

**MINUTES
OF
PUTNAM COUNTY COMMISSION
March 15, 2010**

Prepared By:

Wayne Nabors
Putnam County Clerk
29 N Washington Avenue
Cookeville, TN 38501
931-526-7106

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on March 15, 2010 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding the Chairman Jim Martin and County Clerk Wayne Nabors.

Sheriff David Andrews called the meeting to order.

The Chairman recognized Commissioner Mike Medley for the invocation.

The Chairman recognized Commissioner Joe Trobaugh to lead the Pledge to the Flag of the United States of America.

The County Clerk, Wayne Nabors asked the Commissioners to signify their presence at the meeting and the following were present:

PRESENT

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-three (23) were present and one (1) absent. Therefore, the Chairman declared a quorum.

MOTION RE: APPROVE AGENDA

Commissioner Kevin Maynard moved and Commissioner Bob Duncan seconded the motion to approve the agenda for the March 15, 2010 meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

AGENDA PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

**Regular Monthly Session
Monday, March 15, 2010 6:00PM**

**Presiding: Honorable Jim Martin
Commission Chairman**

- 1. Call to Order - Sheriff David Andrews**
- 2. Invocation** *District 7*
- 3. Pledge to the Flag of the United States of America** *District 7*
- 4. Roll Call - County Clerk Wayne Nabors**
- 5. Approval of the Agenda**
- 6. Approval of the Minutes of Previous Meeting**
- 7. Unfinished Business and Action Thereon by the Board**
 - A. Report of Standing Committees**
 1. Planning Committee
 2. Fiscal Review Committee
 3. Nominating Committee
 - B. Report of Special Committees**
 - C. Other Unfinished Business**
- 8. New Business and Action Thereon by the Board**
 - A. Report of Standing Committees**

1. Planning Committee

- a. Recommends a Resolution supporting the restoration of the real estate transfer tax conservation funds.
- b. Recommends approval to close **ALL** of D. Farley Road located in the fourth civil district of Putnam County.
- c. Recommends approval to close a 800 foot section of Peach Orchard Road located in Putnam County.

2. Fiscal Review Committee

- a. Recommends approval of budget amendments to the General Purpose School Fund as presented.
- b. Recommends approval of the budget amendments to the County General Fund in the total amount of \$20,700.
- c. Recommends approval of budget amendments to the Capital Projects Fund in the amount of \$12,464.
- d. Recommends approval of Gail Glover's request to appoint Jeff Jones as the delinquent tax attorney for the 2008 real and personal property taxes. **10% COLLECTION w/A FEE/COMMISSION**
- e. Recommends approval for Putnam County Schools to enter into a lease agreement with Apple Inc.
- f. Recommends approval of the agreed order on the Pyles Property.
- g. Recommends approval for the Technology Department along with CTAS to develop a policy related to county controlled web sites.

3. Nominating Committee

- a. Recommends the following appointments to the Awards Committee for 1 year terms to expire March 2011:

Reggie Shanks
Andy Honeycutt

Wayne Nabors
Diane Callahan

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

9. Announcements and Statements

10. Adjourn

The Chairman asked for a voice vote on the motion to approve the agenda for the March 15, 2010 meeting of the Putnam County Board of Commissioners. The motion carried.

MOTION RE: APPROVE MINUTES

Commissioner Kevin Maynard moved and Commissioner Ron Chaffin seconded the motion to approve the minutes of the February 16, 2010 meeting of the Putnam County Board of Commissioners.

The Chairman asked for a voice vote on the motion to approve the minutes of the February 16, 2010 meeting of the Putnam County Board of Commissioners. The motion carried.

UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE: No unfinished business.

FISCAL REVIEW COMMITTEE: No unfinished business.

NOMINATING COMMITTEE: No unfinished business

REPORT OF SPECIAL COMMITTEES

OTHER UNFINISHED BUSINESS

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE

MOTION RE: PLANNING COMMITTEE RECOMMENDS A RESOLUTION SUPPORTING THE RESTORATION OF THE REAL ESTATE TRANSFER TAX CONSERVATION FUNDS

Commissioner Jere Mason moved and Commissioner Gene Mullins seconded the motion to recommend a Resolution supporting the restoration of the real estate transfer tax conservation funds.

(SEE ATTACHED)

RESOLUTION SUPPORTING THE
RESTORATION of the REAL ESTATE TRANSFER TAX CONSERVATION FUNDS

WHEREAS, in 1991 the Tennessee State Legislature designated a portion of the Real Estate Transfer Tax to create and sustain four conservation funds: the State Land Acquisition Fund, the Local Parks and Recreation Fund, the Agricultural Resources Fund and the Wetlands Fund; and,

WHEREAS, the portion of the Real Estate Transfer Tax dedicated to the four conservation funds, being 8 cents per \$100, generates approximately \$17-19 million annually and can be leveraged with federal matching funds; and,

WHEREAS, Putnam County and its citizens have benefited from these funds which have created and enhanced local parks, recreational and sports facilities, and helped farmers protect their lands and streams; and,

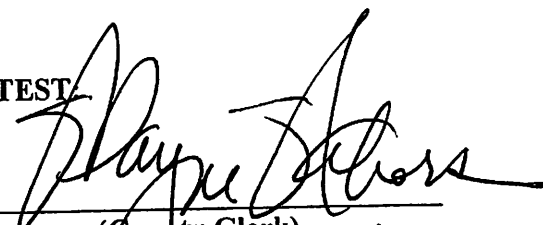
WHEREAS, in 2003 and again in 2008 the Legislature diverted these funds from their original legislated purposes, thus depriving the four conservation funds of their income and diminishing greatly their usefulness to the citizens of Tennessee; and,

WHEREAS, for 2010 Governor Phil Bredesen has submitted a budget to the Legislature with the Real Estate Transfer Tax conservation funds restored to their originally legislated Purposes;

NOW THEREFORE BE IT RESOLVED, that the Putnam County Commission declares its support for the restoration of the Real Estate Transfer Tax conservation funds and urges Senator Charlotte Burks, Representative Henry Fincher, Representative Charles Curtiss, and the entire State Legislature to likewise support the restoration of the Real Estate Transfer Tax conservation funds.


Chairman, Putnam County Commission
JIM MARTIN

ATTEST


(County Clerk)
WAYNE NABORS

The Chairman asked for discussion on the motion to recommend a Resolution supporting the restoration of the real estate transfer tax conservation funds. There was none.

The Chairman asked the Commissioners to vote on the motion. The motion carried.

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL TO CLOSE ALL OF D. FARLEY ROAD LOCATED IN THE FOURTH CIVIL DISTRICT OF PUTNAM COUNTY

Commissioner Jere Mason moved and Commissioner Anna Ruth Burroughs seconded the motion to recommend approval to close all of D. Farley Road located in the fourth civil district of Putnam County.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The motion carried.

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL TO CLOSE A 800 FOOT SECTION OF PEACH ORCHARD ROAD LOCATED IN PUTNAM COUNTY

Commissioner Jere Mason moved and Commissioner Mike Medley seconded the motion to approve to close a 800 foot section of Peach Orchard Road located in Putnam County.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked the Commissioners to vote on the motion. The motion carried.

FISCAL REVIEW COMMITTEE

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE GENERAL PURPOSE SCHOOL FUND AS PRESENTED

Commissioner Sue Neal moved and Commissioner Mike Medley seconded the motion to approve the Budget Amendments to the General Purpose School Fund as presented.

