

BUDGET COMMITTEE MINUTES

The Budget Committee of the County Commission of Wilson County, Tennessee met in regular session on Thursday, May 7, 2015 at 7:00 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were County Mayor Randall Hutto and Commissioners Annette Stafford, Gary Keith and Jerry McFarland, being all the members of the Committee with the exception of Commissioner Mike Justice, who was absent. Also present was Finance Director Aaron Maynard, Commissioners Joy Bishop, Bobby Franklin, Terry Scruggs, Chad Barnard, Sue Vanatta and Kenneth Reich, WEMA Director Joey Cooper, EMS Chief Brian Newberry and County Attorney Michael R. Jennings.

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

The minutes of the May 4, 2015 joint meeting of the Education and Budget Committees were presented. Motion to approve these minutes was made by Commissioner Keith, seconded by Commissioner Stafford and carried by vote of 4 for with one being absent.

Finance Director Maynard presented the Financial Report. He noted his concern that the business tax is still slow coming in from the State of Tennessee. He reminded the Committee that business tax collections, in the past, have come in directly to the county at different times through the year. Now all these are paid through the State and are due in April. Even without yet having received all the business tax budgeted for this year, our revenues stand at 91.51%. Director Maynard advised that everything major is running "in trend" and reminded the Committee that, during this time of the year, it is not unusual for some small line items to run under projection or slightly over projection. Motion to receive the Financial Report was made by Commissioner Keith, seconded by Commissioner Stafford and carried by vote of 4 for with one being absent.

Finance Director Maynard presented a budget amendment request for the Ward Agricultural Center. Motion to recommend this budget amendment request to the County Commission was made by Commissioner Keith, seconded by Mayor Hutto and carried by vote of 4 for with one being absent.

Director Maynard presented a budget amendment request for additional funding for the Employee Insurance Fund. He explained the need for this funding. Commissioner Keith reminded the Committee that this amendment would be for a figure up to \$1.2 million dollars. Director Maynard advised that he will draw on this money only what is needed. Commissioner Keith asked about the balance of the Insurance Fund account at this time. Director Maynard advised that, on April 30, 2015, the balance was at \$127,000. A general discussion was held on this budget amendment request. Director Maynard advised the Committee that the Insurance Committee is looking at other options for the next year to help with this fund. Motion to recommend approval of this budget amendment request to the County Commission so that there will be no audit finding was made by Mayor Hutto, seconded by Commissioner Stafford and carried by vote of 4 for with one being absent.

Director Maynard presented a budget amendment request for WEMA from the Capital Projects Fund. This is to purchase two new fire trucks. In response to a Committee member's question, he informed the Committee that there is a \$2.5 million dollar balance in this fund. It will take 8 months to build and deliver these fire trucks. These were bid out. Motion to recommend this budget amendment request to the County Commission was made by Commissioner Keith, seconded by Commissioner Stafford and carried by vote of 4 for with one being absent.

Director Maynard presented an initial resolution and another resolution authorizing the issuance of General Obligation Bonds in an amount not to exceed \$10 million dollars. Ashley McAnulty of Stevens, Inc. was present and advised that the initial resolution is required by State law because of the issuance of new money. The other, more lengthy resolution, contains the details and framework for the actual issuance of the bonds. Motion to recommend these resolutions to the County Commission was made by Commissioner Keith, seconded by Commissioner Stafford and carried by vote of 4 for with one being absent.

Chairman Justice arrived at the meeting. He requested that Vice Chairman McFarland continue to chair the meeting.

At the request of Commissioner McFarland, Director Maynard distributed three handouts showing the County's current debt service requirements in the General Debt Service Fund, the Rural Debt Service Fund and the Special Purpose Tax Fund. The Committee reviewed the contents of these handouts. It was noted that all the 2015 debt payments required in the General Debt Service have already been made. With regard to the Special Purpose Tax Fund, Director Maynard reminded the Committee that a lot of the money contained in this fund is transferred to the Rural Debt Service Fund during each year.

Insurance Committee Chairman Kenneth Reich addressed the Committee concerning the proposed resolution for convalescent ambulance service. This has been discussed for several months at both the EMA Committee and this Committee. The last time this proposed resolution was considered at this Committee, changes were suggested. Those changes include an inspection by WEMA and the reduction of fees to be charged. The changes have been made. Commissioner McFarland expressed his concern that we are regulating a business. After further discussion, motion to recommend approval of this resolution was made by Commissioner Keith. Commissioner Stafford asked where this money would be placed in the budget. The response was that it would be placed in the Ambulance Fund. The motion was seconded by Commissioner Justice. The motion then carried by vote of 4 for with Commissioner McFarland voting "no". His concern is that we are getting into the regulatory business.

Commissioner Marlowe addressed the Committee and advised that both the Animal Control Committee and the Development and Tourism Committee had approved budgets this evening to go to the Budget Committee. Should we present them tonight? Director Maynard responded that his plan had been to bring all status quo budgets to the Budget Committee in June for consideration to begin. He would ask that these budgets be given to him and they will be brought back to the June Budget Committee meeting.

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

SECRETARY

15-5-2

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,
TENNESSEE TO ESTABLISH THE SPEED LIMIT ON SPAIN HILL ROAD AT 40 MPH**

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the speed limit on Spain Hill Road from St. John's Road to the Rutherford County line be established and posted as 40 mph. The Road Commission is specifically directed to so post this road in both directions as soon as possible after the adoption of this resolution.

