

**MINUTES
OF
PUTNAM COUNTY COMMISSION
MARCH 18, 2013**

Prepared by:

**Wayne Nabors
Putnam County Clerk
121 S Dixie Avenue
Cookeville, TN 38501**

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on March 18, 2013 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding the Chairman, Mike Atwood and County Clerk, Wayne Nabors.

The Sheriff, David Andrews called the meeting to order.

The Chairman, Mike Atwood, recognized Commissioner Mike Medley for the Invocation.

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

The Chairman asked the Commissioners to signify their presence at the meeting and the following were present:

PRESENT

Scott Ebersole	Eris Bryant
Tom Short	Sue Neal
David Gentry	Jonathan Williams
Jerry Ford	Daryl Blair
Ron Williamson	Kevin Maynard
John Ludwig	Kim Bradford
Anna Ruth Burroughs	Jim Martin
Terry Randolph	Bob Duncan
Chris Savage	Marsha Bowman
Reggie Shanks	Steve Pierce
Joe Trobaugh	Mike Atwood
Michael Medley	Cathy Reel

The Clerk announced that twenty-four (24) were present and zero (0) absent. Therefore, the Chairman declared a quorum.

MOTION RE: APPROVAL OF THE AGENDA

The Chairman asked that adjustments be made to the Agenda to hear information from Ms. Johnnie Wheeler concerning the Drug Card under Item # 6.

MOTION RE: ADD DISCUSSION OF CARPET AT THE LIBRARY AS ITEM 7 UNDER FISCAL REVIEW

Commissioner Jonathan Williams moved and Commissioner Jim Martin seconded the motion for discussion of carpet at the Library as Item 7 under Fiscal Review.

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

The Chairman asked the Commissioners for a voice vote on the motion to approve the discussion of carpet at the Library as Item 7 under Fiscal Review. The motion carried.

Commissioner Mike Medley moved and Commissioner Marsha Bowman seconded the motion to approve the Amended Agenda.

(SEE ATTACHED)

AGENDA PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

Regular Monthly Session
Monday, March 18, 2013 6:00PM

Presiding: Honorable Mike Atwood
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
 1. Consider recommendations by the Rules Committee
 - C. Other Unfinished Business
8. New Business and Action Thereon by the Board
 - A. Report of Standing Committees

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1. Planning Committee

- a. Recommends no office space available for the Mediation Services.
- b. Recommends approval that .53 acres next to Cookeville High School and Life Church be declared surplus and to accept sealed bids on the sale of this property.
- c. Recommends approval of the Land and Facilities recommendation to proceed with a site plan for a centralized fuel depot for the School and County Departments.

2. Fiscal Review Committee

- a. Recommends approval of budget amendment to the County General Fund.
- b. Recommends approval of budget amendments to the General Purpose School Fund.
- c. Recommends approval of a budget amendment to the County General Fund transferring \$300,000 to the Capital Projects Fund.
- d. Recommends approval of a budget amendment to the Capital Projects Fund in the amount of \$300,000.
- e. Recommends on checking the possibility of combining the \$6,225,000 refunding issue along with the \$53,500,000 School building funds.

F. Discussion on CARPET AT THE P.C. LIBRARY

3. Nominating Committee

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

1. Hear information from Ms. Johnnie Wheeler information concerning the Drug Card.

9. Announcements and Statements

10. Adjourn

The Chairman asked for discussion on the motion to approve the Agenda as Amended. There was none.

The Chairman asked for a voice vote on the motion to approve the Agenda as Amended. The motion carried.

MOTION RE: APPROVE MINUTES OF THE PREVIOUS MEETING

Commissioner Kevin Maynard moved and Commissioner Scott Ebersole seconded the motion to approve the Minutes of the February 19, 2013 meeting of the Putnam County Board of Commissioners.

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

The Chairman asked for a voice vote on the motion to approve the Minutes of the February 19, 2013 meeting of the Putnam County Board of Commissioners. The motion carried.

HEAR INFORMATION FROM MS. JOHNNIE WHEELER CONCERNING THE DRUG CARD

Johnnie Wheeler speaks to the Commission concerning Drug Cards Discount Prescriptions.

(SEE ATTACHED)

6

Putnam
County, TN

Dental Discount Program

NACO National Association of Counties
The Voice of America's Counties

Member Name: _____
(please print your name)

Member ID: _____
(Call 877-354-NACo (6226) to get your member ID)

Administered by
Careington
Promoting Health and Well-Being

It's easy to **SAVE** on dental care

After you activate your card, you simply present your membership card to one of the 75,000 participating dentists in the network. Save 5% to 50% on dental procedures, including routine oral exams, cleanings, dentures, root canals, crowns and more.

- Discounts are available at the time of service
- Everyone is accepted
- All plans include a 45 day trial period
- Unlimited program usage, with no administrative forms to file
- Program can include all family members

Dental Program Rates		
	Monthly	Annually
Individual	\$6.95	\$59.00
Family	\$8.95	\$69.00

Sign up today!

Call 877-354-NACo (6226) or visit
www.nacodentalprogram.com



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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:

MOTION RE: CONSIDER RECOMMENDATIONS BY THE RULES COMMITTEE

Commissioner David Gentry moved and Commissioner Ron Williamson seconded the motion to consider recommendations by the Rules Committee.

The Chairman asked for discussion on the Rules Committee Recommendations. The Commissioners discussed the Rules Committee Recommendations.

MOTION RE: CHANGE MOTION TO SEPARATE RULES COMMITTEE RECOMMENDATION INTO BUDGET PORTION PROCESS AND ADOPT COMMITTEES

Commissioner Ron Williamson moved and Commissioner Chris Savage seconded the motion to separate Rules Committee Recommendation into Budget Portion Process and Adopt Committees.

The Chairman asked for discussion. The Commissioners discussed the motion.

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

The Chairman asked the Commissioners for discussion on the Budget Process of Rules. The Commissioners discussed the motion.

The Chairman asked the Commissioners to vote on the Budget Process of Rules. The Commissioners voted as follows:

FOR:

Scott Ebersole
Tom Short
David Gentry
Ron Williamson
John Ludwig
Anna Ruth Burroughs
Terry Randolph
Chris Savage

Sue Neal
Jonathan Williams
Kim Bradford
Jim Martin
Bob Duncan
Steve Pierce
Mike Atwood
Cathy Reel



AGAINST:

Jerry Ford
Reggie Shanks
Joe Trobaugh
Mike Medley

Eris Bryant
Daryl Blair
Kevin Maynard
Marsha Bowman

The Clerk announced sixteen (16) voted for, eight (8) voted against, and zero (0) absent. The motion carried.

The Chairman asked the Commissioners for discussion on the Adoption of Committees. The Commissioners discussed the motion.

SUBSTITUTE MOTION RE: DELAY ACTION ON PORTION OF RULES TO ADOPT COMMITTEE STRUCTURE FOR FURTHER STUDY

Commissioner Scott Ebersole moved and Commissioner Chris Savage seconded the substitute motion to delay action on portion of Rules to Adopt Committee Structure for further study.

The Chairman asked for discussion on the substitute motion. The Commissioners discussed the motion.

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

OTHER UNFINISHED BUSINESS: None

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS NO OFFICE SPACE AVAILABLE FOR MEDIATION SERVICES

Commissioner Eris Bryant moved and Commissioner Mike Medley seconded the motion to approve no office space available for Mediation Services.

(SEE ATTACHED)

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Mediation Services of Putnam County

P.O. Box 1303
Cookeville, TN 38503

February 11, 2013

Putnam County Commission
Cookeville, TN 38501

Dear Commission Members:

I am writing to request space be provided by the county for Mediation Services. If possible, the agency needs an office, a mediation room, storage space, and access to a conference room if the mediation room is too small to accommodate mediations with more than two participants.

The building in which we had our office was sold in January and the new owner plans to use it for his own office. We have moved into a temporary space, thanks to a supporter. But he also is thinking of selling his building and the space is too small to adequately provide services on site.

The Victim-Offender Mediation Center legislation, TCA 16-20-106, states that "Centers must, whenever reasonably possible, make use of public facilities at free or nominal cost".

The provision of office space would reduce our budget to help (1) offset the decreases in money raised and received through the few grants that continue to fund mediation that the agency is experiencing in these difficult economic times and (2) maintain services for the hundreds of juveniles and adults with whom we work each year.

I have attached a copy of the legislation and highlighted the passage on page 2.

I look forward to meeting with the commission to discuss this request. Please contact me for any further information you may need.

Thank you for your time and consideration of this request.

Sincerely,



Linda Mix
Executive Director
(my cell – 931/ 644-3531)

APPENDIX C

CHAPTER 19

[RESERVED]

CHAPTER 20

THE VICTIM-OFFENDER MEDIATION CENTER

SECTION.

- 16-20-101. Legislative findings and intent.
16-20-102. Operation by a corporation.
16-20-103. Confidential and privileged documents and communications.
16-20-104. Withdraw from dispute resolution

SECTION.

- 16-20-105. Immunity from suit.
16-20-106. Raising and disbursing funds – State funding.

16-20-101. Legislative findings and intent. – (a) The general assembly finds and declares that:

(1) The resolution of felony, misdemeanor and juvenile delinquent disputes can be costly and complex in a judicial setting where the parties involved are necessarily in an adversary posture and subject to formalized procedures; and

(2) Victim-offender mediation centers can meet the needs of Tennessee's citizens by providing forums in which persons may voluntarily participate in the resolution of disputes in an informal and less adversarial atmosphere.

(b) It is the intent of the general assembly that programs established pursuant to this chapter:

(1) Stimulate the establishment and use of victim-offender mediation centers to help meet the need for alternatives to the courts for the resolution of certain disputes;

(2) Encourage continuing community participation in the development, administration, and oversight of local programs designed to facilitate the informal resolution of disputes between and among members of the community;

(3) Offer structures for dispute resolution which may serve as models for centers in other communities; and

(4) Serve a specific community or locale and resolve disputes that arise within that community or locale. [Acts 1993, ch. 420, § 1.]

Comparative Legislation. Victim-Offender
Mediation Act:
Ark. Code § 16-90-107 et seq.

Collateral References. 21 Am. Jur. 2d
Criminal Law § 572 et seq.

16-20-102. Operation by a corporation. – (a) A victim-offender mediation center may be created and operated by a corporation organized to resolve disputes. The corporation shall not be organized for profit and no part of the net earnings may inure to the benefit of any private shareholders or individuals. The majority of the directors of such a corporation shall not consist of members of any single profession.

(b) To be eligible for funds under this chapter, a center must do the following:

(1) Comply with this chapter and the rules adopted by the supreme court of Tennessee;

(2) Provide neutral mediators who have received training in conflict resolution techniques in accordance with rules of the supreme court;

(3) Provide victim-offender mediation in felony, misdemeanor and juvenile delinquent cases without cost to the participants;

(4) Provide dispute resolution services to the community on a voluntary basis; and

(5) At the conclusion of the mediation process, provide a written agreement or decision to the referral source setting forth the settlement of the issues and future responsibilities of each participant.

(c) Each center that receives funds under this chapter must:

(1) Be operated by a grant recipient;

(2) Be operated in compliance with rules adopted by the supreme court;

(3) Be operated under a contract with the administration office of the courts; and

(4) Comply with this chapter.

(d)(1) Funds available for the purposes of this chapter may be allocated for services provided by eligible centers.

(3) A center applying for funding is to include the following information in its application:

(A) Cost of operating the center, including the compensation of employees;

(B) Description of the proposed area of service and number of participants expected to be served;

(C) Proof of non-profit 501(c)(3) status;

(D) Charter of incorporation; and

(E) Evidence of support of criminal justice agencies to make referrals.

(e) The administrative office of the courts may accept, apply for, and disburse public or private funds for the purposes of this chapter.

(f)(1) The comptroller of the treasury or the comptroller's authorized representatives may inspect, examine, and audit the fiscal affairs of local programs or centers.

(3) Centers must, whenever reasonably possible, make use of public facilities at free or nominal cost.

(g) A center operated under this chapter is not a state agency or an instrumentality of the state. Employees and volunteers of a center are not employees of the state.

(h) A center that receives funds under this chapter must annually provide the administrative office of the courts with statistical data regarding the following:

(1) The operating budget;

(2) The number of referrals, categories, or types of cases referred;

(3) The number of parties serviced;

(4) The number of disputes resolved;

(5) The nature of the resolution, amount, and type of restitution to the victim and/or community; and

(6) Rates of compliance.

The data shall maintain the confidentiality and anonymity of all mediation participants. [Acts 1993, ch. 420, § 2.]

16-20-103. Confidential and privileged documents and communications. – All memoranda, work notes or products, or case files of centers established under this chapter are confidential and privileged and are not subject to disclosure in any judicial or administrative proceeding unless the court or administrative tribunal determines that the materials were submitted by a

participant to the center for the purpose of avoiding discovery of the material in a subsequent proceeding. Any communication relating to the subject matter of the resolution made during the resolution process by any participant, mediator, or any other person is a privileged communication and is not subject to disclosure in any judicial or administrative proceeding unless all parties to the communication waive the privilege. The foregoing privilege and limitation on evidentiary use does not apply to any communication of a threat that injury or damage may be inflicted on any person or on the property of a party to the dispute, to the extent the communication may relevant evidence in a criminal matter. Such communications shall not be construed to be public records pursuant to title 10, chapter 7. [Acts 1993, ch. 420, § 3.]