(SEE ATTACHED)

8

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

1400 East Spring Street
Cookeville, Tennessee 38506-4313
Phone (931) 526-9777
FAX (931) 372-0391

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

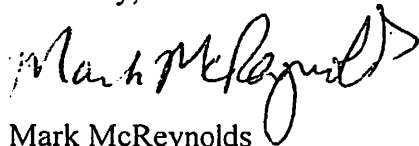
March 1, 2010

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval of the budget amendments to the General Purpose School Fund,
as submitted

Sincerely,



Mark McReynolds
Putnam County Board of Education

Enclosures:

- To budget \$1,000 donated to Coordinated School Health Program from Cummins Business Services
- To budget monies donated to PCS Special Education Department for the ESY Autism class
- To budget monies received from DeKalb County for one child attending PCS
- To budget for e4TN liaison
- To transfer funds to purchase eleven (11) computers damaged by electrical surge at Northeast Elementary

Date: 3/4/10

[illegible]

To budget \$1000.00 donated to Coordinated School Health Program from Cummins Business Services.

Lori Paisley
CSHR Supervisor

Recommended for Approval

Official/Department Head

CSHR Supervisor
Mark McQuinn
Chief Financial Officer

Chief Financial Officer

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Special Education

3/4/2010

<u>Item #</u>	<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Increase</u>	<u>Increase</u>	<u>Requested Approval Amount</u>
1	141	44570	Donation		3,937.63		
2	141	71200-499	Other Supplies and Materials	1,000.00		3,937.63	4,937.63
							-
							-
							-
							-
							-
							-
							-
							-
							-
					3,937.63	3,937.63	

Explanation: To budget monies donated to PCS Special Education Department for the ESY Autism class

Requested by:

Melanie Buswell
Melanie Buswell Supervisor

Recommended for Approval:

Official / Department Head

Reviewed by:

Antoni McQuinn
Business Manager OR Assistant Director for Personnel & Business

Action by Fiscal Review Committee Recommended for Approval No Recommendation

Date:

Action by County Commission: Approved

Not Approved

Date:

Department: Special Education

<u>Item #</u>	<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Increase</u>	<u>Increase</u>	<u>Requested Approval Amount</u>
1	141	43542	Revenue		20,065.50		
2	141	72220-399	Other Contracts	19,096.50		20,065.50	39,162.00
							-
							-
							-
							-
							-
							-
							-
							-
					20,065.50	20,065.50	

Requested by:

Melanie Bussell
Melanie Bussell Supervisor

Recommended for Approval:

Official / Department Head

Reviewed by:

Melanie Bussell Supervisor
Melanie Bussell
Business Manager OR Assistant Director for Personnel & Business

Action by Fiscal Review Committee Recommended for Approval No Recommendation

Date:

Action by County Commission: **Approved**

Not Approved

Date:

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Finance

March 4, 2010

Item #	Fund #	Account #		Account Description	Current Approved Amount	Increase	Increase	Requested Approval Amount
1	141	43541		E4TN Contractual w/Other LEAs for Administrative Services	-	48,281.00		48,281.00
2	141	72210	138	E4TN Instructional Personell	-		36,062.16	36,062.16
3	141	72210	201	E4TN Social Security	-		2,226.00	2,226.00
4	141	72210	204	E4TN State Retirement	-		2,315.20	2,315.20
5	141	72210	207	E4TN Medical Insurance	-		2,903.11	2,903.11
6	141	72210	208	E4TN Dental Insurance	-		89.53	89.53
7	141	72210	210	E4TN Unemployment Compensation	-		38.50	38.50
8	141	72210	212	E4TN Medicare Liability	-		520.70	520.70
9	141	72210	355	E4TN Travel	-		4,125.80	4,125.80
								-
								-
								-
								-
								-
								-
								-
								-
								-
						48,281.00	48,281.00	

Explanation: To budget for e4TN liason

Requested by: _____ Recommended for Approval: _____
Mark M. [Signature] Official / Department Head

Reviewed by: _____

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: _____

Action by County Commission Approved Not Approved Date: _____

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 4-Mar-10

Item #	Fund #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount	Amount Expended (Received) YTD
1	141	141-72610-415	Electricity	2,732,880.00	10,384.00		2,722,496.00	1,437,093.00
2	141	141-71100-722	Regular Instruction Equipment	437,206.00		10,384.00	447,590.00	278,028.28
				3,170,086.00	10,384.00	10,384.00	3,170,086.00	1,715,121.28

Explanation: To transfer funds to purchase 11 computers that were damaged by electrical surge at Northeast Elementary

Requested by: _____
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: *Mark McReynolds*
Chief Financial Officer

Action by Fiscal Review Committee Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approved

Not Approved

Date: _____

The Chairman asked for discussion on the motion to approve the Budget Amendments to the General Purpose School Fund as presented. There was none.

The Chairman asked the Commissioners to vote on the motion to approve the Budget Amendments to the General Purpose School Fund as presented. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-three (23) voted for, zero (0) against, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND
IN THE AMOUNT OF \$20,700**

Commissioner Sue Neal moved and Commissioner Greg Rector seconded the motion to approve Budget Amendments to the County General Fund in the amount of \$20,700.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department: County General Fund

Date: March 3, 2010

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended</u>
JUDICIAL COMMISSIONERS							
101	53700-196	In Service	1,199		700	1,899	160
101	53700-708	Communication Equip.	500	500		0	0
101	53700-599	Misc.	700	200		500	299
<i>Training required by the State of TN</i>							
101	51800-707	Building Improvements	0		20,000	20,000	0.00
101	#35110	Reserve for Hotel/Motel Tax		20,000			
<i>Funds needed to bring Patton house to Codes to be ready to receive doll collection</i>							

Explanation:

Requested By:

Action by Fiscal Review Committee
Recommended
Not Recommended
Date _____

Recommended for Approval:
Official/Department Head _____

Action by County Commission
Approved
Not Approved
Date _____

The Chairman asked for discussion on the motion to approve Budget Amendments to the County General Fund in the amount of \$20,700. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSTAIN

ABSENT

Andy Honeycutt

Johnnie Wheeler

The Clerk announced that twenty-two (22) voted for, zero (0) against, one (1) abstained, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENTS TO THE CAPITAL PROJECTS
FUND IN THE AMOUNT OF \$12,464**

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion to approve the Budget Amendment to the Capital Projects Fund in the amount of \$12,464.

(SEE ATTACHED)

Department **Capital Projects Fund**

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended (Received) YTD</u>
#171	51800-711-007	EMS & Health Furnishings			12,464		
#171	#39000	Fund Balance		12,464			

Requested By: _____
Supervisor: _____

Recommended for Approval:
Official/Department Head

Action by Fiscal Review Committee
Recommended
Not Recommended
Date

Action by County Commission
Approved
Not Approved
Date

The Chairman asked for discussion on the motion to approve the Budget Amendments to the Capital Projects Fund in the amount of \$12,464. There was none.

The Chairman asked the Commissioners to vote on the motion to approve the Budget Amendments to the Capital Projects Fund in the amount of \$12,464. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Eris Bryant

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-two (22) voted for, one (1) against, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF GAIL GLOVER'S REQUEST TO APPOINT JEFF JONES AS
THE DELINQUENT TAX ATTORNEY FOR THE 2008 REAL AND PERSONAL
PROPERTY TAXES WITH A 10% COLLECTION FEE/COMMISSION**

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion to recommend approval of Gail Glover's request to appoint Jeff Jones as the Delinquent Tax Attorney for the 2008 real and personal property taxes with a 10% collection fee/commission.