Commissioner Terry Scruggs
SPONSOR

RECOMMENDED FOR APPROVAL:

WILSON COUNTY ROAD COMMISSION
April 10, 2015
5-0

AMENDED BY WILSON COUNTY ROAD COMMISSION
May 1, 2015
5-0

15-5-3

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO
AMEND THE BUDGET AND APPROPRIATION RESOLUTION FOR FISCAL YEAR 2014-2015 TO MAKE AN
ADDITIONAL APPROPRIATION FROM THE GENERAL FUND BALANCE TO MEDICAL INSURANCE**

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the budget and appropriation resolution for fiscal year 2014-2015 be, and the same is hereby amended, by making an additional appropriation from the General Fund balance to Medical Insurance, all as shown on the attached budget amendment request form.

SPONSOR

RECOMMENDED FOR APPROVAL:

INSURANCE COMMITTEE
April 30, 2015
5-0

BUDGET COMMITTEE
May 7, 2015
4-0-1

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF WILSONCOUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, etseq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance public works projects; and

WHEREAS, the Board of County Commissioners of WilsonCounty, Tennessee (the "County") hereby determines that it is necessary and advisable to issue not to exceed \$10,000,000 in aggregate principal amount of general obligation bonds, in one or more series, for the purpose of providing funds for the:(i) construction and equipping of a County exposition, civic and recreation center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) acquisition of all property real and personal appurtenant to the foregoing; (iv) extension of streets, roads, utilities and infrastructure related to the foregoing; (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$10,000,000for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published, as required by law; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$10,000,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, etseq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bonds" means the not to exceed \$10,000,000General ObligationBonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its

nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

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

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

(i) "Projects" meansthe: (i) construction and equipping of a County exposition, civic and recreation center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) acquisition of all property real and personal appurtenant to the foregoing; and (iv) extension of streets, roads, utilities and infrastructure related to 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. The term of the Bonds will not exceed the useful economic life of the Projects. The debt service on the Bondssubstantially level.The Bonds will not have an optional redemption longer than approximately ten years from their date of issuance. Approximate debt service, the estimated interest expense and costs of issuance of the Bondsare attached hereto as Exhibit A, subject to change permitted by Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing 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 \$10,000,000. 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 April1 and October1 in

each year, commencing October 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 2017 through 2036, 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, 2024 shall mature without option of redemption and Bonds maturing on April 1, 2025 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2024 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 OBLIGATIONBOND,
SERIES _____

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, WilsonCounty, 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 October 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) construction and equipping of a County exposition, civic and recreation center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) acquisition of all property real and personal appurtenant to the foregoing; (iv) extension of streets, roads, utilities and infrastructure related to the foregoing; (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (vi) 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 18th day of May, 2015(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 Municipal Advisor.

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

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

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

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

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation 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 October 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 Section 9-21-134 Tennessee Code Annotated;

(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 Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit B.

(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 2015ExpoConstruction 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 Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Moneys in the Construction Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law to the extent permitted by applicable law. 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 the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Finance Director and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Finance Director and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

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

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

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

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

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

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

of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

Section 12. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the 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 18th day of May, 2015.

County Mayor

Attested _____
County Clerk

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE
May 7, 2015
4-0-1

STATE OF TENNESSEE)

COUNTY OF WILSON)

I, J.H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a 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 not to exceed \$10,000,000 General Obligation Bonds.

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

County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on May 18, 2015, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

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

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

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

AYE:

NAY:

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2015	-	-	-	-	-
10/01/2015	-	-	94,363.33	94,363.33	-
04/01/2016	-	-	141,545.00	141,545.00	-
06/30/2016	-	-	-	-	235,908.33
10/01/2016	-	-	141,545.00	141,545.00	-
04/01/2017	200,000.00	0.700%	141,545.00	341,545.00	-
06/30/2017	-	-	-	-	483,090.00
10/01/2017	-	-	140,845.00	140,845.00	-
04/01/2018	200,000.00	1.050%	140,845.00	340,845.00	-
06/30/2018	-	-	-	-	481,690.00
10/01/2018	-	-	139,795.00	139,795.00	-
04/01/2019	435,000.00	1.300%	139,795.00	574,795.00	-
06/30/2019	-	-	-	-	714,590.00
10/01/2019	-	-	136,967.50	136,967.50	-
04/01/2020	440,000.00	1.500%	136,967.50	576,967.50	-
06/30/2020	-	-	-	-	713,935.00
10/01/2020	-	-	133,667.50	133,667.50	-
04/01/2021	445,000.00	1.700%	133,667.50	578,667.50	-
06/30/2021	-	-	-	-	712,335.00
10/01/2021	-	-	129,885.00	129,885.00	-
04/01/2022	455,000.00	1.900%	129,885.00	584,885.00	-
06/30/2022	-	-	-	-	714,770.00
10/01/2022	-	-	125,562.50	125,562.50	-
04/01/2023	460,000.00	2.150%	125,562.50	585,562.50	-
06/30/2023	-	-	-	-	711,125.00
10/01/2023	-	-	120,617.50	120,617.50	-
04/01/2024	470,000.00	2.400%	120,617.50	590,617.50	-
06/30/2024	-	-	-	-	711,235.00
10/01/2024	-	-	114,977.50	114,977.50	-
04/01/2025	485,000.00	2.600%	114,977.50	599,977.50	-
06/30/2025	-	-	-	-	714,955.00
10/01/2025	-	-	108,672.50	108,672.50	-
04/01/2026	495,000.00	2.750%	108,672.50	603,672.50	-
06/30/2026	-	-	-	-	712,345.00
10/01/2026	-	-	101,866.25	101,866.25	-
04/01/2027	510,000.00	3.050%	101,866.25	611,866.25	-
06/30/2027	-	-	-	-	713,732.50
10/01/2027	-	-	94,088.75	94,088.75	-
04/01/2028	525,000.00	3.150%	94,088.75	619,088.75	-
06/30/2028	-	-	-	-	713,177.50
10/01/2028	-	-	85,820.00	85,820.00	-