16-20-104. Withdraw from dispute resolution. – Any person who voluntarily enters a dispute resolution process at a center established under this chapter may revoke such person's consent, withdraw from dispute resolution, and seek judicial or administrative redress prior to reaching a written resolution agreement. No legal penalty, sanction, or restraint may be imposed upon the person. [Acts 1993, ch. 420, § 4.]

16-20-105. Immunity from suit. – (a) Members of the board of directors of a victim-offender mediation center are immune from suit in any civil action based upon any proceedings or other official acts performed in good faith as members of the board.

(b) Employees and volunteers of a center are immune from suit in any civil action based on any proceedings or other official acts performed in their capacity as employees or volunteers, except in cases of willful or wanton misconduct.

(c) A center is immune from suit in any civil action based on any of its proceedings or other official acts performed by its employees, volunteers, or members or its board of directors, except:

(1) In cases of willful or wanton misconduct by its employees or volunteers; and

(2) In cases of official acts performed in bad faith by members of its board. [Acts 1993, ch. 420, § 5.]

16-20-106. Raising and disbursing funds – State funding. – (a) A victim-offender mediation center may raise and disburse funds from any public or private source for the purposes of this chapter.

(b) A center's share of funding from the state of Tennessee shall not exceed fifty percent (50%) of the approved estimated cost of the program. [Acts 1993, ch.420, § 6.]

The Chairman asked for discussion on the motion to approve no office space available for Mediation Services. There was none.

The Chairman asked the Commissioners for a voice vote on the motion to approve no office space available for Mediation Services. The motion carried.

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL THAT .53 ACRES NEXT TO COOKEVILLE HIGH SCHOOL AND LIFE CHURCH BE DECLARED SURPLUS AND TO ACCEPT SEALED BIDS ON THE SALE OF THIS PROPERTY

Commissioner Eris Bryant moved and Commissioner Chris Savage seconded the motion to approve that .53 acres next to Cookeville High School and Life Church be declared surplus and to accept sealed bids on the sale of this property.

The Chairman asked for discussion on the motion. The Commissioners discussed the motion.

The Chairman asked the Commissioners to vote on the motion to approve that .53 acres next to Cookeville High School and Life Church be declared surplus and to accept sealed bids on the sale of this property. The Commissioners voted as follows:

FOR:

Scott Ebersole
Tom Short
David Gentry
Jerry Ford
Ron Williamson
John Ludwig
Anna Ruth Burroughs
Terry Randolph
Chris Savage
Reggie Shanks
Joe Trobaugh
Michael Medley

Eris Bryant
Sue Neal
Jonathan Williams
Daryl Blair
Kevin Maynard
Kim Bradford
Jim Martin
Bob Duncan
Marsha Bowman
Steve Pierce
Mike Atwood
Cathy Reel

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, and zero (0) absent. The motion carried.

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE LAND AND FACILITIES RECOMMENDATION TO PROCEED WITH A SITE PLAN FOR A CENTRALIZED FUEL DEPOT FOR THE SCHOOL AND COUNTY DEPARTMENTS

Commissioner Eris Bryant moved and Commissioner Kim Bradford seconded the motion to approve the Land and Facilities recommendation to proceed with a site plan for a centralized fuel depot for the School and County Departments.

(SEE ATTACHED)

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LAW OFFICES
MOORE, RADER AND FITZPATRICK, P.C.
46 NORTH JEFFERSON AVENUE
COOKEVILLE, TENNESSEE
38501

L. DEAN MOORE
DANIEL H. RADER III
WALTER S. FITZPATRICK III
RICHARD LANE MOORE
DANIEL H. RADER IV

MAILING ADDRESS
POST OFFICE BOX 3347
38502
—
TELEPHONE
(931) 526-3311
—
FACSIMILE
(931) 526-3092

February 4, 2013

RECEIVED
FEB 5 - 2013

Ms. Kim Blaylock, County Executive
300 East Spring Street, Suite 8
Cookeville, TN 38501

Re: Putnam County Board of Education – Cookeville High School deed

Dear Kim:

Enclosed is a deed from the Putnam County Board of Education to Putnam County, Tennessee. As you may have learned, Cookeville First Assembly has appeared before the Putnam County Board of Education on several occasions requesting the title to this property as it adjoins their church facility.

In accordance with the original deed from Putnam County to the Putnam County Board of Education, if the Putnam County Board of Education ceases to use this property for educational purposes, it reverts to Putnam County.

The Putnam County Board of Education passed a resolution indicating that they no longer desire this particular .53 acres for educational purposes, so it reverts to Putnam County. This Quitclaim Deed evidences that reversion.

I am sure that the church will now petition the County Commission to have this property declared surplus, so that they can purchase it.

Several years ago they had an appraisal done on the property and offered \$7,500.00 to the Board of Education - - so there is some value in this property.

I am enclosing the original deed from the Putnam County Board of Education to Putnam County, as well as a copy of the original deed, drawings showing where this property is and documents which we received from the church regarding this matter, so that you will understand the entire situation.

*Emailed
to Sandra & facilitated
2-6-13 per Chris.*

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MOORE, RADER AND FITZPATRICK, P.C.

Ms. Kim Blaylock
February 4, 2013
Page 2

If you have any questions at any time, please do not hesitate to contact me.

Yours very truly,

MOORE, RADER
AND FITZPATRICK, P.C.



Daniel H. Rader III

DHRIII/hsj
Enclosures

cc: Mr. Jerry Boyd
Mr. Jeffrey Jones

Cookeville First
Assembly



June 10, 2009

Cookeville High School
One Cavalier Drive
Cookeville, TN 38501

Attn: Wayne Shanks

Ref: Proposal to Purchase Enclosed Referenced Property

Dear Mr. Shanks,

As per our discussion, we have requested from Mullins Land & Appraisal Company, Real Estate Value for the described Property. The Opinion of Real Estate Value is Seven Thousand Five Hundred Dollars, (\$7,500.00). Cookeville High School is a great Neighbor to Cookeville First Assembly and we value your servant Spirit and cooperation in all our past experiences. We want to be an equally Good Neighbor and offer Ten Thousand Dollars, (\$10,000.00) for the purchase of the Referenced property. We will include in our offer the reconstruction of the Fence along the new property line and seeding of all disturbed areas.

Cookeville First Assembly will be responsible for all Deeds, Recordings and Surveys required to complete the purchase of Described Property. No cost will be incurred by the School concerning the purchase and closing of the property.

May the Grace of our Lord Jesus be with you!!

In the Name of the Almighty,


Pastor Bobby Davis

CC: Kathleen Airhart, Superintendent of Schools

Enc: Opinion of Real Estate Value:
Warranty Deed - County to School Board
Boundary Description - Plat

RECEIVED
6/11/09

2223 N. Washington Avenue • Cookeville, Tennessee 38501 • Phone: 931.526.6900 • Fax: 931.526.2522 • Emergency Phone: 931.239.9683
Website: www.cookevilleag.com • Email: churchemail@cookevilleag.com

Supplemental Addendum

File No. 60771

Property Address		City		County		State		Zip Code	
Vickers Lane		Cookeville		Putnam		TN		38501	

OPINION OF REAL ESTATE VALUE

Please note that this is a letter of opinion of value and is not an appraisal.

This opinion of value has been completed for the Cookeville First Assembly of God which is located at 2223 Washington Avenue, Cookeville, TN. 38501.

The subject property is located at the end of Vickers Lane, Cookeville, TN, and is described as a portion of the Putnam County Board of Education Property, 2355 North Washington Avenue, Cookeville, TN. 38501. According to Clinton Engineering Services, LLC, the subject is a portion of the property conveyed to the Putnam County Board of Education in WD Book # 342, Page # 605 and contains approximately 0.634+ acres of vacant land.

The subject property is zoned CI for Commercial & Industrial Mixed Use according to the City of Cookeville Zoning map. The lot appears to be somewhat low and would most likely require considerable work for use as a building site. The site has limited street access and would have to have city utilities such as water and sewer installed.

Due to the size of the subjects lot, limited access and work needed to make the lot an acceptable building site, I feel that the site value is limited, therefore, my opinion of the subjects current value as of 6/4/2009 is approximately \$7,800.00.

Please see the attached Boundry Description which was provided by Clinton Engineering Services, LLC for a more detailed description of the subjects site.

Respectfully submitted,

Joseph C. Mullins
Mullins Land & Appraisal Company

Signature	<u>Joseph C. Mullins</u>	Signature	_____
Name	_____	Name	_____
Date Signed	_____	Date Signed	_____
State Certification #	_____	State Certification #	_____
Or State License #	_____	Or State License #	_____

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Survey

BOUNDARY DESCRIPTION
Portion of the Putnam County
Board of Education Property
2353 North Washington Avenue
Cookeville, Tennessee
First Civil District, Putnam County, Tennessee

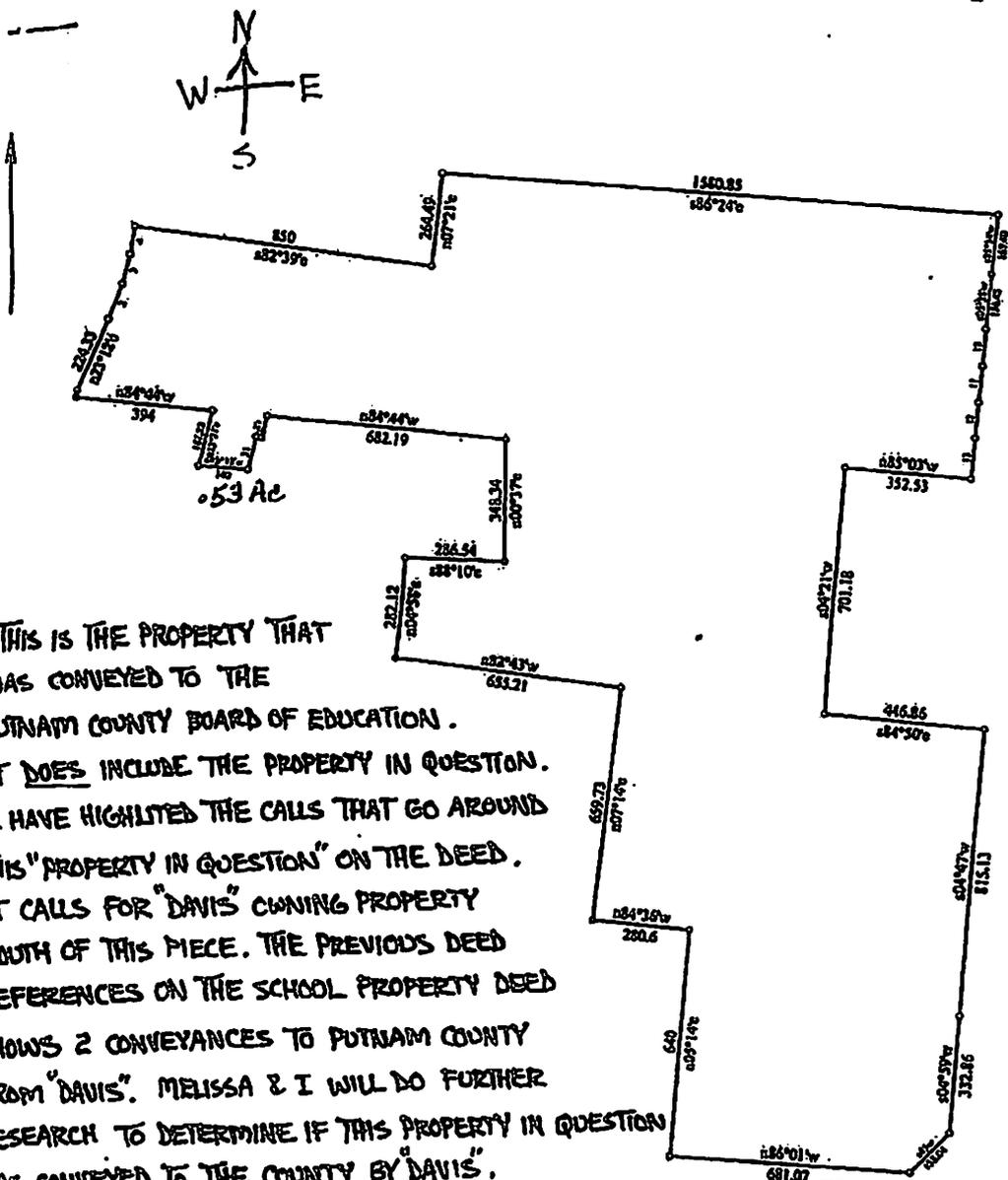
Being a portion of a certain tract or parcel of land lying and being in the First Civil District of Putnam County, Tennessee and being more particularly described as follows: Beginning at a 1/2" rebar set at the end of Vickess Lane, said point being the southeast corner of the Cookeville First Assembly of God property (R8497753) and the southeast corner of the property described hereinafter; thence, running with the east line of Cookeville First Assembly of God (R8497753) 107.17' to a 1/2" rebar found in the south line of Cookeville First Assembly of God (R8497753), said point being the northeast corner of Cookeville First Assembly (R8497753) and the southeast corner of Cookeville First Assembly (R8497753); thence, running with the east line of Cookeville First Assembly (R8497753) N19°27'43"E 50.35' to a metal fence post found in the south line of Putnam County Board of Education (R8497753), said point being the northeast corner of Cookeville First Assembly (R8497753) and the northeast corner of the property described hereinafter; thence, crossing a fence line through the line of the easement running S85°22'54"E 134.59' to a metal fence post found in the west line of Cookeville First Assembly of God (R8497753), said point being the northeast corner of Cookeville First Assembly (R8497753) and the northeast corner of the property described hereinafter; thence, running with the west line of Cookeville First Assembly (R8497753) and a fence for 300' (3) ends as follows: S19°43'11"W 65.16' to a 1/2" rebar found; thence, N77°39'02"W 12.35' to a 1/2" rebar found; thence, S15°15'41"W 43.31' to a metal fence post found in the north line of Cookeville First Assembly of God (R8497753), said point being the southeast corner of the property described hereinafter; thence, running with the north line of Cookeville First Assembly of God (R8497753); thence, running with the north line of Cookeville First Assembly (R8497753) N84°44'14"E 100.30' to the point of beginning and containing 0.334 Acres by Survey. Actual field survey performed by Grady C. Phillips, R.L.S., #2488, Clinton Engineering Services, LLC, 320 South Lewis Avenue Suite A, Cookeville, Tennessee on June 7, 2009.

