

**MINUTES
OF
PUTNAM COUNTY COMMISSION
DECEMBER 15, 2008**

Prepared By:

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

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on December 15, 2008 there was a regular meeting of the Putnam County Board of Commissioners.

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

The Chairman recognized County Clerk Wayne Nabors for the invocation.

The Chairman recognized Commissioner Marson McCormick to lead the Pledge to the Flag of the United States of America.

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

PRESENT

David Randolph	Mike Medley
Larry Epps	Joe Trobaugh
Bob Duncan	Eris Bryant
Jim Martin	Sue Neal
Jerry Ford	Dale Moss
Scott McCanless	Greg Rector
Andy Honeycutt	Kevin Maynard
Marson McCormick	Gene Mullins
Johnnie Wheeler	Jere Mason
Anna Ruth Burroughs	Bill Walker
Reggie Shanks	Mike Atwood
Joel Cowan	Ron Chaffin

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

MOTION RE: APPROVE AGENDA

Commissioner Kevin Maynard moved and Commissioner Gene Mullins seconded to add to the agenda for Fiscal Review as Item K: Request from Board of Education from General Capital Projects Fund to go to replacing tile/carpet at Baxter Elementary and Cane Creek Elementary in the amount of \$165,604.

MOTION RE: APPROVE AGENDA AS AMENDED

Commissioner Jere Mason moved and Commissioner Johnnie Wheeler seconded the motion to approve the agenda as amended for the December 15, 2008 meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

AGENDA

PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

Regular Monthly Session
Monday, December 15, 2008 6:00PM

1. Call to Order - Sheriff David Andrews

2. Invocation
District 4

3. Pledge to the Flag of the United States of America

District 4

4. Roll Call - County Clerk Wayne Nabors

5. Approval of the Agenda

6. Approval of the Minutes of Previous Meeting

7. Unfinished Business and Action Thereon by the Board

A. Report of Standing Committees

1. Planning Committee

2. Fiscal Review Committee

3. Nominating Committee

B. Report of Special Committees

C. Other Unfinished Business

8. New Business and Action Thereon by the Board

1. Planning Committee

a. Recommends approval of the Declaration of Protective Covenants and Restrictive Covenants running with land applicable to the Highland Regional Business Park.

b. Recommends approval of the Property Development & Management Agreement between the City of Cookeville & Putnam County & the Industrial Development Board.

Presiding: Honorable Jim Martin
Commission Chairman

- c. Recommend that the speed limit for Green Meadow Road be set at 30 MPH.
- d. Recommends approval of the inventory list for the Putnam County Highway Department.
- e. Recommends approval to renovate the basement of the Health Department for the Veterans Hall/Archives department. **RIGHT SIDE ONLY.**

2. Fiscal Review Committee

- a. Recommends approval of budget amendments to the County General Fund in the amount of \$6,044.
- b. Consider approval of budget amendment to the General Capital Project Fund in the amount of \$39,000 for design development and construction documents for the addition and renovation of the Putnam County Library.
- c. Recommends approval of budget amendment to the General Capital Project Fund in an amount of \$150,000 for the construction of a fire building in Boma.

- d. Recommends approval of budget amendment to the General Capital Project Fund in an amount of \$150,000 for the construction of a fire building in Boma.
- e. Recommends approval of budget amendment to the General Capital Projects Fund in an amount of \$2,500 for matching funds for the Bridge Construction in Baxter.
- f. Recommends approval of budget amendments to the General Purpose School Fund as presented.
- g. Recommends approval for the Board of Education to use interest earnings on proceeds from insurance on the Jere Whitson Fire to go to the General Purpose School Fund.
- h. Recommends approval for the Board of Education to use interest earnings on the proceeds from the sale of Prescott Central Middle School to go to the General Purpose School Fund.
- i. Recommends approval of a resolution for Tennessee Consolidated Retirement System to authorize and appropriate funds for an actuarial study for prior year service credit.
- j. Recommends approval of the resolution to levy additional Litigation Tax for Putnam County.

3. Nominating Committee

- k. Request - Ad. of Ed. - Capital P.R. - Bd. - \$105,604. ELEM. - T.I.E. / CARPET REPAIRMENT - \$105,604. ELEM. - T.I.E. / CARPET
- l. Recommends approval of the ratification of Kim Blaylock's appointments to the Adult Oriented Entertainment Board as follows:
 Anna Ruth Burroughs
 Andy Honeycutt
 Jim Martin
 David Randolph
 Mike Medley

4 year terms to expire December 2012

B. Report of Special Committees

1. Budget Committee recommends that tipping fees for Algood, Baxter & Monterey be set at \$30 per ton beginning July 1, 2009.
2. Budget Committee recommends that elected officials & department heads preparing their budgets for 2009-2010 under 3 scenarios:
 - Option 1 Total expenditures no more than total budgeted expenses for 2008-2009.
 - Option 2 3% decrease in total expenditures
 - Option 3 5% decrease in total expenditures

C. Resolutions

D. Election of Notaries

E. Other New Business

9. Announcements and Statements

1. Sandy Shepherd with Tennessee Vocational Rehabilitation Center would like to speak briefly to the Commission.

10. Adjourn

The Chairman asked for a voice vote on the motion to approve the agenda as amended for the December 15, 2008 meeting of the Putnam County Board of Commissioners. The motion carried.

MOTION RE: APPROVE MINUTES

Commissioner Bob Duncan moved and Commissioner Johnnie Wheeler seconded to approve the minutes of the November 17, 2008 meeting of the Putnam County Board of Commissioners.

The Chairman asked for a voice vote on the motion to approve the minutes of the November 17, 2008 meeting of the Putnam County Board of Commissioners. The motion carried.

UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE: No unfinished business.

FISCAL REVIEW COMMITTEE: No unfinished business.

NOMINATING COMMITTEE: No unfinished business

REPORT OF SPECIAL COMMITTEES

OTHER UNFINISHED BUSINESS

NEW BUSINESS AND ACTION THEREON BY THE BOARD

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIVE COVENANTS RUNNING WITH LAND APPLICABLE TO THE HIGHLAND REGIONAL BUSINESS PARK

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

(SEE ATTACHED)

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIVE
COVENANTS RUNNING WITH LAND

APPLICABLE

TO

HIGHLANDS REGIONAL BUSINESS PARK
Cookeville, Putnam County, Tennessee

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter referred to as "Covenants") and Restrictive Covenants Applicable to Highlands Regional Business Park (hereinafter referred to as "Restrictions"), executed this ____ day of _____, 2008, by the City of Cookeville, Tennessee and Putnam County, Tennessee (hereinafter jointly referred to as "Developer")

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in the City of Cookeville, in the County of Putnam, State of Tennessee, and more particularly described as Highlands Regional Business Park, a plat of which is of record in Plat Cabinet ____, Slide ____, Register's Office, Putnam County, Tennessee; and

WHEREAS, Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Highlands Regional Business Park as hereinafter described; and

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit and advantage of its successors and assigns, and all future owners and occupants of Highlands Regional Business Park, or any portion thereof, certain rights, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the development, use and occupancy of Highlands Regional Business Park, and the maintenance, protection and administration of the Common Areas thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of Highlands Regional Business Park and are intended to be construed as covenants running with the land, which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Property, and which inure to the benefit of each owner thereof.

These Covenants have been drafted with the goal of achieving certain development standards as follows:

- Invest in the future of Cookeville and Putnam County by attracting high quality businesses (and industries).
- Emphasize the unique character of Cookeville and Putnam County, Tennessee.
- Maintain and enhance the quality of life for the citizens of Cookeville/Putnam County, Tennessee through business and industrial growth and economic development.
- Shape the appearance, aesthetic quality, and spatial form of the City of Cookeville and Putnam County, Tennessee.
- Reinforce the civic pride of citizens through appropriate development.

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- Increase awareness of aesthetic, social, and economic values.
- Protect and enhance property values.
- Preserve the natural environment by minimizing negative impacts of development.
- Provide Highlands Regional Business Park site owners, developers, architects, builders, and users, with a clear and equitable set of parameters for developing the business park.
- Encourage a pedestrian and cyclist friendly environment.
- Enhance the city and county's sense of place and contribute to the sustainability and lasting value of the city and county.
- Shape business and industrial development of the Highlands Regional Business Park in a manner that is most beneficial to the citizens of Cookeville and Putnam County.

NOW, THEREFORE, Developer, as legal title holder of the Properties and for the purposes set forth above and further hereinafter set forth, declare as follows:

**AMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIVE COVENANTS RUNNING WITH LAND OR THE PLAT OF
HIGHLANDS REGIONAL BUSINESS PARK:**

NO AMENDMENT OR WAIVER OF ANY OR ALL OF THESE PROTECTIVE COVENANTS OR RESTRICTIVE COVENANTS SHALL BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF DEVELOPER

THE FOLLOWING COVENANTS AND RESTRICTIONS AND THE PLAT OF HIGHLANDS REGIONAL BUSINESS PARK MAY BE AMENDED BY DEVELOPER IN WHOLE OR IN PART AT ANY TIME WITHOUT JOINDER OF ANY LOT OWNER SO LONG AS DEVELOPER RETAINS OWNERSHIP OF ANY PROPERTY WITHIN THE PARK, AND SO LONG AS DEVELOPER, PRIOR TO SUCH AMENDMENT OR WAIVER, CALLS A MEETING OF ALL LOT OWNERS WITHIN THE PARK TO EXPLAIN THE PROPOSED AMENDMENT OR WAIVER AND ALLOW SAID LOT OWNERS TO OFFER ADVICE AND COUNCIL. EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO PROPERTY WITHIN THE PARK ACKNOWLEDGES, AGREES AND CONSENTS TO THE RIGHT OF DEVELOPER TO MAKE SUCH UNILATERAL AMENDMENT(S) OR WAIVER(S) AS DEVELOPER IN ITS SOLE DISCRETION DEEMS TO BEST ACHIEVE THE GOALS AND PURPOSES OF THE DEVELOPMENT STANDARDS SET FORTH HEREIN.

ARTICLE I

PERMITTED USES. The property herein conveyed shall be used only for mixed use business park purposes subject to Developer approval. Public and semipublic uses, including municipal use, state or federal use, public utility structure or related use are also permitted.

ARTICLE II

PROHIBITED USES. No land or building shall be used or occupied on said property which produces smoke, dust, noise, odor or vibration not in compliance with minimum performance standards set forth in these Protective Restrictions and Covenants. In addition, the following uses are specifically prohibited:

- a. Residential Construction;
- b. Commercial Incineration;

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- c. Junk Yards, body or fender shops, wrecking yards including battery and commercial solvent recycling or reclamation facilities;
- d. Rubbish, Garbage or Trash Dumps;
- e. Treatment of Hazardous, Toxic or Radioactive Wastes;
- f. Mining, drilling for or removing oil, gas or other hydrocarbon substances;
- g. Mobile home parks
- h. Mini warehouses
- i. Truck terminals
- j. Automobile sales
- k. Cemeteries or mortuaries; and
- l. Other activities Developer in its sole discretion deems incompatible with the goals of the development standards set forth hereinabove, or with existing Owners and tenants of the Park.

ARTICLE III

REQUIRED CONDITIONS. Any buildings or uses permitted in the Park shall comply with the following conditions:

3.1 SETBACKS. No building shall be located within fifty (50') feet of the public right of way of any street or within twenty-five feet (25') of any property line.

3.2 MAXIMUM BUILDING AREA AND SITE COVERAGE. Building and accessory facilities shall not cover more than fifty percent (50%) of any property parcel. Buildings, accessory facilities, parking, materials, handling, and similar facilities shall not cover more than seventy percent (70%) of the property parcel.

3.3 ROAD ACCESS. Road access to Lee Seminary Road is not permitted without approval from Developer.

3.4 OUTSIDE STORAGE OF RAW MATERIALS AND EQUIPMENT. All raw materials and equipment shall be stored in completely enclosed buildings or shall otherwise be completely screened by such walls, fences and landscaping as approved by Developer to attractively conceal areas visible from outside of the lot boundaries.

3.5 GARBAGE AND REFUSE: Garbage and refuse containers shall be concealed and contained within a building or shall be concealed by means of a screening wall of material similar to and compatible with that of the building and must conform to the City of Cookeville's regulations.

3.6 LOADING DOCKS: Unless physical conditions otherwise prohibit, and then only with the written approval of Developer, all loading docks should be provided at the rear of the building. In case of a demonstrated hardship Developer may grant a waiver for loading docks to be located on building sides. Loading facilities shall be constructed so that no part of the longest legal loading area will extend beyond the parcel boundary line.

3.7 SIGNS. In order to protect the overall appearance of the Park and to afford appropriate identification of all businesses within the Park, the location, size, and related characteristics of exterior signs shall be as follows:

- a. Signs may only contain business name and/or logo.

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- b. Signs shall be indirectly illuminated, not lighted from within.
- c. Signs may be either mounted on the building or free standing. If mounted on the building, a sign shall not exceed one hundred (100) square feet or five (5%) percent of the wall area to which it is attached, whichever is greater.
- d. If free standing, the monument-type sign shall not exceed one hundred (100) square feet per side including any above ground foundation and shall not exceed eight (8') feet in height.
- e. Any business may have a free standing and a building mounted sign.
- f. Directional signs indicating entrance, exit, or the location of parking are permitted, but shall not exceed six (6) square feet inclusive of both sides.
- g. No flashing, moving, temporary or intermittently lighted signs are permitted.
- h. Pole signs are prohibited, except that Developer shall retain the right to construct signs adjacent to I-40 to advertise the Park. No other pole signs will be allowed.
- i. Each lot may have one temporary construction sign during the construction period. This sign will be not more than 32 square feet.
- j. Signs advertising products or services or containing other direct sales information shall be prohibited.
- k. All permitted signs shall be properly maintained for the life of the property. Developer has the right to require removal of any sign or device not maintained by Park standards.

3.8 ROOF TOP STRUCTURES: All heating and cooling towers, equipment, etc, placed on the roof of buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the building. If a rooftop structure is a required part of the industrial process, its size and shape shall be subject to review by Developer to determine appropriate screening.

3.9 EXTERIOR LIGHTING: In order to minimize the offensive directing of light onto adjacent property and to prevent interference with the overall lighting plan for the development, the placement of exterior lighting on buildings and in parking areas shall be in accordance with plans and specifications submitted to and approved by the Developer. All exterior lighting poles and lighting fixtures shall be of uniform type throughout the Park as determined by Developer.

3.10 OUTDOOR WIRING: No lines, wires or other devices for the communications or transmission of electric current or power, including telephone, Internet, cable TV and radio signals, shall be constructed, placed, or maintained anywhere in or upon the lots, except for the electric, telephone, Internet and cable TV and other utility and sewer service placed on public entity easements by Developer, unless these shall be contained in conduits or cables constructed, placed, and maintained underground or concealed in, under, or in buildings or other approved improvements. Electrical transformers may be permitted if properly screened and approved by the Developer. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction or approved improvements.

3.11 ANTENNAE AND DISHES: Antenna or dishes of any kind for transmission or reception of television signals must be approved by Developer. Cellular telephone towers and other towers not owned by or for the primary use of Lot Owners and tenants are prohibited.

3.12 LANDSCAPING: All areas between the building walls and the property lines, except parking areas and storage areas shall be landscaped, in an attractive manner with lawn, trees and shrubs, and a landscaping plan shall be submitted as required in Article V, Section 5.4 below.

- a. All parking areas shall be buffered from any street or neighboring structures with plantings and/or landscaped berms. Where paving occurs adjacent to any property line, a minimum of ten (10) feet of landscaping shall be provided between said property line and the curb of the pavement, unless written approval to the contrary is granted.
- b. All landscaping required herein or otherwise to be provided on any building shall be completed within ninety (90) days after the substantial completion of construction of any buildings to be constructed on any site; provided, unless weather conditions do not at such time permit, then such landscaping shall be completed within the next planting season.
- c. All developed property shall have trees planted at a minimum of 40 foot intervals along any adjoining streets, not including I-40. Developer encourages planting Red Bud trees and other varieties of trees. However, no Bradford Pear trees shall be allowed. Trees shall be a minimum of 3" inches in diameter - measured 2 feet from the ground when planted.
- d. Every purchaser, owner and tenant shall install and use an underground irrigation system to maintain the trees, grasses and plants in the landscaping program. Building expansion areas may be exempt from this requirement with approval of Developer.
- e. All unused and non-landscaped area that is planned for future development shall be seeded, and kept free of weeds, other unsightly plant growth, stored material, rubbish and debris. Lawns shall be mowed on a regular basis.

3.13 OFF STREET PARKING.

- a. It shall be the responsibility of the property owner to provide parking for employees, customers and visitors, and public streets and rights-of-ways shall not be used for parking in accordance with City Code requirements.
- b. Parking, staging, or unloading on roadways and streets shall not be permitted.
- c. No more than 50 percent of the industry's front yard may be used for parking and shall be enhanced by landscaping and shall be limited to non-commercial vehicles only and shall adhere to City Code.
- d. Lots that are adjacent to Interstate 40 and the front of the building faces the main park entrance roadway, shall be restricted from providing parking in the rear of the building that faces Interstate 40. Parking shall be at the front or sides of the building.
- e. All driveways and parking areas shall be constructed with a hard surfaced pavement curb and gutter and shall include adequate drainage facilities to dispose of all storm water in accordance with all local regulations.
- f. It shall be the owner's responsibility to extend driveways to the existing or presently projected streets at no expense to the Developer, even though part of this construction is within the street right-of-way.