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2029	540,000.00	3.250%	85,820.00	625,820.00	-
06/30/2029	-	-	-	-	711,640.00
10/01/2029	-	-	77,045.00	77,045.00	-
04/01/2030	560,000.00	3.350%	77,045.00	637,045.00	-
06/30/2030	-	-	-	-	714,090.00
10/01/2030	-	-	67,665.00	67,665.00	-
04/01/2031	575,000.00	3.450%	67,665.00	642,665.00	-
06/30/2031	-	-	-	-	710,330.00
10/01/2031	-	-	57,746.25	57,746.25	-
04/01/2032	595,000.00	3.500%	57,746.25	652,746.25	-
06/30/2032	-	-	-	-	710,492.50
10/01/2032	-	-	47,333.75	47,333.75	-
04/01/2033	620,000.00	3.550%	47,333.75	667,333.75	-
06/30/2033	-	-	-	-	714,667.50
10/01/2033	-	-	36,328.75	36,328.75	-
04/01/2034	640,000.00	3.600%	36,328.75	676,328.75	-
06/30/2034	-	-	-	-	712,657.50
10/01/2034	-	-	24,808.75	24,808.75	-
04/01/2035	665,000.00	3.650%	24,808.75	689,808.75	-
06/30/2035	-	-	-	-	714,617.50
10/01/2035	-	-	12,672.50	12,672.50	-
04/01/2036	685,000.00	3.700%	12,672.50	697,672.50	-
06/30/2036	-	-	-	-	710,345.00
Total	\$10,000,000.00	-	\$4,031,728.33	\$14,031,728.33	-

**ESTIMATED
COSTS OF ISSUANCE DETAIL**

Bond Counsel	\$18,500.00
Municipal Advisor	\$22,000.00
Rating Agency Fee	\$17,500.00
Preliminary Official Statement (Prep., Prntg., Dist.)	\$3,742.00
Final Official Stmt. (Prep., Prntg. Dist.)	\$3,244.00
Miscellaneous	\$1,239.00
Underwriter's Discount	\$50,000.00
Registration/Paying Agent	\$600.00
TOTAL	\$116,825.00

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2015

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

Re: Issuance of Approximately \$10,000,000 in Aggregate Principal Amount of General Obligation Bonds.

Dear MayorHutto:

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 May 18, 2015(the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, 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. 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 \$18,500 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 the amount set forth above.

RECORDS

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

OTHER MATTERS

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

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, 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

14225089.1

15-5-5

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) OF GENERAL OBLIGATION BONDS OF WILSON COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee (the "County") that for the purpose of providing funds for the (i) construction and equipping of a County exposition, civic and recreation center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iii) acquisition of all property real and personal appurtenant to the foregoing; (iv) extension of streets, roads, utilities and infrastructure related to the foregoing; (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein, there shall be issued bonds, in one or more emissions, of the County in the aggregate principal amount of not to exceed \$10,000,000, which 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 emission thereof, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$10,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

J.H. Goodall, County Clerk

Thereupon, the County Mayor declared said resolution to have been duly and regularly adopted and said resolution was signed and approved by the County Mayor and County Clerk in open meeting.

County Mayor

ATTEST:

County Clerk

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE

May 7, 2015

4-0-1

STATE OF TENNESSEE)

COUNTY OF WILSON)

I, J.H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on May 18, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$10,000,000 General Obligation Bonds.

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

County Clerk

(SEAL)

The Board of County Commissioners of Wilson County, Tennessee, met in a session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on May 18, 2015, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

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

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

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

AYE:

NAY:

A RESOLUTION ESTABLISHING REGULATIONS AND REQUIREMENTS FOR THE OPERATION OF PATIENT TRANSPORT SERVICES IN WILSON COUNTY; GRANTING EXCLUSIVE SERVICE RIGHTS TO WILSON COUNTY EMERGENCY MANAGEMENT AGENCY TO OPERATE AND MAINTAIN AN AMBULANCE SERVICE AS THE PRIMARY SERVICE PROVIDER OF PATIENT TRANSPORT AND EMERGENCY MEDICAL CARE SERVICES WITHIN THE BORDERS OF WILSON COUNTY; AND DECLARING THAT THE OPERATION OF AMBULANCE SERVICES WITHIN WILSON COUNTY IS A PUBLIC SERVICE NECESSARY FOR THE CONVENIENCE AND PROTECTION OF THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS AND INHABITANTS OF THIS COUNTY.

WHEREAS, pursuant to the legal authority vested in cities and counties under the laws of the State of Tennessee, the Wilson County Board of County Commissioners hereby promulgates reasonable and legitimate governmental restrictions on private and nonprofit ambulance services operating in the county and formerly declares that the Wilson County Emergency Management Agency is the primary provider of patient transport services within the County, and in so adopts regulations to guarantee the integrity and level of competence for emergency medical and patient transport services operating within Wilson County, and

WHEREAS, T.C.A. § 7-61-102 provides that the governing body of any county or city of the State of Tennessee may provide, maintain and do all things necessary to provide ambulance service as a public service, and

WHEREAS, T.C.A. § 7-61-103 states the governing body of any county or city may license, franchise, or contract for private operators or nonprofit general welfare corporations to provide ambulance service. In order to protect the public health and welfare, any county or city may adopt and enforce reasonable regulations to control the provision of private or nonprofit ambulance service, and

WHEREAS, the Wilson County Board of County Commissioners so declares that the operation of an ambulance service within the borders of Wilson County is a public service and not a business of common right, and the protection of the public health, safety and welfare outweighs the burden of these restrictions on the private and nonprofit entities they are designed to regulate, and

WHEREAS, the operation of a public ambulance service within Wilson County is a reasonable and legitimate governmental interest and so subject to the adoption and enforcement of local regulations and controls designed to protect the health, safety and welfare of the citizens of Wilson County, and

WHEREAS, it is within the legislative discretion of the Wilson County Board of County Commissioners to so designate an ambulance service as the subject of exclusive primary service provider rights, and to further operate and maintain an ambulance service for the benefit of the citizens of Wilson County, and

WHEREAS, T.C.A. § 7-61-104 dictates that no county may provide and maintain, license, franchise, or contract for ambulance service within the boundaries of a city or another county, and no city may provide and maintain, license, franchise, or contract for ambulance service outside its corporate boundaries, without the approval of the governing body of the area to be served.

