

Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "County" means WilsonCounty, Tennessee;

(d) "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;

(e) "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;

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

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

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

(i) "Projects" meansthe: (i) constructing, improving, renovating and equipping of a County library facility; and (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and

(j) "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; and

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 Bondsis substantially level. The Bonds will not have an optional redemption longer than approximately ten years from their date of issuance. Approximate debt service is attached hereto as Exhibit A, subject to change permitted by Section 8 hereof.

(b) The estimated interest expense and costs of issuance of the Bonds are also attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing fundsto finance, in whole, or in part, (i) the cost of the Projects; (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$2,555,000. 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 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, 2015. 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 2015 through 2035, inclusive. Attached hereto as Exhibit A 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, 2023 shall mature without option of redemption and Bonds maturing on April 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2023 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, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

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

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

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

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILSON
GENERAL OBLIGATION 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, 2015, 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>
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***Final Maturity**

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to 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 a county library facility; (ii) 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 of which this Bond is one, pursuant to Sections 9-21-101 etseq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 25th day of August, 2014 (the "Resolution").

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

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

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

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

WILSONCOUNTY

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 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%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the County's Finance Director and Financial 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 Financial 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 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, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the twenty-second fiscal year following the fiscal year of such series; and (C) the amortization does not require approval pursuant to Public Chapter 766 of the 2014 Public Acts of the State of Tennessee

(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 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 Financial Advisor, for financial 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.

(h) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, during which time no legally sufficient petition protesting the issuance of the Bond shall have been filed.

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 Series 2014 Library Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund 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 Financial 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. Earnings from such investments shall be, to the extent permitted by applicable law: (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 the extent permitted by applicable law to be used to pay interest on the Bonds. After completion of the Projects, to the extent permitted by applicable law, all remaining funds in the Construction Fund shall be deposited to the County's debt service fund.

(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 Stephens Inc., Nashville, Tennessee, the County's financial 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 Director of Finance 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 Director of Finance 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 Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, is greater than twenty-five (25) 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 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.

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 25th day of August, 2014.

County Mayor

Attested _____
County Clerk

RECOMMENDED FOR APPROVAL:

PUBLIC WORKS COMMITTEE
August 5, 2014
5-0-2

BUDGET COMMITTEE
August 12, 2014
5-0

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 meeting of the governing body of the County held on August 25, 2014; 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 General Obligation Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2014.

County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on August 25, 2014, 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:

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

WILSON COUNTY, TENNESSEE

\$2,555,000 General Obligation Bonds, Series 2014

Dated: September 1, 2014

New Money Portion

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2014	-	-	-	-	-
04/01/2015	50,000.00	0.350%	41,470.63	91,470.63	-
06/30/2015	-	-	-	-	91,470.63
10/01/2015	-	-	35,458.75	35,458.75	-
04/01/2016	50,000.00	0.550%	35,458.75	85,458.75	-
06/30/2016	-	-	-	-	120,917.50
10/01/2016	-	-	35,321.25	35,321.25	-
04/01/2017	50,000.00	0.850%	35,321.25	85,321.25	-
06/30/2017	-	-	-	-	120,642.50
10/01/2017	-	-	35,108.75	35,108.75	-
04/01/2018	110,000.00	1.150%	35,108.75	145,108.75	-
06/30/2018	-	-	-	-	180,217.50
10/01/2018	-	-	34,476.25	34,476.25	-
04/01/2019	110,000.00	1.500%	34,476.25	144,476.25	-
06/30/2019	-	-	-	-	178,952.50
10/01/2019	-	-	33,651.25	33,651.25	-
04/01/2020	110,000.00	1.800%	33,651.25	143,651.25	-
06/30/2020	-	-	-	-	177,302.50
10/01/2020	-	-	32,661.25	32,661.25	-
04/01/2021	115,000.00	2.050%	32,661.25	147,661.25	-
06/30/2021	-	-	-	-	180,322.50
10/01/2021	-	-	31,482.50	31,482.50	-
04/01/2022	115,000.00	2.300%	31,482.50	146,482.50	-
06/30/2022	-	-	-	-	177,965.00
10/01/2022	-	-	30,160.00	30,160.00	-
04/01/2023	120,000.00	2.500%	30,160.00	150,160.00	-
06/30/2023	-	-	-	-	180,320.00
10/01/2023	-	-	28,660.00	28,660.00	-
04/01/2024	120,000.00	2.600%	28,660.00	148,660.00	-
06/30/2024	-	-	-	-	177,320.00
10/01/2024	-	-	27,100.00	27,100.00	-
04/01/2025	125,000.00	2.750%	27,100.00	152,100.00	-
06/30/2025	-	-	-	-	179,200.00
10/01/2025	-	-	25,381.25	25,381.25	-
04/01/2026	130,000.00	2.950%	25,381.25	155,381.25	-
06/30/2026	-	-	-	-	180,762.50
10/01/2026	-	-	23,463.75	23,463.75	-
04/01/2027	130,000.00	3.150%	23,463.75	153,463.75	-
06/30/2027	-	-	-	-	176,927.50
10/01/2027	-	-	21,416.25	21,416.25	-
04/01/2028	135,000.00	3.250%	21,416.25	156,416.25	-
06/30/2028	-	-	-	-	177,832.50
10/01/2028	-	-	19,222.50	19,222.50	-