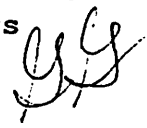
(SEE ATTACHED)

Gail Glover

Putnam County Trustee
Room #2, Courthouse
300 E. Spring Street
Cookeville, TN 38501
(931) 526-8845

February 23, 2010

TO: Honorable Kim Blaylock, County Executive
Honorable Putnam County Commissioners

FROM: Gail Glover, Putnam County Trustee 

I, Gail Glover, Trustee of Putnam County make the following appointment:

Jeffrey G. Jones, delinquent tax attorney for the 2008 real and personal property taxes (TCA 67-5-2404). We have negotiated and arrived at a 10% fee for the collection of these taxes.

This is a formal request submitted to the County Executive for approval subject to the approval of the Putnam County Commission.

Copy: Jeffrey G. Jones, Attorney

The Chairman asked for discussion on the motion to recommend approval of Gail Glover's request to appoint Jeff Jones as the Delinquent Tax Attorney for the 2008 real and personal property taxes. The Commissioners discussed the motion and added to the motion with a 10% collection fee/commission.

The Chairman asked the Commissioners to vote on the motion to approve the recommendation of Gail Glover's request to appoint Jeff Jones as the Delinquent Tax Attorney for the 2008 real and personal property taxes with a 10% collection fee. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Joe Trobuagh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Mike Medley

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-two (22) voted for, one (1) against, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL FOR PUTNAM COUNTY SCHOOLS TO ENTER INTO A LEASE
AGREEMENT WITH APPLE INC.**

Commissioner Sue Neal moved and Commissioner Bill Walker seconded the motion to approve Putnam County Schools to enter into a lease agreement with Apple Inc.

(SEE ATTACHED)

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

1400 East Spring Street
Cookeville, Tennessee 38506-4313
Phone (931) 526-9777
FAX (931) 372-0391

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

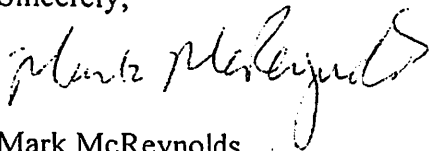
February 11, 2010

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval allowing the Putnam County School Board to enter into a capital lease agreement with Apple Inc. to lease 400 MacBook (laptop computers). This lease is a three year lease, renewable annually, at an annual interest rate of 0.33%. The annual cost of this lease is \$177,206 for a total, three year lease cost of \$531,618 with a \$1.00 purchase price at the end of year three. The lease effective date was September 26, 2008. Total principal amount of the three year capital lease is \$528,075 with a total interest rate of \$3,543.

Sincerely,



Mark McReynolds
Putnam County Board of Education

Enclosures:

- Lease Agreement



Financial Services

Education Finance

Thank you for purchasing Apple products and for choosing AFS Education Finance as your financing source. We are pleased to have you as a customer and will do our best to serve you.

Attached you will find the required lease-purchase documentation for your new Apple gear. Should you have any questions or comments regarding this documentation, please do not hesitate to contact Micki Prall toll free at 877-327-1727 ext. 1910.

Please note this checklist should accompany all original lease documentation sent to Apple. Any unexecuted or missing original lease documents will delay shipment of equipment (*exceptions noted with an **). Documents must be executed by an authorized Lessee representative.

DOCUMENT REMITTANCE ADDRESS: Apple Financial Services, Attention: Micki Prall, 40 North Wells, Suite 500, Chicago, IL 60606. To expedite processing of order, please send via facsimile to 312-706-1730 prior to placing originals in the mail.

PAYMENT REMITTANCE ADDRESS: Apple Financial Services, 34308 Eagle Way, Chicago, IL 60678-1343.

We thank you again for the opportunity to serve you and trust that our business relationship will be mutually beneficial.

Apple Documents (originals)	Action Required	Sent to Apple
Master Lease Purchase Agreement	Lessee Signature, Name/Title, Execution Date, Fed ID #	_____
Lease Schedule	Lessee Signature, Name/Title, Execution Date, Fed ID #	_____
Certificate of Incumbency	Lessee Signature, Name/Title, Execution Date, Seal	_____
Opinion of Counsel	Duplicate Letter on Attorney's Letterhead with His/Her Signature	_____
IRS Form 8038	Lessee Signature, Name/Title, Contact Name, Fed ID#	_____
* Partial & Final Acceptance Certificates	Acceptance Date, Lessee Signature, Name/Title <i>Note: Document to be executed only after acceptance and shipment of equipment has occurred.</i>	_____

Lessee Documents	Action Required	Sent to Apple
Purchase Order(s)	Include Equipment Description and Lease Terms on P.O. (s) <u>Please address Purchase Order to:</u> Apple Financial Services 40 North Wells, Ste. 500 Chicago, IL 60606 <u>Please reference Equipment Description as follows:</u> Equipment as described under Lease Schedule 1 to Master Lease Purchase Agreement No. E09082510.	_____
Insurance Certificate and/or Self-Insurance Letter	Provide All Risk Property and General Liability Coverage with Apple Inc. and/its assigns as "Loss Payee" and "Additionally Insured" or provide Self-Insurance Letter if applicable. Please provide insurance contact information if unable to provide certificate at time of placing lease order.	_____

*Advance Rental Payment _____

PLEASE SUBMIT COMPLETE SETS OF THE 2 MOST RECENT YEARS' AUDITED FINANCIAL STATEMENTS AND THE ESSENTIAL USE AUDIT PRIOR TO COMPLETING DOCUMENTATION. THIS INFORMATION IS NECESSARY FOR COMPLETION OF CREDIT REVIEW AND APPROVAL. (Please submit to the Attention of Micki Prall via fax to 312/706-1730 or by email to mpall@apple-fin.com. If you prefer to overnight, please send via Fed Ex to 40 N Wells, Ste 500, Chicago, IL 60606. Our Fed Ex Account No. for billing purposes is 2045-6215-6.)

Complete Sets of the 2 Most Recent Years' Audited Financial Statements _____

Essential Use Audit (separate pdf attachment) Complete in its entirety, Lessee Signature, Name/Title _____

Master Lease Purchase Agreement No. E09082510 dated as of _____, 2008 ("Agreement"), by and between, APPLE INC., as "Lessor", and PUTNAM COUNTY BOARD OF EDUCATION, as "Lessee" with its principal address of 1400 East Spring Street, Cookeville, Tennessee 38506.

DEFINITIONS: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

Agreement - this master lease purchase agreement.

Code - Internal Revenue Service Code of 1986 as amended from time to time.

Contractor - any manufacturer or vendor of the System.

Damaged Equipment - Equipment that is lost, stolen or damaged.

Damages - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.

Day - a calendar day unless otherwise specified.

Documents - each Lease, any documents relative to the acquisition of the System and any other documents required to be delivered in connection with each Lease.

Escrow Account - an account from which the cost of the System is to be paid.

Equipment - all items of personal property described in the applicable Schedule and subject to this Agreement, including any combination or all of the following: hardware, software license (s) and or services.

Equipment Location - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.

Lease - this Agreement and a Schedule.

Lease Term - the time period listed in the applicable Schedule.

Lessor Equipment - Equipment manufactured or assembled by Lessor.

Net Book Value - any and all amounts which may be due and payable by you to us under the Lease, plus the present value of all Rent payments remaining through the end of the Lease Term as stated in an amortization schedule attached to the Schedule.

Other Equipment - Equipment not manufactured, assembled, or distributed by Lessor.