Being a portion of the same property as conveyed to the Putnam County Board of Education in Warranty Deed Book 343, Page 635 of the Putnam County Register's Office, Cookeville, Tennessee, which is the previous and last conveyance.

I do hereby certify this survey to be accurate and correct to the best of my knowledge and belief and I do hereby certify that it meets or exceeds the requirements for surveying as set forth by the governing authorities.

CLINTON ENGINEERING SERVICES, LLC
303 South Lewis Avenue, Suite A
Cookeville, TN 38501

Grady C. Phillips, R.L.S. #2488, Date



THIS IS THE PROPERTY THAT WAS CONVEYED TO THE PUTNAM COUNTY BOARD OF EDUCATION. IT DOES INCLUDE THE PROPERTY IN QUESTION. I HAVE HIGHLIGHTED THE CALLS THAT GO AROUND THIS "PROPERTY IN QUESTION" ON THE DEED. IT CALLS FOR "DAVIS" OWNING PROPERTY SOUTH OF THIS PIECE. THE PREVIOUS DEED REFERENCES ON THE SCHOOL PROPERTY DEED SHOWS 2 CONVEYANCES TO PUTNAM COUNTY FROM "DAVIS". MELISSA & I WILL DO FURTHER RESEARCH TO DETERMINE IF THIS PROPERTY IN QUESTION WAS CONVEYED TO THE COUNTY BY "DAVIS".

THE TAX INFORMATION INCLUDED IS ONLY FOR THE 6 ACRE TRACT THAT C.F.A. PURCHASED FROM "MOORE". THE ASSESSORS INFORMATION APPEARS TO SHOW THE "PROPERTY IN QUESTION" INCLUDED WITH THE CHURCH'S 6 ACRE PARCEL.

I'LL LET YOU KNOW AS SOON AS I GET MORE INFORMATION. FEEL FREE TO CALL IF YOU HAVE ANY QUESTIONS OR IF WE CAN DO ANYTHING ELSE.

THANKS, TRAVIS

GIS LINK:

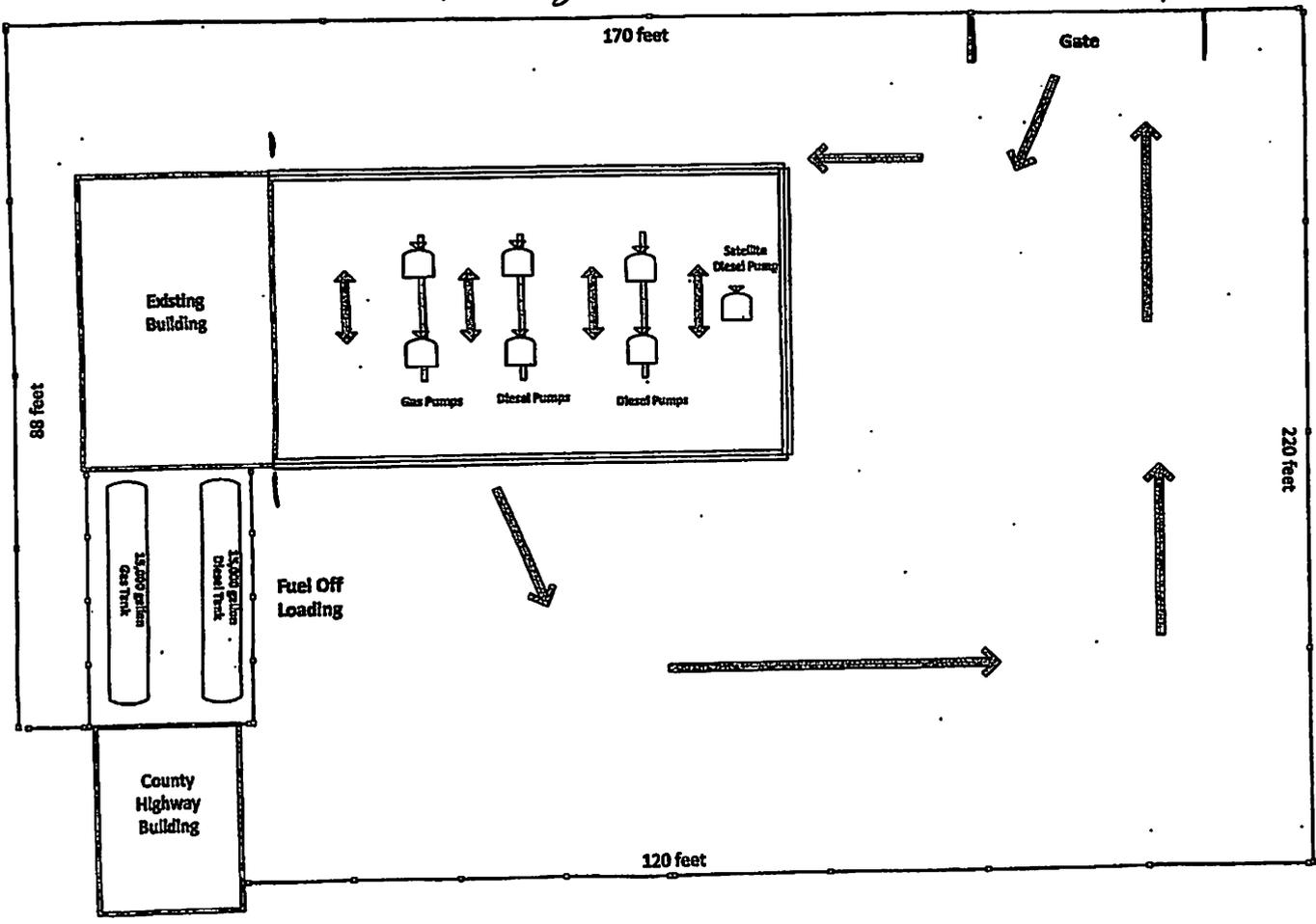
UT11040C%20E%2001300&...

Structural Elements Data Information			
Actual Year Built	Effective Year Built	Base Area	Auxiliary Base Area
No Information Available			

Extra Features/Special Building Data Information			
Description	Size	Effective Year	Value
No Information Available			

Fuel SITE
Fuel Depot

Jefferson



The Chairman asked for discussion on the motion to approve the Land and Facilities recommendation to proceed with a site plan for a centralized fuel depot for the School and County Departments. The Commissioners discussed the motion.

The Chairman asked the Commissioners for a voice vote on the motion to approve the Land and Facilities recommendation to proceed with a site plan for a centralized fuel depot for the School and County Departments. The motion carried.

FISCAL REVIEW COMMITTEE

MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND

Commissioner Scott Ebersole moved and Commissioner Ron Williamson seconded the motion to approve the Budget Amendments to the County General Fund.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department: COUNTY GENERAL FUND

Date: March 2013

<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 Exp/Rec.</u>
Election Commission							
101	51500-169	Part Time	16,000		2,600	18,600	13,822
101	51500-189	Other Salaries	85,600	2,600		83,000	55,707
Ambulance Service							
101	55130-133	Paraprofessionals	1,852,250	90,000		1,762,250	1,208,245
101	55130-169	Part Time	190,900		85,035	275,935	191,178
101	55130-187	Overtime	103,500		50,000	153,500	103,551
101	55190-196	In Service Training	7,250	7,250		0	0
101	44990	EMS Standby <i>Revenues from Events</i>			2,785		
101	43120	Patient Charges	3,000,000		35,000	3,035,000	2,471,006
Fire Department							
101	54310-189	Other Salaries	40,000		63,750	103,750	36,044
101	54310-169	Part Time	0		31,875	31,875	0
101	39000	Fund Balance		95,625			
Drug Court							
101	53330-399	Other Contracted Serv.	20,478		7,450	27,928	15,013
101	#34520	Reserve for Drug Court		7,450			
Other Emergency Mgt.							
101	54490-735	Health Equipment	0		26,600	26,600	0
101	#46390	Other Health and Welfare RMCC Grant	0		26,600	26,600	0

TRANSFER PER MEMO FROM DEBBIE STEIDL

EMS - See memo from Randy Porter

Fire Department - Employees salaries approved by Commission

Drug Court - See letter from Greg Bowman and note from D. Francis

Other Emergneyc Mgt. - See Grant Contract for Health Equipment for EMS

Putnam County Election Commission

705 County Services Drive
Cookeville, Tennessee 38501
(931) 526-2566 Phone • (931) 526-8724 Fax



DATE: March 5, 2013
TO: Debby Francis and County Commissioners
FROM: Debbie Steidl, Administrator of Elections *DS*
RE: Budget Amendment

We are requesting a move of \$2,600.00 from line item 189 (Other Salaries and Wages) to line item 169 (Part-Time Personnel). We have had changes in our staff and need extra help sending confirmation cards (required by law) out to voters.

Thank you for your consideration.

PUTNAM COUNTY EMERGENCY MEDICAL SERVICES

270 Carlen Drive; Cookeville, TN 38501
Phone (931) 528-1555 Fax (931)372-0295

BUDGET AMENDMENTS

From 55130-133 Paraprofessionals to 55130-169 Part-time Personnel \$55,000

This is where part-time employees are used to work in full-time positions while they are vacant and for work comp injuries, maternity leave, etc. Transfer to cover cost already incurred. No new money.

From 55130-133 Paraprofessionals to 55130-187 Overtime Pay \$35,000

This is where part-time employees are used to work in full-time positions while they are vacant and for work comp injuries, maternity leave, etc. Transfer to cover cost already incurred. No new money.

From 44990 EMS Standby to 55130-169 Part-time Personnel \$2,785

EMS is reimbursed where we cover ballgames, sporting and special events. This is to transfer those funds to cover our cost already incurred. No new money.

From 55190-196 In-Service Training to 55130-169 Part-time Personnel \$7,250

This is to move funds from the CPR training budget to cover for annual training of the students at the High Schools which has already taken place. No new money.

From 43120 Patient Charges to 55130-169 Part-time Personnel \$20,000

Our call volume is up another 4% this year added to the 10% increase we had last year for a 14% increase in two years. We have had no increase in this line item for the past two years. This amendment is needed to cover the increase in call volume. This is only an estimate at this time. The positive is our revenue is also increasing so the extra funds are there.

From 43120 Patient Charges to 55130-187 Overtime Pay \$15,000

Our call volume is up another 4% this year added to the 10% increase we had last year for a 14% increase in two years. We have had no increase in this line item for the past two years. This amendment is needed to cover the increase in call volume. This is only an estimate at this time. The positive is our revenue is also increasing so the extra funds are there.

133	169	187
55,000	55,000	35,000
35,000	2,785	15,000
90,000	20,000	50,000
	7,250	
	85,035	

General Sessions Court

PROBATE & JUVENILE COURTS

JOHN HUDSON NOLAN R. GOOLSBY

JUDGES

March 1, 2013

Honorable Kim Blaylock &
Honorable County Commissioners
300 E. Spring St.
Cookeville, TN 38501

RE: Drug Court Contract

Dear Kim and Commissioners:

Please consider the following budget amendment regarding the 2009-2010 Federal Drug Court Grant. We have been attempting to close this grant which existed during the Upper Cumberland Drug Court (UCDC) and through the transition period to UCHRA. We have received the actual match obligation to be submitted to the Department of Justice for the grant monies received from 2009-2010. This grant ran from October 1, 2009 thru September 30, 2010. We have been holding these funds in reserve until the actual match was determined by the Department of Justice as to the total grant funds used.

Thank you for consideration of my request.

Sincerely,



Gregory C. Bowman
Court Administrator

Cc: Julie Gore, DC Coordinator
E.J. Mackie, UCDC Atty.

*Note:
1,633.61 Reserve
Funds
Paid to UCHRA
Sept 2012
Debbey*

Putnam County Budget Amendment/Line Item Transfer Authorization Form

Department: Drug Court

Date: 3/1/2013

<u>Item #</u>	<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Increase</u>	<u>Decrease</u>	<u>Requested Approval Amount</u>	<u>Amount Expended (Received) YTD</u>
---------------	---------------	------------------	----------------------------	--------------------------------	-----------------	-----------------	----------------------------------	---------------------------------------

1	53330	399	Other Contracted Services		\$5,816.00			
---	-------	-----	---------------------------	--	------------	--	--	--

--	--	--	--	--	--	--	--	--

1,634-

 7,450-

27

Reserve
 #34520
 \$44,234 - (6-30-12)

Explanation: See Letter Attached.