WILSON COUNTY, TENNESSEE

\$2,555,000 General Obligation Bonds, Series 2014

Dated: September 1, 2014

New Money Portion

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
04/01/2029	140,000.00	3.350%	19,222.50	159,222.50	-
06/30/2029	-	-	-	-	178,445.00
10/01/2029	-	-	16,877.50	16,877.50	-
04/01/2030	145,000.00	3.400%	16,877.50	161,877.50	-
06/30/2030	-	-	-	-	178,755.00
10/01/2030	-	-	14,412.50	14,412.50	-
04/01/2031	150,000.00	3.500%	14,412.50	164,412.50	-
06/30/2031	-	-	-	-	178,825.00
10/01/2031	-	-	11,787.50	11,787.50	-
04/01/2032	155,000.00	3.550%	11,787.50	166,787.50	-
06/30/2032	-	-	-	-	178,575.00
10/01/2032	-	-	9,036.25	9,036.25	-
04/01/2033	160,000.00	3.600%	9,036.25	169,036.25	-
06/30/2033	-	-	-	-	178,072.50
10/01/2033	-	-	6,156.25	6,156.25	-
04/01/2034	165,000.00	3.650%	6,156.25	171,156.25	-
06/30/2034	-	-	-	-	177,312.50
10/01/2034	-	-	3,145.00	3,145.00	-
04/01/2035	170,000.00	3.700%	3,145.00	173,145.00	-
06/30/2035	-	-	-	-	176,290.00
Total	\$2,555,000.00	-	\$991,428.13	\$3,546,428.13	-

WILSON COUNTY, TENNESSEE

\$2,555,000 General Obligation Bonds, Series 2014

Dated: September 1, 2014

New Money Portion

Detail Costs Of Issuance

Dated 09/01/2014 | Delivered 09/01/2014

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$6,000.00
Bond Counsel	\$9,500.00
S&P Credit Rating	\$8,755.00
POS/OS	\$3,500.00
Registration/Paying Agent	\$300.00
Miscellaneous	\$372.00
Underwriter's Discount	\$25,550.00 *
TOTAL	\$53,977.00

*Assumes maximum discount allowed by Resolution

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2014

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

Re: Issuance of Approximately \$2,555,000 in Aggregate Principal Amount of General Obligation 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 August 18, 2014 (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, if any, and review the bond purchase agreement, if sold at negotiated sale.

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. Opining on any continuing disclosure undertaking or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the 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. Our firm represents Stephens Inc. in matters unrelated to the Bonds. We believe this representation fits within the foregoing description. Execution of this letter will signify the Issuer's consent to such representation of the Underwriter and 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 \$9,500 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 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 \$9,500.

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

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

WILSON COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Randall Hutto, County Mayor

By: _____
Karen Neal, Member

13173132.1

14-8-7

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
APPROVING REGULATIONS GOVERNING THE USE OF THE COUNTY RIGHT-OF-WAY**

WHEREAS, the Tennessee Code allows utilities to be placed within the County right-of-way, and

WHEREAS, the Tennessee Code, although varying in particulars concerning specific types of utilities, generally requires that permission be obtained from the County legislative body, County Road Commission or the Chief Administrative Officer of the Road Department prior to entering upon the County right-of-way to perform work, and

WHEREAS, the Tennessee Code also generally requires that work performed within the County right-of-way be performed under the direction and control of the Chief Administrative Officer of the County Road Department, and

WHEREAS, it is impractical for permission to be granted on a case-by-case basis by the County Road Commission or the County legislative body, and

WHEREAS, it is necessary to establish clear procedures and rules, to be administered and enforced by the Chief Administrative Officer of the Road Department, for the use of the County right-of-way by utilities, so as to minimize interference with vehicular traffic, minimize damage to the County right-of-way, minimize risks to the public safety and convenience, and minimize damage to utilities, and

NOW THEREFORE, BE IT RESOLVED, by the Road Commission of Wilson County, Tennessee, meeting in regular session on this day 1st of August, 2014 and the Board of County Commissioners of Wilson County, Tennessee, meeting in regular session on this day 25th of August, 2014, that the following regulations shall apply to the use of County rights-of-way by utilities in Wilson County:

SECTION 1. The following regulations apply to all utilities. "Utilities" includes any line, system or facility, either underground or overhead, used for producing, storing, conveying, transmitting or distributing communications, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam or sewerage and other underground or overhead facilities and appliances. The regulations apply to all persons performing work within the County right-of-way. "Persons" includes, but is not limited to, individuals, utility districts, authorities, governmental entities and companies. "Persons" may also be referred to herein as "applicants". The regulations apply to the installation, maintenance and removal of utilities unless otherwise provided.