Product Warranty - any express product warranty from Lessor.

Rent - payments payable by the Lessee to Lessor for the acquisition of the System as shown in the applicable Schedule.

Schedule - any lease schedule under this Agreement signed by you and accepted by us.

Software - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.

System - Equipment or Software, or both, including services and software license (s), in the applicable Schedule.

System Cost - cash price of Equipment, including fees for Software license.

We, Us, and Our - Lessor or our agent.

You and Your - Lessee or your agent.

Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

TERMS AND CONDITIONS

1. LEASE TERM; ACQUISITION OF SYSTEM. TERM. This Agreement shall become effective upon the execution hereof by Lessee and Lessor. The initial term of any Schedule shall commence on the date you executes the Acceptance Certificate and shall continue through the end of your then-current fiscal year and, unless earlier terminated as expressly provided for in this Agreement, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the Lease Term. By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition, use, leasing, and/or financing of equipment or software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment, including any Software, the ordering of the Equipment, including any Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment, including any Software for your use. You shall order the System from the appropriate Contractor. Anything to the contrary notwithstanding, the lease is for one year and may be renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the Lease Term.

ESCROW AGREEMENT. If upon agreement by both you and us as to any System to be acquired and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

2. LEASE. You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

3. INVOICE PAYMENT OR REIMBURSEMENT. We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor Invoice and/or bill of sale relating to the System and if such Invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Opinion of Counsel; and (h) any other documents, items, or information required by us.

4. DELIVERY AND ACCEPTANCE OF SYSTEM. Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

5. RENT. You agree to pay us Rent consisting of principal and interest (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

NON-APPROPRIATION OF FUNDS. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON-APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

8. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where you are located, you shall have title to the Equipment immediately upon acceptance and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. In the event of a default, title to the Equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of software; (f) the System. You agree that the security interest will not

be affected if this Agreement or any Schedule is changed in any way. If allowed by the laws of the state where you are located and if we request, you agree to sign financing statements in order for us to publicly record our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

You and we acknowledge and agree that the Software is subject to the exclusive proprietary rights of Vendor and you shall have no ownership rights in the Software and you shall immediately surrender possession of the Software to us upon the occurrence of an Event of Default, or an Event of Nonappropriation. Transfer of title to us pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. You shall, nevertheless, execute and deliver any such instruments as we may request to evidence such transfer.

9. USE, MAINTENANCE AND REPAIR. You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment. You agree to install all later production versions and maintenance or enhancement releases received under the Licenses Agreement relating to the Software License portion of the Equipment (if applicable).

10. TAXES. You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income). You agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments.

11. CLAIMS. Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

12. IDENTIFICATION. You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

13. LOSS OR DAMAGE. You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at your option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will forward to you any insurance proceeds which we receive for Damaged Equipment for your use to solely repair or replace the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

14. INSURANCE. You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self-insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self-insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

15. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you

and us (or our affiliates), or (l) you fail to obtain insurance as required in Section 14.

16. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

16B. TERMINATION RIGHTS. Relating to the Software License portion of the Equipment (if applicable): In addition to all other terms and provisions provided herein, if any Payment Agreement is (i) terminated as described in Section 5 NON-APPROPRIATION OF FUNDS herein; or (ii) in default pursuant to Section 15 herein, you hereby agree and acknowledge that we or any new owner described in Section 21, shall have the right, pursuant to a Termination Rights Agreement to require Vendor to immediately terminate all licenses granted to you related to the Software, and to terminate or withhold support, consulting and all other services related to the Software License. You agree and acknowledge that you will indemnify Vendor, us or any new owner described in Section 21 for said termination. This indemnification provision shall survive the termination of this Agreement and any Payment Agreement.

You agree to execute a Termination Rights Agreement with each Vendor who is granting to you any license, support or consulting services, or other services related to a Software License under this Agreement in substantially the same form as attached Exhibit A.

17. YOUR OPTION AT END OF LEASE. Provided you are not in default, upon expiration of the Lease Term you have the option to purchase all but not less than all of the System, including a fully paid-up license in the Software listed in any Lease, for \$1.00 (plus all sales and other applicable taxes).

18. RETURN OF SYSTEM. If (a) a default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 5, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

19. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State, or a fully constituted political subdivision pursuant to Section 103-1(b) of the Code, or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; (l) you shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Rent payment to become includible in our gross income for Federal income taxation purposes under the Code; (m) you shall comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (n) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

20. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other

Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease. We will maintain a record of all assignments of the Lease in a form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. You hereby appoint us as your agent to maintain such registration record as to the record owner of the Lease.

22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

23. AGREED LEASE RATE. You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. We both intend to comply with all applicable laws. If it is determined that your payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

24. MISCELLANEOUS. Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

25. NOTICES. All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At anytime after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

27. Anything to the contrary notwithstanding, the lease is for one year and may be renewed on a year to year basis for the number of annual fiscal periods necessary to comprise the Lease term.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE INC.

BY: _____

TITLE: _____

DATE: _____

LESSEE: PUTNAM COUNTY BOARD OF EDUCATION

BY: Don McCann

TITLE: Board Chairman

DATE: September 26, 2008

FED TAX ID#: 62-6000796

SCHEDULE NO. 1 TO MASTER LEASE PURCHASE AGREEMENT NO. E09082510

This Lease Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement No. E09082510 ("Agreement"), and is effective as of 09/26, 2008. The terms, conditions, representations, and warranties of the Agreement are hereby incorporated herein by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Agreement are intended to have the same meaning as when used therein.

EQUIPMENT LOCATION			
EQUIPMENT LOCATION (NUMBER AND STREET)			
<u>1400 East Spring St.</u>			
CITY	COUNTY	STATE	ZIP CODE
<u>Cookeville</u>	<u>Putnam</u>	<u>TN</u>	<u>38506</u>

EQUIPMENT INFORMATION	
QUANTITY	EQUIPMENT DESCRIPTION (INCLUDE SERIAL NO., MAKE, MODEL, etc.)
See "Exhibit A" attached hereto and made a part hereof.	

YOUR LEASE PAYMENT SCHEDULE		
TOTAL EQUIPMENT COST: \$531,618.00		
NUMBER OF RENT PAYMENTS:	RENT:	FREQUENCY OF RENT PAYMENTS:
PAYMENT NO. 1 / DUE 10/10/2008	\$177,206.00	3 ANNUAL PAYMENTS
PAYMENT NO. 2 / DUE 10/10/2009	\$177,206.00	
PAYMENT NO. 3 / DUE 10/10/2010	\$177,206.00	
ADVANCE RENT: \$177,206.00		SPECIAL PAYMENT PROVISIONS:

LEASE RATE FACTOR / INTEREST RATE	TOTAL OF ALL RENT PAYMENTS	EQUIPMENT COST FINANCED	LEASE CHARGE RATE
COST OF CREDIT TO YOU	AMOUNT PAID AFTER ALL RENT PAYMENTS MADE	AMOUNT OF CREDIT PROVIDED FOR EQUIPMENT	DOLLAR AMOUNT CREDIT WILL COST YOU
.3333 / 0.00 %	\$531,618.00	\$531,618.00	\$0.00

CUSTOMER ACKNOWLEDGES THAT THE AMOUNT FINANCED BY APPLE INC. IS \$508,605.76 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 5.02%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 19(L) OF THE MASTER LEASE SHALL INCLUDE OID.

