# July 14, 2014

BE IT REMEMBERED that the Board of Commissioners of

Montgomery County, Tennessee, met in regular session on Monday, July 14, 2014, at 7:00 P.M. at the Montgomery County Courthouse. Present and presiding the Hon. Carolyn Bowers, County Mayor (Chairman). Also present, John Fuson, Sheriff, Kellie A. Jackson, County Clerk, Austin Peay, VII, County Attorney, Phil Harpel, Director of Administration, Jeff Taylor, Director of Accounts and Budgets and the following Commissioners:

Ed Baggett Martha Brockman Loretta Bryant Joe L. Creek Glen Demorest John M. Gannon John M. Genis Robert Gibbs Dalton Harrison Charles Keene Lettie Kendall Robert Lewis Robert Nichols Keith Politi Mark Riggins Nick Robards Larry Rocconi Ron J. Sokol Tommy Vallejos

PRESENT: 19

ABSENT: Jerry Allbert and Mark Banasiak (2)

When and where the following proceedings were had and entered of

record, to-wit:

**BOARD OF COMMISSIONERS** 

AGENDA

JULY 14, 2014

# CALL TO ORDER

# PLEDGE OF ALLEGIANCE

**INVOCATION** – Chaplain Joe Creek

# ROLL CALL

## APPROVAL OF JUNE 9, 2014 MINUTES

# **VOTE ON ZONING RESOLUTION** – No zoning cases for July

## **VOTE ON OTHER RESOLUTIONS**

- 14-7-1: Resolution from the Montgomery County Assessor's Office Authorizing a Continuous Five (5) Year Reappraisal Cycle
- 14-7-2: Resolution of the Montgomery County Board of Commissioners Authorizing Lease of Computers
- 14-7-3: Resolution of the Montgomery County Board of Commissioners Authorizing the Financing of Computers Via a Lease-Purchase Agreement

## **UNFINISHED BUSINESS**

### **REPORTS**

1. County Clerk's Report – (requires approval by Commission)

## **REPORTS FILED**

- 1. June 2014 Adequate Facilities Tax and Permit Revenue Reports Corrected
- 2. Court Safety Program: Adult Driver Improvement Program; Alive at 25 Defensive Driving Course; Juvenile Court Defensive Driving Course-4; Juvenile

Court Defensive Driving Course-6/8; Anti-Theft Class; and Safety Belt Class Revenue and Attendees for April - June, 2014

- Accounts & Budgets Monthly Report 3.
- Highway Dept 2014 County Road List, Apr 1, 2014 June 30, 2014 (needs 4. approval)
- Trustee's Report 5.

# NOMINATING COMMITTEE NOMINATIONS - Loretta Bryant, Chairman

# COUNTY MAYOR NOMINATIONS AND APPOINTMENTS - Mayor Carolyn Bowers

## ANNOUNCEMENTS

1. Remember the Ribbon Cutting Ceremony scheduled for tomorrow, July 15 at 9:00 a.m. at the trail head, located above the jail parking lot at the corner of Commerce and South First Street.

# <u>ADJOURN</u>

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# COUNTY COMMISSION MINUTES FOR

# JUNE 9, 2014

# SUBMITTED FOR APPROVAL JULY 14, 2014

# BE IT REMEMBERED that the Board of Commissioners of

Montgomery County, Tennessee, met in regular session on Monday, June 9, 2014, at 7:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Carolyn Bowers, County Mayor (Chairman). Also present, John Fuson, Sheriff, Kellie A. Jackson, County Clerk, Austin Peay, VII, County Attorney, Phil Harpel, Director of Administration, Jeff Taylor, Director of Accounts and Budgets and the following Commissioners:

Jerry Allbert Ed Baggett Mark Banasiak Martha Brockman Loretta Bryant Joe L. Creek Glen Demorest John M. Gannon John M. Genis Robert Gibbs Dalton Harrison Charles Keene Lettie Kendall Robert Lewis Robert Nichols Keith Politi Mark Riggins Nick Robards Larry Rocconi Ron J. Sokol Tommy Vallejos

PRESENT: 21

**ABSENT:** None

When and where the following proceedings were had and entered of record, to-wit:

# The minutes of the May 12, 2014, meeting of the Board of Commissioners were approved.

# The following Resolutions were Adopted:

14-6-1	Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2013-14 School Budget
14-6-2	Resolution of the Montgomery County Board of Commissioners Amending the Montgomery County Personnel Policy Handbook
14-6-3	Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
14-6-4	Amended Resolution to Amend the Budgets of Various Funds for Fiscal Year 2014 in Certain Areas of Revenues and Expenditures

# The County Clerk's Report for the month of June was Adopted.

# **Reports Filed:**

1.	Report on	Debt	Obligation	Report
1.	Report on	$D_{\mathbf{v}}$	Oungation	report

- 2. May 2014 Adequate Facilities Tax and Permit Revenue Reports
- 3. Accounts & Budgets Monthly Report
- 4. Trustee's Report
- 5. School System's Quarterly Construction and Financial Reports

# **Mayor Nominations Adopted:**

# JUDICIAL COMMISSIONER

Michael Williams nominated to serve another one-year term to expire June, 2015.

# MONTGOMERY COUNTY PARKS COMMITTEE

John Genis has been filling an unexpired term and is now nominated to serve a full twoyear term to expire June, 2016.

Charlie Keene nominated to serve another two-year term to expire June, 2016.

# Mayor Appointments Announced:

# **CONVENTION AND VISITORS BUREAU**

(Joint appointment with City of Clarksville Mayor)

Carolyn Pierce appointed to serve another three-year term to expire June, 2017. Geno Grubbs appointed to serve another three-year term to expire June, 2017. Jared Mims appointed to fill the unexpired term of Pennie Smith; term to expire June, 2016. Geoff Livingston appointed to fill the unexpired term of Rev. Mickey Richaud; term to expire June, 2016.

1-year term

2-year term

3-yr term

# ECONOMIC DEVELOPMENT COUNCIL

Charlie Keene has been filling an unexpired term and is now eligible to serve his first full two-year term to expire June, 2016.

# The Board was adjourned.

Submitted by:

ackbon Kellie A. Jackson (

County Clerk



# 2-yr term

On Motion to Adopt by Commissioner Brockman, seconded by Commissioner Rocconi, the foregoing June 9, 2014, Minutes of the Board of County Commissioners presented by Kellie A. Jackson, County Clerk, were Approved unanimously by the following roll call vote:

Ed Baggett Martha Brockman Loretta Bryant Joe L. Creek Glen Demorest John M. Gannon John M. Genis	-	Robert Gibbs Dalton Harrison Charles Keene Lettie Kendall Robert Lewis Robert Nichols Keith Politi	Y Y Y	Mark Riggins Nick Robards Larry Rocconi Ron J. Sokol Tommy Vallejos	Y Y Y Y Y
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Ayes -19 Abstentions -0 Noes -0

ABSENT: Jerry Allbert and Mark Banasiak (2)

# **RESOLUTION FROM THE MONTGOMERY COUNTY ASSESSOR'S OFFICE AUTHORIZING A CONTINUOUS FIVE (5) YEAR REAPPRAISAL CYCLE**

WHEREAS, Tennessee Code Annotated Section 67-5-1601 established a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes; and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period, followed by revaluation of all such property in the year following completion of the review period, and includes a current value updating during the third year of the review cycle, and sales ratio studies during the second and fifth years of the review cycle; and

WHEREAS, Chapter 318 of the 1997 Public Acts provides, upon the approval of the Assessor and upon the adoption by majority approval vote of the county legislative body, the reappraisal program may be completed by a continuous five (5) year cycle comprised of an onsite review of each real property over a four (4) year period followed by revaluation of all such property in the year following completion of the review period; and

WHEREAS, the Legislative Body of Montgomery County understands that by approving such a five (5) year reappraisal cycle, a sales ratio study will be conducted during the second and fourth years of the review cycle, and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization.

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body of Montgomery County, meeting in Regular Session on this the 14<sup>th</sup> day of July, 2014, that:

**PURSUANT** to Tennessee Code Annotated Section 67-5-1601, as amended by Chapter 318 of the 1997 Public Acts, reappraisal shall be accomplished in Montgomery County by a continuous five (5) year cycle beginning July 1, 2014, comprised of an on-site review of each

parcel of real property over a four (4) year period followed by revaluation of all such property for tax year 2019.

COUNTY CL Sponsor Commissioner SEA Approved ounty Ma COMERY CO Attested **County Clerk** 

Duly passed and approved this 14<sup>th</sup> day of July, 2014.

14-7-1

On Motion to Adopt by Commissioner Brockman, seconded by Commissioner Keene, the foregoing Resolution was Adopted by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y
John M. Gannon	Y	<b>Robert Nichols</b>	Y		
John M. Genis	Y	Keith Politi	Y		

Ayes - 19 Abstentions - 0 Noes - 0

ABSENT: Jerry Allbert and Mark Banasiak (2)

# RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AUTHORIZING LEASE OF COMPUTERS

WHEREAS, CMCSS (Lessee) desires to enter into a two year Equipment Lease Agreement with Dell (Lessor), as set forth in Exhibit A, for the purpose of leasing the equipment therein described for the total cost specified therein (collectively the "Equipment"), and:

WHEREAS, the funding for the lease agreement (annual lease cost of \$799,888.61) was initially appropriated by the Board of County Commissioners June, 2014 by way of CMCSS' General Purpose School Fund Budget Amendments and is reflected in the recurring budget for FY 2014-15, and;

WHEREAS, pursuant to Section 7-51-902 of the Tennessee Code Annotated, as amended, CMCSS is authorized to acquire capital improvement property by Lease Agreement and pay interest thereon by contract for a term not to exceed 40 years, or the useful life of the capital improvement property, whichever is less, and;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Session on this the 14<sup>th</sup> day of July, 2014 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-15.

Duly passed and approved this 14th day of July, 2014.

Sponsor Commissioner Approved **County Mayor** Attested County Court Clerk

# **Dell** Financial Services



#### EFFECTIVE DATE: June 13, 2014 MASTER LEASE AGREEMENT NO. 546648-2451

#### LESSOR: DELL FINANCIAL SERVICES L.L.C. Mailing Address: ONE DELL WAY Round Rock, TX 78682 Dell Way Round Rock, TX 78682 CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM Principal Address: 621 GRACEY AVENUE CLARKSVILLE, TN 37040 Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

#### 1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lesse"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other,

#### 2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are desmed to have been intevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee thall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by besiee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice. Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shapping charges, Takes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment, if Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

#### 3. TERM,

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

Antorance: 54648-2431 Master Lenne Agricement - Public and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A promited portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first plyment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in Lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, eacise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Takes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lesse's use of the Products, including but not limited to shipment, delivery, instatiation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor, Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQURED UNCONDITIONAL, AND SMALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DETERMENT OR RECOUPMENT FOR MY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSACHS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lesses shall make its claim solely against the Seller of such Product (or the Licentor in the case of Soltware, as defined below) and shall invertifieless pay Lessor or its assignee all amounts due and payable under the Lesse;

#### 5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: [1] sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Loase beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall crase and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee In other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obtigation of Lessee to pay Rent, and other amounts due under a Lesse constitutes a current expense of Lesser and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

#### 6. LICENSED MATERIALS,

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a table to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pussuane to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms 'sell," "purchase," "license," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

#### 7. USE: LOCATION: INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (#) for the business purposes of Lessee. Lessee agrees not to more Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lesson, Lesson may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lesser's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours sater reasonable notice at order to confirm Lessee's compliance with its obligations under this Agreement.