Requested by: _____
 Supervisor

Recommended for approval: _____
 Official/Department Head



Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approved

Not Approved

Date: _____

Debby Francis

From: Julie Bryant [jbryant@mail.putnamco.org]
Sent: Monday, March 04, 2013 9:01 AM
To: Greg Bowman; debby@putnamco.org
Subject: Reimbursement to DOJ/OJP

Attachments: Financial Reconciliation Report.pdf

Good morning! I wanted to send the information on where the reimbursement check to the Department of Justice should be sent to. The check should be made out to DOJ/ OJP in the amount of \$5,815.22, and should also have the grant number on the check (Grant NO. 2009-DC-BX-0082) as well as Return of Federal Funds stated somewhere on the check. The check should be mailed to the following:

DOJ/OJP
OCFO
Attn: Accounts Receivable
810 7th Street NW
Washington, DC 20531

I have also attached the Account Reconciliation Report to this email, so that there would be record for the reimbursement check.

Should you need anything else please feel free to call me anytime. Thanks, Julie

Julie Bryant
Drug Court Coordinator
13th Judicial District
931.372.0483 (office)
931.528.1206 (fax)
931.261.8884 (cell)

18 North Madison Ave. Suite 115
Cookeville, TN 38501

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28

3/4/2013



GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)



Begin Date February 1, 2013	End Date June 30, 2013	Agency Tracking # 34307-11113	Edison ID 35370
Contractor Legal Entity Name Putnam County Emergency Medical Services			Edison Vendor ID 39

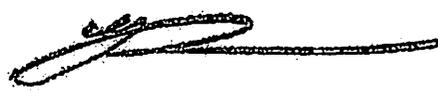
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA # 93.889
---	-------------------------

Service Caption (one line only).
Designated coordination center for EMS radio communication pursuant to T.C.A. 68-140-202-204

Funding FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		\$26,600			\$26,600
TOTAL:		\$26,600			\$26,600

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.
John Webb 741-9419 Wayne Pierson 532-7148



OCR USE - GG
GG-13-35370-00

Speed Chart (optional) HL00012177	Account Code (optional) 71301000
---	--

*4/6390 Other
Health & Welfare
29*

RECEIVED
FEB 15 2013
HEALTH LICENSURE
AND
REGULATION

The Chairman asked for discussion on the motion to approve Budget Amendments to the County General Fund. The Commissioners discussed the motion.

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

FOR:

Scott Ebersole

Tom Short

David Gentry

Jerry Ford

Ron Williamson

John Ludwig

Anna Ruth Burroughs

Terry Randolph

Chris Savage

Reggie Shanks

Joe Trobaugh

Michael Medley

Eris Bryant

Sue Neal

Jonathan Williams

Daryl Blair

Kevin Maynard

Kim Bradford

Jim Martin

Bob Duncan

Marsha Bowman

Steve Pierce

Mike Atwood

Cathy Reel

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, and zero (0) absent. The motion carried.

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

Commissioner Scott Ebersole moved and Commissioner Jim Martin seconded the motion to approve Budget Amendments to the General Purpose School Fund.

(SEE ATTACHED)

30

Department of Education

Putnam County

Mr. Jerry Boyd, Director of Schools

Board of Education
Dr. Janet Moore, Chair
Eric Brown, Vice-Chair

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

Board Members
Kim Cravens
Dawn Fry
Jerry Maynard
David McCormick

March 5, 2013

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 BEP growth funds from State of Tennessee.
- To budget for Capital expenditures funded from Prescott sale funds.
- To reallocate budget for purchase of additional buses.

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 7-Mar-13

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Increase	Requested Approval Amount
1	141	46511	Basic Education Program (Revenue)	39,971,000.00	1,058,000.00		41,029,000.00
2	141	71100-589-CURRI	Other Charges	-		242,782.81	242,782.81
3	141	71100-722-TECHN	Regular Instruction Equipment	189,100.00		221,970.19	411,070.19
4	141	72210-389-VITAL	Other Contracted Services	143,000.00		200,634.00	343,634.00
5	141	72510-389	Other Contracted Services	68,500.00		97,038.00	165,538.00
6	141	72510-799	Other Capital Outlays	-		125,577.00	125,577.00
7	141	72710-729	Transporation Equipment	121,420.00		170,000.00	291,420.00
8	141						
9	141						
10	141						
				40,483,020.00	1,058,000.00	1,058,000.00	42,609,020.00

Explanation: To budget Basic Education Growth funds from the State of Tennessee for purchase of: Finance/HR Software \$222,613; 2 Buses \$170,000; Compass Learning Software \$200,634
Apple Computer Lease \$221,970.19; School Improvement Funds \$178,000; RTI Material \$40,000; School Incentive Funds \$26,782.81

Requested by: _____ Recommended for Approval: _____
Supervisor *Official / Department Head*

Reviewed by: Mark McLaughlin
Chief Financial Officer

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

Action by County Commission: Approval Non-Approval Date: _____

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 7-Mar-13

Item #	Fund #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
1	141	72810-399-PSALE	Other Contracted Services	-		124,260.00	124,260.00
2	141	39000-PSALE	Unassigned Fund Balance (Prescott Sale)	704,011.00	124,260.00		579,751.00
							-
							-
							-
					124,260.00	124,260.00	-

Explanation: Capital Projects Budgeted from Prescott Sale Funds: Systemwide Access and Surveillance System \$119,760; Move Distance Learning Equipment from MHS to Burks \$4,500

Requested by: Mark McLaughlin
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____
Chief Financial Officer

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

Action by County Commission: Approval Non-Approval Date: _____

W
W

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 7-Mar-13

<u>Item #</u>	<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Requested Approval Amount</u>
1	141	72310-399	Other Contracted Services	16,000.00	10,000.00		6,000.00
2	141	72620-399	Other Contracted Services	450,000.00	85,000.00		365,000.00
3	141	72620-499	Other Supplies and Materials	450,000.00	42,000.00		408,000.00
4	141	72710-729	Transportation Equipment	121,420.00		137,000.00	258,420.00
					137,000.00	137,000.00	-

Explanation: Reallocate budget to purchase 1.5 buses

Requested by: *Mark Pfeiffer*
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____
Chief Financial Officer

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

Action by County Commission: Approval Non-Approval Date: _____

72

The Chairman asked for discussion on the motion to approve Budget Amendments to the General Purpose School Fund. The Commissioners discussed the motion.

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

FOR:

- | | |
|---------------------|-------------------|
| Scott Ebersole | Eris Bryant |
| Tom Short | Sue Neal |
| David Gentry | Jonathan Williams |
| Jerry Ford | Daryl Blair |
| Ron Williamson | Kevin Maynard |
| John Ludwig | Kim Bradford |
| Anna Ruth Burroughs | Jim Martin |
| Terry Randolph | Bob Duncan |
| Chris Savage | Marsha Bowman |
| Reggie Shanks | Steve Pierce |
| Joe Trobaugh | Mike Atwood |
| Michael Medley | Cathy Reel |

The Clerk announced that twenty-four (24) voted for, zero (0) voted against, and zero (0) absent. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A BUDGET AMENDMENT TO THE COUNTY GENERAL FUND TRANSFERRING \$300,000 TO THE CAPITAL PROJECTS FUND

Commissioner Eris Bryant moved and Commissioner Marsha Bowman seconded the motion to approve a Budget Amendment to the County General Fund transferring \$300,000 to the Capital Projects Fund.

(SEE ATTACHED)

35

Putnam County Budget Amendment/Transfer Authorization Form

Department: County General Fund (Operating Transfer to Capital Projects Fund)

Date: March 2013

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Requested</u>	<u>Amount Expended</u>
101	99100-590	Transfers to other Funds	95,000		300,000	395,000	
119	39000	Fund Balance		300,000			

Funds to transfer needed for the Capital Projects Fund

The Chairman asked for discussion on the motion to approve a Budget Amendment to the County General Fund transferring \$300,000 to the Capital Projects Fund. The Commissioners discussed the motion.

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

FOR:

Scott Ebersole
David Gentry
Jerry Ford
Ron Williamson
John Ludwig
Terry Randolph
Chris Savage
Reggie Shanks
Joe Trobaugh
Mike Medley

Eris Bryant
Sue Neal
Jonathan Williams
Daryl Blair
Kevin Maynard
Kim Bradford
Jim Martin
Bob Duncan
Marsha Bowman
Steve Pierce
Mike Atwood
Cathy Reel

AGAINST:

Tom Short
Anna Ruth Burroughs

The Clerk announced that twenty-two (22) voted for, two (2) voted against, and zero (0) absent. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A BUDGET AMENDMENT TO THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$300,000

Commissioner Scott Ebersole moved and Commissioner Eris Bryant seconded the motion to approve a Budget Amendment to the Capital Projects Fund in the amount of \$300,000.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department: Capital Projects Fund

Date: March 2013

<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>
171	#49800	Transfer in from General Fund		0	300,000		
171	54210-707	Building Improvements <i>Jail</i>	190,000		5,000	195,000	104,773
171	54410-718	Civil Defense - Motor Vehicles Balance Due on Purchase order that was deleted in error	0		17,265	17,265	17,265
171	#39000	Fund Balance			277,735		

This corrects the budget for this fund and will allow projects to be done

The Chairman asked for discussion on the motion to approve a Budget Amendment to the Capital Projects Fund in the amount of \$300,000. The Commissioners discussed the motion.

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

FOR:

Scott Ebersole
Tom Short
David Gentry
Jerry Ford
Ron Williamson
John Ludwig
Terry Randolph
Chris Savage
Reggie Shanks
Joe Trobaugh
Mike Medley

Eris Bryant
Sue Neal
Jonathan Williams
Daryl Blair
Kevin Maynard
Kim Bradford
Jim Martin
Bob Duncan
Marsha Bowman
Steve Pierce
Mike Atwood
Cathy Reel

AGAINST:

Anna Ruth Burroughs

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

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF (PAY-OFF) CALL ON \$6,225,000 AND RE-EMBURSE OUT OF \$53,500,000 THEN ADD BACK TO \$53,500,000 IF NEEDED

Commissioner Scott Ebersole moved and Commissioner Jim Martin seconded the motion to approve the pay-off of \$6,225,000 and re-emburse out of \$53,500,000 then add back to the \$53,500,000 if needed.

(SEE ATTACHED)

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY SIX MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$6,225,000) OF PUTNAM COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 9-21-101 and 49-3-1001, et seq., Tennessee Code Annotated, as amended, Putnam County, Tennessee (the "County") has issued its General Obligation School Refunding Bonds, Series 2004, dated August 1, 2004, maturing April 1, 2014 through April 1, 2019, inclusive, inclusive (the "Outstanding Bonds"), and

WHEREAS, under the provisions of Sections 49-3-1001, et seq., Tennessee Code Annotated and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said counties; and

WHEREAS, the plan of refunding for the Outstanding Bonds has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners of the County has determined that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds for the purpose of obtaining debt service savings; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this Resolution for the purpose of authorizing approximately \$6,225,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax within the County for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PUTNAM COUNTY, TENNESSEE, AS FOLLOWS:

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bonds" shall mean approximately \$6,225,000 in aggregate principal amount of General Obligation Refunding Bonds of the County, to be dated their date of issuance and having such series designation or such other designation or dated date as the County Executive shall determine pursuant to Section 8 hereof;

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

(d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "County" means Putnam County, Tennessee;

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

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

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

(i) "Escrow Agent" means the escrow agent appointed by the County Executive, or any successor, as escrow agent under the Refunding Escrow Agreement;

(j) "Financial Advisor" shall mean Stephens Inc., Nashville, Tennessee;

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

(l) "Outstanding Bonds" means the County's outstanding General Obligation School Refunding Bonds, Series 2004, maturing August 1, 2004, maturing April 1, 2014 through April 1, 2019, inclusive;

(m) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(n) "Refunding Escrow Agreement" means the refunding escrow agreement between the County and the Escrow Agent, substantially in the form attached hereto as Exhibit C; and

(o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Executive or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body: Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body as follows:

(a) The Board of County Commissioners hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) Specifically, the Board of County Commissioners hereby finds that the issuance of the Bonds authorized by this resolution is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds. The County's Debt Management Policy

contemplates that the County may issue refunding bonds for the purpose of achieving debt service savings. The Board of County Commissioners finds that a savings threshold of not less than three percent (3.00%) should be met in order for the Bonds to be issued. The Bonds will be structured so as not to materially extend beyond the original term of the Refunded Bonds. The estimated interest expense and estimated costs of issuance of the Bonds are attached hereto as Exhibit B.

SECTION 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the County in the aggregate principal amount of approximately \$6,225,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Bonds" and shall be dated their date of issuance, having such series designation or such other designation and such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest per annum at a rate or rates not exceeding the maximum rate permitted by Tennessee law at the time of the issuance of the Bonds or such emission thereof, payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2013. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature annually on April 1 of each year, either serially or through mandatory redemption, in the years 2014 through 2019, inclusive, in the approximate amounts described on Exhibit B, subject to adjustment pursuant to Section 8 hereof.