SECTION 2. Except in cases of an emergency as defined herein, persons must obtain a permit from the County Highway Department prior to performing any work within the County right-of-way. The permit request shall state the nature and purpose of the work to be performed, the date, location and estimated time of the beginning and end of the work at each site, and the name and contact information of the company or party to be performing the work. The permit request shall be accompanied by construction plans detailing the work to be performed. Applicants shall also provide copies of any permit(s) required by other governmental agencies. Persons making requests to perform work in the County right-of-way shall use the permit request form

designated as Attachment A to this Resolution. The permit may include special conditions, as determined in the sole discretion of the Chief Administrative Officer of the County Highway Department, for the protection of the County's property, roads and rights-of-way, as well as the welfare and safety of the general public. Acknowledgment of receipt of a copy of these regulations shall be a part of the permit request. By issuance of a permit, applicants will be required to conform to these regulations as well as any additional conditions set forth in writing by the Chief Administrative Officer of the County Highway Department. Once physical work has commenced within the right-of-way, applicants, as recipients of a permit, agree to perform the work in accordance with these regulations and the permit issued hereunder, as well as all other applicable permits, regulations, laws, agency rules, resolutions and ordinances. Wilson County assumes no responsibility for any damage to utilities installed after the effective date of these regulations and that are not installed in accordance with the provisions and conditions of the permit and these regulations. Wilson County assumes no responsibility for any damage to utilities not maintained or removed in accordance with the provisions and conditions of the permit and these regulations.

SECTION 3. Applicants shall submit a permit fee in the amount of Five Hundred Dollars (\$500.00) along with their permit request. The fee will be used to offset the County administrative and personnel cost related to the enforcement of these regulations.

SECTION 4. All utility installations, maintenance and removals shall be done in accordance with the applicable technical specifications set forth in Attachment B to this resolution and any subsequent specifications adopted by the county legislative body and the county highway commission. Persons shall pay the salary and expenses for any inspector(s) that the County Road Department may see fit to place upon the work site to ensure compliance with such technical specifications while any such inspector(s) may be assigned to the work site. The Chief Administrative Officer of the County Highway Department, before incurring any expenses expected to be charged to the applicant, shall advise the applicant in writing of this fact.

SECTION 5. The Department of Commerce and Insurance of the State of Tennessee (the "Department") requires that all persons contracting to perform construction work within the State be qualified and licensed by the department if the work is equal to or in excess of Twenty-Five Thousand Dollars (\$25,000.00). Requirements for obtaining such a license are determined by the Commissioner of the Department and may be obtained by contacting the Regulatory Boards Division. All persons and/or the company for which they are employed shall be duly licensed by the department, the State of Tennessee, and any other appropriate governmental agency. Proof of a currently valid Tennessee contractor's license shall be presented when request for a permit is made.

SECTION 6. As a condition of the issuance of a permit, applicants must provide proof of liability insurance with a minimum policy in the amount of One Million Dollars (\$1,000,000.00).

SECTION 7. If the work that is the subject of the permit request is not of an emergency nature, the Chief Administrative Officer of the County Road Department may refuse or delay approval of the permit request if approval would unduly interfere with the work of the County Road Department or would cause undue inconvenience to the public. However, the Chief

Administrative Officer's approval of the permit request shall not be unreasonably withheld. In the event of an emergency, persons will not be required to comply with the regular permitting requirements set forth herein. For purposes of these regulations, "emergency" means an imminent danger to life, health, or property, whenever there is a substantial likelihood that loss of life, health or property will result before the procedures in these regulations can be fully complied with. In the event of an emergency, notice of any work within the county right-of-way shall be given to the Chief Administrative Officer of the County Highway Department in writing in the manner provided by Section 2 or by telephone, within two (2) hours of the beginning of any such activity. If notice is given by telephone, the agent of the person making the call shall enter the date and time of the call, the nature, purpose, and location of the work to be performed, the estimated beginning and ending times of the work, and the name and contact information of the company or party to be performing the work, on a standard permit request form and deliver it to the Chief Administrative Officer of the County Road Department by the next business day.

SECTION 8. The Chief Administrative Officer of the County Road Department may require an applicant to post collateral to ensure that the County road and right-of-way will be repaired to the same quality as before the excavation or other work was performed. The Chief Administrative Officer will determine the form, amount and sufficiency of the collateral. Should the Chief Administrative Officer of the County Road Department execute settlement of the collateral, the proceeds from such execution shall be payable to the Wilson County Road Fund. In the event of an emergency, as defined herein, the Chief Administrative Officer of the County Road Department may require the person to post collateral as provided herein for non-emergency work as a condition for continuing work in the county right-of-way. In the event work is abandoned for a period of thirty (30) consecutive days or a time period specified in the permit, whichever is less, then the Chief Administrative Officer of the County Road Department shall be authorized to execute settlement of the collateral in his sole discretion. The proceeds from such execution shall be used to repair roads and rights of ways to pay all other reasonable costs. Any leftover proceeds will be returned to applicants.