A. RETURN.

At the expiration or eactier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

Reference: 346445-2451 Mailor Lenne Appendumt - Public option under the trase, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deimstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system. Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for nonappropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

#### 9. RISK OF LOSS; MAINTERANCE; INSURANCE.

From the date the Products are delivered to Lessee's ship to 131 location until the Products are returned to Lesson's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (III) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of Rs. choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law, Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Leisor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lesson's then current insurance administrative lee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, setzure or expropriation of such Products ("Casualty Products"). Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lesser the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lesse, plus (b) the present value of all future Rent to become due under the Lesse during the remainder of the Lesse Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessot, plus. Lit. all orberts research or u

become due and owink  $\overline{e_n}$  during the remaining Lease Term. Unless priced as a tax-exempt Scheckule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commercement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

#### 10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lesse Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

#### 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as alfidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Coursel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the internal Revenue Code of 1986, as amended, and the regulations promutgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Lesses;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) He other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creasion of any lien, charge, security, juncest, or arben-matteriour apon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement:

(1) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(b) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its clibers. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

References 1464-8 2431 Matter Lanar Appendict - Public to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

#### 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS, LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTRES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE MABLE FOR ANY ACTUAL, SPECIAL, INDRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lesse qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written subply contract covering the Products purchased from the Select for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Secler for a description of any such rights. TO THE FURLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE BY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

#### 13. EVENTS OF DEFAULT,

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation and the warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially antrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankuptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not diamisaed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee. Is declared null and void, or its validity or enforceability is

Page 3 of 5

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lesson, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

#### 14. REALDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Yalue of the Products in Neu of any Further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enfince performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Scipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lesse, Lessee shall be entitled to such expess and shall have no further obligations with respect to such Lesse. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

#### 15. QUIET ENDOYMENT,

Lesson shall not interfere with Lessee's right to poisession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

#### 14. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignces, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal feers and expenses (collectively, 'Claims'), arising from or incurred in connection with this Agreement, any Schedule, or the setection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injuny or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

Afferinger Siddal 2451 Maist Lane Agreenert - Public This indemnity shall not extend to any loss caused solely by the grossnegligence or willful misconduct of Lesson. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lesson or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with coursel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lesson informed at all times as to the status of the Claim.

#### 17. OWNERSHIP; LIENS AND ENCLIMBRANCES; LABELS,

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

#### 18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule. Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

#### 19. HOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sens by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Detl Financial Services L.L.C., Atm. Legal Department, One Deli Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

#### 20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PROOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHED). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or Sublease shall in any way discharge Litslee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, coincom of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURUSDICTION AND VEHUE; WARVER OF JURY TRIAL

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY TENNESSEE LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN MONTGOMERY, TENNESSEE, AND WARYS ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

#### 22. INISCELLAMEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duty authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement, or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related fillings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement of any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Encept as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the misting pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, factimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

Reference: 546648-2453 Hader Same Agreement - Public any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or comption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lesson's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.
Clarksville-Montgomery County School System "Lessee"
BY: Clann Han
NAME: DRONY Grant
TITLE: C. F. O.
DATE: 6-16-14
Dell Financial Services L.L.C. "Lessor"
BY:
NAME:
πιε:
DATE:

# Insight. PUBLIC SECTOR

Insight Public Sector SLED 6820 S HARL AVE TEMPE AZ 65263-4318 Tet: 800-457-4448

#### SOLD-TO PARTY

Clarksville Monigomery Co Schools 621 GRACEY AVE CLARKSVILLE TN 37040-4012 USA

#### SHIP-TO ADDRESS

Clarksville Montgomery Co Schools 621 GRACEY AVE CLARKSVILLE TN 37040-4012 USA

		Quotation
Quotation Nun 21572218 PO Number	3	er Creation Date 28-MAY-2014 USE THIS DELL
PO Release	:	
Customer No.	2	10792477
Sales Rep	:	Ashley McDonald
Email	;	amedona1@insight.com
Telephone	:	800-467-4448 X 5290
Sales Rep 2	;	Katherine Scozzafave
Email	:	kscozzaf@linsight.com
Telephone	;	480-409-6827 X N/A

### We deliver according to the following terms:

Payment Terms	ţ	Net 30 days			
Ship Via	:	Insight Assigned Carrier / Ground			
Torms of Delivery	;	FOB DESTINATION			
Currency	3	USD			

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance – the registration process lasts less than five minutes.

Matorial	Description	Quantity	Unit Price	Extended Price
683376034	CMSCS-DELL OPTIPLEX 9020 SMALL FORM FACTOR (210-AATO)	100	666.88	66,688.00

U.S. COMMUNITIES IT PRODUCTS & SERVICES (# 4400001195 (R009-997735-426)) Insight Standard Price: 727.99 Discount %: 8.39%

#### **Ouotation Number/ Creation Date**

215722183 / 28-MAY-2014

Materia	Description	Quantity	Unit Price	Extended Price
583376640	CMSCS-DELL OPTIPLEX 8020 SMALL FORM FACTOR (210-AATO)	815	532.21	433,751,15
U.S. COMMUNITIES IT Insight Standard Price: Discount %: 8.40%				
683376362	CHSCS-DELL LAYITUDE E7440 (210-AAWJ)	180	854.35	153,783.00
U.S. COMMUNITIES II Insight Standard Price; Discount 5: 7.74%				
583376969	CMSCS-DELL LATITUDE 3340 (210-ABYW)	2,450	604.76	1,481,682.00
U.S. COMMUNITIES IT Insight Standard Price: Discount %: 7,67%				
	Pn	oduct Subtolal		2,135,884.15
		Tax	<u> </u>	0.00
		Total		2,135,884.1

PURCHASE ORDER REQUIREMENTS:

Shipping Confirmed FOB Insight

Quote Number :215722183

Insight.

Purchase Order Number : \_\_\_\_\_

Authorized by/Title : \_\_\_\_\_\_\_\_\_(please print)

Authorized Signature : \_\_\_\_\_ Date : \_\_\_\_\_

# Insight. PUBLIC SECTOR

Quotation Number/ Creation Date 215722183 / 28-MAY-2014

Thank you for considering insight. Please contact us with any questions or for additional information about insight's complete IT solution offering.

Sincerely,

Ashley McDonald 800-467-4448 Ex 5290

amcdona1@insight.com Fax: 480-760-8991 Katherino Scozzalave 480-409-6827 Ex N/A

kscozzaf@insight.com

Fax: 460-760-9161

U.S. Communities IT Products, Services and Solutions Contract No. 4400001195 (R009-997736-428)

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products and Technology Services/Solutions Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance, U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

in order for insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology retreat solutions. Contact your insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options. Subject to IPS Terms & Condeons online unless purchase is being made pursuant to a separate written spreement in which case the terms and conditions of the separate written agreement shall govern. https://www.ios.insight.com/us/on/rerms-coodinans/orms-of-sale-opdarts.html

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14-7-2

On Motion to Adopt by Commissioner Nichols, seconded by

Commissioner Vallejos, the foregoing Resolution was Adopted by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y
John M. Gannon	Y	<b>Robert Nichols</b>	Y		
John M. Genis	Y	Keith Politi	Y		

Ayes $-19$ Abstentions $-0$ Noes -	0
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ABSENT: Jerry Allbert and Mark Banasiak (2)

# **RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE FINANCING OF COMPUTERS VIA A LEASE-PURCHASE AGREEMENT**

WHEREAS, CMCSS (Lessee) desires to enter into a four year Equipment Lease-Purchase Agreement with Apple (Lessor), as set forth in Exhibit A, for the purpose of leasing the equipment therein described for the total cost specified therein (collectively the "Equipment") and to purchase such equipment at the end of the lease term for \$1.00 per unit , and;

WHEREAS, the funding for the lease-purchase agreement (annual lease cost of \$108,231.30) was initially appropriated by the Board of County Commissioners June, 2014 by way of CMCSS' General Purpose School Fund Budget Amendments and is reflected in the recurring budget for FY 2014-15, and;

WHEREAS, pursuant to Section 7-51-902 of the Tennessee Code Annotated, as amended, CMCSS is authorized to acquire capital improvement property by Lease-Purchase Agreement and pay interest thereon by contract for a term not to exceed 40 years, or the useful life of the capital improvement property, whichever is less, and;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Session on this the 14<sup>th</sup> day of July, 2014 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-15.

Duly passed and approved t	his 14th day of July, 2014.	
Sponsor	Brig	
Commissioner	Joe/ and	
Approved	Caroly Dowers	
	County Mayor	
Attested	County Count Clerk	- COUNTY CLAR
	County Court Cherk	So SA
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		WERY COUL



### Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of JUNE 20, 2014 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lesson agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the 'Equipment') as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to bme. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor'), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessoe for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessea's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (o) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (1) a completed and executed Form 8038-G or 8038-GC; (g) an incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counset substantiaty in the form attached as Exhibit G; and (I) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, ostablishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. **OELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and avidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS, Lossee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. Lessor and Lessee

understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a piedge of the general tax revenues, funds or monies of Lessee.

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently inlends to remit and reasonably bolieves that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawlully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"). Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current liscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS. VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lossee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Loase Payments due Lossor or any Assignee (as hereinafter defined). Lossee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abalement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, tille to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lesser terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, ble or interests of Lessee. Lessee, at its expense, shall protect and defend Lessoe's tibe to the Equipment and Lessor's rights and interests therain and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lesseo's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to Me a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a pad of the real estate on which it may be situated.

If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lossee, Lessee acknowledges and agrees that: (a) Lossoo shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the retated Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorom, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; provided, however, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shalt have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL. INDIRECT. SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lesser pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repar the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro-rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the

applicable Lease Term. In such event, Lesser will provide Lessee with a revised amortization of Lease Payments for the nondamaged Equipment. Lesser will forward to Lessee any insurance proceeds which Lesser receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Delaut or an Event of Non-appropriation by Lessee, in which event Lesser will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be nobified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default") (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to porform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lesson of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) onlier the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lesser in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lesses to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remodies shall not relieve Lessee of any other liabilities under any other Lesse. Without limiting the foregoing, Lossor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or att of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts. then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6. Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessones to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in

accordance with the terms of the related Lease. All Equipment must be free of markings, Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments unbit the Equipment is accepted by Lessor, which acceptance shall be deemed to occur lifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lesson hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document. required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies: (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor, (i) all payments due and to become due during Lesses's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lesson shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lesson shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (I) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee loases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall Indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' loss) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordening, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE, if a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage propaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

LESSEE: CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM 621 GRACEY AVE CLARKSVILLE, TN 37040 BY: Denny Han

TITLE:

FED TAX 10#: 62-07147

# EXHIBIT A

# Schedule No. 1 Dated JUNE 20, 2014 to Master Loase Purchase Agreement Dated JUNE 20, 2014

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated JUNE 20, 2014 ("Master Lease"), and is effective as of JUNE 20, 2014. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

# Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

QTY	EQUIPMENT DESCRIPTION	EQUIPMENT INFORMATION	
	Computer HardwareSee attac	ched Exhibit 1.	· · · · · · · · · · · · · · · · · · ·
L			

LEASE PAYMENT SCHEDULE						
Pmt#	Payment Date	Payment Amount	interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
1	06/20/2014	108,231,30	0.00	108,231.30	321,473.82	316,120.50
2	06/20/2015	108,231.30	4,267.62	103,963.68	214,849.89	212,156.82
3	06/20/2016	108,231.30	2,864.12	105,367.18	107,692.84	106,789.64
4	06/20/2017	108,231.30	1,441.66	106,789.64	0.00	0.00
Grand Totals		432,925.20	8,573.40	424,351.80	1.35% Rate	

Lossee acknowledges that the discounted purchase price for the Lease is \$419,031.49 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.219% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this writien agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: JUNE 20, 2014

LESSORE APPLE INC.