(b) Subject to adjustments permitted in Section 8 hereof, the Bonds shall not be subject to optional redemption prior to maturity; provided, however, adjustments may be made to the redemption provisions as permitted in Section 8 hereof. If the Bonds are subject to optional redemption, the following provisions shall apply.

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

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

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

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

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

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

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

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be

required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Executive and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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

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

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

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

one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall mature without option of prior redemption.]

[Bonds of the issue of which this Bond is one maturing [April 1, 20__] through [April 1, ____], inclusive, shall mature without option of prior redemption and Bonds maturing [April 1, 20__] and thereafter, shall be subject to redemption prior to maturity at the option of the County on [April 1, 20__] and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

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

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

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

when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to (a) refund the County's outstanding General Obligation School Refunding Bonds, Series 2004, dated August 1, 2004, maturing [April 1, 2014 through April 1, 2019], inclusive; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 and Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on March 18, 2013.

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

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

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

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

PUTNAM COUNTY

BY: _____
County Executive

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of:

_____, _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

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

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Executive, in consultation with the County's Financial Advisor.

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

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

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

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

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

3. in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County and results in the greatest cost savings for the County, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of maturities of the Outstanding Bonds;

4. change the first interest payment date on the Bonds or any series thereof to a date other than October 1, 2013, provided that such date is not later than twelve months from the dated date of such series of Bonds;

5. adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series does not occur more than one year after the final maturity of such Refunded Bonds;

6. provide that the Bonds may be subject to optional redemption, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

7. sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as she shall deem most advantageous to the County; and

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

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

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

(g) The County Executive and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and

delivery of the Bonds. The County Executive is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit D.

(h) The County Executive and the County Clerk, or either of them, are authorized to enter into an agreement with the Registration Agent for providing paying agent services.

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

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

(b) an amount which, together with investment earnings thereon and legally available funds of the County, if any, will be sufficient to pay principal of and interest on the Refunded Bonds, shall be (i) transferred to the paying agent bank of the Refunded Bonds to be used to redeem the Refunded Bonds on the first optional redemption date following delivery of the Bonds or any emission thereof; or (ii) transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and, if not needed for such purposes, shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

SECTION 10. Official Statement. The County Executive and the County Clerk, or either of them, working with Stephens Inc., Nashville, Tennessee, the County's financial advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive and the County Clerk, or either of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the

Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

SECTION 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Executive is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County, the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved, and the County Executive and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Executive and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

SECTION 12. Notices of Redemption and Notices of Refunding. The County Executive and the County Clerk, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds. Such notice shall be in substantially the form provided in the Refunding Escrow Agreement. The County Executive and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary in giving any notices of refunding of the Refunded Bonds, if and as required by law.

SECTION 13. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Executive and the County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the County Executive and the County Trustee, or either of them, is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 14. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

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

SECTION 15. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Bonds may be so designated and to the extent not "deemed designated".

SECTION 16. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive and the County Clerk, or either of them, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

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

SECTION 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

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

[signature page follows]

Duly adopted and approved this 18th day of March, 2013.

County Executive

Attested _____
County Clerk

STATE OF TENNESSEE)

COUNTY OF PUTNAM)

I, Wayne Nabors, certify that I am the duly qualified and acting County Clerk of Putnam County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on March 18, 2013; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's outstanding General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2013.

County Clerk

(SEAL)

The Board of County Commissioners of Putnam County, Tennessee, met in a regular session at the Putnam County Courthouse, Cookeville, Tennessee, at 6:00 o'clock, p.m., on March 18, 2013, with the Kim B. Blaylock, County Executive, presiding, and the following members present:

There were absent:

There was also present Wayne Nabors, County Clerk.

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

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

AYE:

NAY:

Debby Francis

From: Tom McNulty [tmcnulty@stephens.com]
Sent: Wednesday, March 13, 2013 11:30 AM
To: Kim Blaylock; Debby Francis (debby@putnamco.org)
Subject: Revised Estimated Costs to Sell Combined
Attachments: Putnam County Costs of Issuance Summary 03062013.xls

Kim and Debby,

Attached is the revised projected costs to sell the refinancing issue estimated at \$6,225,000 with the \$53,500,000.

If I had known that the County was ready to sell the \$53,500,000, I would have proposed to sell the two issues combined like we did in Wilson County. However, when the Refunding Bond Resolution is passed Monday, March 18, 2013, we will sell the bonds as quick as possible after receiving the credit Rating from Moody's.

I have reviewed the costs with Bond Counsel and Moody's costs. The projected costs to sell the refinancing bonds with the previously approved \$53,500,000 is \$19,581 as compared to selling it separately of \$59,894. The underwriter's fee of \$46,688 is projected to be the same. This fee will be determined by the lowest interest rate bidder. The fee of the underwriter submitting the lowest, fixed tax-exempt interest rate may be more or less than other bidding underwriters, but the County's main concern is receiving the lowest average true interest cost (TIC) rate that includes the underwriter's fee.

You may use the attached projected costs by combining both issues, or you may state the cost of issuance will be reduced to \$19,581 from the \$59,894 with the projected underwriting fee being the same.

If you want to discuss this further, please call or e-mail me.

Thank you!

Tom McNulty

Senior Vice President
Stephens Inc
3100 West End Ave., Ste 630
Nashville, TN 37203

tmcnulty@stephens.com
Office Direct: 615.279.4333
Toll Free: 1.800.732.6847, ext 4333
Cell: 615.218.0453
Fax: 615.279.4351

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3/13/2013

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EXHIBIT A2

PUTNAM COUNTY, TENNESSEE

Costs of Issuance Relative to a Competitive Public Bond Sale in the Approximate Amount of \$6,225,000

Note: This Exhibit A is intended to be informational only, is not a part of the resolution, and does not create any contractual duties or obligations on the part of the County, as the issuer or of any parties referred to herein.

Entity Responsible	Associated Responsibilities	Projected Maximum Expense	Projected Costs if Combined with \$53,500,000 Bond Issue
Financial Advisor	<p>The Financial Advisor, registered with the Securities Exchange Commission and regulated by the Municipal Securities Rulemaking Board, is the primary entity responsible for organizing and coordinating the bond financing for the County including but not limited to the following:</p> <ul style="list-style-type: none"> - Provides options and recommendations as to bond size, structure and amortization schedules and other factors; - Coordinates with Bond Counsel the development of a bond resolution with flexibility in accordance with state law that is prepared the by bond counsel to be approved by the County; - Prepares information and documents required of the County by the State Division of State and Local Finance; - Assists with preparing information and presenting this information to the credit rating agencies; - Evaluates the cost feasibility of bond insurance, if necessary; - Prepares, prints, and distributes an offering document in the form of Preliminary Official Statement before the sale of the securities and a Final Official Statement after the sale of the securities as described under the below Official Statements section. Com Prepares, prints, and distributes the Final Official State <p>- Structures and coordinates the bond sale in accordance with state law, IRS Tax Code, SEC regulations, MSRB regulations and the County's adopted bond resolution and debt policy statement;</p> <ul style="list-style-type: none"> - Receives, verifies and adjusts principal amounts and recommends awards of the lowest true interest cost bid received from underwriters for approval by the Issuer; - Prepares and prints final numbers and debt service amortization schedules; - Coordinates the wiring and verifies receipt of the good faith deposit receipt by the County; - Coordinates the closing of the transaction; and <p>The Financial Advisor enters contracts with local government and is paid one-time upfront from bond proceeds or budgeted funds. Usually, there are no ongoing fees or charges unless authorized by the local government.</p>	21,476	7,831

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EXHIBIT A2

PUTNAM COUNTY, TENNESSEE

**Costs of Issuance Relative to a Competitive Public Bond Sale
in the Approximate Amount of \$6,225,000**

Entity Responsible	Associated Responsibilities		
Bond Counsel	<p>Whenever a local government issues long-term debt obligations, the process involves the issuance of securities in the form of bonds or notes that are subject to state and federal laws and regulations, rules of the Securities and Exchange Commission (SEC), rules of the Municipal Securities Rulemaking Board (MSRB), the Federal Internal Revenue Code, and policies of the local government. To comply with the complex legal structure and provide confidence to investors who purchase the bonds or notes, the local government contracts with a bond counsel firm and its attorneys to coordinate the legal process, prepare the proper legal documents and the distribution of the various legal documents.</p> <p>Ususally, the bond counsel firm and its attorneys enter into an engagement with the local government to provide the services as prescribed in the engagement agreement.</p>	16,000	10,000
Issuer's Counsel			
Official Statements	<p>The issuance of bonds and notes of local governments are issued in the form of a security as prescribed by state law, the Securities Exchange Commission (SEC), and the Municipal Securities Rulemaking Board (MSRB). A Preliminary Official Statement is prepared before the security sale and a Final Official Statement is prepared after the security sale. These Statements provide financial and/or operating data about the issuer of the securities or any other parties who are responsible for repayment of the bonds, together with descriptions of any covenants of the issuer or other parties.</p>	7,436	0
Registration and Paying Agent	<p>The fiscal agent that distributes the payment of principal annually and interest semi-annually to bondholders, answers bondholder questions regarding call provisions and payment terms, and other bondholder correspondence.</p>	1,000	250

Marketing Factors:

Miscellaneous Costs	<p>Travel expenses, mailing costs, and other incidental expenses associated with the bond issue</p>	1,482	0
Credit Rating Agency	<p>Agencies that give relative indications of bond and note creditworthiness based on a rating scale. The Rating Agencies consist of Moody's, Standard & Poor's and Fitch Investors Service Inc. The credit rating increases the range of investment alternatives and provides an independent measurement of relative credit risk; this generally increases the marketability of the bond issue, lowering costs for both the County and the Underwriter.</p>	12,500	1,500
Sub-Total Costs of Issuance		59,894	19,581
Estimated Percent of the Bond Size		0.962%	0.315%

EXHIBIT A2

PUTNAM COUNTY, TENNESSEE

**Costs of Issuance Relative to a Competitive Public Bond Sale
in the Approximate Amount of \$6,225,000**

	Underwriter for a Public Competitive Sale		
Underwriter	<p>The bonds or notes are sold at a competitive public sale to receive bids from multiple underwriters of municipal securities. The Underwriter is a securities dealer, or intermediary, whose primary role is to bring together bond securities buyers and investors and bond securities sellers and investors.</p> <p>The Underwriter submits a sealed bid in a written form or an electronic form under state law to purchase the bonds to be issued by the County at a specific time on a specified date. The Underwriter offering the lowest average true interest cost (TIC) rate to the issuer — the County (i.e., interest cost that takes into account the time value of money) will be awarded the bonds.</p> <p>The underwriting expenses are based on the assumption that the debt issuance is General Obligation Bonds sold through a public sale. The underwriter is paid a one-time upfront fee from bond proceeds, and there are no ongoing fees or charges. Since the lowest TIC interest rate bidder is awarded the bid, the underwriter's fee will vary but will be included in the TIC rate as bid.</p>	46,688	46,688

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EXHIBIT F1 - REFINANCING ANALYSIS

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
06/30/2013	-	(1,459.53)	-	1,459.53
06/30/2014	1,199,261.71	1,199,261.71	1,293,062.50	93,800.79
06/30/2015	1,144,765.00	1,144,765.00	1,239,212.50	94,447.50
06/30/2016	1,094,240.00	1,094,240.00	1,184,106.26	89,866.26
06/30/2017	1,042,880.00	1,042,880.00	1,133,306.26	90,426.26
06/30/2018	985,267.50	985,267.50	1,077,906.26	92,638.76
06/30/2019	936,100.00	936,100.00	1,026,862.50	90,762.50
Total	\$6,402,514.21	\$6,401,054.68	\$6,954,456.28	\$553,401.60

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	528,749.64
Net PV Cashflow Savings @ 1.369%(AIC).....	528,749.64
Contingency or Rounding Amount.....	1,459.53
Net Present Value Benefit	\$530,209.17
Net PV Benefit / \$842,115.20 PV Refunded Interest	62.962%
Net PV Benefit / \$6,762,448.13 PV Refunded Debt Service	7.840%
Net PV Benefit / \$6,095,000 Refunded Principal...	8.699%
Net PV Benefit / \$6,225,000 Refunding Principal..	8.517%

Refunding Bond Information

Refunding Dated Date	4/02/2013
Refunding Delivery Date	4/02/2013

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Preliminary

PUTNAM COUNTY, TENNESSEE

\$7,970,000 GO Refunding Bonds, Series 2004, Dated: April 1, 2012

Callable: 4/1/2013 at Par, Interest Rates as of 2/13/2013

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I
06/30/2013	-	-	-	-
10/01/2013	-	-	121,531.25	121,531.25
04/01/2014	1,050,000.00	3.700%	121,531.25	1,171,531.25
10/01/2014	-	-	102,106.25	102,106.25
04/01/2015	1,035,000.00	3.875%	102,106.25	1,137,106.25
10/01/2015	-	-	82,053.13	82,053.13
04/01/2016	1,020,000.00	4.000%	82,053.13	1,102,053.13
10/01/2016	-	-	61,653.13	61,653.13
04/01/2017	1,010,000.00	4.000%	61,653.13	1,071,653.13
10/01/2017	-	-	41,453.13	41,453.13
04/01/2018	995,000.00	4.125%	41,453.13	1,036,453.13
10/01/2018	-	-	20,931.25	20,931.25
04/01/2019	985,000.00	4.250%	20,931.25	1,005,931.25
Total	\$6,095,000.00	-	\$859,456.28	\$6,954,456.28