SECTION 9. (a) Persons shall replace or repair any portion of the pavement, shoulders, bridges, culverts, or any other part of the County right-of-way that may be disturbed or damaged as a result of their work performed in the right-of-way. The County right-of-way shall be repaired following installation, maintenance and/or removal of utilities. The right-of-way shall also be repaired if damaged as a result of future line failure or leakage. The Chief Administrative Officer of the County Road Department shall be notified prior to any backfilling or bedding of any utility. In the event a person covers, conceals or obscures work in violation of these regulations or in violation of a directive from the Chief Administrative Officer of the County Road Department, such work shall be uncovered and displayed for the County's inspection upon request and shall be reworked at no cost in time or money to the County.

(b) Whenever practical, the Chief Administrative Officer of the County Road Department, upon the County Road Department receiving a permit request, shall inspect the site before the work begins and shall inspect the site after the work is completed. Inspection by an engineering firm, paid for by the applicant and hired or approved by the County, shall be required, at the discretion of

the Chief Administrative Officer of the County Highway Department, for extensive construction or work within the County right-of-way as a condition to issuance of the permit. In addition, persons shall reimburse the County for all testing, inspections, reasonable attorney and professional fees, and other expenses incurred as a result of any deficient work within ninety (90) days of receipt of an invoice from the County Road Department.

(c) After such inspection(s), if, in the opinion of the Chief Administrative Officer of the County Road Department, the condition of the roadway or right-of-way has been damaged and has not been properly repaired, the Chief Administrative Officer of the County Road Department shall determine the nature of the work necessary to return the roadway or right-of-way to a condition substantially equal to its condition before the work was performed, and shall give persons written notice of such deficiency in returning the roadway or right-of-way to its proper condition. As part of such notice, the Chief Administrative Officer shall inform the persons as to whether he/she has elected, in his/her sole discretion, to immediately execute settlement of the collateral and use the proceeds to repair the damage or to allow the persons to repair the damage themselves. If the Chief Administrative Officer elects to allow the persons to repair the damage themselves, such repairs must be completed to the satisfaction of the Chief Administrative Officer within thirty (30) days of receipt of the notice of deficiency. If the damage is not satisfactorily repaired within the thirty (30) day period, the Chief Administrative Officer shall execute settlement of the collateral and use the proceeds to repair the damage. Regardless of which option is initially chosen by the Chief Administrative Officer, if the collateral is not sufficient to complete the necessary repairs, the Chief Administrative Officer shall facilitate the necessary repairs and persons shall reimburse the County Road Department for the cost of such repairs within ninety (90) days of receipt of an invoice from the County Road Department.

SECTION 10. Persons performing work within the County right-of-way shall be responsible for road damages, personal injury, property damages or any other damages caused by any negligence on their part, including but not limited to, the improper placing of or failure to display construction signs, danger signs and other required signage and will bear any expense proximately caused by their operation on the right-of-way. This applies whether the applicant or someone acting on the applicant's behalf performs the work. Persons shall provide proper signage, flaggers, barricades, flashing lights or other methods to warn the public of open trenches, obstructions or other impediments to travel. Signage shall conform to the most current edition of the Manual on Uniform Traffic Control Devices. Persons shall keep all traveled ways clear of obstructions and equipment not directly connected with the project or operation. Any inspection or control exercised by the Chief Administrative Officer of the County Highway Department shall in no way relieve the applicant from any duty or responsibility to the general public nor shall such services and/or control by the Chief Administrative Officer of the County Road Department relieve the applicant from any liability for loss, damage, or injury to persons or adjacent properties.

SECTION 11. For all utilities located above ground, including location signage, persons shall maintain sufficient weed and brush control within a ten (10) foot radius such that said utilities are easily visible. Wilson County assumes no responsibility for any damage to any utility that is improperly located, signed or maintained for visibility.

SECTION 12. If, at any future time, it should become necessary in the maintenance, construction or reconstruction of a county road to have applicant's utilities removed in order that said road may be properly maintained, constructed or reconstructed or in the event said utilities should, at any time, interfere with the use of said road, the applicant agrees, upon being requested so to do by the Road Department, to remove said utilities promptly, at its own expense and without cost to the road department, unless any requested removal should be contrary to any law of the State.

SECTION 13. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the County road right-of-way and shall notify the respective owner(s) of any conflicts and secure the owner's permission for any alterations.

SECTION 14. By approving the applicant's permit request, the Wilson County Road Department does not grant the applicant any right, title or claim to any road right-of-way and in granting this permission to go upon the right-of-way does not, in any way, assume the maintenance of the applicant's utilities.

SECTION 15. Approval of an applicant's permit request shall become void if the work that is the subject of the request is not commenced within thirty (30) days of the date of the permit request.

SECTION 16. The Chief Administrative Officer of the County Road Department may employ the County Attorney, or other attorney as provided in Tennessee Code Annotated Section 54-7-110, to seek an injunction against any party in violation of these regulations. The Chief Administrative Officer of the County Road Department may issue a stop work order if work is being performed in violation of these regulations. Any person violating these regulations shall also be subject to a fine of up to Five Hundred Dollars (\$500.00) per violation, pursuant to Tennessee Code Annotated Section 5-1-121. A "violation" is defined as each day a person is in non-compliance with these regulations.