SIGNATURE X\_\_\_\_

LESSEE: CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

NAME / TITLE: X 

DATE X\_\_\_\_\_

SIGNATURE: X Charm Flant NAME / TITLE: X Danny Grant / CFO DATE:

# EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1 under Master Lease Purchase Agreement dated JUNE 20, 2014

Part #	Description	QTY	Requested Price	Extended
BJ378LL/B	MacBook Alr S-pack (13.3"/1.4GHz iS/4GB/128GB flash storage/intel HD Graphics 5000)	90	4,572.27	411,504.30
MB5722/B	Mini DisplayPort to VGA Adapter	450	28.55	12,847.50

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

14-7-3

On Motion to Adopt by Commissioner Creek, seconded by Commissioner Kendall, the foregoing Resolution was Adopted by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Υ
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Υ
John M. Gannon	Y	Robert Nichols	Y		
John M. Genis	Y	Keith Politi	Y		

Ayes -19 Abstentions -0 Noes -0

ABSENT: Jerry Allbert and Mark Banasiak (2)

# **County Clerk's Report** July 14, 2014

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of June, 2014.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oath of the Judicial Commissioner and Deputy County Official, and Oaths of the Board of Equalization are approved as taken.

This report shall be spread upon the minutes of the Board of County

Commissioners.

This the 14<sup>th</sup> day of July, 2014.



## OATH OF JUDICIAL COMMISSIONER

NAME Michael Williams OFFICE Judicial Commissioner DATE 06/13/2014

# OATH OF DEPUTY COUNTY OFFICIAL

NAME Lauren Weide OFFICE Deputy Circuit Court Clerk DATE 06/23/2014

## OATHS OF BOARD OF EQUALIZATION

NAME OFFICE DATE Chris Barnett Board Member 06/02/2014 Doug Jackson **Board Member** 06/02/2014 Charles Padgett **Board Member** 06/02/2014 Bobby Wall Board Member 06/02/2014 Mark Kelly **Board Member** 06/14/2014

MONTGOMERY COUNTY CLERK KELLIE A JACKSON COUNTY CLERK 350 PAGEANT LANE SUITE 502 CLARKSVILLE TN 37040 Telephone 931-648-5711 Fax 931-572-1104

Notaries to be elected July 14,2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
	3526 BUCK RD	PO BOX 3756
1. KATHY F BALL	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931-980-0999	931 645 8726
	809 BURLINGTON COURT	123 A CENTER POINTE DRIVE
2. MARK D. BOLES SR	CLARKSVILLE TN 37043	CLARKSVILLE TN 37040
	931 552 1214	931 906 8400
	1925 ASHLAND CITY RD APT	120 FRANKLIN ST STE C
3. TIFFANY BRYANT	1324	CLARKSVILLE TN 37040
S. HITANI DITANI	CLARKSVILLE TN 37043	931 552 6656
	931 552 6656	
	2947 HEATHERFIELD DR	329 MAIN ST
4. JUDY H BURKHART	WOODLAWN TN 37191	CLARKSVILLE TN 37040
	931-552-0798	931-645-7448
	228 LONGWOOD LANE	151 RICHVIEW RD
5. KAY R CARMAN	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 980 6877	931 648 5690
	5080A 33RD STREET	111 CUNNINGHAM LANE
6. SANTANA CLINE	FORT CAMPBELL KY 42223	CLARKSVILLE TN 37042
	276 608 3852	931 920 7024
	5601 BRYANT HOLLOW RD	430 GREENWOOD AVE
7. BETTY J COOK	CUNNINGHAM TNTN 37052	CLARKSVILLE TNTN 37040
	931-387-2634	931-542-5040
	3697 S JOT DR	651 DUNLOP LN
8. JANETH COTHRAN	CLARKSVILLE TN 37040	CLARKSVILLE TN 37040
	931 809 0847	931 502 3300
	6098 DEER RIDGE DR	5217 GUTHRIE HIGHWAY
9. AMY E DEPRIEST	CLARKSVILLE TN 37042	CLARKSVILLE TN 37040
	615 962 4526	931 485 7333
	2898 ROME LANE	308 S SECOND ST
10. BRITTANI B DIAL	CLARKSVILLE TN 37040	CLARKSVILLE TN 37043
	731 499 0557	931 552 1480
11. PATRICIA Y ELLIS	1834 MADISON ST #B-16	50 FRANKLIN ST
TI. PATRICIA I ELLIS	CLARKSVILLE TNTN 37043	CLARKSVILLE TN 37040
	931-552-2821	931-906-0011
12. PAULETTE S FRASCA	428 GARY HILLS DR	631 HORACE CROW DR
12.1 AULLILE O FRAOUA	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 802 8738	931 920 2392

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MONTGOMERY COUNTY CLERK KELLIE A JACKSON COUNTY CLERK 350 PAGEANT LANE SUITE 502 CLARKSVILLE TN 37040 Telephone 931-648-5711 Fax 931-572-1104

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Notaries to be elected July 14,2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. SANDRA M GILKEY	338 KRAFT STREET	338 KRAFT ST
	CLARKSVILLE TN 37040	CLARKSVILLE TN 37040
	931-802-7364	931-552-9023
	3373 FRANKLIN MEADOWS	
14. NAKITA A GONZALES	WAY	
14. NAKITA A GUNZALES	CLARKSVILLE TN 37042	
	512 992 7476	
	2971 E OLD ASHLAND CITY RD	PO BOX 3756
15. LORI D GOURLEY	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 206 2325	931-647-0016
	400 LOUISE LANE	911 PROVIDENCE BLVD
16. JACQUELYN L GRAVES	CLARKSVILLE TN 37042	CLARKSVILLE TN 37042
	931 802 1481	931 906 1133
	209 DOWNER DR	2088 F LOWES DR
17. JACKIE L JOHNSON	CLARKSVILLE TN 37042	CLARKSVILLE TN 37040
	931 801 5658	931 647 8272
	518 MARTIN STREET UNIT A	
18. SAMUEL D KEEN	CLARKSVILLE TN 37040	CLARKSVILLE TN 37040
	615 838 7880	931 552 6656
	134 ALLENWOOD DR	1539 A ASHLAND CITY RD
19. ERICA LAYNE	CLARKSVILLE TN 37043	CLARKSVILLE TN 37040
	931 614 5505	931 245 0574
	2421 JOHNSON RD.	233-A DUNBAR CAVE RD.
20. LAURA C. MANN	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931-362-2673	931-552-6000
	2151 BATAVIA STREET	1011 CHERRY AVENUE
21. CHARLOTTE A MARIHUGH		NASHVILLE TN 37203
	931 624 7709	931 919 5000
	2808 SPARROW DRIVE	511 EIGHTH STREET
22. PAM J MITCHELL	CLARKSVILLE TN 37040	CLARKSVILLE TN 37040
	931 320 5761	931 920 7223
23. MARIA MUNOZ	321 BROADMORE DR CLARKSVILLE TN 37042	850 GEORGIA AVE FORT CAMPBELL KY 42223
23. WARIA WUNUZ	253 389 2676	931 431 2702
	1720 BROADRIPPLE DR	331 431 2702
24. PATRICIA K NEAL	CLARKSVILLE TN 37042	308 SOUTH SECOND ST
	931 647 9834	CLARKSVILLE TN 37042

MONTGOMERY COUNTY CLERK KELLIE A JACKSON COUNTY CLERK 350 PAGEANT LANE SUITE 502 CLARKSVILLE TN 37040 Telephone 931-648-5711 Fax 931-572-1104

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Notaries to be elected July 14,2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
	3600 SANGO RD	329 MAIN STREET
25. MARY E NELSON	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 358 9554	931-645-7448
	3551 MARTHA'S CHAPEL RD	599 FIRE STATION RD
26. WHITLEE LYNN PAYNE	CUNNINGHAM TN 37052	CLARKSVILLE TN 37043
	615 881 6027	931 920 7060
	1420 ELM HILL DR	1005 DR. D.B. TODD, JR BLVD
27. JO ANN PETTUS-MAYES	CLARKSVILLE TN 37040	NASHVILLE TNTN 37208
	615-327-6959	931-302-7120
	239 CULLOM WAY	239 CULLOM WAY
28. JENNIFER L PHILLIPS	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931-217-7647	9315525670
	239 CULLOM WAY	239 CULLOM WAY
29. JAMES PHILLIPS	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 217 7648	9315525670
	3393 DABNEY LN	649 PROVIDENCE BLVD
30. RACHEL PIECH	CLARKSVILLE TN 37043	CLARKSVILLE TN 37042
	931 217 0077	931 553 5266
	2870 BENTON RIDGE ROAD	120 SOUTH 2ND STREET
31. HUGH R POLAND JR	PALMYRA TN 37142	CLARKSVILLE TN 37040
	931 326 0024	931 552 1387
	1809 THERESA DR	1809 THERESA DR
32. YVETTE P REIMOLD	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 801 7523	931-801-7523
	4195 ATKINS RD	1808 HAYNES STREET
33. KAREN RITTER	CUNNINGHAM TN 37052	CLARKSVILLE TN 37043
	931 387 4884	931 647 5592
	1213 ASH RIDGE DR APT C	2965 FORT CAMPBELL BLVD
<b>34. RUTH ENID RIVERA</b>	CLARKSVILLE TN 37042	CLARKSVILLE TN 37042
	863 513 8543	800 531 8122
	1099 MCDANIEL RD APT 19	2315 MADISON ST
35. MICHELLE SARTAIN	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 220 2838	931 503 0759
	468 RIVERMONT DR	1215 21ST AVE SOUTH MCF
36. KRISTA M SIMMONS	CLARKSVILLE TN 37043	
	931 338 7712	NASHVILLE TN 37232
		615 322 7005

MONTGOMERY COUNTY CLERK KELLIE A JACKSON COUNTY CLERK 350 PAGEANT LANE SUITE 502 CLARKSVILLE TN 37040 Telephone 931-648-5711 Fax 931-572-1104

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Notaries to be elected July 14,2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
	803 CREEKDSTONE DR.	111 S RIVERSIDE DR.
37. PATRICIA STAFFORD	CLARKSVILLE TN 37040	CLARKSVILLE TN 37040
	931-216-4413	931-552-1700
	456 POND APPLE RD #7	346 WARFIELD BLVD SUITE C
38. TERESA A STEELE	CLARKSVILLE TN 37043	CLARKSVILLE TN 37043
	931 302 8686	931 552 7200
39. DEISARAY SWALLOWS	15874 FT CAMPBELL BLVD #12 OAK GROVE KY 42262 270-348-7510	130 FRANKLIN ST CLARKSVILLE TN 37040 931 572 1134
40. N CLETE WALKER	270-348-7510 1137 PLYMOUTH ROAD APT B CLARKSVILLE TN 37040 931 320 3506	1510 MADISON STREET CLARKSVILLE TN 37040 931 645 6488
41. D LAJOYCE WEATHERSPOON	3117 SOUTHPOINT DR CLARKSVILLE TNTN 37043 931-358-2116 3855 MARLA CIRCLE	621 GRACEY AVE CLARKSVILLE TN 37040 931-648-5640 140 WALLACE BLVD
42. MALIKA WOMACK	CLARKSVILLE TN 37042 931 237 4901	CLARKSVILLE TN 37042 931 431 4200

County Clerk's Report

On Motion to Adopt by Commissioner Creek, seconded by Commissioner Harrison, the foregoing County Clerk's Report was Approved by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y
John M. Gannon	Y	Robert Nichols	Y		
John M. Genis	Υ	Keith Politi	Y		

Ayes -19 Abstentions -0 Noes -0

ABSENT: Jerry Allbert and Mark Banasiak (2)

# CORRECTED



Fax 931-553-5121

350 Pageant Lane Suite 309 Clarksville, TN 37040

#### Memorandum

Phone

931-648-5718

то:	Carolyn Bowers, County Mayor
FROM:	Rod Streeter, Building Commissioner
DATE:	July 1, 2014
SUBJ:	June 2014 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in June 2014 is as follows: City 87 and County 48 for a total of 135.

There were 124 receipts issued on single-family dwellings, 6 receipts issued on multi-family dwellings with a total of 88 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 1 exemption receipts issued.