3.14 CONSTRUCTION AND APPEARANCE.

- a. No building shall be constructed with wood framing.
- b. The exterior walls shall be finished with natural stone, brick, or manufactured stone; split-face block or rib block; stucco-finished flat wall panel; foam insulated flat panel with Fiberstone; pre-cast concrete panels; or tilt-up concrete panels that meet Code.

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- c. All construction shall conform to the standards specified in the City of Cookeville Municipal Code and/or Zoning Code.
- d. No exterior wall, roof, fence or any other surface shall be permitted with exposed galvanized steel sheeting or equivalent. Painted or exposed concrete blocks will not be permitted.
- f. All building heights shall be subject to pre-construction approval by Developer and shall conform to requirements and restrictions of the applicable City Zoning Ordinances.
- g. No fence, screen or wall shall be built without approval of the Developer.

3.15 STORAGE TANKS. No storage tanks, either above or below the ground, shall be permitted without approval by the Developer.

3.16 EASEMENTS. There are perpetual easements for utility installation and maintenance, for drainage installation and maintenance, for sanitary sewer installation and maintenance as shown on the plat for Highlands Regional Business Park. No permanent structure or encumbrance is permitted in such easement areas.

3.17. TEMPORARY STRUCTURES. Temporary structures are prohibited except when used to perform a function which will be performed by a permanent structure which is in the planning or construction stage. The use of such a temporary structure is restricted to one (1) year. Construction trailer offices, structures related to a particular project, and construction job site materials trailers may be allowed during the construction period only. Mobile storage units will not be permitted.

ARTICLE IV

APPROVAL OF PLANS AND IMPROVEMENTS.

4.1 Plans for construction or alteration of any improvements shall meet the requirements herein and Developer, or its designee, in conjunction with appropriate engineering codes or planning departments of the City of Cookeville, Tennessee shall review and approve the same as hereinafter described. In order to insure that the standards herein set forth are met, prior to site grading, lot development, construction or alteration of any improvements, the purchaser shall submit the plans detailed in Article V below to Developer to determine compliance with city and county codes and compliance with Park Covenants and Restrictions. **NO CONSTRUCTION SHALL BE COMMENCED AND NO PLANS SHALL BE APPROVED EXCEPT UPON WRITTEN APPROVAL BY THE CITY OF COOKEVILLE, TENNESSEE.**

4.2 Upon such approval, all such construction and/or alterations shall proceed strictly according to the submitted plans and specifications as approved by Developer.

4.3 Improvements made on parcels without approval of plans for said improvements are hereby determined to be unapproved improvements constructed or installed in violation of the Covenants and Restrictions of this declaration. Unapproved improvements shall be subject to immediate action by Developer, or its designee.

ARTICLE V

PLAN REQUIREMENTS. The following items shall be submitted to the Developer for review and written approval:

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- 5.1. Site plan for the property, which shall include the following:
- a. Location and orientation of the structure;
 - b. Grading plan;
 - c. Location of driveways, walkways and parking areas;
 - d. Location of loading and service areas;
 - e. Location of all utilities;
 - f. Location of exterior mechanical equipment;
 - g. Location and elevations of signs;
 - h. Location of outside storage areas; and
 - i. Location of any proposed fence, wall, storage tank, antenna, heating/cooling system, and any mechanical equipment to be placed in or around the exterior of the building.

5.2. Samples and specifications for all exterior materials for approval of color and composition.

5.3 Construction plans revealing building elevations and exterior specifications.

5.4 Landscaping plans including any proposed disturbance of existing natural features. Such plans include information regarding the type of sod, seeding, type of trees, shrubs and hedges, location of underground irrigation system and other information on landscape treatment for the entire building site, including fences, walls and screening.

5.5 Storm water management, sedimentation and impoundment plans, as may be required by local authorities.

5.6 Prior to obtaining necessary building and other related permits, the Applicant shall obtain written approval from Developer stating that the uses and plans for the business parcel have been approved.

ARTICLE VI

PERFORMANCE STANDARDS. All of the following minimum standards must be complied with:

6.1 FIRE AND EXPLOSIVE HAZARDS. All activities shall be carried on only in structures which conform to the standards of the National Board of Fire Underwriters concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.

6.2 RADIOACTIVITY. All activities located within this zone shall comply with Title 10, Chapter 1, Part 20, Code of Federal Regulations, "Standards for Protection Against Radiation."

6.3 SMOKE, FUMES, GASES, DUST, ODORS. There shall be no excessive emission of any smoke, fumes, gas, dust or odors. In any case, the limit of such emission of air pollutants shall be subject to the approval or acceptance of the State Air and Water Quality Control Department.

6.4 VIBRATION. There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such use is conducted.

6.5 NOISE. There shall be no operational industrial noise measured from any point on the property line of the lot on which the industrial operation is located which shall exceed the values given in the following table in any octave band of frequency. The sound pressure level shall be measured with a Sound Level Analyzer that conforms to specifications published by the "American Standard Sound Level Meters for Measurements of Noise and Other Sounds" Z24.3-1944, American Standards Association, Inc., New York, New York, and "American Standards Specifications for an Octave Band Filter Set for the Analysis of Noise and Other Sounds" Z24-10-1953, American Standards Association, Inc., New York, New York.

FREQUENCY BAND IN SOUND PRESSURE LEVEL CYCLES PER SECOND	DECIBELS
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0-75	65
75-100	50
150-300	44
300-600	38
600-1200	35
1200-2400	32
2400-4800	29
above 4800	26

6.6 LIQUID OR SOLID WASTES. The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by Developer, the appropriate local utility and Tennessee Department of Environment & Conservation (TDEC). More specifically, all sanitary and processed liquid waste must be discharged into the sanitary sewer system.

6.7 SITE DRAINAGE. No driveways, walks, parking areas, etc. may be constructed across any drainage ditch, channel, or swale without providing adequate culverts or waterway openings for natural drainage.

6.8 If the City of Cookeville's codes and restrictions differ from the performance standards listed above, the standards that are more strict shall apply.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

Each lot owner, by accepting a Deed for that lot, whether or not the Deed specifically refers to this covenant for maintenance Assessments, is deemed to covenant and agree to pay to the Developer (or whomever Developer shall designate) (1) annual Assessments or charges, and (2) special Assessments for capital improvements to Common Areas. The Assessments are established and the method of their calculation is outlined below. These annual and special Assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on each lot and shall be a continuing lien upon the lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the person who, or entity which was the owner of such lot at the time when the Assessment fell due.

7.2. PURPOSE OF ASSESSMENTS. The Assessments levied by Developer shall be used exclusively to promote the development and maintenance of a quality Park environment for the businesses located therein and in particular for the construction and maintenance of improvements in Common Areas, including but not limited to, the cost of repairs, replacements, labor, equipment, materials, management, and supervision, the employment of attorneys or agents to represent Developer when necessary, and such other needs as may arise.

7.3 ANNUAL ASSESSMENTS. The maximum annual Assessment for each fiscal year shall be established by Developer or until such time as 75 percent of the Park's total acreage is sold by Developer, and may be increased without approval by the Lot Owners an amount not to exceed 5% of the maximum annual Assessment of the previous year. The maximum annual Assessment for each fiscal year may be increased without limit by a vote of $\frac{3}{4}$ of the Lot Owners who are voting in person or by proxy, at a meeting called for this purpose.

7.4 RATE OF ANNUAL ASSESSMENT. Both annual and special Assessments (except for special assessments due to negligence) must be fixed at a pro rata rate for all lots on a per acre basis and shall be paid to Developer. Developer shall estimate for each fiscal year each owner's pro rata share of the expenses involved in Park management, including but not limited to, landscaping maintenance of all common areas and all expenses therein. Owner shall pay annually, due the first day of the fiscal year, its share of those expenses based on the percentage of the total saleable acreage in the Park which it owns, whether useable or not. Notice will be sent out thirty (30) days prior to the beginning of the fiscal year. The total saleable Park acreage as of November 1, 2008 has been calculated at _____, not including rights-of-way. Within one hundred twenty (120) days after expiration of a fiscal year, Developer will forward the Lot owner a statement showing the owner's actual share of the expenses. Should owner's actual share differ from the owner's estimated share, then, within thirty (30) days after the date of the statement, Developer shall either refund to owner any amount paid in excess of owner's actual share, or owner shall remit to Developer any amount by which the owner's estimated share was deficient.

Matters concerning Park maintenance and common areas will be decided by Developer in its sole discretion until 75% of the Park's total acreage is sold. Once this point has been reached, each owner will have one vote per acre and 1 percentage of a vote for each percentage of an acre (e.g. a 1.36 acre lot owner would be entitled to vote 1.36 votes. A 10.51 acre lot owner would receive 10.51 votes) to use in decisions which affect common area maintenance and other park-wide fees which may be desired by the lot owners. A majority of the votes entitled to vote shall constitute a quorum and the majority of the votes cast at a meeting at which a quorum is present shall constitute the vote of the owners except where a larger percentage is required herein.

7.5 SPECIAL ASSESSMENTS. In addition to the annual Assessments authorized above, Developer may until such time as 75% of the Park's total acreage is sold by Developer levy, in any fiscal year, a special Assessment for the purpose of defraying in whole or in part, the costs of construction, reconstruction, repair, or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto. For purposes of these Covenants and Restrictions, the term Common Area shall mean all of the Property except for the lots and road right-of-way as shown on the plat of Highlands Regional Business Park. All special Assessments shall be fixed at a pro rata rate for all lots based on a per acre basis, and may be collected on a monthly basis.

7.6 SPECIAL ASSESSMENT DUE TO NEGLIGENCE. In the event that the Common Area is in need of maintenance, repair, or of a Capital improvement replacement caused by or through the

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willful or negligent act of an owner, or its employees, the cost of such maintenance, replacement or repairs, shall be added to and become a part of the Assessment to which such owner's lot is subject.

7.7 NOTICE OF QUORUM FOR ACTIONS AUTHORIZED BY SECTION 7.3, 7.4, 7.5 AND 7.6

Except for emergency meetings as determined by Developer, written notice of any meeting called for the purpose of taking any action authorized under section 7.3, 7.4, 7.5 and 7.6 shall be sent to all owners not less than fifteen (15) days, and no more than sixty (60) days in advance of a meeting. Emergency meetings may be called by Developer upon forty eight (48) hours notice to Lot Owners, which Notice may be oral or written, but such Notice shall be certified by Developer. At the first such meeting called, the presence of owners or proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the next meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.8 EFFECT OF NON-PAYMENT OF ASSESSMENT OR NON-COMPLIANCE WITH THE DESIGN STANDARDS AND RESTRICTIVE COVENANTS-REMEDIES. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten percent (10%) per annum. Developer may suspend the voting rights of an owner and the right of use of the Common Area by an owner, its employees, visitors, guests, clients, customers, or others involved in the business of the owner, for any period of time during which the owner is in default in the payment of the Assessment. No owner may waive or otherwise escape liability for the payment of the Assessments provided for herein by non-use of the Common Area or abandonment of his or her lot.

7.9 HOLD HARMLESS AGREEMENT. Each owner agrees that it shall indemnify and hold harmless the City of Cookeville, Tennessee, Putnam County, Tennessee, and their officers, officials, directors, agents, employees, and the other Lot Owners, against any claims for injuries or damages to any person or property (including attorneys fees), arising or resulting from the use or misuse of the Common Areas by such Owner, its employees, agents, representatives, customers and visitors.

ARTICLE VIII

PROVISIONS AND COVENANTS ARE SEVERABLE. In the event that one or more of the provisions hereof are held to be invalid or unenforceable, the other provisions herein shall not be affected thereby, but shall remain in full force and effect, it being intended that the provisions hereof are severable. The terms "provisions" and "covenants" as used herein shall not be construed necessarily to mean a numbered section hereof, but may be a portion of such numbered section. No lot in the Highlands Regional Business Park shall be used as a street, or to create a street, that would connect to any other property or street. This prohibition against re-subdivision however, shall not prohibit Developer from re-subdividing any lot or lots as Developer in its sole discretion, may deem necessary.

ARTICLE IX

SUBDIVISION OF LAND. No parcel of real property once sold by the Developer shall thereafter be subdivided, except pursuant to Amendment or Wavier of such restriction by Developer as provided for herein.

ARTICLE X

RIGHT TO REPURCHASE. If, after the expiration of one (1) year from the date of execution of a sales contract agreement, any purchaser who shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts or lot, the Developer retains the right to refund the purchase price for the lot less any costs incurred by Developer, and enter into possession of the land. The Developer shall have the right to extend for one (1) additional year the time in which such building may be begun.

ARTICLE XI

ENFORCEMENT.

11.1 COVENANTS. The conditions, covenants, provisions, restrictions, and reservations contained herein may be enforced in law or in equity; including without limitation by injunction, by the Developer or any subsequent purchasers of any portion of said real property which are subject to said conditions, covenants, provisions, restrictions and reservations. The Developer, purchaser, or subsequent owner of any portion of said real property, including the City of Cookeville, Tennessee and Putnam County, Tennessee, shall not have any liability in law or in equity to any other owner or purchaser of any portion of said real property for failure to enforce against any third owner or purchaser the conditions covenants, provisions, restrictions and reservations contained herein.

11.2 BINDING NATURE. The conditions, covenants, provisions, restrictions and reservations contained herein shall be binding upon and inure to the benefit of successors, assigns, heirs and grantees of the purchaser.

11.3 LIABILITY. The City of Cookeville, Tennessee, Putnam County, Tennessee, nor the Industrial Development Board of the City of Cookeville, Tennessee, the officers, directors, agents of either of them, or their successors or assigns shall not be liable in damages to anyone submitting plans for approval, or to any purchaser of land affected by these conditions, covenants, provisions, restrictions and reservations by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans or for enforcing or failing to enforce any of the provisions of these conditions, covenants, provisions, restrictions and reservations. All purchasers waive any and all claims against the City of Cookeville, Putnam County and the Industrial Development Board of the City of Cookeville, Tennessee as a result thereof. Every person who submits plans to the Developer for approval agrees, by submission of the plans, and every purchaser of said property agrees by acquiring title thereto or interest therein, to waive any action, proceeding or suit against the City of Cookeville, Putnam County or the Industrial Development Board of the City of Cookeville, Tennessee to recover any loss, costs, or damages resulting from any of the foregoing, or otherwise, and in case of conflict between plans reviewed and any condition, covenant, provision, restriction and reservation herein contained, these conditions, covenants, provisions, restrictions and reservations shall govern the rights and obligations of the parties.

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11.4 NO GUARANTEE OR WARRANTY BY DEVELOPER. The Developer's approval of plans and/or construction materials shall not constitute any guarantee or warranty of such plans or materials so approved.

11.5 CONSENT. Any and all rights, powers and reservations of the City of Cookeville, Tennessee and Putnam County, Tennessee contained herein may be assigned to any person, corporation or other entity which will assume the duties of Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, or entity evidencing its consent in writing to accept such assignment and assume such duties and to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given and assumed by Developer.

11.6 ALTERATIONS AND AMENDMENTS. NO AMENDMENT OR WAIVER OF ANY OR ALL OF THESE PROTECTIVE COVENANTS OR RESTRICTIVE COVENANTS SHALL BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF DEVELOPER.

THE FOLLOWING COVENANTS AND RESTRICTIONS AND THE PLAT OF HIGHLANDS REGIONAL BUSINESS PARK MAY BE AMENDED BY DEVELOPER IN WHOLE OR IN PART AT ANY TIME WITHOUT JOINDER OF ANY LOT OWNER SO LONG AS DEVELOPER RETAINS OWNERSHIP OF ANY PROPERTY WITHIN THE PARK, AND SO LONG AS DEVELOPER, PRIOR TO SUCH AMENDMENT OR WAIVER, CALLS A MEETING OF ALL LOT OWNERS WITHIN THE PARK TO EXPLAIN THE PROPOSED AMENDMENT OR WAIVER AND ALLOW SAID LOT OWNERS TO OFFER ADVICE AND COUNCIL. EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO PROPERTY WITHIN THE PARK ACKNOWLEDGES, AGREES AND CONSENTS TO THE RIGHT OF DEVELOPER TO MAKE SUCH UNILATERAL AMENDMENT(S) OR WAIVER(S) AS DEVELOPER IN ITS SOLE DISCRETION DEEMS TO BEST ACHIEVE THE GOALS AND PURPOSES OF THE DEVELOPMENT STANDARDS SET FORTH HEREIN.

11.7 BINDING PERIOD. These conditions, covenants, provisions, restrictions and reservations are to run with the land and shall be binding on owners of any and all of said lots, and on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless amended by an instrument signed by the owners of seventy-five (75%) percent of the acreage of the Park.

11.8 CORRECTIVE MEASURES. Should Developer, or any other Owner, their successors and assigns find any owner or lessee in violation of any of the conditions, covenants, provisions, restrictions and reservations contained herein, it may give notice of such violation to the offending party. Within sixty (60) days of the receipt thereof, said property owner or lessee shall take corrective measures. Effective disregard of notices shall give Developer, its successors or assigns a right to enter the offending premises and undertake necessary maintenance or other corrective action at the expense of the owner or lessee thereof. Failure to reimburse Developer, its successors or assigns for these services within thirty (30) days after billing shall create a lien against the property in question.