WHEREAS, all application and permit fees collected shall go into the Wilson County Emergency Management Agency Ambulance Fund.

NOW, THEREFORE, BE IT RESOLVED by the Wilson County Board of County Commissioners meeting in regular session this 18th day of May, 2015 that this body does hereby adopt the following resolution known as the ***Wilson County Ambulance Requirements***.

WILSON COUNTY AMBULANCE REQUIREMENTS

SECTION 1: Scope of Coverage

The provisions of this Resolution shall apply to all ambulance and patient transport services operating in Wilson County, including the Wilson County Emergency Management Agency and any private or nonprofit ambulance services.

SECTION 2: Grant of Exclusive Primary Service Provider Rights

The Wilson County Emergency Management Agency is hereby granted the exclusive and primary 911/Emergency service right to handle all calls for patient transport services and to operate and maintain an ambulance service for the public convenience and necessity in Wilson County.

Any Municipality under T.C.A. § 7-61-103 may contract for primary ambulance service within their city. If a city does contract, the contractor will become the primary 911/Emergency service provider for their defined service area. This resolution has no authority over a city that chooses this option. The city/contractor will report to and be regulated by the Tennessee Department of Health, Office of EMS.

SECTION 3: Approval of Municipalities

Local municipalities within the boundaries of Wilson County will be served by the Wilson County Emergency Management Agency and subject to all inter-local agreements and contracts currently in effect. All private contracts entered into by Wilson County Emergency Management Agency to be performed within the corporate boundaries of a municipality shall be approved by the governing body of the area to be served and the Wilson County Board of County Commissioners.

SECTION 4: Agreement with other Counties

The Wilson County Emergency Management Agency may also enter into agreements with other surrounding counties to provide and operate an ambulance service within another county or portions of other counties, but only with the express consent and approval of the Wilson County Board of County Commissioners and the governing body of the county to be served.

SECTION 5: Agreement with Private Entities

The Wilson County Emergency Management Agency may contract with private entities, and health care facilities for patient transport services subject to the approval of the Wilson County Board of County Commissioners and governing body of the area to be served. Such a contract is for the provision of services, not a guarantee of payment nor a creation of an employment or subcontractor relationship.

SECTION 6: Private, Nonprofit Service Must Obtain Local Permit

No other private, nonprofit or governmental ambulance service may operate within the unincorporated areas of Wilson County, except with the proper local permitting, compliance with all requirements contained herein, and the approval of the Wilson County Board of County Commissioners.

SECTION 7: Authority to Defer Calls to Other Permitted Services

The Wilson County Emergency Management Agency is hereby declared to be the primary 911/ Emergency ambulance service provider in Wilson County and all calls for patient transport services must first be referred to this agency and will be handled by this agency, provided that the Wilson County Emergency Management Agency may at any time necessary, depending on call volume, staff, ambulance and equipment availability, defer a call for patient transport services to another private, nonprofit or governmental ambulance service authorized and permitted by Wilson County Government ("Locally Permitted Provider").

SECTION 8: Local Permit Fee's and Paperwork

Each Service Provider shall submit payment of a nonrefundable **application fee** in the amount of Two Hundred Fifty Dollars (\$250.00) to Wilson County prior to being evaluated for a Permit.

If an application is approved, a nonrefundable **permit fee** in the amount of Five Hundred Dollars (\$500.00) shall be submitted by December 1st. Should the service provider submit an application for a Permit after December 1, the nonrefundable permit fee shall be prorated to the date that the permit is issued by the Wilson County.

All permits will expire as of December 31 of each year. In September of each year, the Wilson County Emergency Management Agency shall send a current copy of these Regulations and a blank application by certified mail, return receipt, to the previous permitted service providers. All applications shall be postmarked or delivered to the Wilson County Emergency Management Agency, 110 Oak Street, Lebanon, Tennessee, 37087 along with application and permit fee payment. To minimize the risk of a permit expiring, all paperwork and payments should be received by October 15th.

Any EMS service already providing Ambulance Services within Wilson County will have one hundred twenty (120) days to become compliant by the effective date of this resolution. This includes the payment of the application and permit fee (if approved). ***Any service that does not have a Tennessee Department of Health, Office of EMS license to operate within Wilson County cannot transport (pickup) any patient from within Wilson County after the passage of this resolution.*** This does not affect EMS services that transport into Wilson County.

Failure to submit a new application by November 1st will be considered as the desire of the service provider that it does not wish that a new permit be issued to that provider. This issuance of permits will be decided by the Wilson County Emergency Management Agency Committee. All permits will be effective January 1 and expire December 31. Any service provider who applies for a permit during the calendar year will be entitled to a proration of the non-refundable permit fee as applicable to each circumstance.

All permitted services shall give notification within seven (7) days of any change of ownership. In any service provider which is operated as corporation, LLC, or any other business organization which is comprised of individuals who hold representative shares, i.e., shareholders, members, limited partners, etc., a change of ownership shall be defined as a fifty percent (50%) or greater change in ownership composition. Any change of ownership as described above shall necessitate the application for a new permit by new service provider within 30 days. There will be no charge for a change in ownership; a new permit will be printed. Permitted providers may continue providing services up to 45 days after change of ownership. After 45 days the provider is no longer permitted and must go through the application process as a new provider.