The total taxes received for June 2014 was \$90,945.00 The total refunds issued for June 2014 was \$0.00. Total Adequate Facilities Tax Revenue for June 2014 was \$90,945.00

#### FISCAL YEAR 2013/2014 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 934 County: 379 Total: 1313
TOTAL REFUNDS:	\$0.00
TOTAL TAXES RECEIVED:	\$677,646.00

NUMBER	OF LOTS	AND DWE	LLINGS	ISSUED

CITY COUNTY TOTAL

LOTS 5 ACRES OR MORE:	2	24	26
SINGLE-FAMILY DWELLINGS:	849	353	1202
MULTI-FAMILY DWELLINGS (37 Receipts):	258	18	276
CONDOMINIUMS: (73 Receipts)	73	0	73
TOWNHOUSES:	0	0	0
EXEMPTIONS: (21 Receipts)	9	12	21
REFUNDS ISSUED: (0 Receipts)	(0)	(0)	(0)

#### RS/bl

cc: Jeff Taylor, Accounts and Budgets Kellie Jackson, County Clerk



Montgomery County Government

Phone 931-648-5718

Building and Codes Department

Fax 931-553-5121

350 Pageant Lane Suite 309 Clarksville, TN 37040

#### Memorandum

TO: Carolyn Bowers, County Mayor

FROM: Rod Streeter, Building Commissioner

DATE: July 1, 2014

SUBJ: JUNE 2014 PERMIT REVENUE REPORT

The number of permits issued in June 2014 is as follows: Building Permits 101, Grading Permits 0, and Plumbing Permits 14 for a total of 115 permits.

The total cost of construction was \$8,630,447.00. The revenue is as follows: Building Permits \$33,906.45, Grading Permits \$0.00, Plumbing Permits \$1,400.00, Plans Review \$661.50, BZA \$750.00, Re-Inspections \$100.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in June 2014 was \$36,817.95.

#### FISCAL YEAR 2013/2014 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS: COST OF CONSTRUCTION: NUMBER OF BUILDING PERMITS: NUMBER OF PLUMBING PERMITS: NUMBER OF GRADING PERMITS: BUILDING PERMITS REVENUE: PLUMBING PERMIT REVENUE: GRADING PERMIT REVENUE: RENEWAL FEES: PLANS REVIEW FEES: BZA FEES: RE-INSPECTION FEES:	330 \$75,163,367.00 733 142 12 \$355,524.95 \$14,100.00 \$19,424.50 \$1,396.05 \$54,444.50 \$3,750.00 \$1,900.00
	\$3,750.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES: MISCELLANEOUS FEES:	\$25.00 \$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$449,218.95

#### JUNE 2014 GROUND WATER PROTECTION

The number of septic applications received for June 2014 was 20 with total revenue received for the county was \$0.00 (State received \$12,700.00).

The lease agreement beginning on July 1, 2013-June 30, 2014 was agreed upon between the County and State.

The number of Septic Tank Disclosure requests for June 2014. **\*\*Effective December 16, 2008** Ground Water Protection no longer provides this service.\*\*

#### FISCAL YEAR 2013/2014 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	179
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$110,315.00)	\$0.00

TOTAL REVENUE:

\$449,218.95

RS/bl

cc: Jeff Taylor, Accounts and Budgets Kellie Jackson, County Clerk

# ADULT DRIVER IMPROVEMENT PROGRAM REVENUE AND ATTENDEES APRIL - JUNE 2014

## <u>REVENUE RECEIVED</u> <u>ATTENDEES</u>

APRIL 2014	\$ 1,154.25	.21
MAY 2014	\$ 1,474.87	.24
JUNE 2014	\$ 2,052.00	28
TOTAL	\$ 4,681.12	73

## **BOOK FEES**

APRIL 2014\$	63.17
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- MAY 2014.....\$ 76.47
- JUNE 2014.....\$ 106.40
- TOTAL.....\$ 246.04

## **FORFEITURES**

April, May, June 2014.....\$ -0-

April, May & June, 2014 Adult Driver Improvement Program revenues average \$1,642.39/month with clients per month excluding forfeitures. This represents \$67.50 in revenue per client.

# ALIVE AT 25 DEFENSIVE DRIVING COURSE REVENUE AND ATTENDEES APRIL - JUNE 2014

## **<u>REVENUE RECEIVED</u>** <u>ATTENDEES</u>

APRIL 2014\$	570.00	10
MAY 2014\$	399.00	8
JUNE 2014\$ 1	1,026.00	.11
TOTAL\$1	,995.00	29 Attendees

April, May & June, 2014 Alive at 25 Defensive Driving Course revenues. Attendee pays \$60.00 for course.

# JUVENILE COURT DEFENSIVE DRIVING COURSE - 4 REVENUE AND ATTENDEES APRIL - JUNE 2014

# **REVENUE RECEIVED** ATTENDEES

APRIL 2014\$	912.0023
MAY 2014\$	570.006
JUNE 2014\$	570.006
TOTAL\$ 2	2,052.0035

April, May & June, 2014 Defensive Driving Course Revenue, \$684.00/month. Clients pay \$60.00 per course.

# JUVENILE COURT DEFENSIVE DRIVING COURSE – 6/8 REVENUE AND ATTENDEES APRIL - JUNE 2014

## **<u>REVENUE RECEIVED</u>** <u>ATTENDEES</u>

APRIL 2014\$	1,064.00
MAY 2014\$	228.00
JUNE 2014\$	304 .00 2
TOTAL\$	1,596 .00 21

.

April, May & June, 2014 Defensive Driving Course Revenue, \$532.00/month. Clients pay \$80.00 per course.

# ANTI-THEFT CLASS REVENUE AND ATTENDEES APRIL - JUNE 2014

## **<u>REVENUE RECEIVED</u>** <u>ATTENDEES</u>

APRIL 2014\$	57.00	0
MAY 2014\$	142.50	10
JUNE 2014\$	57.00	0
TOTAL\$	256.50	10 Attendees
April May & Juna 2014	Anti thaft aloss revenues	Attendes neve \$20.00

April, May & June, 2014 Anti-theft class revenues. Attendee pays \$30.00 per course.

# SAFETY BELT CLASS REVENUE AND ATTENDEES APRIL - JUNE 2014

## **<u>REVENUE RECEIVED</u>** <u>ATTENDEES</u>

APRIL 2014	\$ 19.00	2
MAY 2014	\$ 28.50	0
JUNE 2014	\$ 66.50	4
TOTAL	\$114.00	6 Attendees
April May & June 2014	Safety Belt class revenues	Attendee nave \$10.00

April, May & June, 2014 Safety Belt class revenues. Attendee pays \$10.00 per course.

#### 07/09/2014 08:14 mlopez

#### MONTGOMERY COUNTY GOVERNMENT, TN YEAR-TO-DATE BUDGET REPORT



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FOR 2014 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION 51210 BOARD OF EQUALIZATION 51220 BEER BOARD 51240 OTHER BOARDS & COMMITTEES 51300 COUNTY MAYOR 51310 HUMAN RESOURCES 51400 COUNTY ATTORNEY 51500 ELECTION COMMISSION 51600 REGISTER OF DEEDS 51720 PLANNING 51730 BUILDING 51750 CODES COMPLIANCE 51760 GEOGRAPHICAL INFO SYSTEMS 51800 COUNTY BUILDINGS 51810 COUNTY BUILDINGS 51810 COURTS COMPLEX 51900 OTHER GENERAL ADMINISTRATION 51910 ARCHIVES 52100 ACCOUNTS & BUDGETS 52200 PURCHASING 52300 PROPERTY ASSESSOR'S OFFICE 52400 COUNTY TRUSTEES OFFICE 52400 COUNTY TRUSTEES OFFICE 52600 INFORMATION SYSTEMS 52900 OTHER FINANCE 53100 CIRCUIT COURT 53300 GENERAL SESSIONS COURT 53300 GENERAL SESSIONS COURT 53500 JUVENILE COURT CLERK 53600 DISTRICT ATTORNEY GENERAL 53600 DISTRICT ATTORNEY GENERAL 53600 DISTRICT ATTORNEY GENERAL 53600 DISTRICT ATTORNEY GENERAL 53600 OTHER ADMINISTRATION/ JUSTICE 53900 OTHER ADMINISTRATION/ JUSTICE 53910 ADULT PROBATION SERVICES 54110 SHERIFF'S DEPARTMENT 5420 WORKHOUSE	252,393 10,224	84,407 0	336,800 10,224	$\begin{array}{c} 326, 541.53\\ 1,808.52\\ 6,672.11\\ 10,738.20\\ 443,464.48\\ 318,074.07\\ 28,377.10\\ 574,948.42\\ 428,668.31\\ 303,364.00\\ 175,910.16\\ 630,477.70\\ 162,346.51\\ 1,639,372.82\\ 1,051,695.27\\ 545,977.09\\ 181,712.27\\ 563,480.51\\ 282,417.17\\ 960,853.42\\ 560,400.71\\ 1,847,525.45\\ 1,528,646.19\\ 31,870.93\\ 2,104,471.44\\ 657,372.29\\ 66,704.02\\ 489,764.31\\ 890,896.52\\ 402,249.37\\ 70,123.72\\ 7,725.00\\ 212,313.83\\ 441,340.79\\ 820,567.79\\ 8,858,443.64\\ 1,695,975.34\\ 10,919.60\\ 12,638,149.23\\ 1,612,840.31\\ \end{array}$	635.49	9,623.35 8,415.48	97.1% 17.7%
51220 BEER BOARD 51240 OTHER BOARDS & COMMITTEES	1,615 3,121	5,638 7,751	7,253 10,872	6,672.11 10,738.20	.00	581.06	17.78 92.08 98.88
51310 COUNTY MAYOR 51310 HUMAN RESOURCES 51400 COUNTY ATTORNEY	459,945 340,303 60,000	5,638 7,751 1,768 0 0	461,713 340,303	443,464.48 318,074.07	174.10 7,001.70	18,074.42 15,227.23	96.1% 95.5%
51500 ELECTION COMMISSION 51600 REGISTER OF DEEDS	465,516 430,728	197,365 21,000	662,881 451,728	28,377.10 574,948.42 428,668.31	.00 44,728.78	31,622.90 43,203.80 23,059.69	47.3% 93.5% 94.9%
51720 PLANNING 51730 BUILDING 51750 CODEL COMPLEXNEE	303,364 182,210	0 86 2,500	303,364 182,296	303,364.00 175,910.16	.00	.00 6,385,84	100.0% 96.5%
51760 GEOGRAPHICAL INFO SYSTEMS 51800 COUNTY BUILDINGS	657,292 164,005 1,772,622	2,500 13,000 3,948	659,792 177,005 1 776 570	630,477.70 162,346.51 1 639 372 82	58.38 .00	29,255.92 14,658.49 116,571.63	95.6% 91.7%
51810 COURTS COMPLEX 51900 OTHER GENERAL ADMINISTRATION	1,133,612 624,520	19,231 0	1,152,843 624,520	1,051,695.27 545,977.09	6,136.22 16.10	95,011.51 78,526.81	93.4% 91.8% 87.4%
51910 ACCHIVES 52100 ACCOUNTS & BUDGETS 52200 PURCHASING	177,744 643,852 292 474	11,351 0 50	189,095 643,852 292 524	181,712.27 563,480.51 282,417,17	524.90 348.12	6,857.89 80,023.37	96.4% 87.6%
52300 PROPERTY ASSESSOR'S OFFICE 52400 COUNTY TRUSTEES OFFICE	1,140,802 546,531	-49,521 36,594	1,091,281 583,125	960,853.42 560,400.71	6,033.13	8,935.71 124,394.70 22,724.40	96.9% 88.6% 96.1%
52600 COUNTY CLERK'S OFFICE 52600 INFORMATION SYSTEMS 52900 OTHER FINANCE	1,988,108 1,612,082 50,550	224 50,275	1,988,332 1,662,357	1,847,525.45 1,528,646.19	3,408.71 9,952.33	137,397.84 123,758.48	93.1% 92.6%
53100 CIRCUIT COURT 53300 GENERAL SESSIONS COURT	2,407,031 662,355	54 0 20,000	2,407,085 662,355	2,104,471.44 657,372.29	18,348.40 86,110.66 .00	332.67 216,503.00 4,982.71	99.3% 91.0% 99.2%
53300 DRUG COURT 53400 CHANCERY COURT 53500 JUVENILE COURT	50,000 526,807 1 053 728	20,000 6,899 20 682	70,000 533,706 1.074,410	66,704.02 489,764.31	384.37	2,911.61 43,941.69	95.8% 91.8%
53520 JUVENILE COURT CLERK 53600 DISTRICT ATTORNEY GENERAL	491,638 46,300	20,082 0 30,000	491,638 76,300	402,249.37 70,123.72	3,267.02 3,135.00 1,117.50	180,246.46 86,253.63 5,058.78	83.2% 82.5% 93.4%
53510 OFFICE OF PUBLIC DEFENDER 53700 JUDICIAL COMMISSIONERS 53900 OTHER ADMINISTRATION/ JUSTICE	7,725 258,668 91,557	0 0 422 082	7,725 258,668	7,725.00 212,313.83	.00 89.99	.00 46,264.18	100.0% 82.1%
53910 ADULT PROBATION SERVICES 54110 SHERIFF'S DEPARTMENT	921,684 8,507,584	13,650 747,154	935,334 9,254,738	820,567.79 8,858,443.64	1,076.48 10,334.69 66,764.14	71,221.73 104,431.52 329,530.68	86.1% 88.8% 96.4%
54120 SPECIAL PATROLS 54160 SEXUAL OFFENDER REGISTRY 54210 JALL	1,754,557 13,340	83,829 2,000	1,838,386 15,340	1,695,975.34 10,919.60	11,933.86	130,476.80 4,420.40	92.9% 71.2%
54220 WORKHOUSE	1,767,290	795,594	1,767,290	12,638,149.23 1,612,840.31	87,993.15 18,138.93	526,332.08 136,310.76	96.0% 92.3%