IMPORTANT: READ THIS BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. COUNTERPART NO. _____ OF _____ MANUALLY EXECUTED AND SERIALY NUMBERED COUNTERPARTS. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), NO SECURITY INTEREST HEREIN MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.	
LESSOR: APPLE INC.	LESSEE: PUTNAM COUNTY BOARD OF EDUCATION
BY: _____	BY: <u>Dail McConit</u>
TITLE: _____	TITLE: <u>Board Chairman</u>
DATE: _____	DATE: <u>September 26, 2008</u>
	FED TAX ID#: <u>62-6000796</u>

EXHIBIT A – EQUIPMENT INFORMATION to Lease Schedule No. 1
under Master Lease-Purchase Agreement No. E09082510

Part #	Description	QTY	Requested Price	Extended
MB403LL/A	MacBook 13-inch (White), 2.4GHz Intel Core 2 Duo	400	1,045.64	418,254.88
S2506Z/A	AppleCare Protection Plan for MacBook Air/MacBook - Auto Enroll	400	159.59	63,837.07
MA538LL/B	Apple 60W MagSafe Power Adapter for MacBook	50	61.92	3,095.92
MA561LL/A	Rechargeable Battery - 13-inch MacBook (White)	400	101.16	40,465.03
M9320G/A	Apple Mini-DVI to VGA Adapter	400	14.91	5,965.10
Total				\$531,618.00

(Including all attachments and accessories attached thereto and made a part thereof.)

The Chairman asked for discussion on the motion to approve Putnam County Schools to enter into a lease agreement with Apple Inc. There was none.

The Chairman asked the Commissioners to vote on the motion to approve Putnam County Schools to enter into a lease agreement with Apple Inc. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-three (23) voted for, zero (0) against, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF THE AGREED ORDER ON THE PYLES PROPERTY**

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion to approve the agreed order on the Pyles Property.

(SEE ATTACHED)



Wimberly Lawson
Seale Wright & Daves, PLLC

Attorneys & Counselors at Law

1420 Neal Street
Suite 201
PO Box 655
Cookeville, TN 38503-0655
931-372-9123 tel
931-372-9181 fax

Jeffrey G. Jones, Regional Managing Member
jjones@wimberlylawson.com

February 23, 2010

Debby Francis
c/o Kim Blaylock
County Executive
Putnam County
300 East Spring St., Room 8
Cookeville, TN 38501

Re: Pyles Property

Dear Debby:

I am forwarding the Agreed Order to you early. We need to have this on the next County Commission agenda.

Should you have any questions, please do not hesitate to give me a call.

Sincerely,

Jeffrey G. Jones
For the Firm

JGJ/jk

Enclosure: As Stated.

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www.wimberlylawson.com

Knoxville

Morrisville

Cookeville

Nashville

IN THE CIRCUIT COURT FOR PUTNAM COUNTY, TENNESSEE

PUTNAM COUNTY,
TENNESSEE, and the CITY OF
COOKEVILLE, TENNESSEE,

Respondents

v.

NORMA FAYE PYLES LYNCH
FAMILY PURPOSE LLC,

Petitioner.

NO. 08J0021

Filed 2-12-10
Time 2:31 P M
Marcia Borys, Clerk
By MLC D.C.

COPY

AGREED ORDER

Comes now the parties, by and through counsel, and would state unto the Court that the parties have reached an agreement regarding the Petition for Partition in Kind currently pending in this Court. The parties have agreed as follows:

The Petitioner has requested that the property that is subject to partition be divided such that a total of fifteen (15) acres is quitclaimed to the Petitioner with the remaining property to be quitclaimed to the Respondents. The fifteen (15) acres to be quitclaimed to the Petitioner is shown in the map attached as Exhibit A to the foregoing order, signed by representatives of all of the parties on February 1, 2010. For purposes of this order, the three parcels of property to be quitclaimed to the Petitioner will be designated as follows:

The property North of Interstate 40 abutting Mine Lick Creek Road is designated as "The North Parcel."

The parcel cornered by Stewart Cemetery Road and Bennett Road is designated as "The Middle Parcel."

The parcel abutted by Bennett Road and Lee Seminary Road is designated as "The South Parcel."

The approximate acreage of the parcels to be quitclaimed to the Petitioner is as follows:

- The North Parcel six (6) acres
- The Middle Parcel three and five tenths (3.5) acres
- The South Parcel five and five tenths (5.5) acres

In the aforementioned meeting of February 1, 2010 between the parties, Ms. Linda Owens as representative of the Petitioner made the following observations, which are to be taken into account in the ultimate division of the property:

1. In regards to The Middle Parcel, Ms. Owens does not need the barn. She is concerned about access to the property. According to the Interchange Justification Study provided by the State of Tennessee, a small spur road is to come off the new Bennett Road hooking back to the North approximately at the entrance to the existing barn. This will give access to The Middle Parcel. Given the location of the spur road and the fact that Ms. Owens does not desire the barn, she is willing to shave off an acre from the South side of The Middle Parcel from her first offer. This would make the size of the Middle Parcel 3.5 acres.
2. In regards to The South Parcel, Ms. Owens had anticipated that Lee Seminary Road would be developed on the North side of the present roadbed given the location of the Williams' house. Consequently, she is fine with making an adjustment from her first offer to move it back from the proposed right-of-way as shown in the Interchange Justification Study provided by the State of Tennessee. She stated that she is satisfied with a lot that has dimensions of 300 feet on the Bennett Road side and 800 feet on the Lee Seminary Road side. This would make The South Parcel approximately five and five tenths (5.5) acres.
3. In regards to The North Parcel, Ms. Owens again is seeking some assurance of access. In order to compensate for acreage taken off The Middle Parcel, Ms. Owens requested more acreage on The North Parcel such that The North Parcel would be approximately six (6) acres, and would look more like a triangle as opposed to a trapezoid as shown in Exhibit A attached to the foregoing order.

Accordingly, it is ORDERED, ADJUDGED AND DECREED, pursuant to the agreement of the parties, that

1. These three parcels (North, South, Middle) will not be condemned for use in the business park, but some utility easements or small portions of right of way may be needed for widening the existing roads in and around the business park.
2. The County and City have no control over the State and cannot make any commitment about any eminent domain that may result from the State's plans for any interchange in and around the business park.
3. The gravel Stewart Cemetery Road to the back of the property line of one parcel will remain and be a part of the parcel deeded to the LLC. It will continue to be used by the public for access to the Cemetery until the new road is finished. Assuming the new road is completed, the back portion will be closed, and access to the Cemetery will be through the new road. At that time any easement over the gravel road will cease and the LLC will own that portion of the gravel road free and clear.

4. The parcels that currently have road frontage will continue to have road frontage; however, as stated earlier, the parties acknowledge that they have no control over what the State may do in regards to the roads in and around the business park.
5. The County and City will reimburse the LLC any pro rata share of taxes in excess of what would have been charged had the property remained in a greenbelt for tax purposes. However, from this time forward the parcels will not be eligible because they are less than fifteen (15) contiguous acres.
6. The County and City will pay the Clerk of the Circuit Court for costs associated with the partition suit, not including attorney fees and discretionary costs.
7. Nothing in this agreement/order addresses the court costs associated with the condemnation suits, which includes attorney's fees, the possibility of discretionary costs, and appellate costs. These identified costs have either been addressed by the Clerk for the Court of Appeals or are to be addressed by this Court by separate order.
8. The LLC will be reimbursed 20% of all revenues received from the tenant farmer, less expenses.(i.e. utilities etc.).
9. The case, including actions for condemnation and partition, will be dismissed with full prejudice.
10. If approved by the LLC, this agreement will have to be approved by the County Commission and City Council. The approval will be strongly recommended by the attorneys; County Executive; and City Manager. It is anticipated that final approval cannot be obtained for approximately thirty (30) days, due to the bodies' meeting schedule.
11. The case will be held in abeyance pending approval by said governmental entities.