SECTION 17. A permit may be denied, suspended or revoked by the Chief Administrative Officer of the County Highway Department when the Chief Administrative Officer has determined that the operation is not being and/or will not be conducted in a manner as prescribed by applicable regulations, rules, resolutions, ordinances or laws. Any violations deemed of a significant nature by the Chief Administrative Officer of the County Highway Department, or unwarranted damages done to the road system, may result in a permit being denied, suspended or revoked. The Chief Administrative Officer of the County Road Department shall report all such actions to the County Road Commission and County Attorney. Failure to obtain a permit, abandoning the project, conducting work which is not in accordance with the plans approved by the Chief Administrative Officer of the County Road Department or obtaining a permit under the emergency provision when no emergency exists, may also be grounds for denial of future permit requests.

SECTION 18. Pursuant to the Competitive Cable and Video Services Act, Tennessee Code Annotated Section 7-59-310, as a condition of the issuance of a permit allowing for open trenching,

the applicant shall provide at least fifteen (15) days' notice prior to the initiation of any work in the County right-of-way to all providers of cable or video services within the County. The notice shall include the particular dates in which the trenches will be available for such cable or video service providers for the installation of conduit, pedestals or vaults, and laterals. This requirement shall be limited to new construction or property development in which utilities will be laid in the County right-of-way.

SECTION 19. In addition to complying with the regulations set forth herein, applicants shall also comply with any and all applicable subdivision and storm water regulations.

SECTION 20. In the event of the occurrence of extraordinary circumstances, the Chief Administrative Officer of the County Road Department may modify provisions of these regulations to address the particular situation. The burden of proving such extraordinary circumstances rests with the individual seeking relief. Monetary hardship shall not constitute extraordinary circumstances. Any such approval of a variance from these regulations and any modified conditions or specifications issued by the Chief Administrative Officer shall be in writing.

SECTION 21. These regulations shall be effective from and after August 25, 2014. Acknowledgment of receipt of a copy of these regulations shall be a part of the permit request.

SECTION 22. This resolution shall be effective from and after its passage, the public welfare requiring it.

APPROVED: _____, Chairman, Wilson County Road Commission

ATTEST: _____, Secretary, Wilson County Road Commission

DATE: _____

APPROVED: _____, Wilson County Mayor

ATTEST: _____, Wilson County Clerk

DATE: _____

RECOMMENDED FOR APPROVAL:

WILSON COUNTY ROAD COMMISSION
August 1, 2014
4-0-1

14-8-8

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY SHERIFF ROBERT BRYAN

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County Sheriff Robert Bryan has filed his bond pursuant to statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on August 25, 2014 that the bond of Wilson County Sheriff Robert Bryan be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR



SURETY'S BOND NO. LSM0641078

STATE OF TENNESSEE
COUNTY OF Wilson

OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS

OFFICE OF Sheriff

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The said Principal was duly elected appointed to the office of Sheriff
of and for Wilson
County for the 4 year term beginning on the 1st day of September, 2014, and ending on the 1st day of
September, 2018.

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

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

WITNESS our hands and seals this 12th day of August, 2014.

WITNESS-ATTEST:

Jessie

Tennessee Resident Agent

PRINCIPAL:

Robert Clifton Bryan
Robert Clifton Bryan

SURETY:

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

COUNTERSIGNED BY:

Tennessee Resident Agent

(Attach evidence of authority to execute)



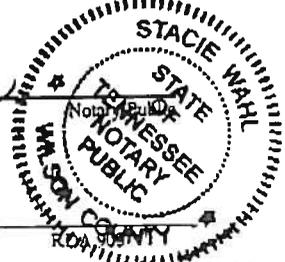
ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TN
COUNTY OF Wilson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Robert Bryan
Robert Clifton Bryan to me known (or
proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 15th day of August, 2014.
My Commission Expires: 5-3-16

Jessie



14-8-9

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY CIRCUIT CLERK DEBBIE MOSS

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County Circuit Clerk Debbie Moss has filed her bond pursuant to statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on August 25, 2014 that the bond of Wilson County Circuit Clerk Debbie Moss be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR



SURETY'S BOND NO. LSM0641358

STATE OF TENNESSEE
COUNTY OF Wilson
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Circuit Court Clerk

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The said Principal was duly elected appointed to the office of Circuit Court Clerk
of and for Wilson
County for the 4 year term beginning on the 1st day of September, 2014, and ending on the 1st day of
September, 2018.

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

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

WITNESS our hands and seals this 15th day of August, 2014.

WITNESS-ATTEST:

Honey Hughes

PRINCIPAL:

Debbie Moss
Debbie Moss

SURETY:

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

COUNTERSIGNED BY:

Tennessee Resident Agent.