#### 07/09/2014 08:14 mlopez

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#### MONTGOMERY COUNTY GOVERNMENT, TN YEAR-TO-DATE BUDGET REPORT



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FOR 2014 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
82220 HIGHWAYS & STREETS	7,000	0	7,000	. 00	.00	7,000.00	. 0%
TOTAL GENERAL ROADS	8,418,639	58,000	8,476,639	7,130,188.81	359,190.90	987,259.29	88.4%
151 DEBT SERVICE	_						
00000 NON-DEDICATED ACCOUNT 82110 PRINCIPAL-GENERAL GOVERNMENT 82130 PRINCIPAL-EDUCATION 82210 INTEREST-GENERAL GOVERNMENT 82230 INTEREST-EDUCATION 82310 OTHER DEBT SERV-COUNTY GOVT 82330 OTHER DEBT SERVEDUCATION 99300 PYMTS-REFUND BOND ESCROW AGEN	971,347 6,422,316 15,869,915 4,105,523 10,170,713 236,500 591,094 0	0 1,014,617 345,400 0 81,217 183,323 55,405,324	971,347 7,436,933 16,215,315 4,105,523 10,170,713 317,717 774,417 55,405,324	971,347.00 7,416,915.63 16,215,313.66 3,489,330.30 9,978,047.69 407,737.71 609,010.34 55,405,323.60	.00 .00 .00 .00 .00 .00 .00 .00	.00 20,017.37 1.34 616,192.70 192,665.31 -90,020.71 165,406.66 .40	100.0% 99.7% 100.0% 85.0% 98.1% 128.3% 78.6% 100.0%
TOTAL DEBT SERVICE	38,367,408	57,029,881	95,397,289	94,493,025.93	.00	904,263.07	99.1%
171 CAPITAL PROJECTS	_						
00000 NON-DEDICATED ACCOUNT 82310 OTHER DEBT SERV-COUNTY GOVT 82330 OTHER DEBT SERVEDUCATION 91110 GENERAL ADMINISTRATION PROJEC 91130 PUBLIC SAFETY PROJECTS 91140 PUBLIC HEALTH /WELFARE PROJEC 91150 SOCIAL/CULTURAL/REC PROJECTS 91190 OTHER GENERAL GOVT PROJECTS 91200 HIGHWAY & STREET CAP PROJECTS 91300 EDUCATION CAPITAL PROJECTS	30,000 0 2,766,250 819,000 1,778,800 6,800,000 68,500 700,000 2,359,500	64,049 0 6,311,751 162,978 767,062 4,877,027 356,846 2,639,607 18,455,992	94,049 0 9,078,001 981,978 2,545,862 11,677,027 425,346 3,339,607 20,815,492	$\begin{array}{r} 24,419.00\\ 9,877.00\\ 2,023.00\\ 5,848,012.82\\ 818,137.09\\ 1,321,544.00\\ 3,371,089.53\\ 135,330.93\\ 75,105.67\\ 14,650,624.00\\ \end{array}$	.00 .00 1,006,168.21 3,197.99 586,103.96 7,600,106.77 67,271.23 65,297.34 .00	69,630.00 -9,877.00 -2,023.00 2,223,820.10 160,642.92 638,214.27 705,831.09 222,744.28 3,199,203.88 6,164,868.00	26.08 100.08 75.58 83.68 74.98 94.08 47.68 4.28 70.48
TOTAL CAPITAL PROJECTS	15,322,050	33,635,313	48,957,363	26,256,163.04	9,328,145.50	13,373,054.54	72.7%
266 WORKER'S COMPENSATION	_						
51750 CODES COMPLIANCE 51810 COURTS COMPLEX 51920 RISK MANAGEMENT 52500 COUNTY CLERK'S OFFICE	0 0 475,138 0	0 0 0 0	0 0 475,138 0	1,760.07 196.13 254,563.28 509.65	.00 .00 24,010.37 .00	-1,760.07 -196.13 196,564.35 -509.65	100.0% 58.6%

#### 07/09/2014 08:10 mlopez

#### MONTGOMERY COUNTY GOVERNMENT, TN YEAR-TO-DATE BUDGET REPORT



PG 1 glytdbud

FOR 2014 12

<u> </u>	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL	<u>.</u>					
101 COUNTY GENERAL 40110 CURRENT PROPERTY TAX 40120 TRUSTEE'S COLLECTIONS - PYR 40140 INTEREST & PENALTY 40161 PMTS IN LIEU OF TAXES - T.V.A 40162 PMTS IN LIEU OF TAXES - UTILIT 40163 PMTS IN LIEU OF TAXES - OTHER 40220 HOTEL/MOTEL TAX 40250 LITIGATION TAX - GENERAL 40260 LITIGATION TAX - SPECIAL PURPOS 40270 BUSINESS TAX 40320 BANK EXCISE TAX 40320 BANK EXCISE TAX 40330 WHOLESALE BEER TAX 40350 INTERSTATE TELECOMMUNICATIONS 41120 ANIMAL REGISTRATION 41130 ANIMAL VACCINATION 41130 ANIMAL VACCINATION 41140 CABLE TV FRANCHISE 41520 BUILDING PERMITS 41540 PLUMBING PERMITS 41590 OTHER PERMITS 42120 OFFICERS COSTS 42141 DRUG COURT FEES 42150 JAIL FEES CIRCUIT COURT 42190 DATA ENTRY FEES -CIRCUIT COUR 42191 COURTROOM SECURITY - CIRCUIT 42192 CIRCUIT COURT VICTIMS ASSESS 42310 FINES 42310 FINES 42310 GAME & FISH FINES 42320 OFFICERS COSTS 42341 DRUG COURT FEES 42350 JAIL FEES GENERAL SESSIONS 42360 DUI TREATMENT FINES 42390 DATA ENTRY FEE GENERAL SESSIONS 42360 DUI TREATMENT FINES 42390 DATA ENTRY FEES GENERAL SESSIONS 42390 DATA ENTRY FEE GENERAL SESSIONS 42390 DATA ENTRY FEE GENERAL SESSIONS 42400 FINES 42400 OFFICERS COSTS 42400 DATA ENTRY FEE GENERAL SESSIONS 42400 FINES 42400 FINES 42400 FINES 42400 FINES 42400 FINES 42400 OFFICERS COSTS 42400 DATA ENTRY FEE JUVENILE COURT 42491 COURTROOM SECURITY JUVENILE	$\begin{array}{c} -30, 132, 000 \\ -900, 000 \\ -200, 000 \\ -200, 000 \\ -763 \\ -925, 000 \\ -1, 212, 327 \\ -1, 200, 000 \\ -413, 000 \\ -65, 000 \\ -1, 000, 000 \\ -115, 000 \\ -22, 600 \\ -22, 800 \\ -4, 000 \\ -200, 000 \\ -350, 000 \\ -350, 000 \\ -350, 000 \\ -350, 000 \\ -32, 000 \\ -4, 000 \\ -26, 000 \\ -11, 300 \\ -26, 000 \\ -11, 300 \\ -9600 \\ -9000 \\ -9600 \\ -90$		$\begin{array}{c} -30, 132, 000 \\ -900, 000 \\ -200, 000 \\ -200, 000 \\ -763 \\ -925, 000 \\ -1, 212, 327 \\ -1, 200, 000 \\ -413, 000 \\ -65, 000 \\ -11, 000, 000 \\ -115, 000 \\ -22, 800 \\ -420, 000 \\ -22, 800 \\ -20, 000 \\ -350, 000 \\ -350, 000 \\ -350, 000 \\ -11, 500 \\ -350, 000 \\ -11, 500 \\ -32, 000 \\ -11, 500 \\ -32, 000 \\ -11, 300 \\ -9, 600 \end{array}$	-29, 193, 492.28 -938, 777.72 -274, 230.94 -762.74 -1, 063, 827.70 -517, 004.82 -1, 413, 970.55 -387, 284.08 -71, 423.70 -1, 067, 607.64 -69, 750.52 -420, 505.46 -3, 676.51 -32, 560.00 -5, 247.00 -183, 665.80 -355, 726.15 -14, 200.00 -93, 026.80 -16, 010.54 -23, 628.63 -3, 366.25 -27, 988.52 -9, 291.64 -86, 66, 87	$\begin{array}{c} -938, 507.72\\ 38,777.72\\ 74,230.94\\26\\ 138,827.70\\ -695,322.18\\ 213,970.55\\ -25,715.92\\ 6,423.70\\ 67,607.64\\ -45,249.48\\ 505.46\\ 1,076.51\\ 9,760.00\\ 1,247.00\\ -16,334.20\\ 5,726.15\\ 4,200.00\\ 36,026.80\\ 4,510.54\\ -8,371.37\\ -633.75\\ 1,988.52\\ -2,008.36\\ -95.13\end{array}$	96.9 104.3 137.1 105.0 42.6 93.8 105.6 93.8 107.8 109.8 100.1 141.4 142.0 141.4 142.0 141.4 142.0 142.6 141.4 142.0 142.6 141.4 142.0 142.6
42191 COURTROOM SECURITY - CIRCUIT 42192 CIRCUIT COURT VICTIMS ASSESS 42310 FINES 42311 FINES - LITTERING 42320 OFFICERS COSTS 42330 GAME & FISH FINES 42341 DRUG COURT FEES 42350 JAIL FEES GENERAL SESSIONS 42380 DUI TREATMENT FINES 42390 DATA ENTRY FEE-GENERAL SESS 42392 GEN SESSIONS VICTIM ASSESSMNT 42410 FINES 42420 OFFICERS COSTS 42420 JAIL FEES 42490 DATA ENTRY FEE-JUVENILE COURT 42491 COURTROOM SECURITY JUVENILE	$\begin{array}{r} -9,600\\ -6,100\\ -134,000\\ -600\\ -183,000\\ -1,000\\ -15,000\\ -220,000\\ -30,000\\ -30,000\\ -30,000\\ -48,000\\ -69,250\\ -2,750\\ -2,750\\ -2,000\\ -32,000\\ -6,425\\ 0\end{array}$		$\begin{array}{r} -9,600\\ -6,100\\ -34,000\\ -134,000\\ -183,000\\ -1,000\\ -15,000\\ -220,000\\ -220,000\\ -30,000\\ -48,000\\ -69,250\\ -2,750\\ -2,000\\ -32,000\\ -32,000\\ -6,425\\ 0\end{array}$	$\begin{array}{r} -8,646.87\\ -5,819.21\\ -119,530.04\\ -1,092.50\\ -191,478.18\\ -477.40\\ -33,199.03\\ -309,575.05\\ -28,343.37\\ -47,802.97\\ -72,063.90\\ -962.35\\ -1,206.85\\ -50,710.43\\ -6,599.25\\ -3.80\end{array}$	-953.13 -280.79 -14,469.96 492.50 8,478.18 -522.60 18,199.03 89,575.03 -1,656.63 -197.03 2,813.90 -1,787.65 -793.15 18,710.43 174.25 3.80	90.1% 95.4% 89.2% 182.6% 47.7% 221.3% 140.7% 99.6% 104.1% 35.0% 158.6% 102.7% 102.7%