Any director change shall be forwarded with updated information within ten (10) business days. Failure to do so is grounds for revocation of providers permit.

SECTION 9: Deferred Calls, Local Permit Required

Only Locally Permitted Providers meeting all requirements and regulations outlined below will be allowed to handle deferred calls for service arising within Wilson County. If however, in the event of a need for additional resources, the Director or his designee determines that such a situation exists where neither Wilson County Emergency Management Agency nor a Locally Permitted Provider can supply appropriate service, then any non-approved provider can be contacted to render service or assistance.

SECTION 10: Patient's Private Right to Select

Nothing contained within this Resolution shall be interpreted as restricting or interfering with the right of the individual patient to select a private person for their personal patient transport needs, so long as, in the case of a private request for a particular ambulance service, the ambulance service requested must meet the requirements of this Resolution and permitted by Wilson County.

SECTION 11: No Interference with Emergency Medical Care

At no time shall the provisions of this Resolution operate to impede the practical and proper medical care and emergency patient transport needs of any patient, provided that a valid medical necessity was in existence at the time, if and when the decision was made to use an alternative patient transport service provider.

SECTION 12: No Denial of Service

No ambulance service or patient transport service permitted and operating in Wilson County shall deny emergency medical treatment or patient transportation services to any individual based on that individual's race, creed, sex, national origin, religious belief, insurance coverage, ability to pay, or any other discriminatory practice. Ambulance services shall be available to all requestors inside the boundaries of Wilson County commensurate with the terms and provisions of this Resolution.

SECTION 13: Procedure to Defer Calls for Service

At all times any emergency medical or patient transport calls received by a Wilson County PSAP (Public Safety Answering Point) shall be first referred to the Wilson County Emergency Management Agency. Wilson County Emergency Management Agency shall have the discretion to accept or defer any call received by the agency dependent upon existing call volume, prioritization of calls, staff, ambulance and equipment availability. Deferred calls shall be transmitted immediately and without delay to a Locally Permitted Provider authorized to operate in the county. Wilson County Emergency Management Agency shall at all times provide a list of Locally Permitted Providers to handle deferred calls for service.

SECTION 14: Fees Shall Be Reasonable

Fees and total charges for all ambulance services permitted and operating in Wilson County shall at all times be reasonable and competitive within the Middle Tennessee area, and shall be subject to discretionary review by the Wilson County Emergency Management Agency and/or the Wilson County Finance Director. If fees are found not to be reasonable, competitive or within Medicare guidelines, a review will be conducted with the county attorney which could lead to revocation of permit. A cure provision of thirty (30) days will be given. After thirty (30) days a review of fees will be conducted. If found not to be reasonable, competitive or within Medicare guidelines, the permit will be revoked.

SECTION 15: Health Care Facilities

All health care facilities, including, but not limited to, hospitals, clinics, nursing homes, assisted care or homes for the aged shall consider the Wilson County Emergency Management Agency as the **primary Emergency/911 service provider** of patient transport needs in Wilson County and shall at all times respect and adhere to the terms of this Resolution. Subject to the individual patient's request for a particular person, private, nonprofit, or government operated ambulance service to meet that individual's private non-emergency patient transport needs, all calls for **Emergency** ambulance service or patient transport needs shall be transmitted to the Wilson County Emergency Management Agency as the primary ambulance provider. The Wilson County Emergency Management Agency shall handle the call for service within a reasonable period of time depending on the priority status of the call, provided that the Wilson County Emergency Management Agency currently has the available resources, dependent upon, but not

limited to, call volume, staff, ambulance and equipment availability in operation to properly and safely handle the call. If resources are currently not available from the Wilson County Emergency Management Agency to properly and safely handle the call, the call may then be transferred to another Locally Permitted Provider. Only ambulance services, authorized pursuant to the resolution will be allowed to operate, conduct patient transport services, and handle deferred calls within Wilson County.

SECTION 16: State License Required

All locally permitted ambulance services operating in Wilson County must be certified and properly licensed by the Tennessee Department of Health – Office of Emergency Medical Services guidelines and regulations.

SECTION 17: Vehicles Must Comply with State and Local Laws

All vehicles providing ambulance service within the boundaries of Wilson County shall adhere to the laws of the Tennessee Department of Health – Office of EMS regarding emergency medical and patient transport requirements, licensing, traffic laws regarding responses to emergencies, provisions of this Resolution and the following rules and regulations adopted by the Wilson County Board of County Commissioners.

SECTION 18: Local Vehicle Regulations

All locally assigned vehicles providing ambulance, and/or patient transport services, except those operated by private citizens pursuant to an individual private patient's request, must conform and comply with all requirements of current and contemporaneous Tennessee law, and the following locally adopted mandates:

- A) All vehicles must conform to the Tennessee Department of Health Office of EMS Regulations concerning specifications, licensing and equipment.
- B) Each ambulance must be properly equipped with licensed staff and all items necessary to be at a *minimum* of a Basic Life Support (BLS) unit and shall contain all equipment and supplies approved by state rules and/or regulations and any additional referenced in this resolution. If staffed ALS, it shall contain all equipment and supplies approved by state rules and/or regulations and additional referenced in this resolution. In addition to the required equipment all ambulances permitted must carry the additional equipment listed in the Wilson County Ambulance Requirements additional required equipment list.
- C) Each ambulance shall be inspected for maintenance and repair purposes. Compliance with the mandated ambulance inventory of equipment and supplies approved by state regulations and referenced in this resolution.
- D) All ambulances must be properly staffed, capable of responding to, and equipped to handle emergency calls and natural disasters when requested by the Wilson County Emergency Management Agency.
- E) Each ambulance must be equipped with a mobile VHF two-way radio system for communications with hospitals, and Wilson County Emergency Management Agency. UHF and/or 800 MHZ frequencies or such other additional frequencies as may be designated from time to time by the FCC Coordinator. All channels required by the Tennessee Office of Emergency Medical Services must be in all mobile and portable radios.