MISCELLANEOUS.

ARTICLE XII

12.1 RIGHTS. Every person who now or thereafter owns or acquires any rights, title, estate, or interest to any portion of the property covered hereby is and shall be conclusively deemed to have consented and agreed to every condition, covenant, provision, restriction and reservation contained herein, whether or not reference to this Declaration of Protective Covenants and Restrictive Covenants Running With Land is contained in the instrument by which such person acquired an interest in said property.

12.2 WAIVER. The failure of Developer to enforce any condition, covenant, provision, restriction or reservation herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to enforce any other condition, covenant, provision, restriction or reservation.

This Declaration of Protective Covenants and Restrictive Covenants Running with Land and the separate conditions, covenants, provisions, restrictions and reservations thereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

These are Protective Covenants and Restrictive Covenants Running with Land, and there may be further restrictions and regulations imposed by the City of Cookeville, Putnam County, the State of Tennessee or other governing bodies. These Protective Covenants and Restrictive Covenants Running with Land MAY BE AMENDED BY DEVELOPER IN WHOLE OR IN PART AT ANY TIME WITHOUT JOINDER OF ANY LOT OWNER SO LONG AS DEVELOPER RETAINS OWNERSHIP OF ANY PROPERTY WITHIN THE PARK, AND SO LONG AS DEVELOPER, PRIOR TO SUCH AMENDMENT OR WAIVER, CALLS A MEETING OF ALL LOT OWNERS WITHIN THE PARK TO EXPLAIN THE PROPOSED AMENDMENT OR WAIVER AND ALLOW SAID LOT OWNERS TO OFFER ADVICE AND COUNCIL. EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO PROPERTY WITHIN THE PARK ACKNOWLEDGES, AGREES AND CONSENTS TO THE RIGHT OF DEVELOPER TO MAKE SUCH UNILATERAL AMENDMENT(S) OR WAIVER(S) AS DEVELOPER IN ITS SOLE DISCRETION DEEMS TO BEST ACHIEVE THE GOALS AND PURPOSES OF THE DEVELOPMENT STANDARDS SET FORTH HEREIN.

It is recognized and acknowledged by each Owner of a lot within the Park that by acceptance of a deed or lease to property within the Park, such Owner realizes that the development of the Park for the purposes and goals stated herein and for the public benefit is an evolving process that the plat of the Park may be amended from time to time to reconfigure or change the size or location of streets or lots to better serve the stated purposes and goals of the Park as may be determined in the sole discretion of Owners and Developer.

The City of Cookeville and Putnam County have caused this instrument to be executed in the names of the respective entities and on their behalf on this _____ day of _____, 2008.

City of Cookeville, Tennessee

County of Putnam, Tennessee

By: _____

by: _____

Name: _____

Name: _____

Title: _____

Title: _____

**STATE OF TENNESSEE
COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of _____, the within named bargainor, a Tennessee _____, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of _____ himself as _____.

WITNESS MY HAND and seal at office, this _____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF TENNESSEE
COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of _____, the within named bargainor, a Tennessee _____, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of _____ himself as _____.

WITNESS MY HAND and seal at office, this _____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires: _____

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

The Chairman asked for a voice vote on the motion to approve the Declaration of Protective Covenants and Restrictive Covenants Running with Land Applicable to the Highland Regional Business Park. The motion carried.

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE
PROPERTY DEVELOPMENT & MANAGEMENT AGREEMENT BETWEEN
THE CITY OF COOKEVILLE & PUTNAM COUNTY & THE INDUSTRIAL
DEVELOPMENT BOARD**

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

(SEE ATTACHED)

Property Development and Management Agreement

This Property Development and Management Agreement (the "Agreement") is made and entered into as of _____, 2008, by and between the City of Cookeville, a Tennessee Municipal Corporation and Putnam County, Tennessee (herein jointly referred to as "Developer"), and the Industrial Development Board of the City of Cookeville, Tennessee, a Tennessee Corporation ("Manager"):

WITNESSETH

WHEREAS, Developer owns certain real property located in the City of Cookeville, Putnam County, Tennessee, and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Developer acquired said Property for the purpose of promoting and encouraging high quality industrial development on said Property and thereby increasing employment and enhancing and expanding the local economy and thereby improving the quality of life for the citizens of Cookeville, Putnam County and the Highlands region of Tennessee; and

WHEREAS, Developer desires to engage Manager to perform the development, marketing and management and general maintenance functions for the Property; and

WHEREAS, Manager is willing to undertake the development, marketing, management and maintenance of the Property on behalf of Developer.

Now therefore Developer and Manager mutually agree as follow:

1. **Engagement of Manager.** Developer hereby engages Manager as its sole and exclusive agent and representative for and in connection with the development, marketing, management, direction, maintenance and operation (collectively referred to herein as "Management") of the Property. Manager may hire, employ, utilize or designate such persons as Manager deems necessary for the proper and efficient Management of the Property.

2. **Scope of Authority of Manager.** The Manager is hereby authorized and empowered to negotiate for the sale, lease, sublease or otherwise take any action at law or equity which it deems necessary or required to develop, manage, operate, maintain, protect or preserve the Property. Manager shall use its best efforts to Manage the Property upon such terms and conditions as Manager deems most advantageous to Developer. SALES AND LEASE AGREEMENTS NEGOTIATED BY MANAGER SHALL BE SUBJECT TO FINAL APPROVAL AND EXECUTION BY DEVELOPER. Developer hereby grants to Manager the right to conduct such negotiations for the sale, lease, or other use of the Property and to take such actions in connection with the development, marketing, management, direction, maintenance and operation of the Property as Manager in its sole discretion deems to be most advantageous to Developer, which discretion shall not be challenged so long as Manager's actions are conducted in good faith. Notwithstanding the foregoing however, all contracts for sale, deeds and leases shall be subject to final approval and execution by Developer.

3. **Term of Agreement and Right to Cancel.** The Term of this Agreement shall be indefinite, however, either party may terminate this Agreement by giving a 90 day written notice to the other party of its intent to terminate this Agreement (except as set forth in Paragraph 8).

4. **Representations by Developer.** Developer warrants and represents that it is authorized to enter into this Agreement with respect to the Property.

5. **Obligations of the Manager.**

- a. **Diligence.** Manager will devote such efforts as it deems necessary in developing, managing, operating, maintaining, selling and leasing the Property, and will perform its duties in a diligent, careful and vigilant manner. Manager will make available for the Developer the full benefit of the judgment, experience and advice of the members of Manager's organization and staff with respect to the policies to be pursued by Manager in developing, operating, maintaining, servicing, improving and leasing the Property. Manager will use its best efforts and due diligence to achieve the goals and purposes of the development as set forth in the Declaration of Covenants Running with Land and Restrictive Covenants Applicable to Highlands Regional Business Park and to identify, maximize, and collect any and all income, including rents, and sales proceeds due Developer with respect to the Property. Manager shall conduct such plan and improvement reviews (pursuant to Article X of the Declaration of Protective Covenants and Restrictive Covenants Running with Land Applicable to Highlands Regional Business Park as may be necessary in concert with the appropriate City of Cookeville and Putnam County officials. Manager shall pay no fees or expense for such reviews and approval by the City or County.
- b. **Books and Records.** During the term of this Agreement, Manager will maintain books and records at its own expense in connection with all matters contemplated by this Agreement. Developer will have access at reasonable times to inspect, copy and audit these records, either during or after the termination or expiration of this Agreement, upon thirty six (36) hours advance written notice. Manager will retain all books and records pertaining to this Agreement for three (3) years from the termination of this Agreement.
- c. **Bank Accounts.** All funds received by Manager in the operation of the Property ("Property Funds") shall be received in trust for the benefit of Developer and shall be deposited with the bank of Manager's choice ("Operating Account"). The bank in which the Operating Account is opened shall be informed that Property Funds are held in trust for Developer. Property Funds shall not be commingled with Manager's funds or Developer's other funds. Manager shall make all disbursements provided for in Section 6(f) of the Operating Account.

d. **Rental Tax Liability.** Manager is under no obligation to pay, file or report rental tax on the Client's behalf to state, federal or local jurisdictions. All tax liabilities, if any, are the sole responsibility of the Developer.

e. **Compliance with Laws/and City and County Directives.** Manager will comply with all City of Cookeville and Putnam County directives, rules, regulations and codes.

f. **Maintenance and Repairs.** Manager shall be responsible for general maintenance necessary to keep the Developer's Property in a clean, safe and orderly condition and in compliance with all laws and government rules and regulations. Manager shall conduct all such maintenance and repairs in concert with the appropriate City of Cookeville or Putnam County repair and maintenance personnel. Manager shall bear none of the expense for such repairs or maintenance.

g. **Utilities.** Developer shall be responsible for payment of all utilities on Developer owned property.

6. **No Payments.** The Manager will be under no obligation to pay for any repairs or maintenance, or for any consultation or plan or site improvement reviews or approvals, requested by Manager to the City or County.

7. **Indemnification.** Developer agrees to indemnify and hold harmless Manager in connection with any claim, demand, or legal action commenced or threatened by or against Manager in connection with or arising out of the Property or its operation or management thereof, except for those claims, demands, or legal actions resulting from a breach by Manager of its duties under this Agreement. Developer will indemnify Manager against failure to pay any charges relating to the Property which this Agreement requires Manager to pay if funds are not made available to Manager by Developer.

8. **Insurance.** Developer will maintain a public liability insurance policy covering Manager in the minimum amount of not less than \$1,000,000.00 per person, or property damage on or from the Property and not less than \$2,000,000.00 for damages arising out of any single occurrence. Maintenance of other insurance in connection with the Property will be the responsibility of the Developer. Manager will be named as an additional insured. Developer will provide proof of such insurance to Manager upon execution of this Agreement and thereafter upon request by Manager. In the event that Developer does not provide Manager proof of such insurance coverage within five (5) days of a request by Manager, then this Agreement may be terminated upon 5 days written notice delivered to Developer. Upon the request of Manager, Developer will provide any and all information regarding insurance coverage for the Property. Developer will notify Manager promptly in the event of changes in insurance coverage or carriers. Developer agrees to hold Manager harmless for any and all claims made which are not covered by the insurance.

9. **Notices.** Any notice, demand or communication required or permitted under this Agreement must be mailed certified mail, postage prepaid, return receipt requested, or sent by overnight delivery addressed to the addresses set forth below or to such other addresses as either party may designate by written notice to the other party. Any such notice will be deemed effectively given two (2) days after being so mailed or deposited with the overnight delivery service. Notice shall be provided to the following addresses:

If to Manager:

Industrial Development Board of the City of Cookeville
1 West First Street
Cookeville, TN 38501

If to Developer:

City of Cookeville
Attn: City Manager
45 E. Broad Street
Cookeville, TN 38501

Putnam County, Tennessee
Attn: County Executive
Courthouse
Cookeville, TN 38501

10. **Binding Effect.** All of the terms of this Agreement will be binding upon, will ensure to the benefit of, and may be enforced by the heirs, administrators, successors, assigns, and legal representatives of the parties. This Agreement may be cancelled as set forth in Section 4 above.

11. **Cost of Enforcement.** In the event legal process is required to enforce the terms of this Agreement, the prevailing party will be entitled to its cost of such enforcement including a reasonable amount for attorneys' fees.

12. **Modification or Waiver.** This Agreement represents the entire contemplated Agreement between the parties and no modification to this Agreement or waiver of any provisions hereof will be deemed effective unless in writing and executed by all of the parties hereto.

13. **Applicable Law and Jurisdiction.** This Agreement will be governed pursuant to the laws of the State of Tennessee. Any claims brought to enforce the terms of this Agreement will be brought in Putnam County, Tennessee.

14. **Termination Policy.** This Agreement may be terminated by either party as set forth in Section 4 above. Upon termination, a statement of accounts will be provided by the Manager and submitted to the Developer. All funds held on behalf of Developer by the Manager will be surrendered to Developer at the time the account is balanced.

DEVELOPER:

City of Cookeville, Tennessee

By: _____
Jim Shipley, City Manager

By: _____
Kim Blaylock, County Executive

MANAGER:

Industrial Development Board of
the City of Cookeville

By: _____
Robert R. Bell, Chairman

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

The Chairman asked for a voice vote on the motion to approve the Property Development & Management Agreement between the City of Cookeville & Putnam County & the Industrial Development Board. The motion carried.

**MOTION RE: THE PLANNING COMMITTEE RECOMMENDS THAT THE
SPEED LIMIT FOR GREEN MEADOW ROAD BE SET AT 30 MPH**

Commissioner Jere Mason moved and Commissioner Johnnie Wheeler seconded the motion.

(SEE ATTACHED)

TO: CHAIRMAN OF THE SPEED LIMIT STUDY COMMITTEE
PUTNAM COUNTY PLANNING COMMITTEE
% COUNTY EXECUTIVE

RE: REQUEST FOR SPEED LIMIT REVIEW

DATE: NOVEMBER 3, 2003

We the undersigned resident (residents who are 18 years old or older) of the
GREEN MEADOW (Road)(Lane)() do hereby
request the Speed Limit Committee review traffic conditions on our road between
(15 MPH) HWY 136 (Road)(Lane)() and
(30 MPH) CURTIS DRIVE (Road)(Lane)(). We
feel there is sufficient traffic congestion to warrant a speed limit reduction below
55 M.P.H. (For consideration, this petition must be signed by a majority of the
residents 18 or older living on said road.)

SIGNATURE

ADDRESS

TELEPHONE

<u>Alvin Salgado</u>	<u>909 Green Meadows Rd.</u>	<u>Cookeville</u>	<u>625-483-8309</u>
<u>Lita</u>	<u>913 Green Meadow Rd Cookeville</u>	<u>(931) 538-5311</u>	
<u>John Hammer</u>	<u>917 Green MEADOW RD Cookeville TN</u>	<u>931 854 0627</u>	
<u>Gracie Hammer</u>	<u>917 GREEN MEADOW RD COOKEVILLE, TN</u>	<u>931 854 0627</u>	
<u>Mary Ann Colburn</u>	<u>921 Green Meadow Rd Cookeville, TN</u>	<u>931-372-0363</u>	
<u>Rohi Cassanova</u>	<u>921 Green meadow Rd, Cookeville, TN</u>	<u>931-372-0363</u>	

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

The Chairman asked for a voice vote to approve the speed limit for Green Meadow Road be set at 30 MPH. The motion carried.

**MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL OF
THE INVENTORY LIST FOR THE PUTNAM COUNTY HIGHWAY
DEPARTMENT**

Commissioner Jere Mason moved and Commissioner Bill Walker seconded the motion to approve the inventory list for the Putnam County Highway Department.

(SEE ATTACHED)

I, BILLY JOE LAMB, DO HEREBY CERTIFY THAT THE ATTACHED
INVENTORY OF JUNE 30th., 2008, OF THE BUILDING, EQUIPMENT AND
SUPPLIES OF THE PUTNAM COUNTY HIGHWAY DEPARTMENT, IS A TRUE
AND CORRECT INVENTORY, TO THE BEST OF MY KNOWLEDGE, INFORMATION
AND BELIEF, THIS 25th DAY OF November, 2008.