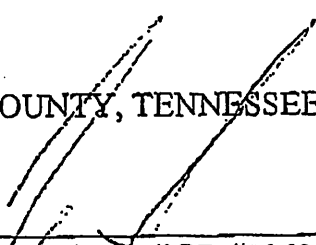
Pursuant to the terms as stated above, it is ORDERED, ADJUDGED AND DECREED, that upon the approval of the agreement by the Putnam County Commission and the Cookeville City Council, this matter shall be dismissed with the costs assessed as stated above.

ENTER, this the 12th day of February, 2010.



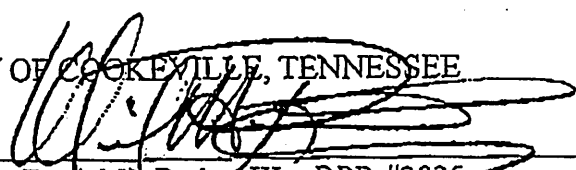
Honorable Amy Hollars
Circuit Judge, Sitting by Interchange

PUTNAM COUNTY, TENNESSEE

By: 

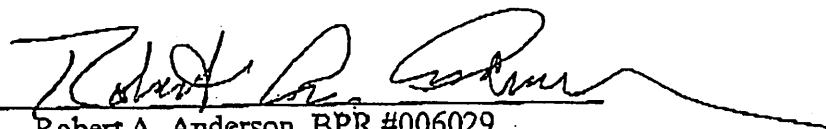
Jeffrey G. Jones, BPR #12680
Attorney for Putnam County
1420 Neal Street, Suite 201
Cookeville, Tennessee 38501
Phone: 931/372-9123

CITY OF COOKEVILLE, TENNESSEE

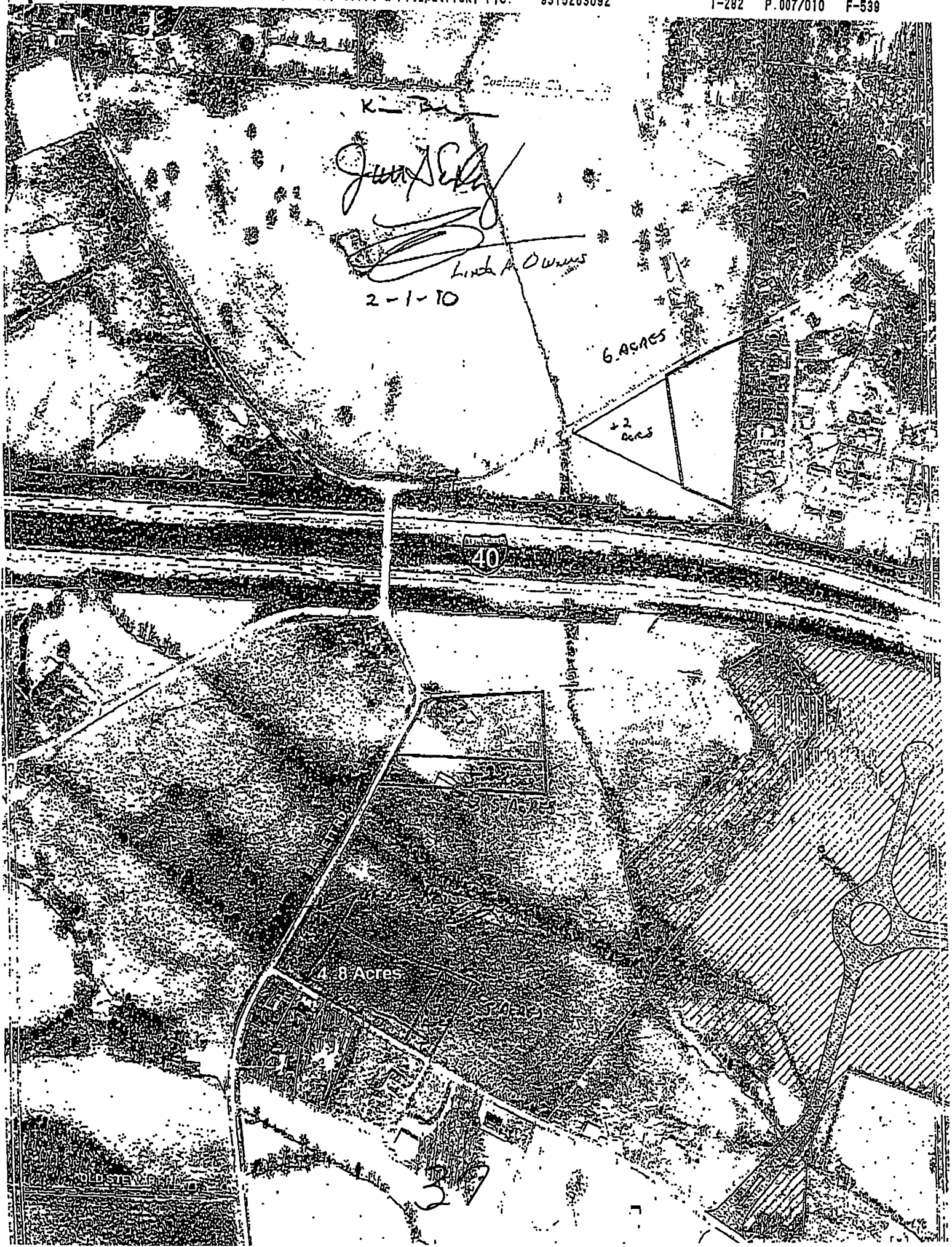
By: 

Daniel H. Rader, III, BPR #2835
Attorney City of Cookeville, Tennessee
Moore, Rader, Clift and Fitzpatrick, P.C.
Post Office Box 3347
Cookeville, TN 38502-3347
Phone: 931/526-3311

N. FAYE PYLES LYNCH

By: 

Robert A. Anderson, BPR #006029
Attorney for N. Faye Pyles Lynch
Weeks & Anderson
2021 Richard Jones Road, Ste. 350
Nashville, TN 37215
Phone: 615/383-3332





Ex. A

The Chairman asked for discussion on the motion to approve the agreed order on the Pyles Property. The Commissioners discussed the motion.

The Chairman asked the Commissioners to vote on the motion to approve the agreed order on the Pyles Property. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSTAIN

ABSENT

Joel Cowan

Johnnie Wheeler

The Clerk announced that twenty-two (22) voted for, zero (0) against, one (1) abstained, and one (1) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL FOR THE TECHNOLOGY DEPARTMENT ALONG WITH CTAS
TO DEVELOP A POLICY RELATED TO COUNTY CONTROLLED WEB SITES**

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion to approve The Technology Department along with CTAS to develop a policy related to county controlled web sites.

(SEE ATTACHED)

The Chairman asked for discussion on the motion to approve The Technology Department along with CTAS to develop a policy related to county controlled web sites. There was none.