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#### MONTGOMERY COUNTY GOVERNMENT, TN YEAR-TO-DATE BUDGET REPORT



PG 3 glytdbud

#### FOR 2014 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS			REMAINING REVENUE	PCT COLL
46851 STATE REVENUE SHARING - T.V.A 46880 BOARD OF JURORS 46890 PRISONER TRANSPORTATION 46915 CONTRACTED PRISONER BOARDING 46960 REGISTRAR'S SALARY SUPPLEMENT 46980 OTHER STATE GRANTS 46990 OTHER STATE REVENUES 47235 HOMELAND SECURITY GRANTS 47590 OTHER FEDERAL THROUGH STATE 47700 ASSET FORFEITURE FUNDS 47990 OTHER DIRECT FEDERAL REVENUE 48110 PRISONER BOARD 48130 CONTRIBUTIONS 48610 DONATIONS 49700 INSURANCE RECOVERY 49800 OPERATING TRANSFERS	-5,000 -22,000	0 0 0 -374,282 -79,510 -445,883 -538,303 0 -54,673 0 -54,673 0 -17,104 -20,859 -270,018	$\begin{array}{r} -22,000\\ -1,580,000\\ -15,164\\ -3,168,102\\ -90,310\\ -445,883\\ -549,303\\ -7,000\\ -61,873\\ 0\\ -178,983\\ -96,064\\ -20,859\end{array}$	-1,595,110.68 00 -18,575.28 -1,457,430.00 -15,164.00 -2,095,229.42 -104,402.45 -69,350.00 -339,687.49 00 -53,841.61 -52.22 -131,425.00 -102,959.04 -27,114.58 -330,000.00	-1,072,872.58 14,092.45 -376,533.00 -209,615.91 -7,000.00 -8,031.39	106.3% .0% 84.4% 92.2% 100.0% 66.1% 115.6% 15.6% 61.8% .0% 87.0% 100.0% 73.4% 107.2% 130.0% 46.3%
			-63,379,129	-60,141,353.15		94.9%
TOTAL REVENUES	-61,058,486	-2,320,643	-63,379,129	-60,141,353.15	-3,237,776.25	
40110 CURRENT PROPERTY TAX 40120 TRUSTEE'S COLLECTIONS - PYR 40140 INTEREST & PENALTY 40270 BUSINESS TAX 40280 MINERAL SEVERANCE TAX 40320 BANK EXCISE TAX 43380 VENDING MACHINE COLLECTIONS 44135 SALE OF GASOLINE 44170 MISCELLANEOUS REFUNDS 46420 STATE AID PROGRAM 46920 GASOLINE & MOTOR FUEL TAX 46930 PETROLEUM SPECIAL TAX 48120 PAVING & MAINTENANCE 49700 INSURANCE RECOVERY	$\begin{array}{r} -3,888,000\\ -108,000\\ -25,000\\ -100,000\\ -238,800\\ -8,500\\ -100\\ -60,660\\ -30,000\\ -488,083\\ -2,815,460\\ -124,345\\ -50,000\\ 0\end{array}$		$\begin{array}{r} -108,000\\ -25,000\\ -100,000\\ -238,800\\ -8,500\\ -100\\ -60,660\\ -30,000\\ -488,083\\ -2,815,460\\ -124,345\\ -50,000\\ 0\end{array}$	-24,587.47 -6,243.34		96.6% 123.8% 141.5% 92.0% 105.9% 62.0% 79.8% 36.3% 91.8% 91.7% 91.8% 91.7% 49.2% 100.0%
IOTAL GENERAL ROADS	-7,936,948	0			-605,733.53	92.4%
TOTAL REVENUES	-7,936,948	0	-7,936,948	-7,331,214.47	-605,733.53	

151 DEBT SERVICE

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PG 5 glytdbud

MONTGOMERY COUNTY GOVERNMENT, TN YEAR-TO-DATE BUDGET REPORT

07/09/2014 08:10 mlopez

FOR 2014 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL WORKER'S COMPENSATION	0	0	0	-45.00	45.00	
TOTAL REVENUES	0	0	-		45.00	100.0%
·······	_	· ·	0	-45.00	45.00	
GRAND TOTAL -	-126,309,825 -	63,471,340-1	89,781,165-18	80,816,642.52	-8,964,522.71	95.3%

\*\* END OF REPORT - Generated by Mariel Lopez-Gonzalez \*\*

#### 2014 COUNTY ROAD LIST

## APRIL 1, 2014 THRU JUNE 30, 2014

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Barney Lane	Hot Mix	.43	7/7/2014	Overlay with hot mix.
Barney Lane	Hot Mix	.43	7/7/2014	Change .39 mi. Rd Width from 20 ft. to 24 ft.
Brandi Phillips Drive	Hot Mix	.19	7/7/2014	Overlay with hot mix.
Foxland Drive	Hot Mix	.07	7/7/2014	Overlay with hot mix.
Foxland Drive	Hot Mix	.07	7/7/2014	Change Rd width from 20 ft. to 24 ft.
Hot Shot Dr.	Hot Mix	.37	7/7/2014	Overlay with hot mix.
Joey Drive	Hot Mix	.21	7/7/2014	Overlay with hot mix.
Joey Drive	Hot Mix	.21	7/7/2014	Correction on Rd. Width/ Change 28 ft to 22 ft.
Merrit Lewis Lane	Hot Mix	1.42	7/7/2014	Overlay with hot mix.
Roscoe Drive	Hot Mix	.27	7/7/2014	Overlay with hot mix.
Roscoe Drive	Hot Mix	.27	7/7/2014	Change 12 mi. Rd Width from 20 ft. to 24 ft.
Rowdy Trail	Hot Mix	.13	7/7/2014	Overlay with hot mix.
Selph Lane	Hot Mix	.04	7/7/2014	Overlay with hot mix.
Smokey Court	Hot Mix	.03	7/7/2014	Overlay with hot mix.
Smokey Court	Hot Mix	.03	7/7/2014	Rd Width changed from 20 ft. to 24 ft.
S. Roscoe Drive	Hot Mix	.09	7/7/2014	Overlay with hot mix.
Toler Court	Hot Mix	.26	7/7/2014	Overlay with hot mix.

Zone 1

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#### 2014 COUNTY ROAD LIST

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ZONE 1

## APRIL 1, 2014 THRU JUNE 30, 2014

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Toler Road	Hot Mix	.38	7/7/2014	Overlay with hot mix.
Tolerville Ridge Road	Hot Mix	.18	7/7/2014	Overlay with hot mix.
Trey Phillips Drive	Hot Mix	.28	7/7/2014	Overlay with hot mix.

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#### 2014 COUNTY ROAD LIST

APRIL 1, 2014 THRU JUNE 30, 2014

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Coke Road	Hot Mix	.66	7/7/2014	Overlay with hot mix.
Sandi's Lane	Oiled	.13	7/7/2014	New Road

ZONE 2

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#### 2014 COUNTY ROAD LIST

APRIL 1, 2014 THRU JUNE 30, 2014

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Bryan Rd.	Hot Mix	1.10	7/7/2014	Overlay with hot mix.
Bryan Rd.	Hot Mix	1.10	7/7/2014	Correction of Rd Width/ Change 20 ft to 22 ft.
Excell Road	Hot Mix	1.25	7/7/2014	Overlay with hot mix.
Excell Road	Hot Mix	1.25	7/7/2014	Rd Width changed from 19 ft. to 23 ft.
Renee Ct.	Hot Mix	.23	7/7/2014	Overlay with hot mix.

ZONE 4

RESPECTFULLY SUBMITTED,

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Mike FROSE, HIGHWAY SUPERVISOR

Ed Groves, COMMISSIONER

VILLE LEWIS, COMMISSIONER

<u> М- М- 2014</u> DATE

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Highway Department 2014 County Road List April 1, 2014 – June 30, 2014

On Motion to Adopt by Commissioner Brockman, seconded by

Commissioner Bryant, the foregoing Highway Department 2014 County

Road List (April-June) was Approved by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y
John M. Gannon	Y	Robert Nichols	Y		
John M. Genis	Y	Keith Politi	Y		

Ayes -19 Abstentions -0 Noes -0

ABSENT: Jerry Allbert and Mark Banasiak (2)

	···-	<u>_</u>	ONTGOMERY COUNTY TRUSTER	E'S OFFICE				
			VESTMENTS MAY 2014 INTERES	ST REPORT				
· · · · · · · · · · · · · · · · · · ·	1				· · · · ·			
FUND NAME	FUND	ACCOUNT	C BANK NAME	INVESTMENT	ACCRUED	INTEREST	TOTAL INVESTED	INVESTMENT INFORMATION
	CODE	NUMBER.			INTEREST			
COUNTY GENERAL FUND	101		OF & M BANK/TAX RECEIPTS	\$ 4,679,662.93	\$ 1,730.83		\$ 4,681,393.3	76
COUNTY GENERAL FUND	101	11130-006	1 PLANTERS BANK/TAX RECEIPTS	\$ 2,509,540,39			\$ 2,510,054.0	36
COUNTY GENERAL FUND	101	11130-007	1 US BANK/TAX RECEIPTS	\$ 1,652,047.10	\$ 69.93	1	\$ 1,652,117.0	03
COUNTY GENERAL FUND	101	11130-008	3 CUMB. BK. & TRUST/TAX RECEIPTS	\$ 999,880.87	\$ 637.44	1	\$ 1,000,518.3	31
ANIMAL CONTROL/EMS	101	11130-022	1 PLANTERS BANK-OTHER CNTY GOVT	\$ 165,327.69	\$ 1.31		\$ 165,329.0	0
COUNTY GENERAL FUND	101	11300-001	1 PLANTERS BANK MMA	\$ 5,089,486.21	\$ 1,045.89		\$ 5,090,532	10
2011 G.O. SCHOOL & PUBLIC IMP. BD.	151	11300-001	1 PLANTERS BANK MMA	\$ 5,074,037.67	\$ 1,042.71		\$ 5,075,080.3	38
COUNTY GENERAL FUND	101	11300-002	1 PLANTERS BANK CD	\$ 5,183,792.20	\$ 3,966.87		\$ 5,187,759.0	71
UNEMPLOYMENT TRUST FUND	101	11300-003	O BANK OF AMERICA	\$ 113,081.88	\$ 19.21		\$ 113,101.0	99
BI-COUNTY LANDFILL	207	11300-004	2 LEGENDS BANK Business Reserve Mone	\$ 3,059,928.38	\$ 1,835.30	Ī	\$ 3,061,763.0	38
COUNTY GENERAL FUND	101	11300-005	1 PLANTERS BANK CDARS	\$ 5,016,327.58	\$ 794.48		\$ 5,017,122.0	06 CDARS purchase 5/16/13
COUNTY OPERATING ACCOUNT	ALL	11300-006	1 PLANTERS BANK	\$ 25,301,063.42	\$ 9,074.70		\$ 25,310,138.	12
WORKMAN'S COMPENSATION	101	11300-007	0 BANK OF AMERICA	\$ 820,686.28	\$ 139.35		\$ 820,825.0	33
CAPITAL PROJECTS	171	11300-008	0 BANK OF AMERICA	\$ 778,039.40			\$ 778,039.4	10
DEBT SERVICE FUND	151	11300-008	0 BANK OF AMERICA	\$ 3,400,316.41	\$ 709.74		\$ 3,401,026.	15
COUNTY GENERAL FUND	101	11300-011	1 STEPHENS INC.	\$ 4,012,720.61	\$ 1,155.18		\$ 4,013,875.	79 ACCOUNT REOPENED 5/22/13
GEN. OBLIG. 2006 BOND PROCEEDS	151	11300-013	3 BANK OF AMERICA	\$ 504,560.31	\$ 85.71		\$ 504,646.0	)2
COUNTY GENERAL FUND	101	11300-014	1 PLANTERS BANK	\$ 14,059,908.73	\$ 2,889.31		\$ 14,062,798.0	)4
2011 G.O. SCHOOL & PUBLIC IMP. BD.	151	11300-014	1 PLANTERS BANK	\$ 5,051,017.92	\$ 1,037.99		\$ 5,052,055.5	91
COUNTY INVESTEMENT ACCOUNT	ALL	11300-015	4 BANK OF AMERICA MMA	\$ 45,874,112.31	\$ 11,324.00		\$ 45,885,436.3	31
COUNTY GENERAL FUND	101	11300-016	MMORGAN KEEGAN/CAPSTAR CDARS	\$ 26,039,051.07	\$ 3,704.30		\$ 26,042,755.	May, 2014 Interest posted in June from Morgan Keegan
DRUG TASK FORCE	363	11300-017	0 BANK OF AMERICA	\$ 22,831.70	\$ 3.88		\$ 22,835.	58
DEBT SERVICE FUND	151	11300-018	0 BANK OF AMERICA	\$ 210,815.91	\$ 35.81		\$ 210,851	/2
COUNTY GENERAL FUND	101	11300-019	2 LGIP	\$ 46,411.19	\$ 2.76		\$ 46,413.1	
E-911	204	11300-021	0 BANK OF AMERICA	\$ 420,525.37	\$ 71.43		\$ 420,596.4	
CAPITAL PROJECTS	171	11300-024	and the second sec	\$ 2,573,470.22	\$ 437.13		\$ 2,573,907.3	
			TOTALS	\$ 162,658,643.75	\$ 42,328.93	\$ -	\$ 162,700,972.0	58
			TOTAL INTEREST REVENUE			\$ 42,328.93		
					Brenda E. Radfor	rd, Montgomery (	County Trustee	11/2010 BofA New Banking Services Agreement Began. 11131 now non-interest bearing account. 11
						6/14/2014		
			A second					
			C. C. Starting and C. S. Starting and C. S.					

## Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

	-	•		•	•			
FY 2007-2008 Totals	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
FY 2008-2009 Totals	\$	11,282,434.89	\$	31,923,859.91	\$	2 <b>,964</b> ,819.92	\$	46,171,114.72
FY 2009-2010 Totals	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
FY 2010-2011 Totals	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
FY 2011-2012 Totals	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
FY 2012-2013 Totals	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
FY 2013-2014 by Mont	City o	f Clarksville	Sch	nool Operations	Scł	nool Debt Service	Tot	al Monthly Sales Tax
July	\$	1,128,526.76	\$	3,186,248.02	\$	295,818.76	\$	4,610,593.54
August	\$	1,158,826.10	\$	3,278,719.67	\$	304,497.25	\$	4,742,043.02
September	\$	1,081,965.50	\$	3,054,229.62	\$	283,554.35	\$	4,419,749.47
October	\$	1,094,299.74	\$	3,085,892.79	\$	286,451.48	\$	4,466,644.01
November	\$	1,125,427.98	\$	3,191,954.37	\$	296,543.08	\$	4,613,925.43
December	\$	1,113,581.87	\$	3,134,085.58	\$	290,841.72	\$	4,538,509.17
January	\$	1,159,895.48	\$	3,223,238.98	\$	298,558.96	\$	4,681,693.42
February	\$	1,463,594.31	\$	4,086,264.29	\$	378,759.24	\$	5,928,617.84
March	\$	991,543.69	\$	2,793,172.88	\$	259,239.66	\$	4,043,956.23
April	\$	1,127,796.98	\$	3,159,481.76	\$	293,001.20	\$	4,580,279.94
May	\$	1,206,203.65	\$	3,410,690.21	\$	316,725.56	\$	4,933,619.42
June	\$	1,162,403.78	\$	3,258,296.48	\$	302,190.29	\$	4,722,890.55
TOTALS	\$	13,814,065.84	\$	38,862,274.65	\$	3,606,181.55	\$	56,282,522.04

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 12, 2014

	····-							ECTIONS COMPAR									<u>+</u>
<u> </u>	2007-200	08	2008	3-2009	20	009-2010	T	2010-2011		2011-2012	r—	2012-2013	T	2013-2014	2014-2015	2015-2016	2016-201
July		525.57		807,908.75		3,944,322.43	\$	3,973,449.15	\$	4,368,524.95	5	4,969,328.68	\$	4,610,593.54	2014-2013	2013-2010	2010-201
August		062.83		969,101.90		4,155,944.24	_	4,485,348.58		4,365,279.31		4,770,982.11	-	4,742,043.02			
September		338.74		591,425.40	+ · ·	3,765,577.37		4,044,918.09		4,687,426.40	_	4,458,831.11	+	4,419,749.47			
October (August Coll.)		108.63		666,073.38	<u> </u>	3,836,157.44		3,971,998.55		5,337,736.53		4,615,095.98	+	4,466,644.01			
November		630.43		614,756.11		3,824,985.82		3,943,598.18	-	5,120,107.11	-	4,634,486.72		4,613,925.43			
December		063.68		479,758.37	+	3,746,233.68	4	3,865,625.08	-	4,668,853.03			+	4,538,509.17			
January		928.31		911,901.46		3,918,328.61	<u> </u>	3,978,924.86		4,936,179.84		4,575,580.98	s s	4,681,693.42			<u> </u>
February		942.94		984,794.05		5,220,113.70	<u> </u>	5,316,606.81		6,261,020.97		5,624,805.48	\$	5,928,617.84			
March		580.40		529,385.22	-	3,579,055.71		3,519,094.43		4,247,079.33		3,885,858.93	1 s	4,043,956.23			
April		393.11	_	738,282.75		3,801,787.78		3,944,756.92		4,803,176.86			<u> </u>	4,580,279.94			
Мау	\$ 3,814,4			044,427.55		4,305,544.93		4,527,749.91		5,310,119.72	+	4,751,487.50	\$	4,933,619.42			
June		326.22		833,299.78		4,050,116.50		4,365,430.36		4,774,273.97		4,546,342.21	\$	4,722,890.55			
TOTAL	\$ 45,231,0		_	171,114.72		48,148,168.21	+	49,937,500.92		58,879,778.02	<u> </u>	55,450,626.84	s.	56,282,522.04	\$-	\$-	s -
Increase/Decrease			\$940,1		s	1,977,053.49	-	1,789,332.71	s	8,942,277.10	Ť	00,100,020.01	Ť	00,202,022.04	÷	\$ -	s -
			· · · · · · ·				Ė		È						-	÷	
MONTH	2017-2018		2018-2019		2019-202	20	202	20-2021	2021	-2022	202	2-2023	202	23-2024	2024-2025	2025-2026	2026-2027
July																	
August	· · · · · · · · · · · · · · · · · · ·																
September																	
October																	
November																	
December																	
January																	
February																	
March																	
April					<u> </u>												
May	_					<u> </u>											
June																	
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$-	\$-
ncrease/Decrease	\$	-	\$		\$		\$		\$	-	\$	-	\$	-	\$-	\$-	\$-
Brenda E. Radford, Mo	ntgomery Cou	nty Tru	istee, Jui	ne 12, 20 <sup>-</sup>	14						Eve	nts that mark Notable	e Cha	inge in Clarksville/Mo	ontgomery Coun	ty Sales Tax Re	evenue
											FISC	CAL YEAR	EV	ENT			
Dec., 2007-The Worst Recess		•	Ũ								2007	-2008	Pres	idential Election/Hou	sing Crisis/Bank	ing/Stock Mark	et/Interest Ra
lune, 2009-Official Ending of t											2007	-2008	Оре	ration Enduring Free	dom		
October, 2010-"This is the Slo				-										ut of Fannie & Fredd			ught by BofA,
irst Quarter, 2011-4/4&13/1																	
t is no coincidence that bank e													e clo	se to compensating	nvestors with the	eir current low i	nterest rate o
VSJ-"Great Symbolic Blow"																	
	MES Matthew Bish	op "The	latest green	n shoots of n	ecoverv in	the Unites State	s alre	adv show signs of tur	nina bi	own " Paul Kruoma	an "Wi	thout a radical chance	ie in	economic policy in be	th the Unites St	ates and Euron	ė.
an. 2013-THE NEW YORK T	Sie o matthon plot				,					enni i daridognie		anour a rabibar priarig	,,	edenienne peneg in et		ateo and Earop	-,

October 14, 2013, Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800million manufacturing facility in Clarksville/Montgomery County

		1000		2000	•	<u>2001</u>	2002		2002	-	2004	-	2005		2006		2007		2008
MONTH	•	<u>1999</u>		2000	•	2001	2002		<u>2003</u>		2004		2005		2000	•	2007		2000
JANUARY	\$	27,098.84	\$	30,533.18	\$	48,458.76	\$50,828.98	\$	65,230.13	\$	72,800.02	\$	78,874.92	\$	63,103.00	\$	73,675.57	\$	80,603.0
FEBRUARY	\$	29,909.16	\$	30,389.03	\$	47,751.41	\$53,770.38	\$	68,380.09	\$	91,527.44	\$	67,626.09	\$	63,689.44	\$	71,126.97	\$	78,321.8
MARCH	\$	31,464.65	\$	32,987.23	\$	56,924.49	\$54,806.34	\$	93,121.20	\$	103,994.62	\$	70,053.21	\$	65,063.08	\$	78,796.55	\$	83,799.1
APRIL	\$	36,921.57	\$	39,278.27	\$	64,682.11	\$75,899.40	\$	94,829.04	\$	92,468.13	\$	102,342.68	\$	99,137.03	\$	112,761.36	\$	122,941.3
MAY	\$	45,431.12	\$	40,659.75	\$	67,111.76	\$71,882.71	\$	91,093.92	\$	96,224.80	\$	90,741.56	\$	85,506.62	\$	103,205.69	\$	90,117.4
JUNE	\$	41,300.90	\$	40,705.58	\$	67,033.52	\$78,332.61	\$	84,186.25	\$	91,007.71	\$	100,085.45	\$	89,668.92	\$	135,081.86	\$	106,604.4
JULY	\$	43,822.68	\$	43,848.22	\$	71,259.56	\$88,829.01	\$	88,224.67	\$	90,974.37	\$	110,606.98	\$	94,808.25	\$	136,085.79	\$	95,500.9
AUGUST	\$	51,914.05	\$	82,607.67		80,724.48	\$103,831.95	\$	111,787.39	\$	114,839.93	\$	126,860.91	\$	99,007.81	\$	128,691.23	\$	106,602.5
SEPTEMBER	\$	45,085.51	\$	77,573.12	\$	75,928.35	\$71,760.72	\$	89,163.84	\$	88,227.22	\$	103,528.65	\$	93,998.21	\$	122,277.00	\$	94,452.4
OCTOBER	\$	62,586.96	\$	78,223.81	\$	64,421.97	\$67,912.08	\$	71,058.32	\$	85,219.87	\$	103,329.13	\$	120,964.50	\$	115,299.73	\$	83,620.6
NOVEMBER	\$	42,478.02	\$	67,894.53	\$	70,109.29	\$68,664.15	\$	77,700.65	\$	90,975.56	\$	93,726.35		95,136.90	\$	132,492.92	\$	100,329.5
DECEMBER	\$	37,644.94	\$	54,665.88	\$	64,491.24	\$65,970.79	\$	71,088.08	\$	87,086.86	\$	88,085.13	\$	93,788.01	\$	89,362.16	\$	116,462.4
YEARLY TOTAL	\$	495,658.40	\$	619,366.27	\$	778,896.94	\$852,489.12	\$	1,005,863.58	\$1	,105,346.53	\$	1,135,861.06	\$	1,063,871.77	\$	1,298,856.83	\$1	,159,355.8
		2009		<u>2010</u>		<u>2011</u>	<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>		<u>2017</u>		<u>2018</u>
JANUARY	\$	87,058.36	\$	98,797.30	\$	93,568.93	\$ 122,959.56	\$	101,963.52	\$	106,908.64								
EBRUARY	\$	103,484.37	\$	122,425.01	\$	98,617.91	\$ 130,592.70	\$	84,950.58		111,395.05								
MARCH	\$	106,133.80	\$	97,223.36	\$	123,655.30	\$ 130,540.42	\$	89,897.89	\$	107,789.42								
PRIL	\$	131,183.50	\$	147,129.46	\$	1 <b>41</b> ,216.66	\$ 166,930.70	\$	127,011.20	\$	172,086.66								
<i>I</i> AY	\$	124,347.50	\$	140,099.75	\$	148,155.80	\$ 145,100.30	\$	114,744.33	\$	137,305.59								
UNE	\$	128,926.73	\$	156,904.04	\$	165,434.81	\$ 156,556.28	\$	149,278.38										
IULY	\$	138,948.38	\$	155,002.42	\$	166,721.40	\$ 142,543.24	\$	139,764.87										
UGUST	\$	138,546.34	\$	159,398.89	\$	189,029.54	\$ 144,944.86	\$	138,508.95										
SEPTEMBER	\$	110,943.01	\$	139,077.22	\$	183,172.65	\$ 137,762.39	\$	123,496.85										
OCTOBER	\$	103,998.14	\$	106,852.14	\$	150,626.03	\$ 136,406.87	\$	118,284.80		Amer	ndeo	d February, 2	2014	4 to \$111,39	5.0	5 because Ho	me	town
IOVEMBER	\$	117,095.86		111,906.42		169,407.63	\$ 139,934.80	-	133,540.36				id on Februa						
DECEMBER	\$	107,900.37	\$	110,667.80	\$	151,081.34	\$ 112,969.35	\$	124,889.36										
YEARLY TOTAL	¢	1 398 566 36	\$1	545 483 81	•	1 780 688 00	\$1,667,241.47	\$	1,446,331.09	ŝ	635,485.36	¢	_	\$	_	\$		\$	