Billy Joe Lamb
BILLY JOE LAMB
ROAD SUPERVISOR, PUTNAM COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

SUBSCRIBED AND SWORN BEFORE ME, WAYNE NABORS, CLERK OF PUTNAM
COUNTY, TN., THIS 25th DAY OF November, 2008



Wayne Nabors
WAYNE NABORS
COUNTY CLERK OF PUTNAM COUNTY, TN

INVENTORY REVIEWED BY: Kim Blaylock
KIM BLAYLOCK
COUNTY EXECUTIVE OF PUTNAM COUNTY, TN

**PUTNAM COUNTY HIGHWAY DEPARTMENT
INVENTORY FOR JUNE 30, 2008**

PAGE 1 OF 8

OFFICE

- 1 TELEPHONE SYSTEM/FONTIER/5
5-73007553A/t7316 PLANTINUM PHONES/1 7300911A/NT7B66AAAD
- 1 CANNON P170-DH CALCULATOR/SN:2278435
- 1 ODIDATA 395 PRINTER/SN:502A0044703
- 1 COPYSTAR CS-1810 COPIER/SN:47022662
- 1 LGDPC IV COMPUTER SYSTEM/SN:20050732
- 1 LCD 17" MONITOR, LCD17/SN:A2K040650822
- 1 APC 500 BATTERY BACK-UP, SN:BB341002650
- 1 AE-800 TYPEWRITER, SN:200012
- 1 VHS-C CAMC, SN:020510945/RCA-AUTO SHOT
- 1 HP-OFFICE JET 7310 SN: MY54K801J
- 4 VERIZON CELL PHONES/260-5827 RED/267-1209 TERRY/261-6975 OFFICE/267-9871/JOE/26-9871
- VARIOUS OFFICE SUPPLIES VALUED AT \$500.00
- INVENTORY TAKEN BY WANDA SMITH

GARAGE

- 1 FR-4210 TOTHILL DC PUMP/ON VEH.#54
- 1 1" HD AIR WRENCH, ING295/A6
- 1 DACCO/SMC AIR COMPRESSOR 5 HP 230V 3 PHASE MOTOR INCLUDING 80 GALLON TANK
230V 3 PHASE MAGNETIC STARTER AIR COMPRESSOR SN12720072 S51-80U
- 1 QUENCY AIR COMPRESSOR WISCONSIN MOTOR #5306543 (MOUNTED ON TIRE TRUCK)
- 1 LATHE MODEL C54-SN092987
- 1 B&D GRINDER MODEL 4052 91-229 SN32208
- 1 NAPA 12 TON JACK MODEL 91-229 (ON BASE)
- 1 JET JAW VICE 373918
- 1 10 TON FLOOR JACK J660
- 1 MARQUETTE BATTERY CHARGER MODEL #39110
- 1 HEIN-WARNER TRANSMISSION JACK SN:0311076
- 1 3/8" ELECTRIC DRILL SN:689C596431005/MILWAUKEE BRAND
- 1 OVERHEAD HOIST-WRIGHT/19007-0723
- 1 B & D BENCH GRINDER 429558
- 1 10/20 WHEEL PULLER MODEL #91-766A
- 1 WAGNER BRAKE BLEEDER FL44
- 1 SKI DRILL PRESS 309954
- 1 1.5 TON CHAIN HOIST DHOFFING MODEL #DIMA3D SN#MA32553
- 1 DAYTON GAS FIRED 100,000 BTU MODEL 3E369 HEATERS-SN#S C8522383/C8541179
- 1 HD-10 INDUSTRIAL SAW #11634
- 1 30 TON SHOP PRESS #4417
- 1 4000 LB. GREEN FLOOR HOIST #3965
- 1 LINCOLN WELDER IDEAL ARC 250 SN#AC693282 WITH #2 CABLES-HOLDERS-CLAMP
- 1 817-3011 PARTS WASHER
- 1 1" AIR WRENCH HD EXT A ID#ING281-6 (SERVICE TRUCK)
- 1 PROTO 5 DRAWER TOOL BOX #PROJ9956ASHD/10 DRAWER CHEST #PRO99464A
- 1 HEIN WARNER BOTTLE JACK 20 TON/H1085
- 1 HYDRO TEC PRO LINE PRESSURE WASHER/MODEL #HN20004E2C/SN200201995
- 1 BATTERY CHARGER 480 SOLAR/SN:F493287
- 1 PAVEMENT BARKER #P860-SOSTD SN#SKE10083

**PUTNAM COUNTY HIGHWAY DEPARTMENT
INVENTORY FOR JUNE 30, 2008**

GARAGE CONTINUED

PAGE 2 OF 8

- 1 EARTH AUGER SN#701229 (DRILL BIT IN VEH. # 69 OR VEH. #78) (AIR COMPRESOR/DRILL)
- 1 CREEPER, #815-6223, INV. 140177, 5-08-00
- 1 SCOTSMAN ICE MACHINE MODEL #CME256AE-1A
- 1 MURRY LAWNMOWER/95080-053901
- 1 MODEL 155 JACK HAMMER SR. NO. 265255
- 1 3/4" AIR WRENCH CP772 SN:719L248
- 1 1"HD AIR WRENCH/IR198M
- 1 MODEL 155 JACK HAMMER SR. NO. 265255
- 1 ETW 10702/RECHARGEABLE IMPACT WRENCH SN:ATD10702 (SIGN TRUCK)
- 1 10 GAL. SHOP VAC/6-22-06/92L625C/5273013
- VARIOUS GARAGE SUPPLIES AND SMALL TOOLS VALUE AT \$5,000.00
- 1 100 GAL. FUEL TANK, TR.#54/NO SERIAL #
- 1 5x8 UTILITY TRAILER MODEL 2000/SN:541023826
- 1 ESTATE REFRIGERATOR/SN:VSU0667810
- 2 791-5220 10 TON JACK STANDS/NO SERIAL NUMBERS
- 2 50 GAL TRANSFER TANKS ON TRUCKS #30 & 6/SN074180/075394
- 2 HAND PUMP HP90/ON TRUCKS 30 & 6/NO SERIAL NUMBERS
- 1 UNDERBODY TOOL BOX/ON TRUCK 1/NO SERIAL NUMBERS
- 1 TOOL BOX ON TRUCK 2/NO SERIAL NUMBERS
- 1 SET ENTRY BOARDS ON TRUCK 1/NO SERIAL NUMBERS
- 3 SNOW PLOWS MODEL 112 GOOD ROADS: SN#'S 55090, 55091, 55092
- 1 FLOOR FAN/MODELBCB-42-BDF/60H2/120V/SN3240764
- 1 55 GAL. SPRAYER (HAS NO SERIAL #)
- 1 1/2" IMPACT WRENCH DW059L2/SN976959(SIGN TR #10)
- 1 ETW HAND JACK/#54/56.51/INV050639/PO2251/AUTO-PARTS/6-23-08/NO SR NUMBER
- 1 BATTERY CHARGER PSW-2550/INV050927/PO2252/AUTOPARTS/279.97/6-23-08/SNMS0802
- 1 OTC1979 SOCKET SET/AUTOPARTS/INV 050927/6-23-08/PO2252/129.96
- 1 CP772H 3/4 AIR WRENCH/AUTOPARTS/INV 050927/6-23-08/PO2252/SN07349A
- 1 50 GAL TANK STL/#38/TRACTOR SUPPLY 6-23-08/PO2253/264.99/INV023067/SN082120
- 1 50 GAL TANK STL/TRACTOR SUPPLY 6-23-08/PO2253/264.99/INV023052/#088772
- 1 ATD-7331XL 3 TON FLOOR JACK/AUTO PARTS/PO2252/INV 050927/179.97/6-23-08
- 2 HP90 HAND PUMPS/99.00 @/TRACTOR SUPPLY/INV023052/PO2253/6-23-08/#38 & GARAGE

VARIOUS TRAFFIC SIGNS AND SIGN MATERIALS VALUE AT \$8,000.00

GALLONS DIESEL: 6831

GALLONS GASOLINE: 1633

INVENTORY TAKEN BY STEVE BULLOCK

RADIOS: STATIONARY

- 1 TK706/KENWOOD/SN:70500181
- 1 KMC9 BASE STAND
- 1 43859 POWER SUPPLY
- 1 DUPLEXER SYSTEM, RADIO STATION ON FIRE TOWER/CALVERY DRIVE
- 1 REPEATER, VHF, 110 WATT, 42" CABINET, 148--174 MHZ, KENWOOD/TKR-7500-1SC

**PUTNAM COUNTY HIGHWAY DEPARTMENT
INVENTORY FOR JUNE 30, 2008**

PAGE 3 OF 8

NO: PORTABLE RADIOS:

- 1 KENWOOD TK-272G/SN:31000921
- 2 KENWOOD TK-260G/SN:30800066
- 3 KENWOOD TK-260G/SN:20101787
- 4 KENWOOD TK-260G/SN:30800067
- 5 KENWOOD TK-260G/SN:30800070
- 6 MOTOROLA RADIUS-P200/SN:79212011
- 7 MOTOROLA RADIUS-P200/SN:79212006
- 8 MOTOROLA RADIUS-P200/SN:7928758
- 9 MOTOROLA RADIUS-P200/SN:79212006
- 10 KENWOOD TK-260G/SN:20101789
- 11 KENWOOD TK-260G/SN:30300397
- 12 KENWOOD TK-260/SN:282195125
- 13 KENWOOD TK-260/SN:00400414
- 14 KENWOOD TK-260/SN:01100012
- 15 KENWOOD TK-260/SN:01100015
- 16 KENWOOD TK-260/SN:71102111
- 17 MOTOROLA RADIUS P-200/SN:792TRG8756
- 18 KENWOOD/TK272G/SN:31000817
- 19 MOTOROLA TALK-A-BOUT/FR-60/SN:P14690WAG4032
- 20 MOTOROLA TALK-A-BOUT/FR-60/SN:P14690WAG8004
- 21 KENWOOD TK-216SK-P/CUMBERLAND 2-WAY/SN81101722
- 22 KENWOOD TK-216SK-P/CUMBERLAND 2-WAY/SN81101722

NO: RADIOS: MOBILE UNITS/IN VEHICLES

- 1 KENWOOD TK790H/SN70700835
- 2 KENWOOD TK790H/SN70500448
- 3 MOTOROLA MARATRAC/T73XTA7TA7/SN:776TV1047
- 4 KENWOOD/TK790H/SN:01000078
- 5 MOTOROLA/SN:HCN4002A
- 6 MOTOROLA/HCN400A2/SN:433HK0200
- 7 MOTOROLA/D43LRA73A5BK/SN:778FRE0768
- 8 MOTOROLA/D43RA3A5BK/SN:778FRE0776
- 9 KENWOOD/TK762/SN:30900807
- 10 MOTOROLA/7T3XTAYTA5BK/SN:776AQO233/VEH AUCTIONED/RADIO IN VEH 64
- 11 MOTOROLA/SN:799TWC8510
- 12 KENWOOD/SN:30801418
- 16 MOTOROLA/SN:799TWC8511
- 17 KENWOOD/TR730/SN:00100136
- 20 MOTOROLA MATRAC/SN:428AUG2870
- 21 MOTOROLA MATRAC/SN:428AUG2871
- 22 MOTOROLA /SN:RJ11D
- 23 KENWOODTK762HG/SN:20700938
- 24 MOTOROLA/SN:R3J13D/JUNKED 4-21-08
- 26 MOTOROLA/10N6098CE-1/SN:R1J427
- 27 MOTOROLA/SN:R3J09D
- 28 KENWOOD/TK762HG/SN:41000125

PUTNAM COUNTY HIGHWAY DEPARTMENT
INVENTORY FOR JUNE 30, 2008

NO: RADIOS IN MOBILE UNITS CONTINUED

PAGE 4 OF 8

- 29 MOTOROLA/7C80100A/SN:433HK1493/OUT OF AUCTIONED VEH//IN REPAIR SHOP
 - 30 KENWOOD/TK762HG/SN:6060700869
 - 32 KENWOOD/TK762HG/SN:41200445
 - 33 KENWOOD TK-762HG/SN:61000095
 - 34 KENWOOD TK-762HG/SN:61000094
 - 36 KENWOOD TK-762HG/SN:70700080
 - 37 KENWOOD/TK76LHG/MOBIL/SN:70700235
 - 38 KENWOOD/TK762HG/SN:41000125
 - 49 MOTOROLA/1M005-5/SN:778TSJ958
 - 50 KENWOOD/TK762H/SN:90100632
 - 54 MOTOROLA/D43MJA73A5CK/SN:428ATL5498/SPECO PA HORN MODEL SPC15RP
 - 55 KENWOOD TK-790A/SN50300385
 - 56 MOTOROLA/1M100-5/SN:778TSJ9524/JUNKED 7-01-07
 - 57 MOTOROLA/SN:R3J07D/JUNKED 4-21-08
 - 58 MOTOROLA/SN:R3J20D
 - 59 MOTOROLA/SN:14J067
 - 97 KENWOOD VHF/SN:90300383/INV2074/3-17-08/\$440.00/CUMBERLAND 2-WAY
- INVENTORY TAKEN BY PHYLL HONEYCUTT

CHAIN SAWS:

- 1 STIHL MODEL 026 SN238811748/#1
 - 1 STIHL MODEL 26/SN-2340109195/#2
 - 1 STIHL MODEL 26/SN:23319759D/#3
 - 1 STIHL MODEL 029/SN-1127-011-3001/#4
 - 1 STIHL MODEL 009 B&C SN-234403165/#5
 - 1 STIHL MODEL 24, SN-233197578/#6
 - 1 STIHL MODEL 26/SN:227287121/#7
 - 1 STIHL MODEL 26/SN-238811748/#8
 - 1 STIHL MODEL 26/SN-225367911/#9
 - 1 STIHL WEDEATER/SN/245064492/#10
 - 1 STIHL POLE SAW SN243079828 MD# HT75/#11
 - 1 STIHL POLE SAW SN247950050/#12
 - 1 STIHL WEDEATER, SN245233996/#13
 - 1 STIHL MODEL ST3026/SN45381736/#15
 - 1 STIHL MODEL ST3026/SN45381741/#17
 - 1 HT 101 POLE SAW/SN262682174/#19
 - 1 STIHL MS460/SN:161789180/#20
 - 1 HV-3346 346XP /18" BAR - SN.99-4200817/#22)
 - 1 HT101 POLE SAW/SN268327833/#23
 - 1 MS260/18"SAW/SN267648518/#24
 - 1 FS80R/271934677/WEDEATER/#14
 - 1 STIHL MS260 PROSN:270604822 /#16
 - 1 STIHL MS260 SN271309168/#21
- INVENTORY TAKEN BY PHYLL HONEYCUTT

PUTNAM COUNTY HIGHWAY DEPARTMENT INVENTORY FOR JUNE 30, 2008

TIRES IN STOCK

2 8.25R15TR
10 11R-22.5 LUG
10 11R-22.5
8 25/70R 19.5 STEER
9 LT235/85R 16 LTX-MS PICK-UP
2 12.5/90-18LMP
1 215/75R17.5
6 14.00R24 GRADER
1 17.5R25 LITTLE LOADER #80
2 17.5LR24 BACK HOE #67
1 23.5R BIG CAT LOADER TIRE #46
1 19.5LR24 REAR NEW BACKHOE #40
1 12.5x80-80 FRONT TIRE CAT #40

METAL TILE ON YARD:

12 15" BANDS
15 15" X 20'
15 15" X 24'
9 15" X 30'
12 18" X 20'
18 18" X 24'
10 18" X 30'
10 24" X 20'
1 30" X 30"
2 24" X 24'
1 30" X 24'
1 36" X 10'
1 36" X 24'
1 5' X 20'/BAND
1 4' X 30'
1 6' X 10'

INVENTORY TAKEN BY JOE TROBAUGH

PUTNAM COUNTY HIGHWAY DEPARTMENT EQUIPMENT INVENTORY JUNE 30, 2008

NO.	DESCRIPTION	MOTOR/SERIAL NO.	YEAR/MODEL	PURCHASED	PRICE	PURCHASED FROM	LICENSE
1	CHEV. 4X4 PICK UP TRUCK/WHITE	1GCEK14087Z520582					
2	CHEV. 4X4 PICK UP TRUCK/BURGUNDY	1GCEK14047Z512379	2007	2/16/2007	27,611	EDD ROGERS CHEV.	GY2042
3	FORD 4X4 PICK UP TRUCK/WHITE	1FTEF14H5SLB77543	2007	2/16/2007	27,611	EDD ROGERS CHEV.	GY2043
4	FORD 4X4 F-150R W/WHITE PICK-UP	1FTRF18LXYNB92777	1995	12/18/1995	17,480	HERITAGE FORD	GP8217
5	CHEV. CC15703 PICK-UP/WHITE	3GCEC12X76G179278	2000	5/9/2000	21,462	HERITAGE FORD	GU0746
6	CHEV. GC 3/4 TON (WHITE)/MILLER WELDER	1GBGC24KXME158842	2006	4/16/2008	9,899	ED ROGERS CHEV	GY9849
7	GMC DUMP TRUCK/WHITE	1GDM7H1J6MJ520377	1991	5/14/2003	5,000	RED BARN	324
8	GMC DUMP TRUCK/WHITE	1GDM7H1JOMJ520293	1991	6/11/1991	30,875	NACARATO	GN0702
9	CHEV. DUMP TRUCK/OX BED	1GBP7C1C44F504174	1991	6/11/1991	30,875	NACARATO	GN0703
10	CHEV. 2CH PICK-UP TR/WHITE	1GCHC24U75E192191		C7CO42/04	46,840	REEDER CHEV.	GV7263
11	FORD DT/WH/ROGERS BED/SPREADER GATE/VALT PLOW-SN17150	1FDYF80C3WVA24245	2005	9/29/2003	9,500	RICK'S AUTO SALES	GY9849
12	MACK TANDUM/ROGERS DUMP BODY	1M2P264C13MO34358	1998/F-800	4/15/2008	49,916	MID TN. FORD	GS5232
14	FORD PICK-UP TRUCK/WHITE/F-15/JUNKED/SOLD AT AUCTION	1FTDF15H3KNB86272	2003/RD690S	5/2/1997	76,750	MACK/NASH	GV4261
15	SRECO-SEWER/TILE CLEANER/SN.WMTR-972340 HV2060TR/L/D/P	4H5W31724VL972340		10/18/2002	12,565	HERITAGE FORD	GM2836
16	FORD DT/WH/ROGERS BED/SPREADER GATE/VALT PLOW-SN21966	1FDYF80C0WVA24526	1989	8/22/1989	25,303	SRECO EQUIP. CO.	
17	CATERPILLAR 216 SKID STEER/BOBCAT	1FDYF80C0WVA24526	1997	12/2/1997	49,916	MID TN FORD	GS5233
18	CATERPILLAR 216 SKID STEER/BOBCAT	1GCEK14T5YE226236	1998/F-800	10/16/1997	7,900	CARLEN MOTORS	GT2018
19	INGERSOLL RAND ROLLER DD22/145473	4NZ-01280	2000	2/14/2000	21,748	THOMPSON	
20	FORD DT/WH/ROGERS BED/SPREADER GATE/VALT PLOW SN: 17150	6156145473	2000	6/22/2000	24,900	INGERSOLL RAND	
21	FORD DT/WH/ROGERS BED/SPREADER GATE/VALT PLOW SN: 17151	1FDXF80C7SVA38946	DD22	4/25/1996	44,798	MID TN FORD	GP8183
22	MACK DUMP TUCK/WHITE/ROGERS BED	1FDXF80C9SVA38947	1995/F-80	1/26/1995	44,768	MID TN FORD	GP8184
23	MACK DUMP TRUCK/WHITE/ROGERS BED	1M2P179C8JWOO2073	1995/F-80	1/26/1995	57,659	NEELY COBLE CO	GL7518
24	MACK DUMP TRUCK/WHITE/ROGERS BED/JUNKED/SOLD AT AUCTION	1M2P264C62MD033916	1988	3/31/1988	75,028	MACK NASHVILLE	GU5
25	6640 FORD TRACTOR/TIGER MOWER/SIDE MOUNT	1M2P179C6JWDO2072	2001	5/3/2001	57,659	NEELY COBLE CO.	GL7525
26	GMC CAB AND CHASSIS/BLACK ROSCO DISTRIBUTOR	1M2P179C6JWDO2072	1988	4/21/1988	26,000	CHEROKEE EQUIP.	
27	GMC PICK-UP TRUCK LIME GREEN/MILLER WELDER/SN:LE077996/301P	T-4387 HP/BD76929	1994	6/30/1994	6,989	WOODFORD	GF3653
28	MACK DRUMP TRUCK/ROGERS BODY	TCE675V597114	1975	5/14/1975	7,900	TN GEN SRS	GT5218
29	MACK DUMP TR/LOW BOY/PHELAN SN 2455/JUNKED/SOLD AT AUCTION	1GDGC34K5PE554758	1993	8/11/1998	89,659	WORLD WIDE	GX8230
30	DODGE PICK-UP TRUCK/WHITE	1M2AG11C36M043355	2006	9/29/2005	47,655	NEELY COBLE	GJ1841
31	TRAILER 10K/20X5 PINTLE AIR BRAKES	1M2N162Y2CA085751	1982	2/11/1983	3,800	STATE SURPLUS	GW1522
32	FORD 4FD CB WITH FONTAINE DUMP BODY	1B7HC16X715679100	2001	2/7/2005	10,100	B. J. TRILERS	GV7226
33	CHEVROLET 2WD REGULAR CAB TON TRUCK/RIGSBY FLAT BED	1A9FB25223L429414	2003	4/4/2003	28,759	HERITAGE FORD	GU0748
34	CHEVROLET C4C CB/ROGERS DUMP BED	1FDXF46S3YED71662	2000	6/5/2000	28,246	BILL HEARD CHEV.	GX5066
35	12 CAT GRADER	1GBE4C1EX5F534640	2005	8/5/2005	32,094	BILL HEARD CHEV.	GX5067
36	1997 GMC PICK-UP/SKI	1GBE4C1E15F532260	2005	8/8/2005	82,480	THOMPSON	
		61M16059	1995	5/24/1995	4,500	STATE SURPLUS	GX8226
		1GTEK14R2VZ542718	1997	9/19/2005			