(Attach evidence of authority to execute bond)

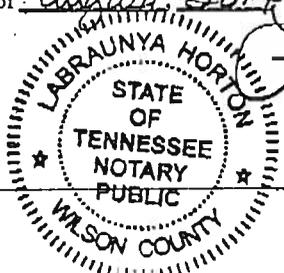


ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Wilson

Before me, a Notary Public, of the State and County aforesaid, personally appeared _____
Debbie Moss, to me known (or
proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 15 day of August, 2014
My Commission Expires: DEC 10, 2017



Labraunya Horton
Notary Public

14-8-10

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY REGISTER OF DEEDS BEV SPICKARD

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County Register of Deeds Bev Spickard has filed his bond pursuant to statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on August 25, 2014 that the bond of Wilson County Register of Deeds Bev Spickard be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR



SURETY'S BOND NO. LSM0641082

STATE OF TENNESSEE
COUNTY OF Wilson
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Register of Deeds

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The said Principal was duly elected appointed to the office of Register of Deeds
of and for Wilson
County for the 4 year term beginning on the 1st day of September, 2014, and ending on the 1st day of
September, 2018.

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

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

WITNESS our hands and seals this 12th day of August, 2014.

WITNESS-ATTEST:

[Signature]

PRINCIPAL:

John Beverly Spickard
[Signature]

SURETY:

RLI Insurance Company
by: Cynthia Hunter
Attorney in Fact

COUNTERSIGNED BY:

[Signature]
Tennessee Resident Agent

Cynthia Hunter

(Attach evidence of authority to execute)



ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TN
COUNTY OF Wilson

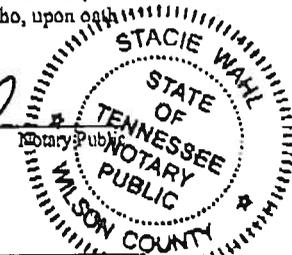
Before me, a Notary Public, of the State and County aforesaid, personally appeared John Beverly Spickard
John Beverly Spickard, to me known (or

proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 15th day of August, 2014.

My Commission Expires:
5-31-16

John Beverly Spickard
[Signature]



14-8-11

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY COURT CLERK JIM GOODALL

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County County Clerk Jim Goodall has filed his bond pursuant to statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on August 25, 2014 that the bond of Wilson County County Clerk Jim Goodall be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR

14-8-12

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO APPROVE AND ACCEPT THE BOND OF WILSON COUNTY MAYOR RANDALL HUTTO

WHEREAS, Jim Goodall, Wilson County Clerk, has certified according to the records of his office that Wilson County Mayor Randall Hutto has filed his bond pursuant to statute; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee meeting in regular session on August 25, 2014 that the bond of Wilson County Mayor Randall Hutto be approved and recorded in the office of the Register of Deeds the same as bonds of other County officials.

SPONSOR

14-8-13

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE
AUTHORIZING A CONTINUOUS ONE AND ONE-HALF PERCENT (1.5%) SALARY INCREASE FOR ALL
GENERAL FUND EMPLOYEES, INCLUDING LIBRARY EMPLOYEES, AND AN ADDITIONAL ONE-HALF
PERCENT (1/2%) TO THE COUNTY'S INSURANCE FUND**

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby authorize a continuous One and One-Half Percent (1.5%) salary increase for all General Fund employees, including Library employees, effective _____ 1, 2014.

BE IT FURTHER RESOLVED that an additional One-Half Percent (1/2%) be appropriated to the County's Insurance Fund each fiscal year.

BE IT FURTHER RESOLVED that this salary increase, and additional appropriation to the Insurance Fund, shall occur annually so long as the County's growth rate for that fiscal year is 3.5% or more. Should the County's growth rate be less than 3.5%, any salary increase, in any amount, and any additional appropriation to the County's Insurance Fund, shall be at the discretion of the Budget Committee and the Wilson County Commission.

SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE
August 12, 2014
5-0

14-8-14

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,
TENNESSEE ESTABLISHING AN INCREASE IN THE RATE OF COMPENSATION FOR
COUNTY COMMISSIONERS**

WHEREAS, Tennessee Code Annotated 8-24-101 provides for the compensation of County officers and Clerks of the Court which can be increased on an annual basis; and

WHEREAS, TCA §8-24-101 "Classification of Counties" determines that Wilson County is a Class III county; and

WHEREAS, TCA §8-24-102 establishes the compensation to be received by the various County officers, "General Officers" includes Assessors of Property, County Clerks, Clerks and Masters of Chancery Courts, Clerks of Probate Courts, Clerks of Circuit Courts, Clerks of General Sessions Courts, Clerks of Criminal Courts, Juvenile Court Clerks, County Trustees and Register of Deeds and establishes the minimum compensation per year; and

WHEREAS, this compensation can be increased annually, beginning July 1 of each year, by the State Legislature and is usually increased on a percentage basis; and

WHEREAS, it appears to be a fair index to determine the rate of increase in salary, if any, of the offices named above; and

WHEREAS, it appears proper to allow a similar percentage increase in the rate of pay for Wilson County Commissioners on an annual basis each time the compensation, or salaries, for the various County Officers named above is increased;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the rate of pay for a Wilson County Commissioner be increased by the same percentage when the State Legislature determines to give the County Officers listed above an increase in salary on September 1 of that year.