- F) Provisions of this Resolution shall not preclude Invalid Transport as defined by Tennessee Department of Health, Office of Emergency Medical Services guidelines, so long as such Invalid Transport conforms to all state or locally adopted regulations.
- G) Ambulances must have available all necessary equipment needed to allow the ambulance to travel safely in adverse or inclement weather conditions.
- H) Each ambulance, with the exception of designated back-up units, must be housed inside, or measures to ensure the interior temperature of the ambulance between forty degrees (40°) and ninety degrees (90°) at all times.
- I) Each ambulance shall display the company name and ambulance identification number on both exterior sides of the vehicle's body with a minimum size four (4) inch block letters. Letters should contrast with the primary body color of the vehicle and should be easily readable from a distance of one hundred (100) feet.
- J) All ambulances and equipment shall be kept clean and sanitary at all times. Staff shall be continuously supplied with cleaning equipment, supplies and an area suitable for cleaning and disinfecting the ambulance.
- K) An ambulance cannot be utilized if it is greater than 12 years old or has more than 200,000 miles on the odometer.
- L) All vehicles must comply at all times with state guidelines for maintenance adopted by the Tennessee Department of Health, Office of Emergency Medical Services.
- M) Annual mechanical inspections must be completed as required by the Tennessee Department of Health, Office of Emergency Medical Services.
- N) All vehicles shall undergo preventative maintenance not to exceed every three thousand, five hundred (3,500) miles for gasoline or three hundred (300) hours for diesel and repaired immediately when operational deficiencies are identified and reported by staff. Ambulances shall be professional and clean in appearance.

Section 19: All personnel must meet the following requirements:

- A) Any ambulance used by a permitted service provider for patient transport services in Wilson County shall conform a minimum of Basic Life Support (BLS) ambulance standards as defined by the Tennessee Department of Health, Office of Emergency Medical Services, and must be staffed with a minimum of two (2) AEMT's or EMT-IV when responding to all emergency transfer calls. Paramedics conducting Advanced Life Support transports should be certified in Advanced Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS).
- B) Any service requesting permit by Wilson County shall have no person designated as clinical or field operations level supervisor who is less trained or qualified than the person or persons under their command with the exception of critical care certification.

- C) Each Emergency Medical Technician and Paramedic shall be physically able to perform the tasks associated with patient rescue, medical treatment and patient transport.
- D) Personnel shall be clean in appearance and dress, and shall at all times display his/her name, certification and company/agency name in an appropriate manner on their uniform. Uniform dress for all personnel is required with an insignia or patch displaying the name of the company or agency on the shirt.
- E) Any service requesting permit shall have only Tennessee licensed Emergency Medical Technicians (EMT-IV or AEMT) and/or Paramedics providing patient care and transport services.
- F) Any permitted service shall surrender copies of their state audit within fourteen (14) days of the completion of their annual State EMS audit. Include all documents submitted to the State EMS. Failure to submit within fourteen (14) days is grounds for permit revocation.

SECTION 20: Certification Documents

Each ambulance service requesting a permit to operate in Wilson County shall provide the following documentation prior to being considered or receiving permit for local licensing.

- A) The full name and address of the applicant and the owner or owners of the business.
- B) The trade or other business name(s) in which the applicant does business or proposes to do business under and verification of name registration from the Tennessee Secretary of State.
- C) The training or experience of the applicant in the transportation and care of patients, with a minimum requirement of two (2) years' experience operating an ambulance service.
- D) A list of employees and current copies of state EMS license, Cardio Pulmonary Resuscitation (CPR), and Tennessee driver's license.
- E) A description of each ambulance to be utilized in Wilson County including the make, model, year of manufacture, current odometer reading, state EMS permit number, vehicle identification number, primary body color, and the length of time the vehicle has been owned by the applicant or company and the amount of years the vehicle has been in service.
- F) Photo of each ambulance listed for Section 20, item E above. It shall include all four (4) sides and the front and rear interior.
- G) The proposed location and address of the company office in Wilson County and the business office address of the company. To ensure no image or being unfair trade the office cannot be housed within another business such as the hospital or nursing home.

- H) A list of phone numbers to access patient transport services, management and supervisors twenty-four (24) hours per day. If new, if approved this will be due within 30 business days of approval date.
- I) Copies of the most recent vehicle and mechanical inspections utilizing the state EMS mechanical form.
- J) Copies of all insurance policies in effect and required under Section 27.
- K) Copies of registration documents with the Tennessee Secretary of State.
- L) Copies of the corporate charter and by-laws or the like for the business organization.
- M) Name, address and phone number of the individual selected for service of legal process.
- N) Name and address of all shareholders/owners holding five percent (5%) or more of the company's shares or ownership assets.
- O) A copy of the current State of Tennessee Department of Health, Office of EMS license and rating. If new, must be available before operations can start.
- P) A completed inventory checklist for all vehicles assigned or proposed to be assigned within Wilson County.
- Q) Copies of the last one (1) year of maintenance records for all vehicles assigned or proposed to be assigned within Wilson County.
- R) A copy of the Drug Enforcement Administration license.
- S) The name and address of the medical director employed by the service.
- T) Wilson County (and City if applicable) business license (if renewal permit). For new business, if approved this is due within 30 business days of approval date.
- U) Proposed fee schedule.
- V) Any service that had a State EMS license to operate within Wilson County PRIOR to the passage of this resolution shall include a schedule of the days and hours of operation.
- W) Each service must provide any documentation requested to verify compliance with any section or term included in this Resolution.
- X) Each service operating in Wilson County shall certify annually that it meets all regulations contained in this Resolution and shall update employee records on file with Wilson County.