PUTNAM COUNTY HIGHWAY DEPARTMENT EQUIPMENT INVENTORY JUNE 30, 2008

NO.	DESCRIPTION	MOTOR/SERIAL NO.	YEAR/MODEL	PURCHASED	PRICE	PURCHASED FROM	LICENSE
37	1995GMC XX ROAD TRACTOR	1GDT9C4J3FV618380	1985	9/19/2005	8,000	STATE SURPLUS	GX8225
38	1998 DODGE PICK-UP	1B7HC16Y8WS703887	1998	9/19/2005	7,100	STATE SURPLUS	GX8224
39	T1192 BETTER BUILT TRAILER/93/BIG TRAILER	1A9FB256WL429374	1998	1/4/1999	5,000	B.J.S' TRAILERS	GV4325
40	CAT BACKHOE	BFP05812	416D/4WD	5/24/2002	49,401	THOMPSON	
41	ROGERS LOW BOY TRAILER	1RBH462066AR24883	2005/SP35PL98	12/5/2005	40,335	THOMPSON	GX8260
42	NEW HOLLAND TRACTOR/TIGER MOWER SIDE MOUNT	312802M/T5329	5610S/TM60C	6/13/2001	33,500	CHEROKEE EQUIP	
43	JOHN DEERE TRACTOR/DIAMOND SIDE MOUNT MOWER	LV5425R247040/3230	5425/DSR-60C	10/19/2006	33,635	JOHN DEERE	
44	JOHN DEERE TRACTOR/TIGER BOOM MOWER	L06420P363647/TB5229	2003/6420	2/27/2003	56,744	PUTNAM FARM	
45	76 TOTEM ALL TRAILER/LONE STAR/JUNKED/SOLD AT AUCTION	KHF-BB553	1976	5/20/1976			
46	CAT POWER SHIFT LOADER 966	76J14144/3N83210	966-C	5/10/1979	85,110	THOMPSON	
47	CAT TRACK-LOADER 963-C	0BBO0404/963C	2004	2/17/2004	189,645	THOMPSON	
48	JOHN DEERE TRACTOR/DIAMOND SIDE MOUNT MOWER	LV5425R247038/3231	5425/DSR-60C	10/19/2006	33,635	JOHN DEERE	
49	MACK DUMP TRUCK/ROGERS BED/WHITE	2M2P264C0PC012115	1993	9/18/1992	62,816	NEELEY COBLE	GN7555
50	GMC 1 TON CHASSIS FLAT BED	1GDKC34FX022820	1999	11/30/1998	25,755	WOODFORD	GT5236
51	NEW HOLLAND TS100 TRACTOR+B66	121615B	1999	6/22/1999	48,461	HIX BROS.	
51	DIAMOND MOWER (BOOM)	DBR-50/TS100	2005	2/7/2005	15,695	DIAMOND MOWERS	
52	ROSCO BROOM SWEPER RB48	36616	2000	6/5/2000	17,750	FURROW JUSTIC	
53	ECONOLINE 21' B7TILT PINTLE HITCH TRAILER	42ETPFG2371001044	2007	11/8/2007	5,800	THE TRAILER STORE	
54	FORD ONE TON F3D/WHITE (TIRE TRUCK)	1FDWF36F6YEB47861	2000	11/11/1999	22,065	HERITAGE FORD	GT1988
54	3030 HAUL BODY	SN:3030991013	2000	11/11/1999	27,193	NICHOLS FLEET	
55	GMC 4X4 NK1 PICK-UP TRUCK/WHITE/CHANGED NO. FROM 1	1GTEK14TX42200105	2004	11/18/2003	21,173	WOODFORD MOTORS	GV7272
56	CHEV. PICK UP TRUCK 4X4/GRAY /JUNKED/SOLD AT AUCTION	1GCEV14K7HS155606	1987	1/27/1994	4,000	TN. GN. SERVICES	GP2335
56	ON TRUCK #56/VEE PRO SALT SPREADER	SP-8000/F1812011	2007	12/6/2008	3,595	D. & M. DIST.	
57	CHEV. PICK UP TRUCK 4X4/GREEN/JUKED/SOLD AT AUCTION	1GCEV14HXHF371947	1987	1/27/1994	3,300	TN. GN. SERVICES	GP2336
58	CHEV. PICK UP TRUCK/WHITE	1GCEC14Z4RZ254587	1994	4/27/2001	9,100	TN. GN. SERVICES	GU5204
59	CHEV. PICK UP TRUCK 4X4/LIGHT BLUE	1GCEK14H4RZ268337	1994	4/30/2001	10,500	TN. GN. SERVICES	GU5203
60	JOHN DEERE 6430 TRACTOR	527430	2007	5/17/2007	45,810	JOHN DEERE	
60	DIAMOND MOWER BOOM MOUNT	3715/DBR50CA	2007	5/17/2007	18,565	DIAMOND	
63	CAT DOZER/CAT ENGINE #3306	04X09367/08Z33054	D6D/3306	6/21/1984	82,208	THOMPSON	
65	CAT 12G GRADER 3306 CAT ENGINE	5T3912/2W0819	12G/61M10620	7/24/1984	92,792	THOMPSON	
66	CAT 312CL HYDRAULIC EXCAVATOR	OCBA04105	312CL	9/4/2007	116,286	THOMPSON	
67	CAT BACKHOE	94-1896/SN08ZK03926	416B	1/12/1995	42,998	THOMPSON	
69	AIR TRACK/RR66 DRIFTER GARDNER-DENVER COMPRESSOR	SNR28110/SN8531019	D800	7/16/1985	101,849	A. E. FINLEY	
74	NEW HOLLAND TRACTOR/TIGER SIDE MOUNT MOWER	312621M/T5328	5601S/TM60C	6/13/2001	33,500	CHEROKEE EUIP.	
78	INGERSOLL RAND AIR COMPRESSOR JOHN DEERE DIESEL	SN168402/U88329	P185WJD	6/28/1988	8,978	WILSON-WEESNER	

PUTNAM COUNTY HIGHWAY DEPARTMENT EQUIPMENT INVENTORY JUNE 30, 2008

NO.	DESCRIPTION	MOTOR/SERIAL NO.	YEAR/MODEL	PURCHASED	PRICE	PURCHASED FROM	LICENSE
80	CAT RUBBER TIRE LOADER/3/4 YD. BUCKET	SN05NN00354	924F	2/16/1996	70,759	THOMPSON	
83	FORD TRACTOR/TIGER MOWER/SIDE MOUNT	BB97606/T3460	5610	6/1/1989	24,100	CHEROKEE	
84	FORD TRACTOR/TIGER MOWER/SIDE MOUNT	BB97607/TC461	5610	6/1/1989	24,100	CHEROKEE EQUIP	
86	FRUEHAUF TANK-TRAILER/RED	1D12707	MODEL 10-56			DONATED	
87	HYUNDAI FORK LIFT	H82043237	HDF2011/2004	4/21/2004	18,715	BAILY COMPANY	
91	HENDERSON CHIEF SALT SPREADER	SN 1551	TGSII	6/25/1992	2,450	CMI EQUIP. SALES	
92	HENDERSON CHIEF SALT SPREADER	D088585B/T-4631	TGSII	6/25/1992	2,450	CMI EQUIP. SALES	
94	FORD TRACTOR/TIGER MOWER/SIDE MOUNT	DD65/SR-149979	6640	2/23/1996	30,500	CHEROKEE EQUIP	
96	INGERSOLL RAND ROLLER	1GDM7C1C96F429954	1997	6/30/1997	63,955	INGERSOLL RAND	
97	GMC 2.5 TON/PATCHING BODY	1420761	2006 TC7	3/11/2008	105,355	H. D. INDUSTRIES	
98	WACKER FLOOR SAW	SN740-202	BFS1350ALS	9/29/2003	4,608	THOMPSON	GY9834
99	ATHEY DIRT LOADR/FORCE FEED/28' CONVEYOR	SN764		10/22/1998	95,995	CMI EQUIP. SALES	
100	VERMEER BRUSH CHIPPER	15652/T05108-0	2003/BC1400	6/24/2003	21,494	VERMEER OF TN.	
101	USED MONO TRAILER	AVH744109/33296T-0	1970	5/8/2000	1,200	EAGLE FURNITURE	
102	USED FREUHAUF TRAILER		1970	5/8/2000	2,000	EAGLE FURNITURE	

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

The Chairman asked for a voice vote on the motion to approve the inventory list for the Putnam County Highway Department. The motion carried.

**MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL TO
RENOVATE THE BASEMENT OF THE HEALTH DEPARTMENT FOR THE
VETERANS HALL / ARCHIVES DEPARTMENT – RIGHT SIDE ONLY**

Commissioner Jere Mason moved and Commissioner Gene Mullins seconded the motion to approve the renovation of the basement of the Health Department for the Veterans Hall / Archives Department on the right side only.

(SEE ATTACHED)

The Chairman or discussion on the motion. There was

The Chairman asked for the Commissioners to vote on the motion for the renovation of the base of the Health Department for the Veterans Hall / Archives Department right side only. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jere Ford
Scott McCanless
Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

The Clerk announced eighteen (18) voted for, six (6) against, and zero (0) absent. The motion carried.

FISCAL REVIEW COMMITTEE

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND
IN THE AMOUNT OF \$6,044**

Commissioner Sue Neal moved and Commissioner Eris Bryant seconded the motion to approve budget amendments to the County General Fund in the amount of \$6,044.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department: Contributions to other Agencies

County General Fund

Date: November 5, 2008

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended</u>
101	58500-316	Contributions-UCHRA					
101	#39000	Fund Balance			6,044		
				6,044			0

Explanation: See attached memo-Kim Blaylock's request

Requested By: Kim

Recommended for Approval:
Official/Department Head _____

Action by Fiscal Review Committee
Recommended
Not Recommended
Date _____

Action by County Commission
Approved
Not Approved
Date _____

We served approximately 38,334 congregate meals through November with 116 serving days remaining in FY'09. In November, we averaged serving 450 meals per day with a projection of 52,200 meals through June 30, 2009. $38,334 + 52,200 = 90,534 \text{ meals projected to serve in FY'09}$. In FY'09, we projected 77,498 meals for the entire year which will throw us over 13,036 meals through the end of the year. The cost for the additional 13,036 meals is \$67,917.56. The Upper Cumberland Development District approved an additional \$30,000.00 but even with the additional funding, we still need \$37,917.56. We either need to come up with the additional funding of \$37,917.56 or place a cap on the number of meals served at the congregate sites.

The Total Congregate Meal Program budget, which includes the additional \$30,000.00, is \$433,764.00 divided by the meal cost of \$5.21 per meal = 83,256 projected meals for the year. With the additional funding of \$30,000.00, it increases our units of service from 77,498 to 83,256. We expect an overage of 7,278 meals which will cost an additional \$37,918.38. In order to stay within budget, December 1, 2008 we need to place a cap on the number served at the congregate sites by 14% which will reduce our daily number served from 450 to 387 for a total reduction of 7,308 meals for the remainder of the year. If we begin implementing the cap immediately, we should serve approximately 83,226 for the year and stay within budget.

COUNTY	DAILY AVERAGE # SERVED	REDUCED BY 14%
Cannon	49	
Clay	20	42
Cumberland	13	17
DeKalb (Alex.)	13	11
DeKalb (Liberty)	17	11
DeKalb (Smithville)	6	15
Fentress	62	5
Jackson (Grandview)	21	53
Jackson (Fairview)	16	18
Macon	11	14
Overton	24	9
Pickett	37	21
Putnam (Algood)	11	32
Putnam (Cookeville)	64	9
Smith	28	55
Van Buren	5	24
Warren	24	4
White	28	21
TOTAL	449	24

385

The above averages were taken from July thru November.

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked for a vote on the motion to approve budget amendments to the County General Fund as presented.

The Commissioners voted as follows:

FOR

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

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

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

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENT TO THE GENERAL CAPITAL
PROJECT FUND IN THE AMOUNT OF \$39,000 FOR DESIGN DEVELOPMENT
AND CONSTRUCTION DOCUMENTS FOR THE ADDITION AND
RENOVATION OF THE PUTNAM COUNTY LIBRARY (THIS COMES
WITHOUT RECOMMENDATION FROM THE FISCAL REVIEW COMMITTEE.
VOTE 6 TO 6)**

Commissioner Sue Neal moved and Commissioner Eris Bryant seconded the motion to approve budget amendments to the General Capital Project Fund in the amount of \$39,000 for design development and construction documents for the addition and renovation of the Putnam County Library.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department **Capital Projects Fund**

Date: **December 3, 2008**

Fund #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Amount Requested	Amount Expended (Received) YTD
#171	91150-791	Library Renovation Project <i>See Letter From Diane Duncan</i>	0		39,000	39,000	
#171	91150-791	Senior Citizens Center Monterey-Sewer Project	0		7,500	7,500	
#171	91130-706	Public Safety Project <i>Fire Building-Boma</i>	0		150,000	150,000	
#171	39000	Fund Balance		196,500			

AMENDMENT BELOW ALREADY APPROVED IN OCTOBER

#171	91190-705	General Gov't Projects Bridge Construction-Baxter	0		2,500	
#171	39000	Fund Balance		2,500		

Explanation: **Capital Project request for 2009**

Requested By: Kim
Supervisor

Recommended for Approval:
Official/Department Head _____

Action by Fiscal Review Committee
Recommended _____
Not Recommended _____
Date _____

Action by County Commission
Approved _____
Not Approved _____
Date _____

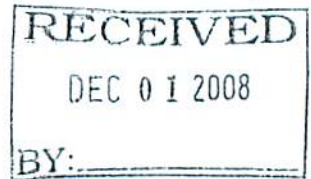


Putnam County Library System

50 E. Broad Street • Cookeville, TN 38501-3210

Phone: (931) 526-2416 • Fax: (931) 372-8517

November 25, 2008



Kim Blaylock
Putnam County Executive
300 E. Spring St.
Cookeville, TN 38501

Dear Kim:

The Putnam County Library Board request \$39,000 to pay half the cost of the design development and 15% of construction documents for the addition and renovation of the Putnam County Library. The total cost of these documents for the project is \$78,100. The city of Cookeville and the Library will pay the remaining cost of \$39,100.

Sincerely,

Diane Duncan
Library Director

The Chairman asked for discussion on the motion to approve budget amendments to the General Capital Project Fund in the amount of \$39,000 for design development and construction documents for the addition and renovation of the Putnam County Library. The Commissioners discussed the motion.