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	4/02/2013
Average Life	3.460 Years
Average Coupon	4.0723553%
Weighted Average Maturity (Par Basis)	3.460 Years

Refunding Bond Information

Refunding Dated Date	4/02/2013
Refunding Delivery Date	4/02/2013

Preliminary

PUTNAM COUNTY, TENNESSEE

\$7,970,000 GO Refunding Bonds, Series 2004, Dated: April 1, 2012

Callable: 4/1/2013 at Par, Interest Rates as of 2/13/2013

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
06/30/2014	1,050,000.00	3.700%	243,062.50	1,293,062.50
06/30/2015	1,035,000.00	3.875%	204,212.50	1,239,212.50
06/30/2016	1,020,000.00	4.000%	164,106.26	1,184,106.26
06/30/2017	1,010,000.00	4.000%	123,306.26	1,133,306.26
06/30/2018	995,000.00	4.125%	82,906.26	1,077,906.26
06/30/2019	985,000.00	4.250%	41,862.50	1,026,862.50
Total	\$6,095,000.00	-	\$859,456.28	\$6,954,456.28

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	4/02/2013
Average Life	3.460 Years
Average Coupon	4.0723553%
Weighted Average Maturity (Par Basis)	3.460 Years

Refunding Bond Information

Refunding Dated Date	4/02/2013
Refunding Delivery Date	4/02/2013

Preliminary

PUTNAM COUNTY, TENNESSEE

\$7,970,000 GO Refunding Bonds, Series 2004, Dated: April 1, 2012

Callble: 4/1/2013 at Par, Interet Rates as of 2/13/2013

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
05/04/2013	6,095,000.00	22,280.73	6,117,280.73	-	-	-	-
10/01/2013	-	-	-	-	-	121,531.25	121,531.25
04/01/2014	-	-	-	1,050,000.00	3.700%	121,531.25	1,171,531.25
10/01/2014	-	-	-	-	-	102,106.25	102,106.25
04/01/2015	-	-	-	1,035,000.00	3.875%	102,106.25	1,137,106.25
10/01/2015	-	-	-	-	-	82,053.13	82,053.13
04/01/2016	-	-	-	1,020,000.00	4.000%	82,053.13	1,102,053.13
10/01/2016	-	-	-	-	-	61,653.13	61,653.13
04/01/2017	-	-	-	1,010,000.00	4.000%	61,653.13	1,071,653.13
10/01/2017	-	-	-	-	-	41,453.13	41,453.13
04/01/2018	-	-	-	995,000.00	4.125%	41,453.13	1,036,453.13
10/01/2018	-	-	-	-	-	20,931.25	20,931.25
04/01/2019	-	-	-	985,000.00	4.250%	20,931.25	1,005,931.25
Total	\$6,095,000.00	\$22,280.73	\$6,117,280.73	\$6,095,000.00	-	\$859,456.28	\$6,954,456.28

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	4/02/2013
Average Life	3.460 Years
Average Coupon	4.0723553%
Weighted Average Maturity (Par Basis)	3.460 Years

Refunding Bond Information

Refunding Dated Date	4/02/2013
Refunding Delivery Date	4/02/2013

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
04/02/2013	-	-	-	0.97	-	0.97
05/04/2013	6,116,958.00	0.060%	321.76	6,117,279.76	6,117,280.73	-
Total	\$6,116,958.00	-	\$321.76	\$6,117,280.73	\$6,117,280.73	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	0.97
Cost of Investments Purchased with Bond Proceeds	6,116,958.00
Total Cost of Investments	\$6,116,958.97

Target Cost of Investments at bond yield	\$6,112,696.54
Actual positive or (negative) arbitrage	(4,262.43)

Yield to Receipt	0.0591837%
Yield for Arbitrage Purposes	0.8451538%

State and Local Government Series (SLGS) rates for	3/01/2013
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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
05/04/2013	SLGS-CI	0.060%	0.060%	100.000000%	6,116,958	6,116,958.00	-	6,116,958.00
Subtotal		-	-	-	\$6,116,958	\$6,116,958.00	-	\$6,116,958.00
Total		-	-	-	\$6,116,958	\$6,116,958.00	-	\$6,116,958.00

Escrow

Cash Deposit	0.97
Cost of Investments Purchased with Bond Proceeds	6,116,958.00
Total Cost of Investments	\$6,116,958.97

Delivery Date

4/02/2013

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Refunding Summary

Part 1 of 2

Dated 04/02/2013 | Delivered 04/02/2013,

Sources Of Funds

Par Amount of Bonds \$6,225,000.00

Total Sources \$6,225,000.00

Uses Of Funds

Deposit to Net Cash Escrow Fund 6,116,958.97

Costs of Issuance 59,894.00

Total Underwriter's Discount (0.750%) 46,687.50

Rounding Amount 1,459.53

Total Uses \$6,225,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for 3/01/2013

Date of OMP Candidates

Net Cash Escrow Fund Solution Method Net Funded

Total Cost of Investments \$6,116,958.97

Interest Earnings @ 0.059% 321.76

Total Draws \$6,117,280.73

Issues Refunded And Call Dates

2004 Refg Bds callable 04/01/2013 5/04/2013

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.369%(AIC) 528,749.64

Contingency or Rounding Amount 1,459.53

Net Present Value Benefit \$530,209.17

Net PV Benefit / \$6,095,000 Refunded Principal 8.699%

Net PV Benefit / \$6,225,000 Refunding Principal 8.517%

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Refunding Summary

Part 2 of 2

Dated 04/02/2013 | Delivered 04/02/2013

Bond Statistics

Average Life	3.368 Years
Average Coupon	0.8468095%
Net Interest Cost (NIC)	1.0695264%
Bond Yield for Arbitrage Purposes	0.8451538%
True Interest Cost (TIC)	1.0731075%
All Inclusive Cost (AIC)	1.3691366%

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2013	-	-	-	-	-
10/01/2013	-	-	22,069.21	22,069.21	-
04/01/2014	1,155,000.00	0.400%	22,192.50	1,177,192.50	-
06/30/2014	-	-	-	-	1,199,261.71
10/01/2014	-	-	19,882.50	19,882.50	-
04/01/2015	1,105,000.00	0.500%	19,882.50	1,124,882.50	-
06/30/2015	-	-	-	-	1,144,765.00
10/01/2015	-	-	17,120.00	17,120.00	-
04/01/2016	1,060,000.00	0.600%	17,120.00	1,077,120.00	-
06/30/2016	-	-	-	-	1,094,240.00
10/01/2016	-	-	13,940.00	13,940.00	-
04/01/2017	1,015,000.00	0.750%	13,940.00	1,028,940.00	-
06/30/2017	-	-	-	-	1,042,880.00
10/01/2017	-	-	10,133.75	10,133.75	-
04/01/2018	965,000.00	0.950%	10,133.75	975,133.75	-
06/30/2018	-	-	-	-	985,267.50
10/01/2018	-	-	5,550.00	5,550.00	-
04/01/2019	925,000.00	1.200%	5,550.00	930,550.00	-
06/30/2019	-	-	-	-	936,100.00
Total	\$6,225,000.00	-	\$177,514.21	\$6,402,514.21	-

Yield Statistics

Bond Year Dollars	\$20,962.71
Average Life	3.368 Years
Average Coupon	0.8468095%
Net Interest Cost (NIC)	1.0695264%
True Interest Cost (TIC)	1.0731075%
Bond Yield for Arbitrage Purposes	0.8451538%
All Inclusive Cost (AIC)	1.3691366%

IRS Form 8038

Net Interest Cost	0.8468095%
Weighted Average Maturity	3.368 Years

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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/30/2013	-	-	-	-
06/30/2014	1,155,000.00	0.400%	44,261.71	1,199,261.71
06/30/2015	1,105,000.00	0.500%	39,765.00	1,144,765.00
06/30/2016	1,060,000.00	0.600%	34,240.00	1,094,240.00
06/30/2017	1,015,000.00	0.750%	27,880.00	1,042,880.00
06/30/2018	965,000.00	0.950%	20,267.50	985,267.50
06/30/2019	925,000.00	1.200%	11,100.00	936,100.00
Total	\$6,225,000.00	-	\$177,514.21	\$6,402,514.21

Yield Statistics

Bond Year Dollars	\$20,962.71
Average Life	3.368 Years
Average Coupon	0.8468095%
Net Interest Cost (NIC)	1.0695264%
True Interest Cost (TIC)	1.0731075%
Bond Yield for Arbitrage Purposes	0.8451538%
All Inclusive Cost (AIC)	1.3691366%
IRS Form 8038	0.8468095%
Net Interest Cost	3.368 Years
Weighted Average Maturity	

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
04/01/2014	Serial Coupon	0.400%	0.400%	1,155,000.00	100.000%	1,155,000.00
04/01/2015	Serial Coupon	0.500%	0.500%	1,105,000.00	100.000%	1,105,000.00
04/01/2016	Serial Coupon	0.600%	0.600%	1,060,000.00	100.000%	1,060,000.00
04/01/2017	Serial Coupon	0.750%	0.750%	1,015,000.00	100.000%	1,015,000.00
04/01/2018	Serial Coupon	0.950%	0.950%	965,000.00	100.000%	965,000.00
04/01/2019	Serial Coupon	1.200%	1.200%	925,000.00	100.000%	925,000.00
Total	-	-	-	\$6,225,000.00	-	\$6,225,000.00

Bid Information

Par Amount of Bonds	\$6,225,000.00
Gross Production	\$6,225,000.00
Total Underwriter's Discount (0.750%)	\$(46,687.50)
Bid (99.250%)	6,178,312.50
Total Purchase Price	\$6,178,312.50
Bond Year Dollars	\$20,962.71
Average Life	3.368 Years
Average Coupon	0.8468095%
Net Interest Cost (NIC)	1.0695264%
True Interest Cost (TIC)	1.0731075%

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

AVERAGE LIFE BY MATURITY

Maturity	Type	BOND YEARS (000)	/ ISSUANCE VALUE	= AVERAGE LIFE
04/01/2014	Serial	1,151.79	1,155,000.00	0.997 Years
04/01/2015	Serial	2,206.93	1,105,000.00	1.997 Years
04/01/2016	Serial	3,177.06	1,060,000.00	2.997 Years
04/01/2017	Serial	4,057.18	1,015,000.00	3.997 Years
04/01/2018	Serial	4,822.32	965,000.00	4.997 Years
04/01/2019	Serial	5,547.43	925,000.00	5.997 Years
Total	-	\$20,962.71	\$6,225,000.00	-

Bid Information

Bond Year Dollars	\$20,962.71
Average Life	3.368 Years

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Proof Of Bond Yield @ 0.8451538%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
04/02/2013	-	1.0000000x	-	-
10/01/2013	22,069.21	0.9958153x	21,976.86	21,976.86
04/01/2014	1,177,192.50	0.9916250x	1,167,333.47	1,189,310.33
10/01/2014	19,882.50	0.9874522x	19,633.02	1,208,943.35
04/01/2015	1,124,882.50	0.9832970x	1,106,093.62	2,315,036.97
10/01/2015	17,120.00	0.9791593x	16,763.21	2,331,800.18
04/01/2016	1,077,120.00	0.9750390x	1,050,234.05	3,382,034.23
10/01/2016	13,940.00	0.9709361x	13,534.85	3,395,569.08
04/01/2017	1,028,940.00	0.9668504x	994,831.05	4,390,400.13
10/01/2017	10,133.75	0.9627819x	9,756.59	4,400,156.72
04/01/2018	975,133.75	0.9587305x	934,890.50	5,335,047.22
10/01/2018	5,550.00	0.9546962x	5,298.56	5,340,345.79
04/01/2019	930,550.00	0.9506789x	884,654.21	6,225,000.00
Total	\$6,402,514.21	-	\$6,225,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$6,225,000.00
Original Issue Proceeds	\$6,225,000.00

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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Proof Of True Interest Cost (TIC) @ 1.0731075%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
04/02/2013	-	1.0000000x	-	-
10/01/2013	22,069.21	0.9946927x	21,952.08	21,952.08
04/01/2014	1,177,192.50	0.9893841x	1,164,695.53	1,186,647.61
10/01/2014	19,882.50	0.9841038x	19,566.44	1,206,214.06
04/01/2015	1,124,882.50	0.9788518x	1,101,093.24	2,307,307.29
10/01/2015	17,120.00	0.9736277x	16,668.51	2,323,975.80
04/01/2016	1,077,120.00	0.9684316x	1,043,117.03	3,367,092.83
10/01/2016	13,940.00	0.9632632x	13,427.89	3,380,520.72
04/01/2017	1,028,940.00	0.9581223x	985,850.38	4,366,371.10
10/01/2017	10,133.75	0.9530089x	9,657.55	4,376,028.66
04/01/2018	975,133.75	0.9479228x	924,351.52	5,300,380.17
10/01/2018	5,550.00	0.9428638x	5,232.89	5,305,613.07
04/01/2019	930,550.00	0.9378319x	872,699.43	6,178,312.50
Total	\$6,402,514.21	-	\$6,178,312.50	-