The Chairman asked the Commissioners to vote on the motion to approve The Technology Department along with CTAS to develop a policy related to county controlled web sites. The Commissioners voted as follows:

FOR:

David Randolph

Larry Epps

Bob Duncan

Jim Martin

Jerry Ford

Scott McCanless

Andy Honeycutt

Marson McCormick

Anna Ruth Burroughs

Reggie Shanks

Joel Cowan

Mike Medley

Joe Trobaugh

Eris Bryant

Sue Neal

Dale Moss

Greg Rector

Kevin Maynard

Gene Mullins

Jere Mason

Bill Walker

Mike Atwood

Ron Chaffin

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-three (23) voted for, zero (0) against, and one (1) absent. The motion carried.

NOMINATING COMMITTEE

**MOTION RE: NOMINATING COMMITTEE RECOMMENDS THE FOLLOWING APPOINTMENTS TO THE AWARDS COMMITTEE FOR 1 YEAR TERMS TO EXPIRE MARCH 2011: REGGIE SHANKS WAYNE NABORS
ANDY HONEYCUTT DIANE CALLAHAN**

Commissioner Gene Mullins moved and Commissioner Joe Trobaugh seconded the motion to approve the appointments of Reggie Shanks, Wayne Nabors, Andy Honeycutt, and Diane Callahan to the awards committee for 1 year terms to expire March 2011.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a vote on the motion. The motion carried.

REPORT OF SPECIAL COMMITTEES

RESOLUTIONS

ELECTION OF NOTARIES

Commissioner Jere Mason moved and Commissioner Mike Atwood seconded the motion.

(SEE ATTACHED)

PUTNAM COUNTY CLERK
WAYNE NABORS COUNTY CLERK
P.O. BOX 220
COOKEVILLE TN 38503
Telephone 931-526-7106
Fax 931-372-8201

Notaries to be elected March 15, 2010

PAULA J APGAR	ANGEL LEWIS
JEFFREY M BASS	LONNIE B MCKINNIE
DIANE H BOATMAN	ELAYNE MONTGOMERY
DONNA S BOWMAN	KATHY J NELSON
KIM L BRAY	MELANIE D PAUL
SHELLY H CHRISTIAN	MELVIN SHANE PHILLIPS
BARBARA SUE COFFMAN	AMY T RAY
SHERYL L FIGG	NANCY E ROBERSON
SHELLY HAGGARD	DAVID S ROBERSON
CHRISTY KINNARD	SANDY VAN DE VOORDE

The Chairman asked for discussion on the motion to approve the Election of Notaries. There was none.

The Chairman asked the Commissioners to vote on the Election of Notaries. The Commissioners voted as follows:

FOR:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

ABSENT

Johnnie Wheeler

The Clerk announced that twenty-three (23) voted for, zero (0) against, and one (1) absent. The motion carried.

OTHER NEW BUSINESS

MOTION RE: APPROVAL OF OFFICIAL BOND OF \$100,000 FOR TERY H. LAMB AS EMERGENCY INTERIM SUCCESSOR OF BILLY J. (RED) LAMB, ROAD SUPERVISOR

Commissioner Mike Medley moved and Commissioner Joe Trobaugh seconded the motion to approve the bond of \$100,000 for Terry H. Lamb as emergency interim successor of Billy J. (Red) Lamb, Road Supervisor.

(SEE ATTACHED)



Wimberly Lawson
Seale Wright & Daves, PLLC

Attorneys & Counselors at Law

1420 Neal Street
Suite 201
PO Box 655
Cookeville, TN 38503-0655
931-372-9123 tel
931-372-9181 fax

Jeffrey G. Jones, Member
jjones@wimberlylawson.com

COPY

June 23, 2008

Wayne Nabors
County Court Clerk
P.O. Box 220
Cookeville, TN 38503-0220

Re: Highway Chief Administrative Officer of the County

Dear Wayne:

Enclosed is a copy of a flyer that Red Lamb received from the Tennessee County Highway Officials Association regarding Interim Successor Designation. Also, enclosed is a Memorandum executed by Red Lamb on July 12, 2006, regarding naming Terry Lamb as his Emergency Interim Successor. Further, there is also another designation that was executed June 19, 2008, also naming Terry Lamb as the Emergency Interim Successor. If you would, please file these documents.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Jeffrey G. Jones
For the Firm

JGJ/jk

Enclosures: As Stated.

cc: Red Lamb, w/encls.

Filed
6-25-08
W. Nabors
Co. Clerk

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COPY

DESIGNATION OF INTERIM SUCCESSOR

Pursuant to T.C.A. § 54-7-107, I hereby designate TERRY HUNTER LAMB
[designation may be made by name, title or position] to serve as the interim successor for
the office of chief administrative officer of the highway department of
PUTNAM County, Tennessee. The interim successor shall fulfill all
duties of the office of chief administrative officer as prescribed by law. The interim
successor shall serve until such time as a qualified successor is chosen in the manner
specified by law. The interim successor shall only serve if the office of chief
administrative officer of the county highway department is vacated because of death,
resignation or removal.

This Designation of Interim Successor is made this 19 day of
June, 2008.

Billy L. Jones
[Signature of chief administrative officer]

FILED
6-25-08
H. Labore
Co. Clerk

*If the county specified above has an elected highway commission, then the chief administrative officer shall file this Designation of Interim Successor with the chairperson of the county highway commission and with the county clerk.

✓ **If the county specified above does not have an elected highway commission, then the chief administrative officer shall file this Designation of Interim Successor with the chairperson of the county legislative body and with the county clerk.

SURETY'S BOND NO. 70874064

COPY

STATE BOND FORM
COB-7(82)

STATE OF TENNESSEE
COUNTY OF Putnam
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Interim Road Supervisor

KNOW ALL MEN BY THESE PRESENTS:

That Terry H. Lamb
of Cookeville
of Putnam Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of One Hundred Thousand and 00/100 Dollars (\$ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected _____ appointed to the office of Interim Road Supervisor of and for Putnam County for the (4) year term beginning on the 10th day of February, 2010 and ending on the 31st day of August, 2014.

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

That if the said Terry H. Lamb, Principal, shall:

faithfully perform the duties of the office of Interim Road Supervisor of Putnam County during his term of office or his continuance therein; and

pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void otherwise to remain in full force and effect.

WITNESS our hands and seals this 10th day of February, 2010.

WITNESS — ATTEST:

PRINCIPAL:

Terry H. Lamb

SURETY:

WESTERN SURETY COMPANY

by:

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
(Attach evidence of authority to execute bond)

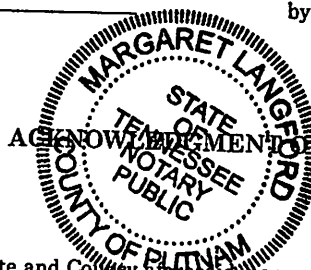
COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

STATE OF TENNESSEE

COUNTY OF PUTNAM



Before me, a Notary Public, of the State and County of Putnam, personally appeared TERRY H. LAMB with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 17th day of FEBRUARY, 2010

My Commission Expires:

12/23/13

Margaret Langford
Notary Public

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ACKNOWLEDGMENT OF SURETY

COPY

STATE OF South Dakota

COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 10th day of February, 2010.

My Commission Expires:

February 12, 2015



S. Eich
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by Kim Blaylock, County Executive
of PUTNAM County, on this 15th day of March, 2010.

Signed:

Kim Blaylock
County Executive

CERTIFICATION:

I, WAYNE NABORS, County Clerk of PUTNAM County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 15th
day of MARCH, 2010, and entered upon the minutes thereof.

Signed:

Wayne Nabors
County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Chancery _____ Circuit Court of and for said County
on this _____ day of _____, _____.