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

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jere Ford
Scott McCanless
Andy Honeycutt
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Gene Mullins
Jere Mason
Bill Walker
Ron Chaffin

AGAINST

Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Mike Medley
Kevin Maynard
Mike Atwood

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

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENT TO THE GENERAL CAPITAL
PROJECT FUND IN AN AMOUNT OF \$7,500 FOR THE SENIOR CITIZENS
CENTER IN MONTEREY FOR THEIR SEWER PROJECT**

Commissioner Sue Neal moved and Commissioner Andy Honeycutt seconded the motion.

(SEE ATTACHED)

Putnam County Budget Amendment Transfer Authorization Form

Department **Capital Projects Fund**

Date: **December 3, 2008**

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended (Received) YTD</u>
#171	91150-791	Library Renovation Project See Letter From Diane Duncan	0				
#171	91150-791	Senior Citizens Center Monterey-Sewer Project	0		39,000	39,000	
#171	91130-706	Public Safety Project Fire Building-Boma	0		7,500	7,500	
#171	39000	Fund Balance	0		150,000	150,000	
							196,500

AMENDMENT BELOW ALREADY APPROVED IN OCTOBER

#171	91190-705	General Gov't Projects Bridge Construction-Baxter	0				
#171	39000	Fund Balance			2,500		
							2,500

Explanation: Capital Project request for 2009

Requested By:
Supervisor Kim

Recommended for Approval:
Official/Department Head _____

Action by Fiscal Review Committee
Recommended _____
Not Recommended _____
Date _____

Action by County Commission
Approved _____
Not Approved _____
Date _____

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked for a vote on the motion recommending approval of Budget Amendment to the General Capital Project Fund in an amount of \$7,500 for the Senior Citizens Center in Monterey for their sewer project. The Commissioners voted as follows:

FOR

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

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

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

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENT TO THE GENERAL CAPITAL
PROJECT FUND IN AN AMOUNT OF \$150,000 FOR THE CONSTRUCTION
OF A FIRE BUILDING IN BOMA**

Commissioner Sue Neal moved and Commissioner Eris Bryant seconded the motion to approve the budget amendment to the General Capital Project Fund in an amount of \$150,000 for the construction of a fire building in Boma.

(SEE ATTACHED)

Putnam County Budget Amendment/Transfer Authorization Form

Department **Capital Projects Fund**

Date: **December 3, 2008**

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended (Received) YTD</u>
#171	91150-791	Library Renovation Project See Letter From Diane Duncan	0		39,000	39,000	
#171	91150-791	Senior Citizens Center Monterey-Sewer Project	0				
#171	91130-706	Public Safety Project Fire Building-Boma	0		7,500	7,500	
#171	39000	Fund Balance			150,000	150,000	
				196,500			

AMENDMENT BELOW ALREADY APPROVED IN OCTOBER

#171	91190-705	General Gov't Projects Bridge Construction-Baxter	0		2,500		
#171	39000	Fund Balance			2,500		

Explanation: Capital Project request for 2009

Requested By: Kim
Supervisor

Recommended for Approval:
Official/Department Head _____

Action by Fiscal Review Committee
Recommended _____
Not Recommended _____
Date _____

Action by County Commission
Approved _____
Not Approved _____
Date _____

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

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

FOR

David Randolph
Bob Duncan
Jim Martin
Johnnie Wheeler
Mike Medley
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Ron Chaffin

ABSTAIN

Jere Ford
Reggie Shanks

AGAINST

Larry Epps
Scott McCanless
Andy Honeycutt
Marson McCormick
Anna Ruth Burroughs
Joel Cowan
Joe Trobaugh
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood

The Clerk announced ten (10) voted for, twelve (12) against, two (2) abstained, and zero (0) absent. The motion failed.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF BUDGET AMENDMENT TO THE GENERAL CAPITAL
PROJECTS FUND IN AN AMOUNT OF \$2,500 FOR MATCHING FUNDS FOR
THE BRIDGE CONSTRUCTION IN BAXTER**

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion.

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

MOTION RE: TO DEFER TO DETERMINE THE AMOUNT TO FIX THE BRIDGE AT BAXTER BEFORE APPROVAL BY THE COUNTY COMMISSION

Commissioner Mike Atwood moved and Commissioner Jere Mason seconded the motion to defer to determine the amount to fix the bridge at Baxter before approval by the County Commission.

The Chairman asked for a vote on the motion and the Commissioners voted as follows:

FOR

Larry Epps
Jim Martin
Scott McCanless
Andy Honeycutt
Marson McCormick
Joel Cowan
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood

AGAINST

David Randolph
Bob Duncan
Jerry Ford
Johnnie Wheeler
Anna Ruth Burroughs
Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Ron Chaffin

ABSTAIN

Reggie Shanks

The Clerk announced thirteen (13) voted for, ten (10) against, one (1) abstained, and zero (0) absent. The motion carried.

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

Commissioner Sue Neal moved and Commissioner Bob Duncan seconded the motion to approve Budget amendments to the General Purpose School Fund as presented.

(SEE ATTACHED)

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

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

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

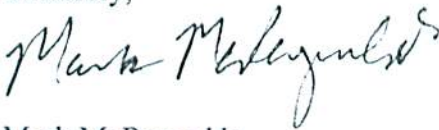
December 1, 2008

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

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

Sincerely,



Mark McReynolds
Putnam County Board of Education

Enclosures: Budget approved carryover funds for the USDA Grant - \$9,826.25

Set up lease payments due TTU Foundation for Prescott Central Middle
School - \$81,875.03

Reallocate curriculum funds to better appropriate funds - \$2,000.00

Reallocate school maintenance funds to purchase furniture - \$987.00

Establish additional funding for Adult Education for additional State funds
- \$ 5,768.00

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 4-Dec-08

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Increase	Requested Approval Amount	Amount Expended (Received) YTD
1	141	49800	Transfers In					
2	141	72610-330	Operating Lease Payments			81,875.03	81,875.03	
3	141				81,875.03		81,875.03	
4	141						-	
5	141						-	
6							-	
7							-	
8							-	
9							-	
10							-	
							-	
							-	
				-	81,875.03	81,875.03	-	-

Explanation: Set up 2008-09 Lease payments due to the TTU Foundation for Lease of Prescott Central Middle School

To be transferred out of the 178 Fund (Proceeds from Prescott Middle School Fund)

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

Reviewed by: Mark McHenry
 Chief Financial Officer

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

Action by County Commission: Approved Not Approved Date: _____

Department: Curriculum

55

			7,000.00	2,000.00	
Explanation:	<u>Reallocation of Curriculum funds to better appropriate funding in the curriculum area</u>				

Sharon Briggs
Supervisor Sharon Briggs
Mark Melnyk 11/24/08
Chief Financial Officer

Official / Department Head

Mark McDonald 11/24/08
Chief Financial Officer

Date: _____

Date: _____

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: _____ 4-Dec-08

Item #	Fund #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount	Amount Expended (Received) YTD
1	141	72620-499-PARKV	Maintentnace Supplies and Materials	4,440.00	987.00		3,453.00	1,929.00
2	141	71100-722-MATER	Regular Instruction Equipment	95,092.00		987.00	96,079.00	66,728.37
3	141						-	
4	141						-	
5	141						-	
6							-	
7							-	
8							-	
9							-	
10							-	
				99,532.00	987.00	987.00	99,532.00	68,657.37

Explanation: To reallocate School Maintenance Funds to Purchase Furniture

Requested by: _____

Supervisor

Recommended for Approval: _____

Reviewed by: _____

Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee Recommended for Approval

No Recommendation

Action by County Commission: Approved

Not Approved

Date: _____

Date: _____

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: _____

DATE: 4-Dec-08

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Increase	Requested Approval Amount	Amount Expended (Received) YTD
1	141	47120- NEWAD	Adult Basic Education (Revenue)					
2	141	71600-116-NEWAD	Teachers			5,768.00	5,768.00	
3	141	71600-201-NEWAD	Social Security		5,056.55		5,056.55	
4	141	71600-204-NEWAD	State Retirement		313.51		313.51	
5	141	71600-212-NEWAD	Employer Medicare Liability		324.63		324.63	
6					73.31		73.31	
7							-	
8							-	
9							-	
10							-	
							-	
							-	
				-	5,768.00	5,768.00	-	-

Explanation: Adult Education Additional Contract for Performance Money

Requested by: _____ Recommended for Approval: _____
 Supervisor
 Reviewed by: Mark McRaynolds 11/24/08 _____
 Chief Financial Officer Official / Department Head

Action by Fiscal Review Committee Recommended for Approval No Recommendation

Action by County Commission: Approved Not Approved

Date: _____

Date: _____

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department:

DATE: 12/4/08

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Increase	Requested Approval Amount
1	141	47590-USDA	Revenue	-		9,826.25	9,826.25
2	141	71200-163-USDA	Assistants	-	2,895.00		2,895.00
4	141	71200-201-USDA	Social Security	-	179.00		179.00
5	141	71200-204-USDA	State Retirement	-	283.00		283.00
8	141	71200-210-USDA	Unemployment Compensation	-	35.00		35.00
9	141	71200-212-USDA	Employer Medicare	-	42.00		42.00
10	141	71200-429-USDA	Instructional Materials and Supplies	-	3,690.44		3,690.44
11	141	72710-350-USDA	Rental		2,701.81		2,701.81
TOTAL					9,826.25	9,826.25	

Explanation: To budget approved carryover funds for the USDA Grant.

Requested by:

Supervisor

Recommended for Approval:

Official / Department Head

Reviewed by:

Mark McQuinn
Business Manager OR Assistant Director for Personnel & Business

Action by Fiscal Review Committee:

Recommended for Approval

No Recommendation

Date:

Action by County Commission:

Approved

Not Approved

Date:

85

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked for a vote on the motion to approve budget amendments to the General Purpose School Fund as presented. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason

ABSTAIN

Andy Honeycutt

The Clerk announced nineteen (19) voted for, four (4) against, one (1) abstained, and zero (0) absent. The motion carried.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL
FOR THE BOARD OF EDUCATION TO USE INTEREST EARNINGS ON
PROCEEDS FROM INSURANCE ON THE JERE WHITSON FIRE TO GO TO
THE GENERAL PURPOSE SCHOOL FUND**

Commissioner Sue Neal moved and Commissioner Greg Rector seconded the motion.

(SEE ATTACHED)

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

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

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

December 2, 2008

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval to hear a request from the Board of Education to allow interest earned on the proceeds from the insurance on the Jere Whitson fire and the proceeds from the sale of Prescott Central Middle School benefit the General Purpose School Fund (141).

Sincerely,



Kathleen Airhart, Ed.D
Director of Schools

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked the Commissioners to vote on the motion to recommend approval for the Board of Education to use interest earnings on proceeds from insurance on the Jere Whitson fire to go to the General Purpose School Fund. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Reggie Shanks
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Anna Ruth Burroughs
Joel Cowan
Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason

The Clerk announced eighteen (18) voted for, six (6) against, and zero (0) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL FOR THE BOARD OF EDUCATION TO USE INTEREST
EARNINGS ON THE PROCEEDS FROM THE SALE OF PRESCOTT
CENTRAL MIDDLE SCHOOL TO GO TO THE GENERAL PURPOSE SCHOOL
FUND**

Commissioner Sue Neal moved and Commissioner Greg Rector seconded the motion.

(SEE ATTACHED)

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

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

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

December 2, 2008

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval to hear a request from the Board of Education to allow interest earned on the proceeds from the insurance on the Jere Whitson fire and the proceeds from the sale of Prescott Central Middle School benefit the General Purpose School Fund (141).

Sincerely,



Kathleen Airhart, Ed.D
Director of Schools

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked the Commissioners to vote on the motion to recommend approval for the Board of Education to use interest earnings on proceeds from the sale of Prescott Central Middle School to go to the General Purpose School Fund. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Anna Ruth Burroughs
Joel Cowan
Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason

ABSTAIN

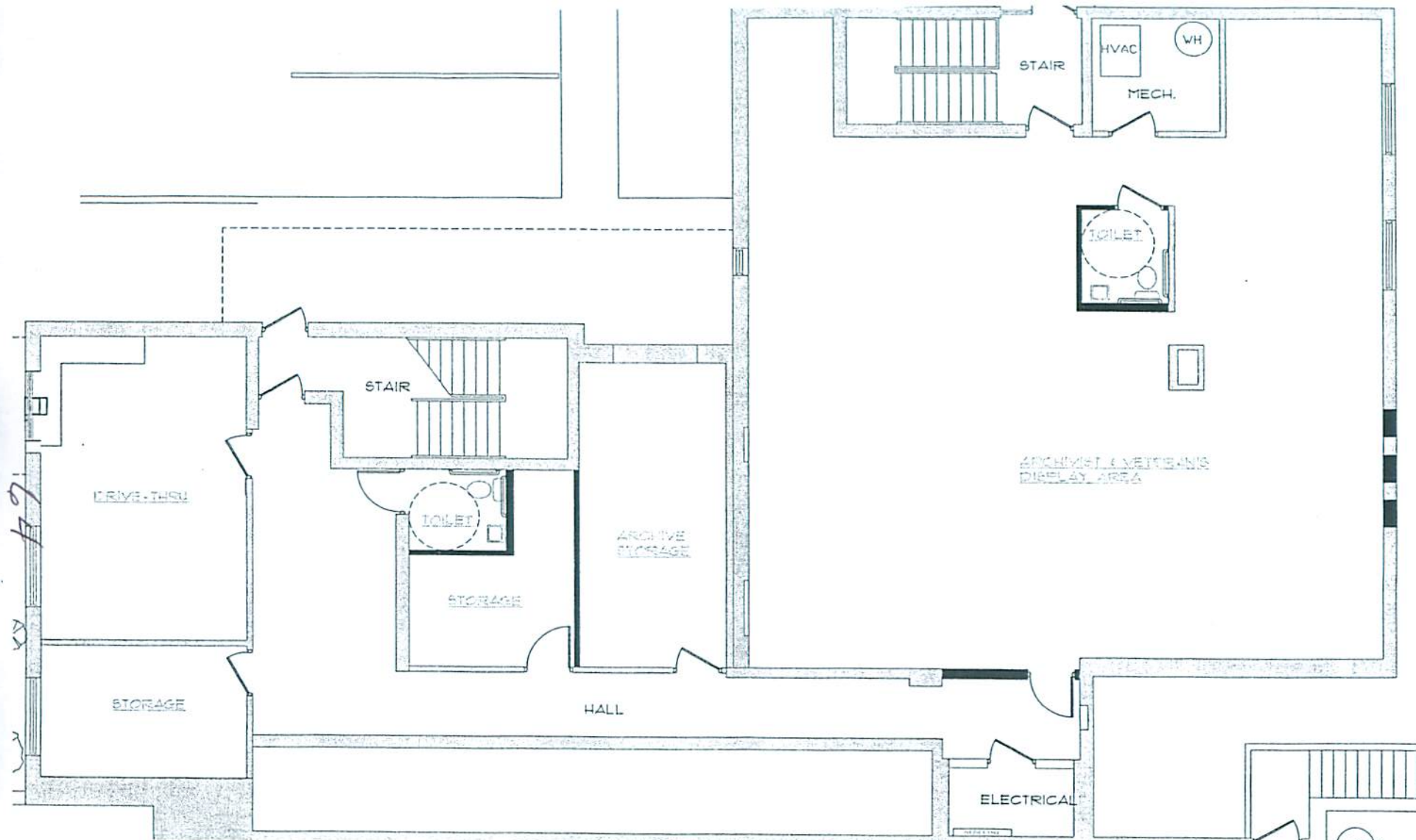
Reggie Shanks

The Clerk announced seventeen (17) voted for, six (6) against, one (1) abstained, and zero (0) absent. The motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF A RESOLUTION FOR TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM TO AUTHORIZE AND APPROPRIATE FUNDS FOR
AN ACTUARIAL STUDY FOR PRIOR YEAR SERVICE CREDIT**

Commissioner Sue Neal moved and Commissioner Johnnie Wheeler seconded the motion.

(SEE ATTACHED)



REVISED FLOOR PLAN

Tennessee Consolidated Retirement System

A RESOLUTION

to authorize and appropriate funds for an actuarial study of the cost(s) associated with allowing current and former county judges and county officials to establish prior service credit in the Tennessee Consolidated Retirement System pursuant to Tennessee Code Annotated, Section 8-35-116(b)(2).

WHEREAS, Tennessee Code Annotated, Section 8-35-116(b) authorizes any person elected or appointed in a full-time position as a county judge or county official, as such terms are defined in Tennessee Code Annotated, Section 8-34-101, to participate in the Tennessee Consolidated Retirement System (the "Retirement System") while serving as such; and

WHEREAS, Tennessee Code Annotated, Section 8-35-116(b) further authorizes the governing body of the respective county to pass a resolution authorizing its current and former county judges and county officials who joined the Retirement System pursuant to said Section to establish credit in the Retirement System for previous service rendered to that county as full-time county general employees, county judges or county officials, if the county authorizes the credit and assumes the liability for such service; and

WHEREAS, four (4) conditions must be met prior to allowing such members to make the above election. Said conditions are as follows:

- (1) The county authorizes and pays for the cost of an actuarial study to determine the liability associated with the granting of such prior service;
- (2) The member files with the county, within thirty (30) calendar days of the passage of the resolution authorizing the study, a notice of the member's intention to establish such prior service. Any member who fails to file the notice of election within the thirty (30) day period shall not later be eligible to establish such prior service;
- (3) Following the review of the cost of granting such prior service, the chief governing body of the county passes a resolution authorizing the service for such members, and accepting liability therefor; and
- (4) Any such member making the above election pays to the Retirement System the employee contributions the member would have made had the member been a member of the Retirement System during the period claimed, plus interest at the rate provided in Section 8-37-214; and

WHEREAS, _____ elects to pay for the actuarial calculations based on the following:

- (1) Accepting the unfunded liability if the respective members elect to establish ____ years of prior service.
- (2) Accepting the unfunded liability if the respective members elect to establish ____ years of prior service.