	A	<u> </u>	в	<u>т</u>	c	D	Т	RUSTEE	CURRENT	YEAR TAK			RISM	N REPORT 1997-2	2020 PA	GEI 2		·		к		L	1	М
1	MONTH/YEAR/TYPE		2009 REAL/PP*	╋	2009 PU*	2010 REA		1	10 PU	2011 RE.		2011 PU	Ť	2012 REAL/PP		2012 PU		2013 REAL/PP		2013 PU	2014 R	EAL/PP		4 PU
2	TAX AGGREGATE	\$	85,582,737.00	5	2,144,663.00	\$85,609,8			2,200,393.00		575,228,00	\$ 2,409,43	0.00	\$ 100,803,506.00		2,395,766.00	\$	101,983,739.00	\$	2,405,758,00				
3	September	\$	268,032,44	Ť			40,060.85		····		43,903.87			\$ 373,989.98	1		\$	487,778.45						,
4	October .08 CITY.CHG.DELC	\$	1,515,896.20				81,911.58				30,648.43			\$ 928,144.02			5	820,552.38						
5	November	\$	3,346,449.55	┢			55,116.25				600,508.13			\$ 4,948,175.21			ŝ	7,398,656.65						. <u></u>
6	December .07-Recession Began	\$	36,522,841.91	+			06,329.22				76,367.08			\$ 44,763,151.68			5	44,259,356.03						,
7	COLLECTION AMT.	\$	41,653,220,10	5	-		83,417.90	s	-		51,427.51	5		\$ 51,013,460.89			5	52,966,343.51	s		5		s	<u>.</u>
8	COLLECTION %		48.67%	Ť		51.73% Ass				51.54% Ass		-	-	pending	+	ending	52.	14%Assessor Adj.	-				-	
9	January	\$	3,437,138.31	\$	42,484.00		97,043.35	\$	670,441.00			\$ 26,98	5.00	\$ 5,977,809.01	"		\$.	5,905,910.11						
10	February	\$		+	2,028,495.00		98,224.47		,482,770.00		51,496.81	\$ 2,218,93		\$ 30,717,601.53	s	2,297,137.00	s	34,055,402.58	\$	2,246,478.00				
11		\$					78,685.72		,153,211.00			\$ 2,245,92		\$ 87,708,871.43	+	2,297,137.00	s	92,927,656.20	\$	2,246,478.00	•		5	
12	COLLECTION %		88,98%	Ť.		92.11% Asse			.86%	91.97		85.73%		pending	+	bending	<u> </u>	pending	÷	pending	<u> </u>			
13	March	\$	1,867,893.86	s			96,127.39	\$	19,391.42			\$ 121,56	4 79	· · ·		71,601.00	s	2,782,389.45	\$	154,752.00				
14	April	\$	657,885.02	<u> </u>			87,787.51	\$	3,090.58		24,135.38	\$ 7,56		\$ 908,665.94	· · · · · · · · · · · · · · · · · · ·	174.00	\$	840,403.52		1,038.00				
15		\$	880,575.87	ŕ			29,178.09		-,-,0,00		10,458.67	\$ 16,05		\$ 540,844.48	Ť	171.00	\$	785,268.25	۴.				· ·· · ···	. <u> </u>
16	June	\$	563,371.65				81,954.87				01,756.53	\$ 10,05 \$ 10,79		\$ 219,309.00			<b>–</b>	100,200.20						
47	July	\$	311,831.36		1		78,158.82	s	18,366.00		76,764.66			\$ 513,475.61										
18	August	s	351,433.01				7,314.17	9	10,500,00			\$ 18	5.00		-						-			
19	COLLECTION AMT.	\$	80.783,792157		2,127,245.00		9,206.57	\$ 2	,194,059.00	and the second	99,300,29	\$ 2,402,09		\$ 94,835,465.31	5	2,368,912.00		97,335,717,42	ŝ	2,492,268.00	•		s	
20	COLLECTION %	<del>7</del> 96.	.18% Assessor adj.		99.1878%	97.26%Ass			ssessor adj,	96.88%Ass		99.70%	6. A 46	96.125%Assessor adj.	00.0469	Assessor Adj.	ALC:	%	1.023	%	3	· *•	•	**
21					77.107076			77.34 /0/	issessor auj,	70.00 /#ASS	cssor auj,	37.7076		90.125%Assessor auj.	99.0467	oAssessor Auj.		70		70		7e		<u></u>
22	MONTH/YEAR/TYPE		2015 REAL/PP		2015 PU	2016 REA	AL/PP	20	16 PU	2017 REA	AL/PP	2017 PU		2018 REAL/PP		2018 PU		2019 REAL/PP		2019 PU	2020 R	EAL/PP	202	10 PU
23	TAX AGGREGATE												ľ		1									
24	September						-				I							······································						
25	October 108 CTTY.CHG DELQ.DATE																							
26	November																				*****			
27	December .07-Recession Began																							
28	COLLECTION AMT.	\$		\$		\$	-	\$	-												s	-	s	-
29	COLLECTION %			-																				
30	lanuary										<b>_</b>				r. <u> </u>									
31	February												$\neg \uparrow$		1									
	COLLECTION AMT.	\$		\$		s	-	\$			0	\$	•	s -	† <u>s</u>	-	\$		s	_	\$		s	
33	COLLECTION %														<u> </u>									
34	March		[										†		1									
	April												$\neg$		1									
36	Мау																							
37					1																			
38	uly	_																						
	August																							
	COLLECTION AMT.	\$		\$		\$		\$	-		0	\$	- :	s -	5	-	5		\$	-	\$	-	\$	
	COLLECTION %		%		%	%			%	%		%		%		%		*•		%		%		%
1	Respectfully submitted: Brenda E.													Amount and Total % is not								oppraisal Y		
	The Tax Aggregate is the beginning	; Tax Y	ear Tax Aggregate. U	Jnless	s otherwise noted, th	ne Tax Aggregat	e number do	ocs not refle	ct any changes (	to the Tax Aggre	egate due to A	Assessor's Office or	N. Div	of Property Assessments f	for Assessme	ent Appeals, Decrea	ases, l	Increases, Rollbacks, B	Back A	ssessments/Re-Ass	sessments, F	rorations and	Splits	
44	nd Personal Property Audits.																							

#### **NOMINATING COMMITTEE**

#### JULY 14, 2014

#### HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD 6-yr term

Jeff Turner nominated to fill the unexpired term of Tim Hall; term to expire June, 2019.

#### **INDUSTRIAL DEVELOPMENT BOARD**

Jeff Turner nominated to fill the unexpired term of Tim Hall; term to expire June, 2019.

#### LEGISLATIVE LIAISON COMMITTEE

Keith Politi nominated to serve another two-year term to expire July, 2016.

Robert Nichols nominated to serve another two-year term to expire July, 2016.

John Genis to replace Ron Sokol for a two-year term to expire July, 2016.

#### ZONING APPEALS BOARD

Robert Gibbs has been filling an unexpired term and is now eligible to serve his first full fiveyear term to expire July, 2019.

#### 5-yr term staggered

6-yr term

2-yr term

# Nominating Committee

On Motion to Adopt by Commissioner Bryant, no second required, the foregoing Nominations by the Nominating Committee were Approved by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y
John M. Gannon	Y	Robert Nichols	А		
John M. Genis	А	Keith Politi	Α		

Ayes - 16 Abstentions - 3 Noes - 0

ABSENT: Jerry Allbert and Mark Banasiak (2)

## **COUNTY MAYOR NOMINATIONS**

#### <u>JULY 14, 2014</u>

#### **BI-COUNTY SOLID WASTE MANAGEMENT BOARD**

Jay Albertia nominated to serve another six-year term to expire July, 2020.

## EMERGENCY MEDICAL SERVICES

Dalton Harrison nominated to replace John Genis for a three-year term to expire July, 2017.

## FIRE COMMITTEE

Robert Lewis has been filling an unexpired term and is now eligible to serve his first full threeyear term to expire July, 2017.

## JUDICIAL COMMISSIONER

Darlene Sample (Lead Commissioner) nominated to serve another one-year term to expire July, 2015.

Rebecca Adair nominated to serve another one-year term to expire July, 2015.

## LIBRARY BOARD

Lettie Kendall has been filling an unexpired term and is now eligible to serve her first full threeyear term to expire July, 2017.

Jacqueline Crouch has been filling an unexpired term and is now eligible to serve her first full three-year term to expire July, 2017.

Carol Clark is nominated to serve another three-year term to expire July, 2017.

Khandra Smalley is nominated to serve another three-year term to expire July, 2017.

#### 3-yr term

## 15.

1-yr term

# 3-yr term

# 3-yr term

6-yr term

Mayor Nominations

On Motion to Adopt by Commissioner Nichols, seconded by

Commissioner Creek, the foregoing Mayor Nominations were Approved by the following roll call vote:

Ed Baggett	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	А	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	А	Tommy Vallejos	Y
John M. Gannon	Y	Robert Nichols	Y		
John M. Genis	Y	Keith Politi	Y		

Ayes - 17 Abstentions -2 Noes - 0

ABSENT: Jerry Allbert and Mark Banasiak (2)

# COUNTY MAYOR APPOINTMENTS

# JULY 14, 2014

# BUILDING & CODES, INTERNATIONAL BOARD OF APPEALS 5-yr term

The appointment for the replacement of Bruce McGaha has been deferred to August.