Derivation Of Target Amount

Par Amount of Bonds	\$6,225,000.00
Total Underwriter's Discount (0.750%)	\$(46,687.50)
Total Purchase Price	\$6,178,312.50

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance Price	Exponent	Bond Years
04/02/2013	-	-	-	-	-
04/01/2014	1,155,000.00	100.000%	1,155,000.00	0.9972222x	1,151,791.67
04/01/2015	1,105,000.00	100.000%	1,105,000.00	1.9972222x	2,206,930.56
04/01/2016	1,060,000.00	100.000%	1,060,000.00	2.9972222x	3,177,055.56
04/01/2017	1,015,000.00	100.000%	1,015,000.00	3.9972222x	4,057,180.56
04/01/2018	965,000.00	100.000%	965,000.00	4.9972222x	4,822,319.44
04/01/2019	925,000.00	100.000%	925,000.00	5.9972222x	5,547,430.56
Total	\$6,225,000.00	-	\$6,225,000.00	-	\$20,962,708.33

IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price	3.368 Years
Total Interest from Debt Service	177,514.21
Total Interest	177,514.21
NIC = Interest / (Issue Price * Average Maturity)	0.8468095%
Bond Yield for Arbitrage Purposes	0.8451538%

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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Sources & Uses

Dated 04/02/2013 | Delivered 04/02/2013

Sources Of Funds

Par Amount of Bonds	\$6,225,000.00
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Total Sources	\$6,225,000.00
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Uses Of Funds

Deposit to Net Cash Escrow Fund	6,116,958.97
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Costs of Issuance	59,894.00
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Total Underwriter's Discount (0.750%)	46,687.50
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Rounding Amount	1,459.53
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Total Uses	\$6,225,000.00
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Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Detail Costs Of Issuance

Dated 04/02/2013 | Delivered 04/02/2013

COSTS OF ISSUANCE DETAIL

Bond Counsel Fee	\$14,000.00
Disclosure Counsel Fee	\$2,000.00
Paying Agent & Registration Fees	\$1,000.00
Moody's Fee	\$12,500.00
POS/Official Statemen Preparation and Distribution	\$7,436.00
Financial Advisor Fee	\$21,476.00
Miscellaneous	\$1,482.00
TOTAL	\$59,894.00

Preliminary

PUTNAM COUNTY, TENNESSEE

\$6,225,000 GO Refunding Bonds, Series 2013, Dated: April 2, 2013

Tax-Exempt Interest Rates as of 3/01/2013

Summary Of Underwriter's Discount

Maturity	Concession	+ Takedown	= Total	Issuance Value
04/01/2014	-	-	-	1,155,000.00
04/01/2015	-	-	-	1,105,000.00
04/01/2016	-	-	-	1,060,000.00
04/01/2017	-	-	-	1,015,000.00
04/01/2018	-	-	-	965,000.00
04/01/2019	-	-	-	925,000.00
Total	-	-	-	\$6,225,000.00

Underwriting & Issuance Expenses

Total Underwriting Risk (0.750%)	\$46,687.50
TOTAL UNDERWRITING SPREAD (0.750%)	\$46,687.50

EXHIBIT B

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

Debt Service Schedule

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>	<u>Fiscal Total</u>
04/02/2013	-	-	-	-	-
10/01/2013	-	-	22,069.21	22,069.21	-
04/01/2014	1,155,000.00	0.400%	22,192.50	1,177,192.50	-
06/30/2014	-	-	-	-	1,199,261.71
10/01/2014	-	-	19,882.50	19,882.50	-
04/01/2015	1,105,000.00	0.500%	19,882.50	1,124,882.50	-
06/30/2015	-	-	-	-	1,144,765.00
10/01/2015	-	-	17,120.00	17,120.00	-
04/01/2016	1,060,000.00	0.600%	17,120.00	1,077,120.00	-
06/30/2016	-	-	-	-	1,094,240.00
10/01/2016	-	-	13,940.00	13,940.00	-
04/01/2017	1,015,000.00	0.750%	13,940.00	1,028,940.00	-
06/30/2017	-	-	-	-	1,042,880.00
10/01/2017	-	-	10,133.75	10,133.75	-
04/01/2018	965,000.00	0.950%	10,133.75	975,133.75	-
06/30/2018	-	-	-	-	985,267.50
10/01/2018	-	-	5,550.00	5,550.00	-
04/01/2019	925,000.00	1.200%	5,550.00	930,550.00	-
06/30/2019	-	-	-	-	936,100.00
Total	\$6,225,000.00	-	\$177,514.21	\$6,402,514.21	-

**Costs of Issuance Relative to a Competitive Public Bond Sale
in the Approximate Amount of \$6,225,000**

Note: This Exhibit B is intended to be informational only, is not a part of the resolution, and does not create any contractual duties or obligations on the part of the County, as the issuer or of any parties referred to herein.

Entity Responsible	Associated Responsibilities	Projected Maximum Expense
Financial Advisor	<p>The Financial Advisor, registered with the Securities Exchange Commission and regulated by the Municipal Securities Rulemaking Board, is the primary entity responsible for organizing and coordinating the bond financing for the County including but not limited to the following:</p> <ul style="list-style-type: none"> - Provides options and recommendations as to bond size, structure and amortization schedules and other factors; - Coordinates with Bond Counsel the development of a bond resolution with flexibility in accordance with state law that is prepared the by bond counsel to be approved by the County; - Prepares information and documents required of the County by the State Division of State and Local Finance; - Assists with preparing information and presenting this information to the credit rating agencies; - Evaluates the cost feasibility of bond insurance, if necessary; - Prepares, prints, and distributes an offering document in the form of Preliminary Official Statement before the sale of the securities and a Final Official Statement after the sale of the securities as described under the below Official Statements section. Commission and the Municipal Securities Rulemaking Board; Prepares, prints, and distributes the Final Official Statement in accordance with Securities Exchange Commission and the Municipal Securities Rulemaking Board; <p>- Structures and coordinates the bond sale in accordance with state law, IRS Tax Code, SEC regulations, MSRB regulations and the County's adopted bond resolution and debt policy statement;</p>	21,476

	<ul style="list-style-type: none"> - Receives, verifies and adjusts principal amounts and recommends awards of the lowest true interest cost bid received from underwriters for approval by the Issuer; - Prepares and prints final numbers and debt service amortization schedules; - Coordinates the wiring and verifies receipt of the good faith deposit receipt by the County; - Coordinates the closing of the transaction; and <p>The Financial Advisor enters contracts with local government and is paid one-time upfront from bond proceeds or budgeted funds. Usually, there are no ongoing fees or charges unless authorized by the local government.</p>	
Entity Responsible	Associated Responsibilities	
Bond Counsel	<p>Whenever a local government issues long-term debt obligations, the process involves the issuance of securities in the form of bonds or notes that are subject to state and federal laws and regulations, rules of the Securities and Exchange Commission (SEC), rules of the Municipal Securities Rulemaking Board (MSRB), the Federal Internal Revenue Code, and policies of the local government. To comply with the complex legal structure and provide confidence to investors who purchase the bonds or notes, the local government contracts with a bond counsel firm and its attorneys to coordinate the legal process, prepare the proper legal documents and the distribution of the various legal documents.</p> <p>Usually, the bond counsel firm and its attorneys enter into an engagement with the local government to provide the services as prescribed in the engagement agreement.</p>	16,000
Issuer's Counsel		
Official Statements	<p>The issuance of bonds and notes of local governments are issued in the form of a security as prescribed by state law, the Securities Exchange Commission (SEC), and the Municipal Securities Rulemaking Board (MSRB). A Preliminary Official Statement is prepared before the security sale and a Final Official Statement is prepared after the security sale. These Statements provide financial and/or operating data about the issuer of the securities or any other parties who are responsible for repayment of the bonds, together with descriptions of any covenants of the issuer or other parties.</p>	7,436

Registration and Paying Agent	The fiscal agent that distributes the payment of principal annually and interest semi-annually to bondholders, answers bondholder questions regarding call provisions and payment terms, and other bondholder correspondence.	1,000
Marketing Factors:		
Miscellaneous Costs	Travel expenses, mailing costs, and other incidental expenses associated with the bond issue	1,482
Credit Rating Agency	Agencies that give relative indications of bond and note creditworthiness based on a rating scale. The Rating Agencies consist of Moody's, Standard & Poor's and Fitch Investors Service Inc. The credit rating increases the range of investment alternatives and provides an independent measurement of relative credit risk; this generally increases the marketability of the bond issue, lowering costs for both the County and the Underwriter.	12,500
Sub-Total Costs of Issuance		59,894
Estimated Percent of the Bond Size		0.962%
Underwriter for a Public Competitive Sale		
Underwriter	<p>The bonds or notes are sold at a competitive public sale to receive bids from multiple underwriters of municipal securities. The Underwriter is a securities dealer, or intermediary, whose primary role is to bring together bond securities buyers and investors and bond securities sellers and investors.</p> <p>The Underwriter submits a sealed bid in a written form or an electronic form under state law to purchase the bonds to be issued by the County at a specific time on a specified date. The Underwriter offering the lowest average true interest cost (TIC) rate to the issuer — the County (i.e., interest cost that takes into account the time value of money) will be awarded the bonds.</p> <p>The underwriting expenses are based on the assumption that the debt issuance is General Obligation Bonds sold through a public sale. The underwriter is paid a one-time upfront fee from bond proceeds, and there are no ongoing fees or charges. Since the lowest TIC interest rate bidder is awarded the bid, the underwriter's fee will vary but will be included in the TIC rate as bid.</p> <p>* This amount is estimated at a maximum .75% (.0075) and is based on other bids submitted for a competitive public bid sale. However, this amount will be determined by the successful low bid underwriter that offers the lowest average true interest cost (TIC) rate bid.</p>	46,688

EXHIBIT C

REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ___ day of _____, 2012 by and between Putnam County, Tennessee (the "County"), and _____, _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding General Obligation School Refunding Bonds, Series 2004, dated August 1, 2004, maturing [April 1, 2014 through April 1, 2019, inclusive] (the "Outstanding Bonds")

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its [General Obligation Refunding Bonds, Series [2013]], dated _____, 2013 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with certain legally available funds of the County, will be deposited in escrow with the Agent hereunder, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ _____, consisting of \$ _____ derived from the proceeds of the sale of the Refunding Bonds and \$ _____ of other legally available funds of the County.

DIVISION II

All right, title and interest of the County in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by

anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

SECTION 1.

DEFINITIONS AND CONSTRUCTION

(a) Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means _____, _____, _____, and its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent;

"Bond Resolution" means the resolution adopted by the Board of County Commissioners of the County on March 18, 2013 authorizing the Refunding Bonds;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"County" means Putnam County, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2(a) hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" shall have the meaning ascribed to it in the above preambles;

"Refunding Bonds" means the County's [General Obligation Refunding Bonds, Series 2013], dated _____, 2013; and

"Written Request" shall mean a request in writing signed by the County Executive and County Clerk, or either of them.

(b) Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 2.

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ _____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

(b) Investment of Funds. The monies described in Section 2(a) hereof shall be held or invested as follows:

(a) the amount of \$ _____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$ _____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2(d) and 2(f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and redemption dates and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County

represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the respective paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

(d) Excess Funds. Except as provided in Section 2(f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal, interest and/or premium on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal, interest and/or premium payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

(e) Reports. The Escrow Agent shall deliver to the County Clerk of the County on or before the first day of August of each year a monthly report summarizing all transactions relating to the Escrow Fund and shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during that year and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that year.

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2(f) shall be applied first to the payment of principal of and interest and premium on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

(h) Redemption of the Outstanding Bonds. [The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice [to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated redemption date of the Outstanding Bonds directing the paying agent bank to give notice] to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.] [The County has given irrevocable instructions to the paying agent of the Outstanding Bonds to redeem the Outstanding Bonds on _____, 2013 and no further action is required by the Agent as it relates to the giving of any redemption notice.]

SECTION 3.

CONCERNING THE AGENT

(a) Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

(b) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

(c) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, County or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

(d) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

(e) Exculpation of Funds of Agent. Except as set forth in Section 3(c), none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(f) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2 hereof.

(g) Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

(h) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Putnam County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(i) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3(g) hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3(j) hereof.

(j) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3(g) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3(g) hereof.

(k) Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement a one-time fee of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the County and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

SECTION 4.

MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however,

that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

(b) Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Putnam County, Tennessee
300 E. Spring Street
Cookeville, Tennessee 38501
Attention: County Executive

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

(e) Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

(f) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

(g) Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Executive and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

PUTNAM COUNTY, TENNESSEE

By: _____
County Executive

(SEAL)

County Clerk

as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of General Obligation School Refunding Bonds, Series 2004, dated August 1, 2004, maturing [April 1, 2014 through April 1, 2019, inclusive], to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Principal Redeemed</u>	<u>Interest Payable</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
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TOTAL

Paying Agent: Deutsche Bank National Trust Company
Olive Branch, Mississippi

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities:

Initial Cash Deposit:

EXHIBIT C

NOTICE OF REDEMPTION

PUTNAM COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Putnam County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [_____, 2013], all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation School Refunding Bonds, Series 2004
dated August 1, 2004**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Deutsche Bank National Trust Company as follows where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

BY MAIL, HAND OR OVERNIGHT COURIER

DB Services Americas, Inc.
MS JCK01-0218
5022 Gate Parkway, Suite 200
Jacksonville FL 32256

The redemption price will become due and payable on [_____, 2013], upon each such Bond herein called for redemption and such Bond shall not bear interest beyond [_____, 2013].