NOW, THEREFORE, BE IT RESOLVED, that the _____ of
(Name of Governing Body)

_____, Tennessee hereby authorizes an actuarial study to determine the liability associated with allowing the above provisions and accepts responsibility for the cost of such study.

STATE OF TENNESSEE

COUNTY OF _____

I, _____, clerk of the _____ of
(Name of Governing Body)

_____, Tennessee do hereby certify that this is a true and exact copy of the foregoing resolution that was approved and adopted at a meeting held on the _____ day of _____, 2008, the original of which is on file in this office. I further certify that _____ members voted in favor of the resolution and that _____ members were present and voting.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of _____ County, Tennessee.

As Clerk of the Board, as aforesaid

The Chairman asked for discussion on the motion. There was no discussion.

The Chairman asked the Commissioners to vote on the motion to recommend approval of a Resolution for Tennessee Consolidated Retirement System to authorize and appropriate funds for an actuarial study for prior year service credit. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Joel Cowan

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

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS
APPROVAL OF THE RESOLUTION TO LEVY ADDITIONAL LITIGATION TAX
FOR PUTNAM COUNTY**

Commissioner Sue Neal moved and Commissioner Andy Honeycutt seconded the motion.

(SEE ATTACHED)

RESOLUTION NO. _____
TO LEVY AN ADDITIONAL LITIGATION TAX
IN _____ COUNTY

WHEREAS, Chapter 1187 of the Public Acts of 2008 amends T.C.A. § 67-4-601(b), to authorize counties, by a two-thirds majority vote of the county legislative body, to levy a local privilege tax not in excess of fifty dollars (\$50) on litigation in all civil and criminal cases instituted in the county, other than those instituted in municipal courts, such tax to be in addition to all other privilege taxes on litigation authorized by law; and

WHEREAS, Chapter 1187 of the Public Acts of 2008 requires that the proceeds of this tax be used exclusively for purposes of jail or workhouse construction, re-construction or upgrading, or to retire debt, including principal and interest and related expenses, on such construction, re-construction or upgrading, or for courthouse renovation, except that up to twenty-five dollars (\$25) per case may be used for courthouse security; and

WHEREAS, the current litigation tax collected pursuant to T.C.A. § 67-4-601(b) in _____ County is _____ dollars (\$____) [THIS IS ONLY THE AMOUNT OF THE LITIGATION TAX CURRENTLY LEVIED FOR THE JAIL/COURTHOUSE, NOT ALL OTHER LITIGATION TAXES. WILL BE EITHER \$0, \$10 OR \$25]; and

WHEREAS, the Board of County Commissioners of _____ County has determined that _____ County is in need of additional revenues for these authorized purposes and therefore desires to increase the litigation taxes authorized by T.C.A. § 67-4-601(b) for all civil and criminal cases in _____ County:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of _____ County, Tennessee, meeting in regular session on this the ____ day of ____, 2008, in _____, Tennessee, that:

Section 1. Effective on the first day of the month following the final passage of this resolution, the local litigation taxes on civil and criminal cases in _____ County authorized by T.C.A. § 67-4-601(b) shall be increased from _____ dollars (\$____) [SAME AMOUNT AS ENTERED INTO THIRD PARAGRAPH ABOVE] to _____ dollars (\$____) [NOT TO EXCEED \$50].

Section 2. The clerks of court of _____ County are instructed to collect this litigation tax on civil and criminal cases in the same manner as all other litigation taxes.

Section 3. Such revenues shall be used exclusively for the purpose of jail or workhouse construction, re-construction or upgrading, or to retire debt, including principal and interest and related expenses, on such construction, re-construction or upgrading or for courthouse renovation, except for _____ dollars (\$____) per case [NOT TO EXCEED \$25], which will be used for courthouse security.

Section 4. The taxes imposed by this resolution shall take effect on the first day of the month following the effective date of this resolution, the public welfare requiring it, and shall remain in effect until amended or repealed, unless otherwise provided by T.C.A. § 67-4-601.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to that end the provisions of this resolution are declared to be severable.

Passed by a two-thirds majority vote of the Board of County Commissioners of _____ County, this the ____ day of ____, 2008.

APPROVED:

County Mayor

ATTEST:

County Clerk

The Chairman asked for discussion on the motion to recommend approval of the resolution to levy additional litigation tax for Putnam County. The Commissioners discussed the motion.

MOTION RE: AMEND THE MOTION THAT PROBATE AND CIVIL COURT BE EXEMPT FROM THE \$50.00 LITIGATION TAX

Commissioner Jerry Ford moved and Commissioner Mike Atwood seconded the motion that Probate and Civil Court be exempt from the \$50.00 Litigation Tax.

The Chairman asked for discussion on the motion that Probate and Civil Court be exempt from the \$50.00 Litigation Tax. The Commissioners discussed the motion.

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

FOR

David Randolph
Jim Martin
Jerry Ford
Scott McCanless
Marson McCormick
Reggie Shanks
Eris Bryant
Dale Moss
Greg Rector
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Larry Epps
Bob Duncan
Andy Honeycutt
Johnnie Wheeler
Anna Ruth Burroughs
Joel Cowan
Mike Medley
Joe Trobaugh
Sue Neal
Kevin Maynard

The Clerk announced fourteen (14) voted for, ten (10) against, zero (0) absent.
The motion carried.

The Chairman asked for a vote on the original motion as amended. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Jim Martin
Jerry Ford
Scott McCanless
Reggie Shanks
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Mike Atwood

AGAINST

Bob Duncan
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Joel Cowan
Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason
Bill Walker
Ron Chaffin

The Clerk announced twelve (12) voted for and twelve (12) against.
The motion failed.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS THE
REQUEST FROM THE BOARD OF EDUCATION FROM GENERAL CAPITAL
PROJECTS FUND TO GO TO REPLACING TILE/CARPET AT BAXTER
ELEMENTARY AND CANE CREEK ELEMENTARY SCHOOLS IN THE
AMOUNT OF \$165,604**

Commissioner Kevin Maynard moved and Commissioner Marson McCormick
seconded the motion.

(SEE ATTACHED)

Department of Education

Putnam County

DR. KATHLEEN M. AIRHART, Director of Schools

Board of Education

David McCormick, Chairman
Vernon Crabtree, Vice-Chairman

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

Board Members

Eric Brown
Robert Hargis
Dr. Ray Jordon
Jerry Maynard

December 2, 2008

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval to hear a request from the Board of Education for funds to replace carpet with tile at Baxter Elementary School and Cane Creek Elementary School to be funded from the County Capital Fund.

Sincerely,



Kathleen Airhart, Ed.D
Director of Schools

Facility Synopsis Update

School: **Baxter Elementary School**
 Address: 125 Elmore Town Road
 Baxter, TN 38544
 Telephone: (931) 858-3110



Tile Analysis

Overall Rating

Physical Condition

4

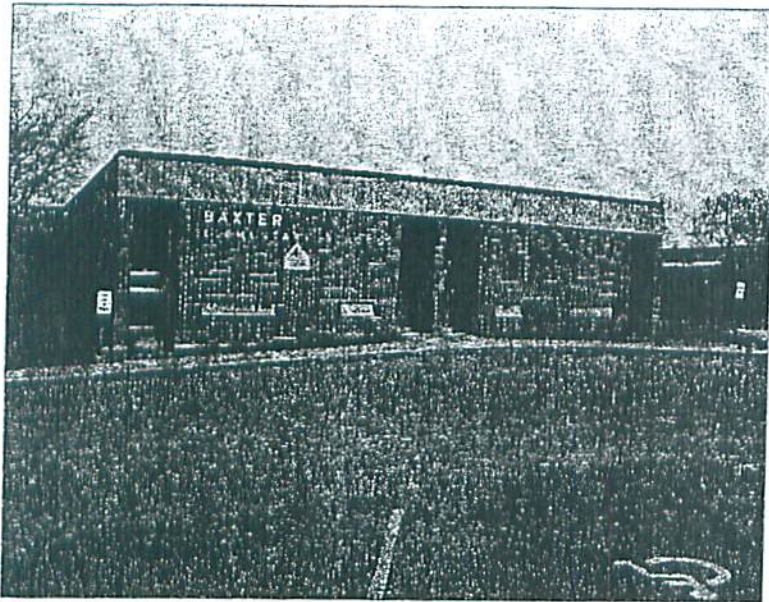
4

Space Functional

EXHIBIT

tabbies

H.B. 4.6.
 11/6/08

Building Data

Year Constructed:
 1952, 1953

Renovations / Additions:
 1968, 1994

Total GSF:
 82,900 GSF

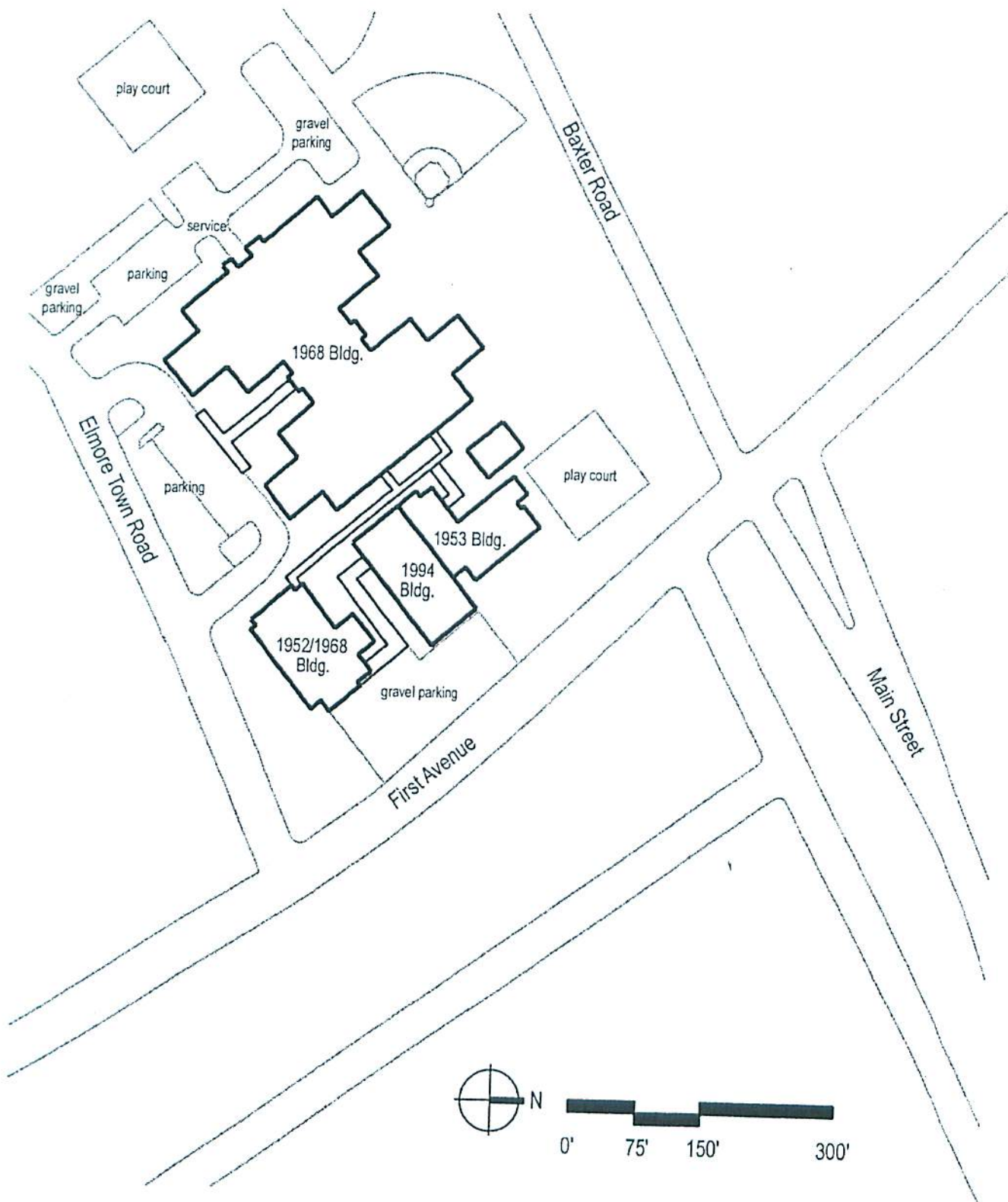
Site Acreage:
 11 acres

Function / Capacity

Building Designation	Function	Capacity	Dept. GSF	Room NSF
1968	Administration		2,710	
	Art	none	0	
	Auditorium	none	0	
1968	Cafeteria	Dining: 224 students	5,544	
1994	Classrooms: Pre-K	Subtotal: 2 classrooms	1,530	765 avg.
1953, 1968, 1994	Classrooms: Kinder. - 1st Grade	Subtotal: 11 classrooms	11,459	856 avg.
1968	Classrooms: 2nd - 4th Grade	Subtotal: 15 classrooms	17,145	975
1968	Clinic		160	
1968	Guidance		975	
1968	Media Center	Seating / Reading: 52 students	2,780	
1968	Music	Subtotal: 1 classroom	800	800
1952	Physical Education	Gym bleachers: 550 students	10,300	
1953, 1968, 1994	Special Education	Subtotal: 5 classroom	4,205	947 avg.
1953, 1968, 1994	Teacher Work Area		1,300	

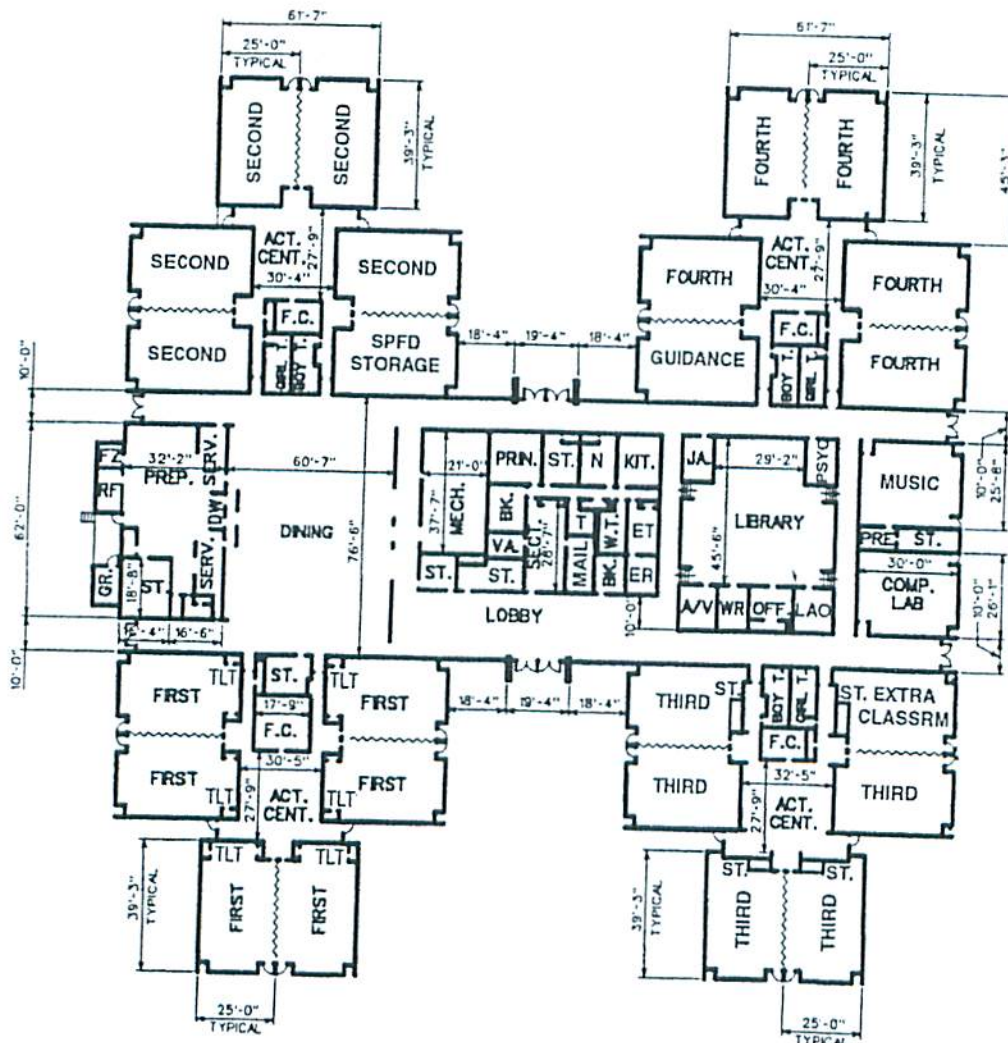
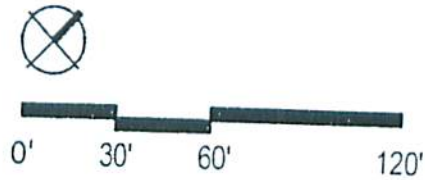
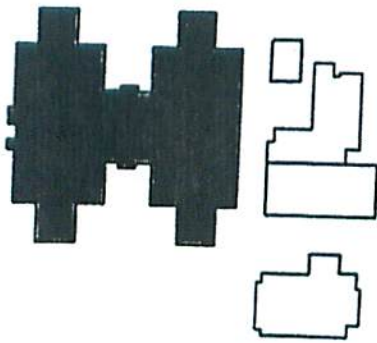
Site Plan Update

School: **Baxter Elementary School**
Date: **March 8, 2006**



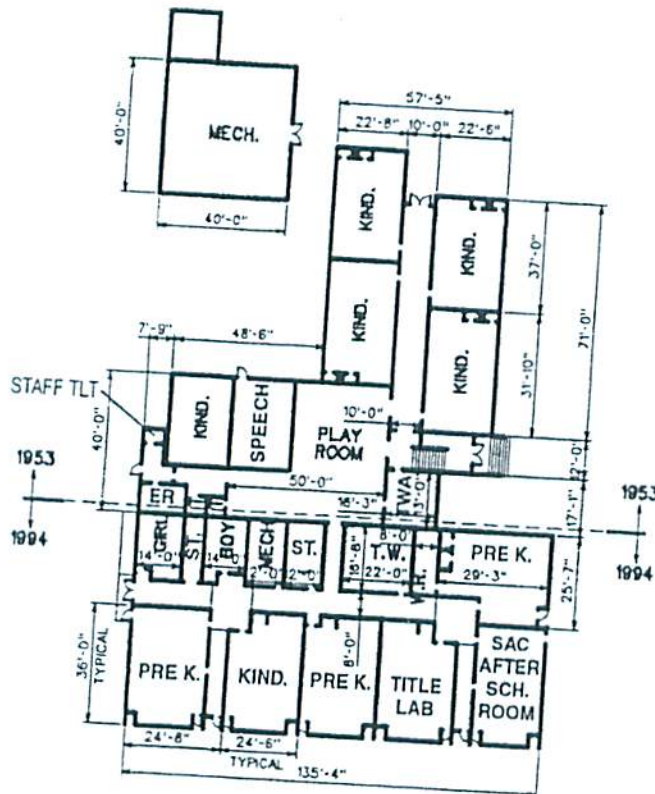
Main Floor Plan Update: ?????