SECTION 21: Ambulance Inventory and Daily Checklist

All ambulances must conform to Tennessee Department of Health, Office of EMS

Rules and Regulations Specifically:

- 1200-12-1-.01
Sanitation of Ambulances
- 1200-12-1-.02
Ambulance Safety, Design, and Construction Standards
- 1200-12-1-.03
Emergency Medical Services Equipment and Supplies

SECTION 22: Recruitment of employees

No private service provider shall recruit employees of Wilson County Emergency Management Agency who are on duty. This shall include any direct or indirect contact with employees. Private services providers and/or their employees, agents, or assigns are strictly prohibited from entering onto the property of Wilson County Emergency Management Agency for the purpose of employee recruitment.

SECTION 23: Wilson County EMA Employees working at Private Services

Wilson County Emergency Management Agency personnel are permitted to work private services as long as their ability to be at work on time is not effected, do not have to leave early for a job at a private service, or performance is not affected. For example, reporting to work at Wilson County Emergency Management Agency after working at a private service with little or no sleep.

SECTION 24: Records Compliance Inspection

All specified business records of ambulance services permitted in Wilson County shall be subject to compliance inspections conducted by the Wilson County Emergency Management Agency at any time. Inspected documents shall include, but not limited to, the following business records of the company: call logs, response time verification forms, daily inventory forms, dispatch records, personnel training and certification forms, vehicle maintenance records, radio maintenance records and current licensing documents, public complaints regarding the ambulance service while operating in Wilson County, insurance documents, vehicle inspections, Drug Enforcement Administration license, a copy of all fees and rates charged to citizens of Wilson County and all state, county, or city required licenses.

SECTION 25: Vehicle & Equipment Inspections - All vehicles and inventory shall be available during regular business hours for inspection by the WEMA EMS Chief, or his or her designee. Vehicles and equipment shall be inspected by WEMA at least once annually. This inspection may be done in conjunction with the State EMS audit and/or inspection.

SECTION 26: Must Respond to Emergencies and Disasters

All permitted providers of service in Wilson County are required, in all cases of disaster or emergency drill preparedness, to respond to all requests for service from the Wilson County Emergency Management Agency. Services shall report for coordination and training when requested to do so by the Wilson County Emergency Management Agency.

SECTION 27: Insurance Coverage

All ambulance services operating in Wilson County shall maintain the minimum insurance coverage as required by the Tennessee Department of Health, Office of Emergency Medical Services per incident for malpractice, per incident for automobile insurance, and for professional liability and must maintain the statutory minimum limits on worker's compensation insurance. The insurance company must be authorized and licensed to operate in the State of Tennessee. Proof of insurance shall be made available prior to a local permit being granted.

SECTION 28: Restrictions on Trade Name

No ambulance service operating in Wilson County shall use or advertise the words "Wilson County" as a part of its trade or business name.

SECTION 29: Restrictions on Telephone Numbers; Display of 911

No private or nonprofit ambulance service or patient transport provider shall display or advertise a seven (7) or ten (10) digit telephone number for emergency calls for service. All services shall include the "911" number for emergency calls in any advertising and shall not represent that another telephone number other than "911" should be used to request an emergency ambulance. Any advertising or document, letter head, business card, brochures distributed or generated by the private or nonprofit ambulance service that includes the company's seven (7) or ten (10) digit telephone number should also include a statement or reference that "911" should be used to call for emergency medical care and transportation purposes.

SECTION 30: Monitoring Radio Frequency to Obtain Calls

No permitted ambulance service, or agent thereof, shall cause or permit any ambulance to be dispatched on the basis of information received and obtained by monitoring a radio frequency assigned to law enforcement, ambulance service, or other governmental or public agency, except pursuant to specific request and prior arrangement with the coordinating agency responsible for dispatching emergency ambulances.

SECTION 31: Physician Medical Director

Any service permitted and operating in Wilson County must designate and identify the name, address and phone number of the medical director on staff. All medical directors must be Tennessee licensed physicians. The appointed medical director shall at all times work in conjunction with the Wilson County Emergency Management Agency to ensure that the medical treatment and transport protocol standards are being properly followed by the licensed service and its staff personnel.

SECTION 32: Dispatcher and Dispatch Center Required

Each service permitted and operating in Wilson County shall provide at all times for a twenty-four (24) hour per day dispatch center and on-duty dispatcher for communication purposes. Dispatchers shall work no more than sixteen (16) hour daily shift assignments. No more than two (2) sixteen (16) hour consecutive shifts are allowed for safety. All dispatchers are required to be trained in the operation of, and continually monitor while on duty, a telephone device for the deaf (TDD); must pass a background check provided for and paid by the employing agency. Dispatch center must have standard operating procedures in place for handling all calls and providing for multiple means of communication with the Wilson County Emergency Management Agency. Alternate means of communications must be in place to ensure uninterrupted contact with Wilson County Emergency Management Agency in case of electrical failure. Dispatchers must be certified in Health Care Provider CPR.

SECTION 33: Local Business Office

Each service permitted in Wilson County must provide a local business office within Wilson County, they must open to the public at least between the hours of 9:00 A.M. and 4:00 P.M. for the purpose of paying bills, acceptance of complaints and conducting business with the company. ***Staffing within the local business office will be at the discretion of the permitted service, however, provisions shall be made to accommodate public walk-up and phone calls (i.e. ring down phones) between 9:00 A.M. and 4:00 P.M.*** The address and phone number of the local Wilson County office shall appear in any advertising, billing information or company brochure distributed or addressed for delivery in Wilson County.