BE IT FURTHER RESOLVED that the rate of increase for fiscal year 2014-2015 for General Officers be applied to the compensation for Wilson County Commissioners, effective September 1, 2014.

BE IT FURTHER RESOLVED that this method of establishing the rate of pay and salary for Wilson County Commissioners be permanent, beginning with the rate of pay for fiscal year September 1, 2014.

Commissioner Frank Bush
SPONSOR

14-8-15

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF WILSON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015.

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee, assembled in session the 25th day of August 2014, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Wilson County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2014 and ending June 30, 2015, according to the following schedule:

GENERAL FUND

County Commission	\$	170,284
Board of Equalization		8,746
Beer Board		3,230
Other Boards and Committees		18,155
County Mayor		281,831
Human Resources		130,719
County Attorney		231,727
Election Commission & Voter Register		754,539
Register of Deeds		234,117
Planning		410,282
Codes Compliance		380,855
County Buildings		1,681,093
Information Technology		80,000
Other General Administration (ADA)		49,928
Preservation of Records		112,599
Accounting and Budgeting		657,029
Property Assessor		1,058,083
County Trustee's Office		361,906
County Clerk's Office		477,546
Circuit Court		843,415
General Sessions Judges		786,510
Drug Court		205,626
Chancery Court		754,487
Judicial Commissioners		521,414
Probation Services		345,885
Courtroom Security		7,500
Victim Assistance Program (CASA)		100,000
Sheriff's Department		10,104,883
Special Patrols		5,000

Administration of Sexual Offender	7,500
Jail	7,217,462
Workhouse	161,458
Prisoner & Commissary Expense	240,000
Juvenile Services	295,473
Civil Defense	8,866,420
County Coroner/Medical Examiner	171,115
Local Health Center	71,420
Animal Control	247,702
Other Local Health Services	918,544
Appropriations to State	78,493
Other Local Welfare Services	5,200
Other Public Health	44,560
Libraries	806,326
Other Social, Cultural & Recreational	65,000
Agricultural Extension Service	265,290
Forest Service	2,000
Soil Conservation	74,026
Storm Water Management	260,023
Tourism	100,219
Economic and Community Development	265,024
Other Economic & Community Dev.	43,000
Veterans' Services	138,115
Other Charges	2,810,521
Contributions to Other Agencies	190,000

Total General Fund	<u>\$ 44,122,280</u>
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AG CENTER

Other Agriculture & Natural Resources	\$ 913,631
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Total County Farm (Ag Center)	<u>\$ 913,631</u>
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AMBULANCE FUND

Ambulance Service	\$ 265,000
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Total Ambulance Fund	<u>\$ 265,000</u>
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DRUG FUND

Drug Fund	\$	104,000
Total Drug Fund	\$	<u>104,000</u>

SPORTS AUTHORITY

Operating Transfers to Component Units	\$	969,278
Total Sports Authority	\$	<u>969,278</u>

CAPITAL PROJECTS

Capital Projects	\$	1,491,818
Total Capital Projects	\$	<u>1,491,818</u>

HIGHWAY/PUBLIC WORKS FUND

Administration	\$	342,100
Highway & Bridge Maintenance		4,034,648
Operation & Maint. Of Equipment		1,106,879
Other Charges		304,273
Employee Benefits		1,415,883
Capital Outlay		1,130,000
Total Highway/Public Works Fund		<u>8,362,408</u>

HIGHWAY CAPITAL PROJECTS FUND

Highway & Streets Capital Outlay	\$	1,637,000
Total Highway & Streets Capital Outlay	\$	<u>1,637,000</u>

GENERAL PURPOSE SCHOOL FUND

Regular Instruction	\$ 58,502,867
Alternative School	736,241
Special Education Program	8,674,988
Vocational Education Program	4,346,691
Attendance	181,464
Health Service	1,384,907
Other Student Support	2,260,541
Regular Instruction Program	5,482,692
Alternative School	165,960
Special Education Program	1,446,042
Vocational Program	120,992
Board of Education	1,777,608
Office of the Superintendent	356,840
Office of the Principal	8,273,795
Fiscal Services	493,352
Human Services (Resources) Personnel	514,334
Operation of Plant	9,021,824
Maintenance of Plant	2,144,925
Transportation	8,047,548
Central & Other	242,331
Community Services	871,000
Early Childhood Education	1,060,518
Capital Outlay	695,000
Education Debt Service	1,302,396
Total General Purpose School Fund	<u>\$ 118,104,856</u>

SCHOOL FEDERAL PROJECTS FUND

Regular Instruction Program	\$ 1,237,723
Special Education Program	2,893,746
Vocational Education Program	151,454
Health Services	3,100
Other Student Support	436,089
Instructional Staff	548,933
Special Education Support	16,699
Other Uses	219,477
Maintenance of Plant	16,300
Total School Federal Projects Fund	<u>\$ 5,523,521</u>

CENTRAL CAFETERIA FUND

Food Services	\$ 6,397,500
Total Central Cafeteria Fund	<u>\$ 6,397,500</u>

EXTENDED SCHOOL PROGRAM FUND

Community Services	\$ 3,292,831
Total Extended School Program Fund	<u>\$ 3,292,831</u>