School: **Baxter Elementary School**
Date: **March 8, 2006**



Lower Floor Plan Update: ?????

Page III

School: Baxter Elementary School
Date: March 8, 2006

REMOVE ASBESTOS TILE INSTALL NEW TILE
(SEE HI-LITED AREAS PAGE II & III)

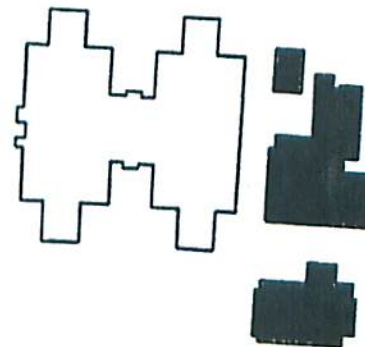
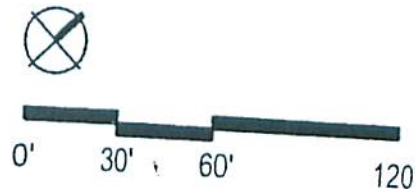
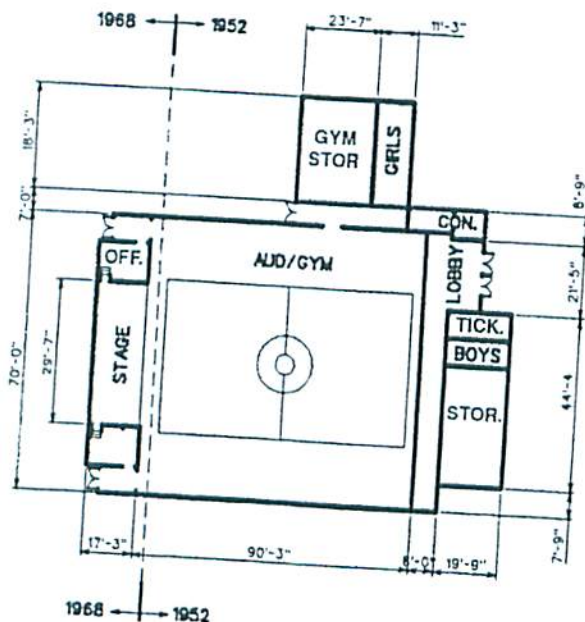
DINING AND HALLWAYS

$$9920 \text{ S.F.C} + 4.00/\text{SF} = \$39,680^{00}$$

KINDERGARTEN AREA

$$7356 \text{ S.F.C} + 4.00/\text{SF} = \$29,424^{00}$$

$$\text{TOTAL} = \$69,104^{00}$$



Facility Synopsis Update



Overall Rating

Physical Condition

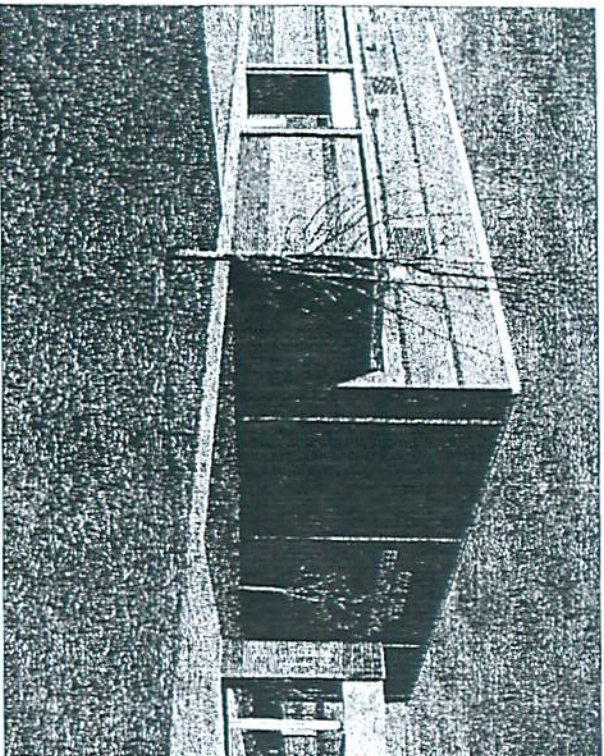
1 / 3

Space Functional



School: Cane Creek Elementary School
Address: 1500 West Jackson
Cookeville, TN 38501

Telephone: (931) 520-1175



Building Data

Year Constructed:
1995

Renovations / Additions:
None

Total GSF:
83,000 GSF

Site Acreage:
28.18 acres

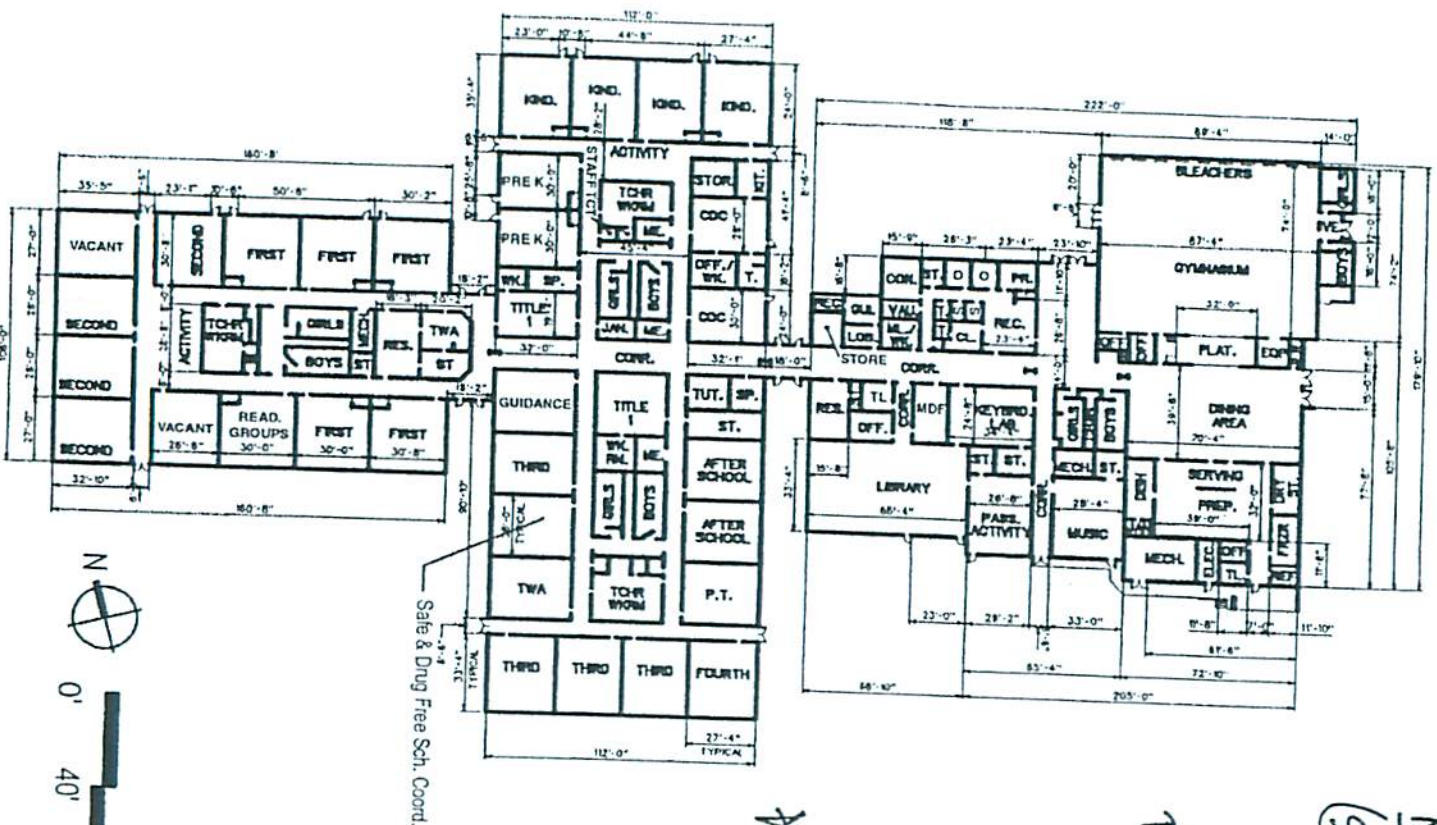
Function / Capacity

Building Designation	Function	Capacity	Dept. GSF	Room NSF
1995	Administration		2,830	
1995	Art	none	0	
	Auditorium	none	0	
1995	Cafeteria	Dining: 186 students	5,471	
1995	Classrooms: Pre-K	Subtotal: 0 classrooms	0	0
1995	Classrooms: Kinder. - 1st Grade	Subtotal: 12 classrooms	11,820	927 avg.
1995	Classrooms: 2nd - 4th Grade	Subtotal: 14 classrooms	13,662	888 avg.
1995	Clinic		208	
1995	Guidance		1,222	
1995	Media Center	Seating / Reading: 87 students	3,585	847
1995	Music	Subtotal: 1 classroom	1,104	960
1995	Physical Education	Gym bleachers: 440 students	7,420	
1995	Special Education	Subtotal: 5 classrooms	4,620	930 avg.
1995	Teacher Work Area		2,064	

11-4-08

Floor Plan Update

School: Cane Creek Elementary School
 Date: March 15, 2006



Remove Carpet Install New Tile
 (See H1-Lined Areas)
 35,000 SF @ \$2.50/SF = \$87,500⁰⁰
 To include Library Add \$9,000⁰⁰
 3585 SF @ \$2.50/SF = \$9,000⁰⁰
\$96,500

*Note: All existing tile stays in place. We will try to match existing.

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

The Chairman asked the Commissioners to vote on the motion of the request from the Board of Education from General Capital Projects Fund to go to replacing tile/carpet at Baxter Elementary and Cane Creek Elementary in the amount of \$165,604. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Jerry Ford
Marson McCormick
Reggie Shanks
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood

AGAINST

Bob Duncan
Jim Martin
Scott McCanless
Andy Honeycutt
Johnnie Wheeler
Anna Ruth Burroughs
Joel Cowan
Mike Medley
Joe Trobaugh
Jere Mason
Ron Chaffin

The Clerk announced thirteen (13) voted for and eleven (11) voted against. The motion passed.

NOMINATING COMMITTEE

MOTION RE: THE NOMINATING COMMITTEE RECOMMENDS APPROVAL OF THE RATIFICATION OF KIM BLAYLOCK'S APPOINTMENTS TO THE ADULT ORIENTED ENTERTAINMENT BOARD AS FOLLOWS:

ANNA RUTH BURROUGHS

MIKE MEDLEY

ANDY HONEYCUTT

DAVID RANDOLPH

JIM MARTIN

(4 YEAR TERMS TO EXPIRE DECEMBER 2012)

Commissioner Ron Chaffin moved and Commissioner Jere Mason seconded the motion to approve the appointments to the Adult Oriented Entertainment Board.

The Chairman asked for discussion on the motion. There was no discussion.

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

REPORT OF SPECIAL COMMITTEES

MOTION RE: BUDGET COMMITTEE RECOMMENDS THAT TIPPING FEES FOR ALGOOD, BAXTER & MONTEREY BE SET AT \$30 PER TON BEGINNING JULY 1, 2009

Commissioner Bob Duncan moved and Commissioner Kevin Maynard seconded the motion.

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

MOTION RE: AMEND MOTION TO RECOMMEND THAT TIPPING FEES FOR ALGOOD, BAXTER & MONTEREY START AT \$10 PER TON AND INCREASE YEARLY FOR THE NEXT (3) YEARS TO INDUSTRY STANDARDS

Commissioner Ron Chaffin moved and Commissioner Larry Epps seconded the motion.

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

The Chairman asked for a vote on the amendment that tipping fees for Algood, Baxter & Monterey start at \$10 per ton and increase yearly for the next 3 years to industry standards. The Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Mike Medley
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Jerry Ford
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Kevin Maynard

ABSENT

Joe Trobaugh

The Clerk announced eighteen (18) voted for, five (5) voted against, and one (1) absent. The motion passed.

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

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Mike Medley
Eris Bryant
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Ron Chaffin

AGAINST

Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Sue Neal
Mike Atwood

ABSENT

Joe Trobaugh

The Clerk announced fifteen (15) voted for, eight (8) voted against, and one (1) absent. The motion passed.

MOTION RE: THE BUDGET COMMITTEE RECOMMENDS THAT ELECTED OFFICIALS & DEPARTMENT HEADS PREPARE THEIR BUDGETS FOR 2009-2010 UNDER 3 SCENARIOS:

OPTION 1: TOTAL EXPENDITURES NO MORE THAN TOTAL BUDGETED EXPENSES FOR 2008-2009

OPTION 2: 3% DECREASE IN TOTAL EXPENDITURES

OPTION 3: 5% DECREASE IN TOTAL EXPENDITURES

Commissioner Bob Duncan moved and Commissioner Mike Medley seconded the motion.

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

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

FOR

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

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

ABSENT

Joel Cowan

Joe Trobaugh

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

RESOLUTIONS

MOTION RE: ELECTION OF NOTARIES

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

(SEE ATTACHED)

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

NOTARIES TO BE ELECTED DECEMBER 15,2008

LINDA ALCORN
NOEL BOHANNON
KRISTY M BROCKETTE
BILLIE JO BUSSELL
CHARLES M CHURCH
ALTON G FREEMAN
CYNTHIA FRYE
DANIEL R GILL

SYLVIA J HENRY
ANGEL MATHIS
DARYHL K MURPHY
KERRY PARKER
MYRA WALKER
KENNETH WELLS
JOHNNIE WHEELER
JILL E WHITE

The Chairman asked for discussion on the motion. There was no discussion.

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

FOR

Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Mike Medley
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

David Randolph
Scott McCanless
Andy Honeycutt

ABSENT

Joel Cowan
Joe Trobaugh

The Clerk announced nineteen (19) voted for, three (3) against, and two (2) absent. The motion carried.

OTHER NEW BUSINESS

Citizen of the month for December 2008: Baxter Medical Clinic and Alice Roberts, Jo Priest, and Faye Helm

(SEE ATTACHED)

CITIZEN OF THE MONTH FOR DECEMBER - 2008

BAXTER MEDICAL CLINIC

&

ALICE ROBERTS, JO PRIEST, FAYE HELM

Alice, Jo and Faye all donate their time each week to the Baxter Medical Clinic which is part of the Putnam County Rural Health Clinic. The clinic is non-profit which makes it possible to give much needed medical care to the un-insured as well as under-insured. Because of the medical services of the Baxter Clinic, no one is turned away for care whether they are able or unable to pay for those services.

The professionalism of care and concern is very evident in these ladies. It is because of their spirit and dedication of many volunteer hours to the Baxter Clinic this year that has made it possible for care to be provided to the western part of Putnam County.

ANNOUNCEMENTS AND STATEMENTS

Sandy Shepherd with Tennessee Vocational Rehabilitation Center spoke briefly to the Commission earlier in the meeting.

MOTION RE: ADJOURN

Commissioner Bob Duncan moved and Commissioner Ron Chaffin seconded the motion to adjourn the meeting.

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