SECTION 34: Medicare Approved

Each locally permitted ambulance service, or service operating in Wilson County must be Medicare enrolled and currently approved to provide Medicare reimbursable services. The current Medicare provider number shall be on prominent display in the public portion of the business office of the service at all times the office is open to the public. All services shall be setup to complete electronic billing for Medicare approved patients and shall be able to provide copies of Medicare and other insurance billings to the patient upon request.

SECTION 35: Penalties

All violations of this Resolution shall be reported immediately to the Wilson County Emergency Management Agency for review and enforcement action. Violations of this Resolution may carry possible permit suspension, revocation of permit which can be imposed by the Wilson County Board of County Commissioners. Monetary civil fines, remedial and restitution in nature, not to exceed five-hundred dollars (\$500.00) or punitive fines not to exceed fifty dollars (\$50.00), without trial by jury, for each offense the violator is convicted thereof. Each particular definable offense or each day a continuing offense is allowed to continue constitutes a separate and enforceable act. Violations of this Resolution are enforceable in General Sessions, Chancery or Circuit Courts of Wilson County.

SECTION 36: Record of Dispatch

Each locally permitted ambulance service shall maintain dispatch records to comply with Tennessee Department of Health, Office of EMS rules and regulations.

SECTION 37: Conflict with Other Laws

If a particular provision of this Resolution conflicts with a provision of federal or state law, the federal or state law shall be controlling with regard to that particular provision in conflict only. Prior provisions of past county resolutions in conflict with any particular provision contained herein are hereby repealed, and this Resolution should be considered the controlling document with regard to the subject matter covered.

SECTION 38: Severability

If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such language or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or the remaining portions thereof, unless so noted by the court.

SECTION 39: Monthly Reporting

All permitted services shall send the Wilson County Emergency Management Agency a monthly report of call volume. The report shall include pick up location and destination as well as monthly call volume. A list of all employees working within Wilson County including license level, DL number and expiration dates for both shall be reported monthly.

SECTION 40: Supporting Documentation

To ensure oversaturation of the market does not occur and high quality of service is maintained, any Ambulance service requesting application (initial or renewal) shall include supporting documentation that non-emergency transport services are needed within Wilson County. This could be a letter from a nursing home, hospital, etc. or other means that would validate a need for additional transport services within Wilson County. Letters must be on the company letterhead that writes the letter of support. A minimum of two (2) forms of support documentation are required.

SECTION 41: Additional Equipment

To ensure any patient within Wilson County would receive the same treatment, the applicant must have 12 lead cardiac monitor capability.

SECTION 42: Special Situation Approvals

From time to time a situation may arise where a non- permitted Ambulance requests transport of a patient originating within Wilson County. These requests will be reviewed by the Director, EMS Chief or Shift Officer in Charge. These situations are evaluated on a case by case basis and are one (1) time approval only. These shall not be interpreted as an ongoing approval.

SECTION 43: Mechanical Inspections

When a vehicle inspection is completed by the Tennessee Department of Health, Office of EMS. A copy of the inspection form must be forwarded within fourteen (14) business days. If permitted, the service agrees to release any vehicle inspection performed by the Office of EMS.

SECTION 44: Complaints

Any complaint on a permitted Ambulance service that is received by the Tennessee Office of EMS must be forwarded to Wilson County Emergency Management Agency.

SECTION 45: Staffing

Any service that has a State of Tennessee EMS license to operate within Wilson County prior to the approval of this resolution must include your current days and hours of operation. This schedule will be the the minimum staffing. If there is any break in the State license, you will be required to meet the staffing standards below.

For any service that does *not* have a State of Tennessee EMS license to operate within Wilson County prior to the approval date of this resolution. A minimum of one (1) ambulance must be stationed and staffed on a 24 hour, 7 day a week basis at the local business office.

RESOLVED this ____ day of May, 2015.

Sponsor _____

RECOMMENDED FOR APPROVAL:

EMERGENCY MANAGEMENT AGENCY COMMITTEE
January 22, 2015
7-0

BUDGET COMMITTEE
May 7, 2015
4-1-0

15-5-7

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY,
TENNESSEE TO AMEND THE BUDGET AND APPROPRIATION RESOLUTION FOR THE
2014-2015 FISCAL YEAR TO MAKE AN ADDITIONAL APPROPRIATION IN THE CAPITAL
PROJECTS FUND**

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

SPONSOR

RECOMMENDED FOR APPROVAL:

EMERGENCY MANAGEMENT AGENCY COMMITTEE

May 7, 2015

5-0

BUDGET COMMITTEE

May 7, 2015

4-0-1

15-5-8

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

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

SPONSOR

RECOMMENDED FOR APPROVAL:

AG CENTER MANAGEMENT COMMITTEE
April 30, 2015

BUDGET COMMITTEE
May 7, 2015
4-0-1

BUDGET AMENDMENT REQUEST FORM

Department: Ward Ag. Center

Fund Name: Ag. Center
Fund Number: 124

Ag Management: 4-30-15
Budget Committee: 5-7-15

Account Number (include Object Code)	Account Description	Debit	Credit
124-57900-718	Motor Vehicles	\$ 2,500.00	
124-57900-790	Other Equipment	\$ 12,000.00	-
124-57900-410	Custodial Supplies		2,500.00
124-57900-452	Utilities		\$ 12,000.00
TOTAL		\$ 14,500.00	\$ 14,500.00

EXPLANATION FOR CHANGE: Request to transfer within budget to cover remaining fiscal expenses.