SOLID WASTE/SANITATION FUND

Convenience Centers	\$ 2,066,991
Total Solid Waste/Sanitation Fund	<u>\$ 2,066,991</u>

SOLID WASTE DISPOSAL FUND

Landfill Operation & Maintenance	\$ 658,438
Other Waste Disposal	130,000
Total Solid Waste Disposal Fund	<u>\$ 788,438</u>

GENERAL DEBT SERVICE FUND

Principal	\$ 7,715,000
Interest	5,858,043
Other Charges	250,871
Total General Debt Service Fund	<u>\$ 13,823,914</u>

RURAL DEBT SERVICE FUND

Education Debt Service	\$ 4,517,214
Total Rural Debt Service Fund	<u>\$ 4,517,214</u>

SPECIAL PURPOSE FUND

County Buildings	\$	59,000
Education Debt Service		5,210,706
Total Special Purpose Fund	<u>\$</u>	<u>5,269,706</u>

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff may be made for such purpose and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget shall be approved as provided in Section 5-9-407, T.C.A.

One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Wilson County Board Education under No Child Left Behind Guidelines.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER RESOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2014-15 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Executive and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2015.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent County property taxes for the year 2013 and prior years and the interest and penalty thereon collected during the year ending June 30, 2015 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2014. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse, and be of no further effect at the end of the fiscal year at June 30, 2015.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2014. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this the 25th day of August 2014.

RESOLUTION FIXING THE TAX LEVY IN
 WILSON COUNTY, TENNESSEE
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2014

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee, assembled in session on this day of 25th of August 2014 that the combined property tax rate for Wilson County, Tennessee for the fiscal year beginning July 1, 2014 shall be \$2.5704 on each \$100 of taxable property, which is to provide revenue for each of the funds and otherwise conform to the following levies:

Fund	Property Tax Rate
General	\$ 0.8106
Ag Center	0.0199
Highway/Public Works	0.1310
Highway Capital Projects	0.0540
General Purpose School	1.2970
Solid Waste/Sanitation	0.0492
General Debt Service	0.2087
 Total	 <u>\$ 2.5704</u>

SECTION 2. BE IT FURTHER RESOLVED the proceeds of the gross receipts tax shall accrue to the General Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Wilson County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this the 25th day of August 2014.

TAXEST

Wilson County, Tennessee
 Statement of Estimated Revenue from Current Property Taxes
 2014 Assessments Based Upon Estimates
 Assessed Valuation \$ 3,155,992,063

Fund	Proposed Tax Rate	Amount of Tax Levy	Reserve for Delinquency	Net Estimated Collection of Taxes
General	\$ 0.8106	\$ 25,582,472	\$ 1,023,299	\$ 24,559,173
Ag Center	0.0199	628,042	25,122	602,921
Highway/Public Works	0.1310	4,134,350	165,374	3,968,976
Highway Capital Projects	0.0540	1,704,236	68,169	1,636,066
General Purpose School	1.2970	40,933,217	1,637,329	39,295,888
Solid Waste/Sanitation	0.0492	1,552,748	62,110	1,490,638
General Debt Service	0.2087	6,586,555	263,462	6,323,093
Total	\$ 2.5704	\$ 81,121,620	\$ 3,244,865	\$ 77,876,755

General Purpose School	\$ 32,991,331
10th Special School District	6,762,050
Total Schools	\$ 39,295,888

SUMSTATE

Wilson County, Tennessee
 Summary Statement of Proposed Operations
 For the Fiscal Year Ending June 30, 2015

Fund	Estimated Beginning Fund Balance 1-Jul-14	Estimated Revenue and Other Sources	Estimated Expenditures and Other Uses	Estimated Ending Fund Balance 30-Jun-15
General	\$ 6,053,046	\$ 42,134,583	\$ 44,122,280	\$ 4,065,349
Ag Center	382,499	833,901	913,631	302,769
Sports Authority	-	969,278	969,278	-
Capital Projects	2,079,472	1,715,000	1,491,818	2,302,654
Highway/Public Works	6,625,413	7,137,416	8,362,408	5,400,421
Highway Capital Projects	533,829	1,695,827	1,637,000	592,656
General Purpose School	10,774,928	120,403,592	118,104,856	13,073,664
School Federal Projects	104,508	5,523,521	5,523,521	104,508
Central Cafeteria	3,486,129	6,119,000	6,397,500	3,207,629
Extended School Program	594,967	2,900,000	3,292,831	202,136
Solid Waste/Sanitation	504,080	1,861,038	2,066,991	298,127
Solid Waste Disposal	3,046,014	395,000	788,438	2,652,576
General Debt Service	12,768,273	13,264,080	13,823,914	12,208,439
Rural Debt Service	1,036,715	4,548,548	4,517,214	1,068,049
Special Purpose (School Construction)	3,652,616	6,126,679	5,269,706	4,509,589
Total	\$ 51,642,489	\$ 215,627,463	\$ 217,281,386	\$ 49,988,566