SECTION III. (Applicable to all County Officials' Bonds)

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____, _____.

Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

COPY

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One INTERIM ROAD SUPERVISOR COUNTY OF PUTNAM

bond with bond number 70874064

for TERRY H. LAMB

as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President with the corporate seal affixed this 10th day of February,
2010.

ATTEST

L. Nelson

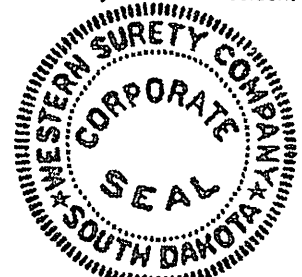
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

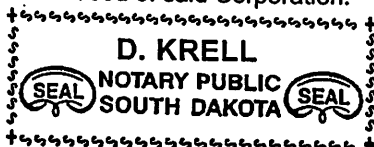
Paul T. Bruflat, Senior Vice President



STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 10th day of February, 2010, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires November 30, 2012

Form F1975-9-2006

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D. Krell

Notary Public



The Chairman asked for discussion on the motion to approve the bond of \$100,000 for Terry H. Lamb as emergency interim successor of Billy J. (Red) Lamb, Road Supervisor. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

ANNOUNCEMENTS AND STATEMENTS

EMPLOYEE OF THE MONTH FOR MARCH 2010

Employee of the month for March 2010: Nanette Pointer

CITIZEN OF THE MONTH FOR MARCH 2010

There is no citizen of the month for March 2010

(SEE ATTACHED)

EMPLOYEE OF THE MONTH FOR MARCH 2010

NANETTE POINTER

Nanette has been the Secretary to the Director of Schools Maintenance Department for the past (12) years. She was born and raised in Algood.

Her co-workers describe her as a very kind and sweet lady and always thinks of others beyond her own needs. She personifies a great employee with her professional attitude and soft spoken voice and always ready to help others at any time.

Footnote: There is no citizen of the month for March 2010.

MOTION RE: ADJOURN

Commissioner Mike Medley moved and Commissioner Joe Trobaugh seconded the motion to Adjourn.

The Chairman asked for a voice vote on the motion to adjourn. The motion carried.

FISCAL REVIEW COMMITTEE MINUTES

March 8, 2010

Prepared by Deborah Francis

ROLL CALL

Bob Duncan	Present	Greg Rector	Present
Jerry Ford	Present	Kevin Maynard	Present
David Randolph	Present	Bill Walker	Present
Johnnie Wheeler	Absent	Ron Chaffin	Present
Joe Trobaugh	Present	Sue Neal	Present
Andy Honeycutt	Present	Joel Cowen	Present

Item #1 School Amendments

Motion: Recommends approval of budget amendments to the General Purpose School Fund as presented.

Made By: Rector
Seconded: Trobaugh

VOICE VOTE

APPROVED

Item #2 County General Amendments

Motion: Recommends approval of the budget amendments to the County General Fund in the amount of \$20,700.

Made By: Trobaugh
Seconded: Rector

VOICE VOTE

APPROVED

Item #3 Amendments to the Capital Projects Fund

Motion: Recommends approval of budget amendments to the Capital Projects Fund in the amount of \$12,464.

Made By: Duncan
Seconded: Chaffin

VOICE VOTE

APPROVED

Item #4 Delinquent Tax Attorney appointment

Motion: Recommends approval of Gail Glover's request to appoint Jeff Jones as the delinquent tax attorney for the 2008 real and personal property taxes.

Made By: Rector
Seconded: Duncan

VOICE VOTE

APPROVED

Item #5 ***Request from BOE for lease agreement with Apple Inc.***

Motion: **Recommends approval for Putnam County Schools to enter into a lease agreement with Apple Inc.**

Made By: Walker
Seconded: Trobaugh

VOICE VOTE

APPROVED

Item #6 ***Discussion on Juvenile/Circuit Court Software***
Randy Porter filled the Committee in on what is being done on getting requests for proposals for this software. He explained that it was unique software and have only had 3 vendors to submit proposals. Wanted the Committee to know they hopefully would have a cost by next month's meeting.

NO ACTION TAKEN AT THIS TIME

Item #7 ***Pyles Property Agreed order***

Motion: **Recommends approval of the agreed order on the Pyles Property.**

Made By: Trobaugh
Seconded: Duncan

VOICE VOTE

APPROVED

Item #8 ***Any other business***
Discuss policy related to county web sites.
Was deleted on Planning and added to Fiscal Review
Discussion was about coming up with a policy that would be appropriate for our county to protect our information.

Motion: **Recommends approval for the Technology department along with CTAS to develop a policy related to County controlled web sites.**

Made By: Duncan
Seconded: Maynard

VOICE VOTE

APPROVED

ADJOURNED

FISCAL REVIEW AGENDA

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 3, 2010

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on Monday, March 8, 2010, at 5:00 PM in the County Commission Chambers at the Courthouse.

1. Consider budget amendments to the General Purpose School Fund.
2. Consider budget amendments to the County General Fund.
3. Consider budget amendments to the Capital Projects Fund.
4. Consider Trustee Gail Glover's request to appoint Jeff Jones and the delinquent tax attorney for the 2008 real and personal property taxes.
5. Discuss Board of Education request for Putnam County Schools to enter into a lease agreement with Apple Inc.
6. Discuss Juvenile/Circuit Court Software.
7. Discuss Agreed order on the Pyles Property.
8. Any other business that needs to be reviewed by the Fiscal Review Committee.

PLANNING COMMITTEE MINUTES

March 8, 2010

Prepared by Deborah Francis

Jim Martin	Present	Eris Bryant	Present
Scott McCanless	Present	Dale Moss	Present
Reggie Shanks	Present	Jere Mason	Present
Marson McCormick	Present	Gene Mullins	Present
Anna Ruth Burroughs	Present	Mike Atwood	Present
Larry Epps	Present	Mike Medley	Present

Item #1 ***Deleted and placed on Fiscal Review***

Item #2 ***Resolution supporting the restoration of the real estate transfer tax conservation funds.***

Motion: **Recommends approval of a Resolution supporting the restoration of the real estate transfer tax conservation funds.**

Made By: Mullins **VOICE VOTE** **APPROVED**
Seconded: Martin

Item #3 ***Road Committee recommendations***

Motion: **Recommends approval to close a portion of D. Farley Road located in the fourth civil district of Putnam County.**

Made By: Martin **VOICE VOTE** **APPROVED**
Seconded: Medley

Item #4 **Recommends approval to close a 800 foot section of Peach Orchard Road located in Putnam County.**

Made By: Medley **VOICE VOTE** **APPROVED**
Seconded: McCanless

ADJOURNED

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PLANNING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 3, 2010

RE: Planning Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, March 8, 2010, at 6:00 PM in the County Commission Chambers at the Courthouse.

1. Discuss policy related to county web sites.
2. Consider Resolution supporting the restoration of the real estate transfer tax conservation funds.
3. Any recommendations by the Road Committee.
4. Any other business that needs to be reviewed by the Planning Committee.

NOMINATING AGENDA

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 3, 2010

RE: Nominating Committee Agenda

Listed below are the items to be considered by the County Nominating Committee on Monday, March 8, 2010 at 5:30 PM in the County Commission Chambers in the Courthouse.

- 1. Consider appointments to the Awards Committee:

Reggie Shanks	1 year term
Andy Honeycutt	1 year term
Wayne Nabors	1 year term
Diane Callahan	1 year term

- 2. Any other business that needs to be reviewed by the Nominating Committee