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank,
Registration and Paying Agent

EXHIBIT D

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2012

Putnam County, Tennessee
300 E. Spring Street
Cookeville, Tennessee 38501
Attention: Kim B. Blaylock, County Executive

Re: Issuance of Approximately \$6,225,000 in Aggregate Principal Amount of General Obligation Refunding Bonds.

Dear Kim:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Putnam County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding bonds identified in a resolution authorizing the Bonds adopted on March 18, 2013 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.
8. Draft the continuing disclosure undertaking of the Issuer.

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

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

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

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

- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$16,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed \$16,000.

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

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

PUTNAM COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Kim B. Blaylock, County Executive

By: _____
Karen Neal, Member

11658147.1

The Chairman asked for discussion on the motion. The Commissioners discussed the motion to approve the pay-off of \$6,225,000 and re-emburse out of \$53,500,000 then add back to the \$53,500,000 if needed. The Commissioners discussed the motion.

Tom McAnulty of Stephens Inc. spoke to the Commission.

MOTION RE: POSTPONE ACTION TONIGHT AND HAVE AN OPEN DISCUSSION OR WORK SESSION WITH TOM MCANULTY OF STEPHENS INC TO LOOK AT THE CASH FLOW AND SEE WHAT CAN BE DONE AT THAT TIME

Commissioner Jim Martin moved and Commissioner Ron Williamson seconded the motion to postpone action tonight and have an open discussion or work session with Tom McAnulty of Stephens Inc to look at the cash flow and see what can be done at that time.

The Chairman asked for discussion on the motion to postpone action tonight and have an open discussion or work session with Tom McAnulty of Stephens Inc to look at the cash flow and see what can be done at that time. The Commissioners discussed the motion.

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

HEAR DISCUSSION ON CARPET AT THE LIBRARY

The Commissioners discussed the carpet purchase and installation at the Library.

NOMINATING COMMITTEE: None

REPORT OF SPECIAL COMMITTEES: None

RESOLUTIONS: None

ELECTION OF NOTARIES

Commissioner Mike Medley moved and Commissioner Joe Trobaugh seconded the motion to approve the Election of Notaries.

(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 18,2013

JUDY CAROL AGEE	CYNTHIA PETERS
MARY RAMSEY BENNETT	STEVEN D QUALLS
ROBYN D BLAIR	TERIA LEIGH RIDLEY
RHONDA BREEDING	MELISSA ROBBINS
ERIN CURRIER	BRITTANY SISCO
BARBARA S DAVIS	DORIS JO SLAGLE
EMILY D DILL	WYATT THATCHER
SANDRA GAIL FOWLER	TARA WHITE
RYAN JOSEPH GOOD	MARLENE Y WHITE
DEBORAH JACKSON	REGINA WIGGINS
STEPHANIE MILLER	JULIE THOMPSON WIGGINS
DARLA MILLS	LINDA WILLIAMS
BETTY J MORRISSEY	JOY WINNETT
CHRISTI MUELLER	MICHELLE D YOUNG
RONALD C NELSON	

The Chairman asked for discussion on 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:

Scott Ebersole
Tom Short
David Gentry
Jerry Ford
Ron Williamson
John Ludwig
Anna Ruth Burroughs
Terry Randolph
Chris Savage
Reggie Shanks
Joe Trobaugh
Michael Medley

Eris Bryant
Sue Neal
Jonathan Williams
Kevin Maynard
Kim Bradford
Jim Martin
Bob Duncan
Marsha Bowman
Steve Pierce
Mike Atwood
Cathy Reel

ABSTAIN

Daryl Blair

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

OTHER NEW BUSINESS: None

ANNOUNCEMENTS AND STATEMENTS

EMPLOYEE OF THE MONTH: NONE

CITIZEN OF THE MONTH: FRANCES ALLEN AND LEON MANSFIELD

(SEE ATTACHED)

CITIZEN OF THE MONTH FOR MARCH 2013

Frances Allen was born in Wilder on September 13th and her father was a coal miner at that time. Shortly after her birth, the family moved to Monterey where she was never at a loss for friends in school and was a cheerleader in high school. Frances met her husband James, in the early 50's shortly after James joined the Navy, and they were married December 21, 1952. They moved to Oak Harbor, Washington while he was in the Navy. This marriage produced two sons, Dennis and Sam. After James was discharged they made the car trip from Washington State back to Monterey where they spent the rest of their married life. Frances went to work at the Monterey hospital and stayed there until it closed. From there, she went to work for the lumber mill and later, to an electrical company in Cookeville as their bookkeeper. She and James celebrated their 50th wedding anniversary in 2002. Her hobbies were gardening, yard selling, and reading. She loved American History and still does. When her son, Dennis, was growing up she enjoyed playing cards – bridge (and probably a little poker) and she played a little golf. The Allen Family was some of the founding members of the 'Country Club'. She was the first person to show Dennis how to swing a club and that gave him a love for the game that's lasted his whole life. Dennis fondly remembers her reading to him as a child and that, too, instilled the lifelong love of reading.

While James was the true love of her life, the true love of her working life was the Monterey Senior Center. The work ethic and

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dedication people witnessed there was characteristic of her in all her jobs. She was a workaholic – a trait she inherited from her mother. Frances became director of the Monterey Senior Center in March 2003, and retired on December 31, 2012. When she became the director, the daily average membership was 11. Under her direction, the daily membership rose to 30 (almost tripled). Before Frances, the center was just barely trying to maintain its operation, but under Frances, weekly speakers began discussing health issues pertaining to our seniors, telling us about a better way of living, talking about community, and entertainment. Frances also started bi-weekly health screenings and a weekly bingo game. She has always been a practicing Christian and is a member of the First Baptist Church in Monterey.

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CITIZEN OF THE MONTH FOR MARCH 2013

LEON MANSFIELD

Leon began volunteering with the Putnam County Rescue Squad in 1971. His training ranged from Extrication, Weather Sky Watcher, Terrorism, CPR, Aviation Rescue, Landing Zone, Introductory Swift water, Meth & Meth Lab Awareness, Community Emergency Response Team and certified in several other areas. He has watched the Rescue Squad move from a 1961 Ford Econoline van and a few old military surplus vehicles to many of the present day fleet of safe and specialized vehicles.

Leon was honored by the Rescue Squad for 40 plus years of service with a dinner and a plaque in 2011.

In October of 2012, Leon decided to resign due to deteriorating health. Leon has said that he has been blessed to have been a part of this organization that has given back to the citizens of Putnam County.

Terry Barbour speaks to the Commission.

MOTION RE: CEASE DISCUSSION

Commissioner Bob Duncan moved and Commissioner Kevin Maynard seconded the motion to cease discussion.

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

The Chairman asked the Commissioners for a voice vote on the motion to cease discussion. The motion carried.

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.

PLANNING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 5, 2013

RE: Planning Committee Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, March 11, 2013, at 6:00 PM in the County Commission Chambers at the Courthouse.

1. Discuss recommendations by the Land and Facilities Committee.
*Office Space for Mediation Services
Cookeville High School Property
Centralized Fuel Depot*
2. Any business that needs to be reviewed by the Planning Committee.

FISCAL REVIEW COMMITTEE

MINUTES

March 11, 2013

Prepared by Deborah Francis

ROLL CALL

Bob Duncan	Present	Daryl Blair	Present
Jerry Ford	Present	Kevin Maynard	Present
Scott Ebersole	Present	Steve Pierce	Present
Terry Randolph	Present	Mike Atwood	Present
Mike Medley	Present	Sue Neal	Present
Andy Honeycutt	Present	Chris Savage	Present

Item #1 County General Amendment

Motion: Recommends approval of budget amendments to the County General Fund.

Made By: Duncan
Seconded: Neal

VOICE VOTE

APPROVED

Item #2 General Purpose School fund amendment

Motion: Recommends approval of budget amendments to the General Purpose School fund.

Made By: Neal
Seconded: Savage

VOICE VOTE

APPROVED

Item #3 County General Operating transfer to Capital Projects

Motion: Recommends approval of a budget amendment to the County General Fund transferring \$300,000 to the Capital Projects Fund.

Made By: Medley
Seconded: Neal

VOICE VOTE

APPROVED

Item #4 Capital Projects amendment

Motion: Recommends approval of a budget amendment to the Capital Projects Fund in the amount of \$300,000.

Made By: Duncan
Seconded: Savage

VOICE VOTE

APPROVED

Item #5 Refunding resolution \$6,225,000.

Motion: Recommends to check on combining the \$6,225,000 refunding issue with the \$53,000,000 School Building Bonds not yet sold, putting off refinancing until further information is received.

Made By: Duncan
Seconded: Neal

VOICE VOTE

APPROVED

Item #6 Library Carpet Project
Discussion was about this projects not being bid.
Project is done. Library Board didn't bid.
NO MOTIONS MADE

Item #7. Any other business that needs to be reviewed by the Fiscal Review Committee.

NONE

ADJOURNED

FISCAL REVIEW AGENDA

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 5, 2013

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on Monday, March 11, 2013 at 5:30 PM in the County Commission Chambers at the Courthouse.

1. Consider approval of budget amendment to the County General Fund.
2. Consider approval of budget amendment to the General Purpose School Fund.
3. Consider approval of budget amendment to the County General Fund for an operating transfer to the Capital Projects Fund.
4. Consider approval of budget amendment to the Capital Projects Fund bringing in transfer from the County General Fund
5. Discuss Resolution Authorizing the Issuance of General Obligation Refunding Bonds in an aggregate principal amount of approximately \$6,225,000.
6. Discuss Library Carpet Project.
7. Any other business that needs to be reviewed by the Fiscal Review Committee.

NOMINATING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: March 5, 2013

RE: Nominating Committee Agenda

Listed below are items to be considered by the Nominating Committee on Monday, March 11, 2013 AFTER THE FISCAL REVIEW COMMITTEE MEETING in the Commission Chambers.

1. Any business that needs to be reviewed by the Nominating Committee.

MARCH 4, 2013

LAND AND FACILITIES MEETING:

PRESENT:

**CHRIS SAVAGE
MIKE MEDLEY
CATHY REEL
TOM SHORT
JONATHAN WILLIAMS
SCOTT EBERSOLE
TERRY RANDOLPH**

RANDY PORTER

DISCUSSION ON FUEL DEPOT WAS PRESENTED BY TERRY RANDOLPH WITH WORK FROM RANDY PORTER ON DIAGRAMS ON SITE. THE SYSTEM IS IN HOPES OF SAVING EVERY DEPT IN THE COUNTY MONEY AS WELL AS THE SCHOOL SYSTEM. THE SYSTEM TRACKS FUEL TRANSACTIONS. THE FEATURES AND BENEFITS WILL HELP SAVINGS FOR EVERYONE USING FUEL IN THE COUNTY.

**AFTER DISCUSSION ON THE FUEL DEPOT, MOTION WAS MADE BY SCOTT EBERSOLE TO SEND TO FULL COMMISSION TO BID SITE PLAN AND FUEL DEPOT FOR SCHOOL SYSTEM AND ALL OF THE COUNTY DEPARTMENTS. MOTION SECONDED BY JONATHAN WILLIAMS
MOTION PASSED WITH ALL PRESENT.**

DISCUSSION ON PROPERTY DEEDED BACK TO COUNTY FROM PUTNAM COUNTY BOARD OF EDUCATION WHICH IS .53 ACRE NEXT TO COOKEVILLE HIGH SCHOOL AND LIFE CHURCH. THE PROPERTY IS LOCATED AT THE END OF VICKERS LANE, A PORTION OF THE PC BOE PROPERTY, 2355 NORTH WASHINGTON AVE.

MOTION TO PUT PROPERTY FOR SEAL BID. MOTION PASSED BY ALL PRESENT.

DISCUSSION ON OFFENDER MEDIATION CENTER, NO ONE PRESENT FROM CENTER, NOT SURE WHAT THEY ARE ASKING FOR WITH NEEDING MORE DETAILS ON THEIR BUDGET, SPACE NEEDS, NOT RECOMMENDED AT THIS MEETING TO TAKE MATTER ON THIS. MOTION MIKE MEDLEY 2ND CATHY REEL, ALL IN FAVOR EXCEPT TOM ABSTAIN

DISCUSSION ON CARPET IN LIBRARY, CHRIS WILL TALK TO LARRY FORD ABOUT THE CARPET BEING INSTALLED AND GET BACK WITH COMMITTEE.

**COMPLAINTS FROM CARPET BUSINESSES IN TOWN NOT HAVING
OPPORTUNITY TO BID ON THIS WORK.**

**DISCUSSION ON WHO HAS CONTROL OVER MAINTANCE OF LIBRARY
COUNTY OR CITY.**

**DISCUSSION ON COUNTY FAIR GROUNDS BEING RENTED, SEE MAY
MINUTES WITH MOTORCYCLES AS DISCUSSED SEE RULE 10 IN MAY
MINUTES, THEY HAVE TO BE AMA.**

MEETING ADJORNED