75	167,018.75	-
04/01/2024	695,000.00	2.250%	167,018.75	862,018.75	-
06/30/2024	-	-	-	-	1,029,037.50
10/01/2024	-	-	159,200.00	159,200.00	-
04/01/2025	710,000.00	2.400%	159,200.00	869,200.00	-
06/30/2025	-	-	-	-	1,028,400.00
10/01/2025	-	-	150,680.00	150,680.00	-
04/01/2026	725,000.00	2.600%	150,680.00	875,680.00	-
06/30/2026	-	-	-	-	1,026,360.00
10/01/2026	-	-	141,255.00	141,255.00	-
04/01/2027	745,000.00	2.800%	141,255.00	886,255.00	-
06/30/2027	-	-	-	-	1,027,510.00
10/01/2027	-	-	130,825.00	130,825.00	-
04/01/2028	765,000.00	3.000%	130,825.00	895,825.00	-
06/30/2028	-	-	-	-	1,026,650.00
10/01/2028	-	-	119,350.00	119,350.00	-
04/01/2029	790,000.00	3.100%	119,350.00	909,350.00	-
06/30/2029	-	-	-	-	1,028,700.00

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
10/01/2029	-	-	107,105.00	107,105.00	-
04/01/2030	815,000.00	3.200%	107,105.00	922,105.00	-
06/30/2030	-	-	-	-	1,029,210.00
10/01/2030	-	-	94,065.00	94,065.00	-
04/01/2031	840,000.00	3.300%	94,065.00	934,065.00	-
06/30/2031	-	-	-	-	1,028,130.00
10/01/2031	-	-	80,205.00	80,205.00	-
04/01/2032	870,000.00	3.350%	80,205.00	950,205.00	-
06/30/2032	-	-	-	-	1,030,410.00
10/01/2032	-	-	65,632.50	65,632.50	-
04/01/2033	895,000.00	3.400%	65,632.50	960,632.50	-
06/30/2033	-	-	-	-	1,026,265.00
10/01/2033	-	-	50,417.50	50,417.50	-
04/01/2034	925,000.00	3.450%	50,417.50	975,417.50	-
06/30/2034	-	-	-	-	1,025,835.00
10/01/2034	-	-	34,461.25	34,461.25	-
04/01/2035	960,000.00	3.500%	34,461.25	994,461.25	-
06/30/2035	-	-	-	-	1,028,922.50
10/01/2035	-	-	17,661.25	17,661.25	-
04/01/2036	995,000.00	3.550%	17,661.25	1,012,661.25	-
06/30/2036	-	-	-	-	1,030,322.50
Total	\$14,650,000.00	-	\$5,507,660.42	\$20,157,660.42	-

ESTIMATED COSTS OF ISSUANCE DETAIL

Financial Advisor	\$22,000.00
Bond Counsel	\$35,000.00
Rating Agency Fee	\$15,000.00
Preliminary Official Statement (Preparation, Printing, Distribution).....	\$3,279.00
Final Official Statement (Preparation, Printing, Distribution)	\$2,731.00
Miscellaneous.....	\$1,279.00
Registration/Paying Agent	\$600.00
Underwriting Discount*	\$73,250.00
TOTAL.....	\$143,139.00

*The underwriting expense will be determined by competitive bid. The maximum discount allowed in the Resolution is 1.0%; however, the maximum amount that is expected to be permitted in the bids is 0.5%. The actual underwriting expense is expected to be less than the maximum allowed.

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

July 20, 2015

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

Re: Issuance of Not to Exceed \$14,650,000 in Aggregate Principal Amount of General Obligation School Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Wilson County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution authorizing the Bonds adopted on June 20, 2015 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

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

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

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

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

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

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$25,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if

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

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

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

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

WILSON COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Randall Hutto, County Mayor

By: _____
Karen Neal, Member

STATE OF TENNESSEE)

COUNTY OF WILSON)

I, J.H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on July 20, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's outstanding General Obligation School Bonds.

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 at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on July 20, 2015, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

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

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

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

AYE:

NAY: