

MINUTES
OF
PUTNAM COUNTY COMMISSION
MARCH 20, 2017

Prepared by:

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

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on March 20, 2017 there was a regular meeting of the Putnam County Board of Commissioners.

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

Major Jim Eldridge of the Putnam County Sheriff's Department called the meeting to order.

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

The Chairman, Mike Atwood recognized Commissioner Larry Redwine to lead the Pledge to the Flag of the United States of America. Akira Levy of Upperman High School sang the National Anthem.

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

PRESENT:

Scott Ebersole	Ben Rodgers
Tom Short	Danny Holmes
Jordan Iwanyszyn	Daryl Blair
Jerry Ford	Tony Honeycutt
Jerry Roberson	Kim Bradford
Larry Bennett	Jim Martin
Cindy Adams	Scott Stevens
Bobby Williams	Marsha Bowman
Chris Savage	Donny Buttram
Reggie Shanks	Mike Atwood
Larry Redwine	Cathy Reel
Mike Medley	

ABSENT:

Benton Young

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

MOTION RE: APPROVE THE AGENDA

Commissioner Daryl Blair moved and Commissioner Larry Bennett seconded the motion to approve the Agenda of the March 20, 2017 Meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

AGENDA PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

**Regular Monthly Session
Monday March 20, 2017 6:00PM**

**Presiding: Honorable Mike Atwood
Commission Chairman**

- 1. Call to Order - Sheriff Eddie Farris**
- 2. Invocation** *District 7*
- 3. Pledge to the Flag of the United States of America** *District 7*
- 4. Roll Call - County Clerk Wayne Nabors**
- 5. Approval of the Agenda**
- 6. Approval of the Minutes of Previous Meeting**
- 7. Unfinished Business and Action Thereon by the Board**
 - A. Report of Standing Committees**
 1. Planning Committee
 2. Fiscal Review Committee
 3. Nominating Committee
 - B. Report of Special Committees**
 - C. Other Unfinished Business**
- 8. New Business and Action Thereon by the Board**
 - A. Report of Standing Committees**
 - 1. Planning Committee**
 - a. Recommends approval of an amendment to the Public Records policy to match TCA code concerning Clerks of the Courts.
 - b. Recommends approval for the Fire Department to sell the following surplus vehicle via Internet Auction:
1995 Jeep Cherokee VIN # 1J4FJ2853TL191290

2. Fiscal Review Committee

- a. Recommends approval of budget amendments to the County General Fund.
- b. Recommends approval of budget amendments to the General Purpose School Fund.
- c. Recommends approval of economic development incentives to "Project Bottle" as detailed in the attached "Letter of Intent" and to authorize the County Executive to execute all documents necessary to finalize the agreement.
- d. Recommends approval of lease agreement with Powerhouse Ten, LLC, for a solar farm in the Highlands Business Park and to authorize the County Executive to execute all documents necessary to finalize the lease.
- e. Recommends approval of using \$12,000 from the Economic Development Fund to widen Old Cane Creek Road which will be the entrance road to the New Window Cliff Natural Area being developed by the State.

3. Nominating Committee

- a. Recommends appointment of Bennett Jared to the Upper Cumberland Regional Airport Authority for a 3 year term to expire March 2020.
- b. Recommends the following appointments to the Awards Committee:
Reggie Shanks
Cathy Reel
Wayne Nabors
2 year terms to expire February 2019

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

1. Recognize Cash Flow Analysis for the General Purpose School Fund.
No action required
2. Hear a report from County Executive Randy Porter concerning the Fairground Property.

9. Announcements and Statements

10. Adjourn

The Chairman asked for discussion on the motion to approve the Agenda of the March 20, 2017 Meeting of the Putnam County Board of Commissioners. There was none.

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

MOTION RE: APPROVE MINUTES OF THE PREVIOUS MEETING

Commissioner Daryl Blair moved and Commissioner Larry Bennett seconded the motion to approve the Minutes of the February 21, 2017 Meeting of the Putnam County Board of Commissioners.

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

The Chairman asked for a voice vote on the motion to approve the Minutes of the February 21, 2017 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: None

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES:

PLANNING COMMITTEE:

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL OF AN AMENDMENT TO THE PUBLIC RECORDS POLICY TO MATCH TCA CODE CONCERNING CLERKS OF THE COURTS

Commissioner Donny Buttram moved and Commissioner Tony Honeycutt seconded the motion to approve an amendment to the Public Records Policy to match TCA Code concerning Clerks of the Courts.

(SEE ATTACHED)

**AMENDMENT TO PUBLIC RECORDS POLICY
FOR PUTNAM COUNTY, TENNESSEE**

The Amended Public Records Policy for Putnam County, Tennessee adopted on February 21, 2017 by the Putnam County Commission is hereby amended to provide for subsection H under Section VI of the existing policy. This additional provision is as follows:

- H. Clerks of Courts in Putnam County shall adhere to the schedule of fees as stated in Tenn. Code Ann., § 8-21-401, as opposed to the foregoing Amended Public Records Policy of Putnam County, Tennessee. The Amended Public Records Policy for Putnam County, Tennessee adopted by the County Commission does not supercede Tenn. Code Ann., § 8-21-401 as it applies to the Clerks of Court in Putnam County, Tennessee.

DRAFT

The Chairman asked for discussion on the motion to approve an amendment to the Public Records Policy to match TCA Code concerning Clerks of the Courts. There was none.

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

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL FOR THE FIRE DEPARTMENT TO SELL THE FOLLOWING SURPLUS VEHICLE VIA INTERNET AUCTION:

1995 JEEP CHEROKEE VIN #1J4FJ2853TL191290

Commissioner Jordan Iwanyszyn moved and Commissioner Daryl Blair seconded the motion to approve for the Fire Department to sell the following surplus vehicle via Internet Auction: 1995 Jeep Cherokee VIN #1J4FJ2853TL191290.

(SEE ATTACHED)



Putnam County

T E N N E S S E E

Putnam County Fire Department

Chief Thomas Brown

700 County Services Drive

Cookeville, Tennessee 38501

Phone: 931-528-1200 – Fax: 931-528-7913

tbrown@putnamcountyttn.gov

03/06/2017

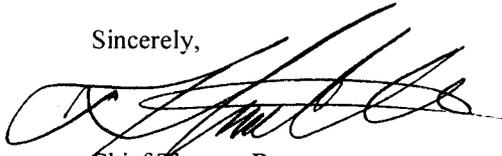
Putnam County Commission

The Fire Department request permission to sell a surplus vehicle via internet auction.

1995 Jeep Cherokee

VIN; 1J4FJ2853TL191290

Sincerely,



Chief Thomas Brown
Cell 931-979-1153

The Chairman asked for discussion on the motion to approve the Fire Department to sell the following surplus vehicle via Internet Auction: 1995 Jeep Cherokee VIN # 1J4FJ2853TL191290. There was none.

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

FISCAL REVIEW COMMITTEE:

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

Commissioner Chris Savage moved and Commissioner Daryl Blair seconded the motion to approve Budget Amendments to the County General Fund as presented.

(SEE ATTACHED)

BUDGET AMENDMENT SUMMARY FOR COUNTY GENERAL

<u>County General Expenditure</u>	<u>Debit</u>	<u>Credit</u>
 <u>51500 Election Commission</u>		
355 Travel		2,000
399 Other Contracted Services	2,000	
 <u>53100 Circuit Court Clerk</u>		
435 Office Supplies		16,420
194 Jury & Witness Fees	9,000	
199 Other Per Diem	4,700	
307 Communications	200	
320 Dues & Memberships	500	
334 Maintenance Agreements	1,300	
355 Travel	720	
 <u>53330 Drug Court</u>		
499 Other Supplies & Materials		12,000
 <u>54310. Fire Department</u>		
169 Part time		5,000
708 Communication	5,000	
 <u>55130-133 Ambulance Service</u>		
169 Part-time Personnel		148,000
133 Paraprofessionals	148,000	
187 Overtime Pay		87,000
133 Paraprofessionals	87,000	
 <u>County General Revenue</u>		
46220 Drug Court Grant	12,000	
	270,420	270,420

Putnam County Budget Amendment/Line Item Transfer Authorization Form

Department: Circuit Court Clerk

Date: March 8, 2017

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount	Amount Expended (Received) YTD
194		53100	Jury & Witness Fees	\$28,800.00		-\$9,000.00	\$19,800.00	
199		53100	Other Per Diem & Fees	\$58,500.00		-\$4,700.00	\$53,800.00	
307		53100	Communications	\$4,000.00		-\$200.00	\$3,800.00	
320		53100	Dues & Memberships	\$1,371.00		-\$500.00	\$871.00	
334		53100	Maintenance Agreements	\$17,168.00		-\$1,300.00	\$15,868.00	
355		53100	Travel	\$1,120.00		-\$720.00	\$400.00	
435		53100	Office Supplies	\$42,717.00	\$16,420.00		\$59,137.00	
							\$0.00	
Totals				\$153,676.00	\$16,420.00	-\$16,420.00	\$153,676.00	

Explanation: To cover necessary cost for the fiscal year.

Requested by: Marcia Borys
Supervisor

Recommended for approval:
Official/Department Head

MB 

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approved

Not Approved

Date: _____

Putnam County Election Commission

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



DATE: March 7, 2017

TO: Debby Francis, Manager of Accounts and Budgets

FROM: Debbie Steidl, Administrator of Elections *ds*

RE: Budget Transfer

Please move \$2000.00 to Line item 51500-355 (Travel) from Line item 51500-399(Other Contracted Services).

Summer Seminar prices have come in and they are more expensive than they have ever been before.

I will gladly answer any questions you may have.

Thank you.

PUTNAM COUNTY EMERGENCY MEDICAL SERVICES

700 County Services Drive
Cookeville, TN 38501
Phone (931) 528-1555

Tommy Copeland, CCP
Director
tcopeland@putnamcountyttn.gov
Direct (931) 525-2103
Fax (931) 520-8404

Darren Ford, CCP
Assistant Director
dford@putnamcountyttn.gov
Direct: 931-525-2112
Fax: 931-372-0295

Budget Amendment Requests

March 6, 2016

From 55190-196
To: 55130-169
\$7,250

This money has been included in the budget for some years to pay CPR instructors and support the CPR/AED program. **No new money.**

From 55130-133
To 55130-169
\$148,000

This money is included in full-time. This is to cover employees that have been out of work comp or open positions that have been filled by part-time employees. **No new money.**

From 55130-133
To 55130-187
\$87,000

This money is included in full-time. This is to cover employees that have been out of work comp or open positions that have been filled by part-time employees. **No new money.**

Respectfully submitted,



Tommy Copeland, CCP
Director



Putnam County
T E N N E S S E E

Putnam County Fire Department

Chief Thomas Brown

700 County Services Drive
Cookeville, Tennessee 38501

Phone: 931-528-1200 – Fax: 931-528-7913

tbrown@putnamcountyttn.gov

03/07/2017

Putnam County Commission

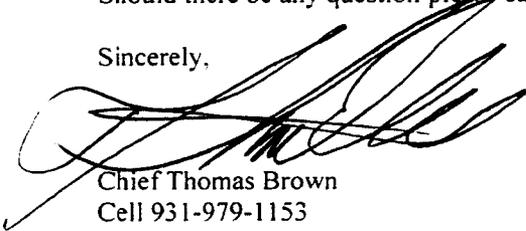
The Fire Department requests the following Budget Amendment.

Move \$5000.00 from Line Item 54310-708 Communication Equipment to Line Item 54310-169 Part Time Salary.

A short fall was created by the untimely departure of a Full Time Employee. His Personal/Vacation time was bought out when he left.

Should there be any question please call.

Sincerely,



Chief Thomas Brown
Cell 931-979-1153

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

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Jerry Ford
Jerry Roberson
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage
Reggie Shanks
Larry Redwine
Mike Medley

Ben Rodgers
Danny Holmes
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood
Cathy Reel

ABSENT:

Benton Young

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

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

Commissioner Chris Savage moved and Commissioner Daryl Blair seconded the motion to approve Budget Amendments to the General Purpose School Fund as presented.

(SEE ATTACHED)

Department of Education Putnam County

Mr. Jerry Boyd, Director of Schools

Board of Education
Kim Cravens, Chair
Dawn Fry, Vice-Chair

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

Board Members
Celeste Gammon
Jerry Maynard
David McCormick
Lynn McHenry

March 7, 2017

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

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

Sincerely,

Mark McReynolds
Putnam County Board of Education

Enclosures:

- To establish budget for Read to Be Ready Coaching Network State Grant.

Putnam County Budget Amendment / Line Item Transfer Authorization Form

*BoE Approval 3/2/17
V.C.S.A.*

Department: Finance

DATE: 2-Mar-17

Item #	Account #	Account Description	Current Approved Amount		Requested Approval Amount
			Increase	Decrease	
1	141 R 47590 000 000 02129 000	Other State Revenue	5,000.00		5,000.00
		Total Revenue			5,000.00
		Expenditures			
2	141 E 71100 429 000 02129 000	Instructional Supplies and Materials		5,000.00	5,000.00
		Total Expenditures			5,000.00
		Total Revenue less Expenditures	5,000.00	5,000.00	-

Explanation: To establish budget for Read to Be Ready Coaching Network State Grant

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

Reviewed by: *[Signature]* Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: _____

Action by County Commission: Approval

Non-Approval

Date: _____

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

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Jerry Ford
Jerry Roberson
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage
Reggie Shanks
Larry Redwine
Mike Medley

Ben Rodgers
Danny Holmes
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood
Cathy Reel

ABSENT:

Benton Young

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

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF ECONOMIC DEVELOPMENT INCENTIVES TO "PROJECT BOTTLE" AS DETAILED IN THE ATTACHED "LETTER OF INTENT" AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE ALL DOCUMENTS NECESSARY TO FINALIZE THE AGREEMENT

Commissioner Chris Savage moved and Commissioner Daryl Blair seconded the motion to approve Economic Development Incentives to "Project Bottle" as detailed in the attached "Letter of Intent" and to authorize the County Executive to execute all documents necessary to finalize the agreement.

(SEE ATTACHED)

March __, 2017

George F. Halford
President/CEO
Highlands Economic Partnership

Re: *Proposed Economic Development Incentives for Project Bottle (the "Company")*

Dear Mr. Halford:

The Company, a Delaware corporation, wishes to negotiate with the City of Cookeville, Tennessee (the "City"), Putnam County, Tennessee (the "County"), and the Industrial Development Board of the City of Cookeville (the City, the County and the IDB are referred to collectively as the "Grantors") an economic development incentive project (referred to collectively hereinafter as the "Project"). This Letter of Intent is intended as an expression of the Company's intent. The parties intend that separate documents will be drafted which will contain all the terms of the Project (including the terms outlined in this Letter of Intent) which will be developed and agreed upon by the parties and govern the terms of the Project.

A. DESCRIPTION OF THE PROJECT

The Company has proposed the leasing of a portion of an office building (the "Building") located at 10 W. Broad Street, Cookeville, Tennessee owned by Tennessee Technological University Foundation ("TTUF"), the terms of such lease (the "Lease") more particularly described in the lease proposal attached hereto as **Exhibit A** (the "Real Estate MOU"). As an incentive to the Company to enter into the Lease, the following economic development incentives have been offered by Grantors:

- The City and County will jointly offer a \$2400 per job "Premium Wage Incentive" for up to 300 full time equivalent jobs created within 5 years after occupancy of the Building by the Company.
- The Industrial Development Board of the City of Cookeville (the "IDB") will offer 100% real property tax abatement to TTUF for space leased to the Company for a period of 15 years beginning with the date of occupancy of the Building by Company so long as the Lease is in place.
- The IDB will offer 100% personal property tax abatement to the Company for 10 years commencing with the date of occupancy of the Building by Company on personal property acquired by the Company in connection with the Project.

- The City of Cookeville will work to secure grant funding and/or attempt to establish partnerships to create additional parking or needed sidewalk improvements in the downtown district which will be accessible by the Company and the general public.

The Project shall also be provided in conjunction with (a) an economic development “FastTrack Training Grant” offered to the Company by the Tennessee Department of Economic and Community Development, and (b) an economic development incentive grant from Tennessee Valley Authority to the Company.

B. PREMIUM WAGE INCENTIVES

The City and the County will jointly offer a \$2400 per job “Premium Wage Incentive” for up to 300 full time equivalent jobs created after the Company’s execution of the “Incentive Acceptance Form” issued by the Tennessee Department of Economic and Community Development and during the 5-year period commencing with occupancy of the Building by the Company. Conditions for the receipt of such grant are as follows:

- The job must be performed in Putnam County (whether in the Building or at other Putnam County locations).
- The funds for such grants shall be provided by the City and the County by first funding such amounts to the IDB, and the IDB will award those grants directly to the Company.
- The City and County will jointly award grants for a maximum of 300 jobs created during the 5-year period, and upon receipt of the grants from the City and County, the IDB will distribute the grants to the Company in accordance with the calculations provided by the City and County.
- Total payment requests by the Company cannot exceed \$240,000 in any local government fiscal year (July 1 to June 30)
- The City and County shall jointly authorize such grants to be distributed by the IDB as follows:
 - Eligible for 1/6 payment when 50 jobs created = \$120,000
 - Eligible for 1/6 payment when additional 50 jobs created (100) = \$120,000
 - Eligible for 1/6 payment when additional 50 jobs created (150) = \$120,000
 - Eligible for 1/6 payment when additional 50 jobs created (200) = \$120,000

- Eligible for final 1/3 payment when additional 100 jobs created (300) and wages meet Average Wage requirement = \$240,000
- The Company shall have 5 years from occupancy of the Building or until request of final 1/3 Premium Wage Incentive payment to confirm to Grantors the aggregate Average Wage for jobs created equals or exceeds \$60,000. "Average Wage" shall mean aggregate average salary of Putnam County-based employees based upon the salaries of these employees in the Company's HR system at the time of the report. If this report reflects the Average Wage of less than \$60,000, Grantors may upon written notice prorate the final payment of Premium Wage incentive grant based on the percentage shortfall in the average wage calculation. The percentage variance/shortfall of the average wage calculation will be computed as follows: (ie: If aggregate average wage calculation is \$57,000 across the jobs created. The final Premium Wage Incentive grant payment would be reduced by 5% [$\$57,000 - \$60,000 = -\$3,000$; $-\$3,000 / \$60,000 = -5\%$]).
- The jobs for which grants are given are not personal to the individual but based upon the job created to allow such job to be held by different workers.

C. PILOT LEASES FOR REAL AND PERSONAL PROPERTY

The IDB shall provide to TTUF a payment in lieu of tax lease for the Building with a lease term of 15 years commencing with the date of occupancy of the Building by the Company. TTUF will pass through such tax abatements to the Company under the terms of a sublease between TTUF and the Company. The IDB shall separately enter into a personal property lease with the Company to provide 100% personal property tax abatement for a 10-year term. No real or personal property taxes, or payments in lieu of such taxes, shall be paid by Company from the commencement of the leases until July 1, 2022. Thereafter, no payment in lieu of tax be required to be paid by the Company so long as the Company meets or exceeds the 300 jobs expectation requirement and premium wage requirement. The tax abatements provided to TTUF and the Company shall be available only so long as the Company leases the Building. The documents evidencing the Lease will include all customary arrangements for PILOT leases including appropriate governmental approvals. The Company will pay all reasonable costs associated with obtaining the PILOT leases. The Company shall have no obligation to enter into the PILOT leases unless the Company has also entered into the Lease with TTUF. It is anticipated that work to create tenant improvements to the Building will occur first and that the term of any PILOT leases shall commence at the time the Company takes occupancy of the Building. The Company shall provide written notice to the IDB on or before July 15 of each calendar year, starting with July 15, 2022, and ending July 15, 2032, stating the number of full-time equivalent salaried or hourly employees that are on the Company's payroll associated with the Project as of June 30 of such calendar year. If (a) the number of jobs reported in any given year between July 15, 2022 and the end of the term of the PILOT agreement is lower than the required 300, or (b) the wage requirement is not met, then the Company's PILOT payments for that year shall be increased by

an amount (rounded to the nearest percentage point) of the applicable ad valorem taxes proportionate to the amount by which (i) the jobs expectation requirement or (ii) the wage requirement is not met, rounded to the nearest percentage point. In the event both the jobs expectation requirement and wage requirement are not met for a given period, then the percentage by which each fails to meet the respective requirement shall be multiplied by the respective applicable ad valorem taxes (real property or personal property) which would have been due absent the abatements. The product of the two calculations shall be added together and the resulting sum shall be payable by Company as a payment in lieu of taxes for the preceding year in which the requirements were not met.

D. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The City of Cookeville will work to secure grant funding and/or attempt to establish partnerships to create additional parking or needed sidewalk improvements in the downtown district within three (3) blocks of the Building which will be accessible by the Company and the general public. The City agrees to work cooperatively with the Company to maximize the advantage of the public improvements for the Company.

E. ADDITIONAL ITEMS

In addition to the terms and conditions discussed earlier, the following additional items are pertinent to the due diligence process and the preparation and negotiation of the Contract:

- **Assignment:** The rights granted under this Letter of Intent may be assignable by the Company to a related entity in whole or in part upon providing prior written notice to the Grantors.
- **The Company Obligation:** The Company shall have no obligation to consummate the transactions described herein until (a) all approvals have been obtained by the Grantors and TTUF, (b) until the Lease has been executed by TTUF, and (c) the Company has accepted to its satisfaction all documents necessary to complete the transactions described herein.
- **Exclusive Incentives:** During the first 5 years of the PILOT leases (the Restricted Period) the Grantors agree not to knowingly market to, solicit, recruit, and will not provide similar incentives to competitors of the Company in the federal information technology services market (e.g. CSRA, HPE, CGI, CACI, Leidos, General Dynamics, Northrop Grumman, Accenture). The Restricted Period will be subject to change should the terms set out in all agreements not be met by the Company.
- **Material Terms:** This Letter of Intent identifies the material terms of the transaction which will be included in the Project. Any additional material terms to be added by the parties shall be subject to the approval of both parties.

- **Terms:** Unless earlier terminated by mutual agreement of the Company and Grantors, this Letter of Intent shall expire without further action 30 days from the date hereof.
- **Good Faith Negotiations:** This letter does impose upon the Company and Grantors an enforceable duty and obligation to negotiate in good faith subject to the conditions contained herein.
- **Remedies:** In the event of a breach of the terms of this Letter of Intent, the remedies available to the Company and Grantors shall be limited to the remedies described in this Letter of Intent.
- **Fees and Expenses:** The Company has been provided a copy of the Policies and Procedures of the Industrial Development Board of the City of Cookeville, Tennessee and is familiar with the terms and provisions thereof, including without limitation, the provisions regarding Application Fees and Industrial Development Board Fees.

If the terms and conditions outlined in this Letter of Intent meet the Grantors' satisfaction, indicate Grantors' approvals of the Letter of Intent in the appropriate space below.

Very truly yours,

By: _____

Name: _____

Title: _____

Accepted and Agreed to:

GRANTORS:

**THE CITY OF COOKEVILLE,
TENNESSEE**

By: _____
Name: _____
Title: Mayor
Date: _____, 2017

PUTNAM COUNTY, TENNESSEE

By: _____
Name: _____
Title: County Executive
Date: _____, 2017

**INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF COOKEVILLE,
TENNESSEE**

By: _____

Name: _____

Title: IDB chair

Date: _____, 2017

The Chairman asked for discussion on the motion to approve Economic Development Incentives to "Project Bottle" as detailed in the attached "Letter of Intent" and to authorize the County Executive to execute all documents necessary to finalize the agreement. The Commissioners discussed the motion.

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Jerry Ford
Jerry Roberson
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage
Reggie Shanks
Larry Redwine
Mike Medley

Ben Rodgers
Danny Holmes
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood
Cathy Reel

ABSENT:

Benton Young

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

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF LEASE AGREEMENT WITH POWERHOUSE TEN, LLC FOR A SOLAR FARM IN THE HIGHLANDS BUSINESS PARK AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE ALL DOCUMENTS NECESSARY TO FINALIZE THE LEASE

Commissioner Chris Savage moved and Commissioner Jordan Iwanyszyn seconded the motion to approve a lease agreement with Powerhouse Ten, LLC for a solar farm in the Highlands Business Park and to authorize the County Executive to execute all documents necessary to finalize the lease.

(SEE ATTACHED)

LEASE AGREEMENT

This LEASE AGREEMENT (this "Agreement") is made, dated and effective as of March ____, 2017 (the "Effective Date"), by and between the City of Cookeville and Putnam County ("Owner"), and Powerhouse Ten, LLC, a Tennessee limited liability company ("Lessee"), in light of the following facts and circumstances:

RECITALS

WHEREAS, Lessee is in the business of developing, erecting and operating solar energy conversion systems and power generation facilities for the production of electrical energy for sale to utility companies, power marketers, power exchanges and other users;

WHEREAS, Owner owns certain real property located in Putnam County, Tennessee, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Lessee desires to lease the Property, and Owner desires to grant such lease, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Owner and Lessee (each, a "Party" and together, the "Parties") hereby agree as follows:

1. Demise of Leasehold Estate.

1.1. Demise. Owner hereby leases, demises, lets and warrants to Lessee, subject to the Protective Covenants of the Highlands Business Park, and Lessee hereby leases from Owner, the Property for the purposes described in this Agreement, together with the right to all rents, royalties, credits and profits derived from solar and other energy generation upon, over and across the Property, on the terms provided herein.

1.2. Purpose. The foregoing leasehold estate and grant of rents, royalties, credits and profits created by this Agreement (collectively, the "Leasehold Estate") is for the production of solar energy, and for any and all related or ancillary purposes, and not for any other purpose, and Lessee shall have the right to use the Property and the receipt of and access to sunlight across the Property for solar energy purposes. For purposes of this Agreement, "solar energy" converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted: ("Development Activities")

(a) determining the feasibility of solar energy conversion and power generation on the Property, including studies of available sunlight and other data;

(b) (i) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered solar power generating equipment, inverters, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities specifically required for solar power generation, (the "Solar Equipment") as is shown on the attached diagram; (ii) transmission facilities approved in advance by the City of Cookeville and Putnam County; (iii) communications and radio relay systems approved in advance by the City of Cookeville and Putnam County; (iv) sunlight measurement, research or development equipment approved in advance by the City of Cookeville and Putnam County; (v) safety protection facilities approved in advance by the City of Cookeville and Putnam County; (collectively, "Power Facilities"), on the Property;

(c) exercising rights of vehicular and pedestrian ingress and egress upon, over and across the Property, for purposes of conducting Development Activities and accessing Power Facilities (whether such Development Activities are conducted, or Power Facilities are located, on the Property,

adjacent to the Property or elsewhere) upon, over and across any access routes approved in advance by the City of Cookeville and Putnam County.

Without limiting the generality of the foregoing, the Parties recognize that power generation technologies are improving at a rapid rate and that it is possible that Lessee may (although Lessee is not required to) from time to time replace existing Power Facilities on the Property with newer (and potentially larger) Power Facilities which have increased energy capture and efficiency, and Owner reserves the right to disallow any such replacement.

1.3. Included Rights and Easements. The following rights and easements shall be included within the Leasehold Estate. Upon Lessee's request, Owner shall execute and deliver to Lessee one (1) or more documents in recordable form, satisfactory in form and substance to Owner and Lessee, evidencing the rights and easements granted pursuant to this Section 1.3, and Lessee may cause such documents to be recorded in the official real estate records of the county in which the Property is located.

(a) Shared Access: Lessee acknowledges that adjoining property to the Leasehold Estate may be leased by Owner to other business activities such as but not limited to Billboard Companies, and Lessee shall be required to share access to, from and across the leased property.

(b) Power Facility Effects. An easement for any audio, visual, view, light, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Development Activities conducted, or Power Facilities installed, upon the Property, including but not limited to rights to cast shadows and reflect glare onto the Adjoining Property, from the Solar Equipment and/or any and all other Power Facilities, wherever located only with the prior written consent of approved in advance by the City of Cookeville and Putnam County.

(c) Clearance Rights. Subject to approval by the City of Cookeville and Putnam County, Authorization will be granted to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Power Facilities or Lessee's Development Activities, as determined by Lessee. The permission is given only for a southwardly sun exposure. Only vegetation actually on the leased property may be affected and Lessee shall not enter upon the conservation easement as noted on Plat Cabinet I, Page 37A _____ recorded at the Register of Deeds Office of Putnam County, Tennessee _____.

(d) Utility Lines. An easement across the Adjoining Property, if needed for interconnection to the utility point of interconnection, for the installation, maintenance, repair and use of utility lines and equipment, including, without limitation, for water, natural gas and electrical transmission; provided, that said easement follows any existing utility easement only with the prior written consent of approved in advance by the City of Cookeville and Putnam County and the location, size, and scope of said easement is subject to the sole and absolute discretion of the City of Cookeville and Putnam County.

(e) Signage. Rights to place signage or advertising related to solar energy on the Property so long as such signage complies with local zoning and/or regulations only with the prior written consent and approval in advance by the City of Cookeville and Putnam County.

2. Term.

2.1. Original Term and Renewal Terms. This Agreement shall be for an initial term (the "Original Term") commencing on the Effective Date and continuing until the twentieth (20th) anniversary of the Operations Date (as defined below). As used herein, "Term" shall mean the Original Term and any Renewal Terms (as defined below).

2.2. Operations Date. For purposes of this Agreement, "Operations Date" shall mean the date the Power Facilities are installed on the Property and begin delivering electricity (other than test electricity) to a third party power purchaser, which is Tennessee Valley Authority.

2.3. Renewal Terms. Lessee shall have the option subject to city and county approval, to extend and renew the term of this Agreement for two periods of five (5) years each.

3. **Payments to Owner.** In consideration of the rights granted hereunder, Lessee will pay Owner the amounts set forth in this Section 3.

3.1. Basic Payments and Fees. Commencing on that date that the Power Facilities are energized and interconnected to the grid as defined below as the Operations Date (the "Rent Commencement Date") and continuing until the expiration or sooner termination of this Agreement, Lessee shall pay Owner an annual fee equal to the greater of (x) four percent (4%) of the revenue generated by the Power Facility, as evidenced by monthly statements from TVA for the sale of electricity under the DSS contract, on an annual basis and (y) six thousand dollars (\$6,000.00), with a one and a half percent (1.5%) annual escalator effective each anniversary of the Rent Commencement Date. Such annual fees shall be payable quarterly, in arrears, within fifteen (15) days after the end of each calendar quarter, and shall be prorated for any partial calendar years preceding the Rent Commencement Date or following the expiration or sooner termination of this Agreement. The parties shall true up the rent due for each calendar year by April 15 of the following year. Lessee shall provide copies of TVA statements, upon request.

Anything to the contrary notwithstanding, Lessee shall pay a minimum rental of \$1,500.00 per quarter from the date of the Rent Commencement Date.

3.2. Late Payments. If Lessee fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at a rate equal to three percent (3%) per annum plus the prime lending rate as may be published from time to time by *The Wall Street Journal* under the "Money Rates" section; provided, however, that in no event shall such interest rate exceed the maximum rate permitted by law.

3.3. Payment Method. Payments shall be made by wire transfer or ACH to Owner's business checking account below, unless and until Owner gives Lessee notice otherwise:

Routing Number:

Checking Account Number:

4. **Ownership of Power Facilities.** Owner shall have no ownership or other interest in any Power Facilities installed on the Property, or any profits derived therefrom, and Lessee may mortgage, sell, lease or remove any or all Power Facilities at any time only with the prior written consent in advance by the City of Cookeville and Putnam County.

Except for the payments described in Section 3 above, Owner shall not be entitled to any payments, credits, benefits, emissions reductions, offsets, incentives, grants or allowances of any kind, howsoever entitled, attributable to the Power Facilities or the electric energy, capacity or other generator-based products produced therefrom, all of which shall accrue solely to the benefit of Lessee. Owner shall have no ownership or other interest in any scientific or engineering data at any point in time or for any duration of time collected at the Power Facilities or on the Property. Such scientific or engineering data is the sole and exclusive property of Lessee. Possession of such data by Owner shall not constitute ownership of such data.

In no event shall Owner be responsible for any taxes or fees assessed against the equipment or other property on the leasehold premises.

5. **Taxes.** Lessee shall be responsible for and shall timely pay before the same become delinquent, any taxes, assessments or other governmental charges that shall or may during the Term be imposed on the Power Facilities. Failure to pay said taxes within thirty (30) days' notice of breach (opportunity to cure) is a material breach of the lease and the Owner may, at its option, declare the lease null and void.

For clarification, Lessee is not responsible for any taxes, assessments, or other governmental charges other than those imposed on the Power Facilities.

6. Lessee's Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants as follows:

6.1 Insurance. Lessee shall, at its expense, prior to entering the Property to conduct Development Activities, have in place, and shall thereafter maintain, a broad form comprehensive coverage policy of public liability insurance insuring Lessee and Owner against loss or liability caused by Lessee's occupation and use of the Property under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000.00) of combined single limit liability coverage per occurrence, accident or incident. Such amount may be provided as part of a blanket policy covering other properties. Every ten years, starting with the Rent Commencement Date under this lease, including any renewals hereto, Lessee shall increase its insurance coverage by an additional One Million (\$1,000,000.00) Dollars. Owners shall be named as Additional Insureds on said policies. Certificates of such insurance shall be provided to Owner. Failure to have this insurance is a material breach of the lease and the Owner may, at its option, declare the lease null and void, subject to Lessee's right to cure under the terms of this Lease.

6.2. Indemnity. Lessee shall indemnify Owner against liability for physical damage to property and for physical injuries to Owner or the public, to the extent directly caused by Lessee's construction, operation or removal of Power Facilities on the Property, except to the extent such damage or injury is caused by the negligence or willful misconduct of Owner or Owner's agents, employees, contractors, subcontractors, successors or assigns. The foregoing indemnity shall not extend to property damage or personal injuries attributable to risks of known and unknown dangers associated with electrical generating facilities, such as electromagnetic fields, and Lessee shall in no case be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Lessee's Development Activities on the Property.

6.3. Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Power Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Power Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, local or other governmental agency or entity. Owner may choose to participate in every reasonable way in such contest, including challenging the Lessee's position.

6.4. Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to this Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives written notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

6.5. Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any violation by Lessee or Lessee's agents or contractors of, any federal, state or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local law, ordinance, or regulation, on or under the Property.

6.6. Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

6.7. No Development Undertaking. Nothing expressly stated or implied in this Agreement or represented to Owner shall be construed as requiring Lessee to undertake construction, installation or operation of any Power Facilities on the Property or elsewhere or prohibit Lessee from removing Power

Facilities from the Property, and Lessee makes no representation or warranty as to the likelihood that Power Facilities will be installed upon the Property. If Lessee does not construct a solar energy system within one calendar year of the execution of this lease, The City of Cookeville and Putnam County have the unconditional right to terminate this lease.

7. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

7.1. Quiet Enjoyment. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any interference of any kind by Owner or any person claiming by, through or under Owner, subject, however, to the general rights herein reserved by Owner. Owner and any grant of rights Owner makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement.

7.2. Title to Property. Except as disclosed on Exhibit B attached hereto and by this reference made a part hereof, Owner's fee simple title to the Property is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, fractured interests, mineral, oil or gas rights, options to purchase or lease, claims and disputes (collectively, "Liens"), and there are no tenants on or other parties in possession of the Property. Owner shall fully cooperate with and assist Lessee in (i) obtaining a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien (recorded or unrecorded) or in possession of the Property that might interfere with Lessee's rights under this Agreement; and (ii) removing any Liens from Owner's fee simple title to the Property. A non-disturbance agreement is an agreement between Lessee and the holder of a Lien providing that the holder of the Lien shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions of this Agreement. Owner shall not grant, create, allow or suffer any Lien or other encumbrance on title to the Property, except those matters set forth on Exhibit B.

7.3. Condition of Property. Owner has, or will disclose to Lessee in writing any and all improvements existing on, under or over the Property, and no improvements currently exist on, under or over the Property that have been constructed or installed and provide copies of all environmental studies (ESA's, Phase 1, etc.), water studies, plats, deed restrictions, or any other information in Owner's possession, or that can be reasonably obtained, concerning the Property. Upon review, and once construction commences, Lessee hereby acknowledges that they have the opportunity to conduct its independent examination of the Property and shall accept it "AS IS".

7.4. No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Power Facilities, access over the Property to such Power Facilities; any Development Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not engage in any activity that might cause a decrease in the output or efficiency of the Power Facilities.

Lessee acknowledges and agrees that Owner shall have the right to enter upon, access the Property during the Term for emergency purposes only without 24 hour notice, in advance to Lessee/.

7.5. Indemnity. Owner will indemnify Lessee against liability for physical damage to the Property (including any improvements thereon) and for physical injuries to Lessee or the public (including any of Owner's employees, contractors or agents that have gained access to the Property), to the extent caused by Owner's activities or the activities of Owner's employees, contractors or agents on the Property, except to the extent such damage or injury is caused by the operations, activities, negligence or willful misconduct of Lessee. Owner shall take reasonable safety measures to reduce the risk that Owner's activities will cause harm to Lessee or the public. Owner acknowledges and agrees that Owner shall have no right to enter upon, utilize or access the Property for any reason during the Term, except with

Lessee's prior written consent. Owner's obligations under this Section 7.5 shall survive the termination or expiration of this Agreement. The limit of liability of the Owner shall not exceed the limits afforded in the Governmental Tort Liability Act. The Owner retains all privileges and immunities of the Governmental Tort Liability Act.

7.6. No Brokers. No brokers' commission, finders' fees or other charges are due any broker, agent or other party in connection with Owner's execution of this Agreement, or if any are now due or shall become due in the future, then Owner shall promptly pay the same from its own funds and shall indemnify, hold harmless and defend Lessee against any and all claims and demands therefor made by any such broker, finder, agent or other party, or any of their respective successors and assigns or other parties claiming through them.

7.7. No Litigation. No litigation is pending, and, to Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or that could affect, the Property, this Agreement or Lessee's rights hereunder.

7.8. Owner's Authority. Owner is the sole owner of the Property, holds marketable title to such Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. All persons having any ownership interest in the Property have signed this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8. Assignment.

8.1. Assignments by Lessee. Lessee shall at all times have the right to sell, assign, encumber, transfer or grant equal or subordinate rights and interests (including co-leases, separate leases, subleases, licenses or similar rights (however denominated)) in, the Leasehold Estate and/or any or all right or interest in this Agreement, or any or all right or interest of Lessee in the Property or in any or all of the Power Facilities that Lessee may now or hereafter install on the Property, to one or more persons (an "Assignee"), in each case without Owner's consent; provided, however, that any and all such transfers shall be subject to all of the terms, covenants and conditions of this Agreement. Lessee shall notify Owner in writing of any such sale, assignment, transfer or grant. Upon Lessee's assignment of its entire interest hereunder as to all or any portion of the Property, or as may otherwise be provided in the applicable sale, assignment, transfer or grant document, Owner shall recognize the Assignee as Lessee's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Lessee under and pursuant to this Agreement, and Lessee shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such sale, assignment, transfer or grant.

8.2. Assignments by Owner. The burdens of this Agreement and other rights contained herein shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Lessee in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part thereof. Until such notice is received, Lessee shall have no duty to any successor Owner, and Lessee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received. Owner agrees it will not assign the rights to payments due to Owner under this Agreement except to a successor owner of the Property, and in no case shall Owner sever or attempt to sever the Property's solar energy rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

9. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Agreement or any Power Facilities is entered into by Lessee or an Assignee, including a sale-leaseback (*i.e.*, a transaction in which Lessee sells its interest in this Agreement and/or the Power Facilities and then leases those interests back from the purchaser) (a "Leasehold Mortgage"), then any person who is the mortgagee or beneficiary of a Leasehold Mortgage, including the purchaser in a sale-

leaseback transaction (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 9. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

9.1. Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the Leasehold Estate by any lawful means; (c) to take possession of and operate the Power Facilities, the Leasehold Estate or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the Leasehold Estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Leasehold Estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure.

9.2. Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such a written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of Lessee under this Agreement; any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after Lessee's receipt of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of sixty (60) days after receipt of the notice of default in the event of any monetary default; and (ii) thirty (30) days, for a total of sixty (60) days after receipt of the notice of default in the event of any non-monetary default, provided that such sixty (60) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not, and shall have no right to, terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's Leasehold Estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's Leasehold Estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Leasehold Mortgagee or party acquiring title to Lessee's Leasehold Estate shall not be required to cure those non-monetary defaults, if any, which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed

waived by Owner upon completion of foreclosure proceedings or acquisition of Lessee's interest in this Agreement by such party.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's Leasehold Estate pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement incurred or accruing after such party no longer has ownership of the Leasehold Estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement as long as the rent and all other obligations of Lessee hereunder are paid or performed by or on behalf of Lessee or the Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

9.3. New Lease Agreement. If this Agreement terminates because of Lessee's default or if the Leasehold Estate is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease agreement for the Property, on the following terms and conditions:

(a) The term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Agreement, at the same fees and payments and subject to the same terms and conditions as set forth in this Agreement.

(b) The new lease agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a new lease agreement, provided said Leasehold Mortgagee: (i) pays to Owner all fees and payments and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the new lease agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed; and (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee that are reasonably susceptible of being performed by the Leasehold Mortgagee and would have accrued under this Agreement up to the date of commencement of the new lease agreement; and (iv) pays the legal fees associated with the new lease agreement incurred by Owner in the drafting, preparation, and approval of same. Any new lease agreement granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the new lease agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) If more than one Leasehold Mortgagee makes a written request for a new lease agreement pursuant hereto, the new lease agreement shall be delivered to the Leasehold Mortgagee requesting such new lease agreement whose Leasehold Mortgage is prior in lien, and the written request of any other Leasehold Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(e) The provisions of this Section 9 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this

Agreement to the date of execution and delivery of such new lease agreement, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a new lease agreement as set forth herein are complied with.

9.4. Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Agreement from Lessee prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

9.5. No Waiver. No payment made to Owner by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Leasehold Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

9.6. Further Amendments. At Lessee's request, Owner shall amend this Agreement to include any provision which may reasonably be requested by a proposed Leasehold Mortgagee; provided, however, that such amendment does not impair any of Owner's rights under this Agreement or materially increase the burdens or obligations of Owner hereunder. Upon request of any Leasehold Mortgagee, Owner shall execute any additional instruments reasonably required to evidence such Leasehold Mortgagee's rights under this Agreement

10. Default and Termination.

10.1. Lessee's Right to Terminate. Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time, and without cause, effective upon thirty (30) days' prior written notice to Owner from Lessee. In the event this Agreement is terminated by Lessee in accordance with this paragraph, Owner authorizes Lessee to execute and record a notice of termination evidencing such termination. In the event Lessee terminates this Agreement pursuant to this Section 10.1, Lessee shall pay Owner an amount equal to six (6) months' rent at the rate in effect as of the date of such termination (the "Early Termination Fee"). The Early Termination Fee shall be Owner's exclusive remedy for Lessee's early termination of this Agreement, provided, that Lessee removes the Power Facilities in accordance with Section 10.3.

10.2. Owner's Right to Terminate. Except as qualified by any subsequent actions and approvals of Owner pursuant to Section 9, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within sixty (60) days after Lessee receives such written notice, or, if cure will take longer than sixty (60) days, Lessee has not begun diligently to undertake the cure within the relevant time period and thereafter prosecute the cure to completion. In the event this Agreement is terminated by Owner in accordance with this paragraph, Owner and Lessee shall thereafter execute and record a notice of termination evidencing such termination. No termination of this Agreement pursuant to this paragraph shall be effective unless a notice of termination has been executed and recorded in accordance with this paragraph.

10.3. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, whether as to the entire Property or only as to part, Lessee shall, within ninety (90) days of the effective date of termination, unless otherwise mutually agreed upon, (a) remove from the Property (or applicable portion thereof) all above surface grade Power Facilities and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Property or applicable portion thereof) concrete footings, foundations and other fixtures of Lessee to a depth of two (2) feet below the surface grade, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Property (or applicable portion thereof), (d) leave the surface of the Property

(or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee and (e) otherwise restore any portion of the Property (or applicable portion thereof) disturbed by Lessee to a condition reasonably similar to its original condition, consistent with the uses permitted by this Agreement. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion. Owner shall provide Lessee with reasonable access to the Property during the performance of such removal and other work by Lessee for a period of ninety (90) days following the termination or expiration of this Agreement. During such period, Lessee shall be required to pay the amounts set forth in Section 3 or other rent.

10.4. Default by Owner. In the event that Owner fails to comply with or perform any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Owner hereunder, or interferes with Lessee's use of the Property in accordance with the terms of this Agreement, which default continues for more than thirty (30) days after Lessee's delivery of written notice to Owner specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Owner has not undertaken procedures to cure such default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Lessee may exercise any right or remedy available to Lessee at law or in equity, including but not limited to obtaining an injunction.

Anything to the contrary notwithstanding, Lessee shall restore the property to the same condition it existed at the time of the execution of this lease within 90 days of termination.

If Lessee fails to remove any Power Facilities within ninety (90) days following the termination or expiration of this Agreement, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner for reasonable and documented costs of removal and restoration incurred by Owner, net of any amounts reasonably recoverable by Owner with respect to the salvage value of any such Power Facilities. Upon execution of this lease, Lessee will deposit \$10,000 or provide a performance bond to cover the cost of removal and restoration of the property when the lease is terminated in the event Lessee fails in its obligation to remove its equipment and restore the property within 90 days as provided herein. On the tenth anniversary date of the Rent Commencement Date, Lessee shall deposit an additional \$15,000.00, for a total of \$25,000.00 to be held as additional security under the same terms herein. Upon the start of the first renewal, if exercised, the Lessee shall deposit an additional \$5,000.00 for a total security deposit of \$30,000.00.

11. Miscellaneous.

a. Force Majeure. If, after a good faith effort, Lessee is prevented from (i) complying with any express or implied covenant of this Agreement; (ii) constructing, or causing construction of, Power Facilities on the Property; (iii) producing or transmitting, or causing to be produced or transmitted, electricity; or (iv) performing any other activity reasonably related to and/or required by this Agreement by reason of war; weather; fire; casualty; terrorism; rebellion; riots; strikes; acts of God; inability to secure materials, any valid order, rule, or regulation of governmental authority (e.g., a third-party contest to any governmental approval or any legal action intended to prevent issuance of a permit or approval); or similar events that are beyond the control of Lessee (collectively referred to as a "Force Majeure Condition"), then, while so prevented, restricted or delayed, Lessee's obligation to perform hereunder shall be suspended and excused to the extent of prevention, restriction or delay, and Lessee shall not be liable for damages for failure to comply with such obligation. The term Force Majeure Condition shall also include repowering of the Power Facilities and the termination (but not the curtailment) of any power purchase agreement with respect to the Property, even though such action may be deemed to be within the control of Lessee.

b. Condemnation/Casualty; In the event that the Property is condemned or taken through eminent domain or other takings action, the Owner shall receive compensation for the value of the underlying land and Lessee shall receive compensation for : (i) any removal and relocation costs of the Power Facilities, (ii) any loss of or damage to any Power Facilities, (iii) the loss of use of any portion of the Property by Lessee (including impediments to or interference with the receipt of sunlight) and (iv) Lessee's lost profits, measured in each case with regard to the effect on Lessee's use of the Property and

any effect on Lessee's use of other property. If such condemning authority makes all payments to one party, the other party shall be compensated for its proportionate share of losses from the other party out of the awarded payment. Lessee shall have the right to participate in any condemnation settlement proceedings and Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld. Should title to or possession of all of the Property be permanently taken, or should a partial taking render the remaining portion of the Property unsuitable for Lessee's use (as determined by Lessee), then Lessee may terminate this Agreement upon such vesting of title or taking of possession. In the event of a casualty that damages or destroys more than ten percent (10%) of the Power Facilities, Lessee shall have the right to terminate this Lease upon written notice to Owner.

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 8.1 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Property. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement.

d. Memorandum of Lease Agreement. Owner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum of this Agreement satisfactory in form and substance to Owner and Lessee. Lessee shall pay all costs of recording such memorandum. Owner hereby consents to the recordation of the interest of an Assignee in the Property.

e. Notices. All notices or other communications required or permitted hereunder, including payments to Owner, shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Owners:

City of Cookeville
45 East Broad St
Cookeville, TN 38503
Attn: City Manager

Putnam County
300 E. Spring St
Cookeville, TN 38501
Attn: County Executive

If to Lessee:

Powerhouse TN LLC
256 Seaboard Lane, STE G-103
Franklin TN 37067
Attn: R. Keith Gordon

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

f. Further Assurances; Cooperation. Owner shall only to the extent it chooses to cooperate with Lessee in the conduct of its Development Activities and the exercise of its rights hereunder.

g. No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, (i) no act or failure to act on the part of Lessee shall be deemed to constitute an abandonment, surrender or termination of any interest under this Agreement, except upon recordation by Lessee of a quitclaim deed or release specifically conveying such Leasehold Estate or interest back to Owner, (ii) nonuse of the Agreement or any lease or interest hereunder shall not prevent the future use of the entire scope thereof; and (iii) no use of or improvement to the Property, and no assignment, transfer or grant under Section 8 or otherwise, or use resulting from any such transfer or grant, shall, separately or in the aggregate, constitute an overburdening of this Agreement or any lease or interest hereunder.

h. No Merger. There shall be no merger of this Agreement, or of the Leasehold Estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the Leasehold Estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur

unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including, without limitation, each Leasehold Mortgagee) having an interest in this Agreement or in the estate of Owner and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

i. Entire Agreement. This Agreement, together with its attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including any options or agreements for leases, confidentiality agreements, and/or access agreements previously entered into by the Parties with respect to the Property), are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

j. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

k. Partial Invalidity. Should any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of the Leasehold Estate or this Agreement be longer than the longest period permitted by applicable law; provided, however, that Lessee shall be entitled to record an instrument preserving the effectiveness or record notice of this Agreement.

l. Counterparts; Facsimiles or PDF. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile or electronic "PDF" to the same and full extent as the originals

m. Other General Provisions. Except with respect to the rights conferred hereunder upon Leasehold Mortgagees (which Leasehold Mortgagees and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and lessee. Lessee's shareholders, directors, officers, partners and members shall not have any personal liability for any damages arising out of or in connection with this Agreement. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof.

n. Estoppel Certificates. Owner shall, within ten (10) days after a written request by Lessee, any Assignee or any Leasehold Mortgagee, execute, acknowledge and deliver to the requesting party such estoppel certificates (certifying as to such matters as may reasonably be requested, including, without limitation, that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults)) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or any Leasehold Mortgagee may reasonably request from time to time during the term of this Agreement. At Lessee's option, such certificates, consents and agreements may be recorded and Owner consents to such recording. Lessee shall bear the costs/expense of legal fees and costs incurred by Owner to provide any said documentation.

Anything to the contrary notwithstanding, The City of Cookeville, Putnam County, their employees and the owners and operators of billboards near the property have unlimited access across the road to the property.

Anything to the contrary notwithstanding, any dispute regarding this agreement shall take place in the Chancery Court of Putnam County, Tennessee as the sole and exclusive jurisdiction and venue to resolve any disputes. Each party will pay its own fees and costs. The law of the State of Tennessee shall apply. The parties may agree to non-binding mediation in Cookeville, Tennessee if they so desire.

IN WITNESS WHEREOF, Owner and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

City of Cookeville

By: _____
Name: _____
Title: _____

OWNER: Putnam County

By: _____
Name: _____
Title: _____

LESSEE:

Powerhouse Ten, LLC,
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
THE PROPERTY

EXHIBIT B

Title Matters

NONE

The Chairman asked for discussion on the motion to approve a lease agreement with Powerhouse Ten, LLC for a solar farm in the Highlands Business Park and to authorize the County Executive to execute all documents necessary to finalize the lease. The Commissioners discussed the motion.

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

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF USING \$12,000 FROM THE ECONOMIC DEVELOPMENT FUND TO WIDEN OLD CANE CREEK ROAD WHICH WILL BE THE ENTRANCE ROAD TO THE NEW WINDOW CLIFF NATURAL AREA BEING DEVELOPED BY THE STATE

Commissioner Jordan Iwanyxyn moved and Commissioner Mike Medley seconded the motion to approve using \$12,000 from the Economic Development Fund to widen Old Cane Creek Road which will be the entrance road to the New Window Cliff Natural Area being developed by the State.

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

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Jerry Ford
Jerry Roberson
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage
Reggie Shanks
Larry Redwine
Mike Medley

Ben Rodgers
Danny Holmes
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood
Cathy Reel

ABSENT:

Benton Young

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

NOMINATING COMMITTEE:

MOTION RE: NOMINATING COMMITTEE RECOMMENDS THE APPOINTMENT OF BENNETT JARED TO THE UPPER CUMBERLAND REGIONAL AIRPORT AUTHORITY FOR A 3 YEAR TERM TO EXPIRE MARCH 2020

Commissioner Tony Honeycutt moved and Commissioner Chris Savage seconded the motion to approve the appointment of Bennett Jared to the Upper Cumberland Regional Airport Authority for a 3 year term to expire March 2020.

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

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

**MOTION RE: NOMINATING COMMITTEE RECOMMENDS THE FOLLOWING APPOINTMENTS TO THE AWARDS COMMITTEE: REGGIE SHANKS
CATHY REEL
WAYNE NABORS**

2 YEAR TERMS TO EXPIRE FEBRUARY 2019

Commissioner Tony Honeycutt moved and Commissioner Kim Bradford seconded the motion to approve the appointments to the Awards Committee of Reggie Shanks, Cathy Reel and Wayne Nabors.

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

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

REPORT OF SPECIAL COMMITTEES: None

RESOLUTIONS: None

ELECTION OF NOTARIES:

MOTION RE: APPROVE THE ELECTION OF NOTARIES

Commissioner Donny Buttram moved and Commissioner Daryl Blair seconded the motion to approve the Election of Notaries.

(SEE ATTACHED)

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

Notaries to be elected March 20, 2017

TABITHA BIVENS
WHITNEY R BOLES
RHONDA BREEDING
KATHRYN G COFFMAN
LOREN DAVIS
AMY L DYER
MARCIA ELDRIDGE
WILLIAM A GEORGE
RYAN JOSEPH GOOD
APRIL HAYES
ANN HORAN
DEBORAH JACKSON
ARLENE MASON

KIMBERLY MCQUISTON
RONALD C NELSON
DARLENE OVERSTREET
ALEXANDRIA R POWELL
TERIA LEIGH RIDLEY
MARGARET L SACH
LIONEL SAGASTOME
MALINDA SEBER
RANDALL SHORT
RANDI SHORT
SANDY K THOMPSON
REGINA WIGGINS

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

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Jerry Ford
Jerry Roberson
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage
Reggie Shanks
Larry Redwine
Mike Medley

Ben Rodgers
Danny Holmes
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood
Cathy Reel

ABSENT:

Benton Young

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

OTHER NEW BUSINESS:

RECOGNIZE CASH FLOW ANALYSIS FOR THE GENERAL PURPOSE SCHOOL FUND (NO ACTION REQUIRED)

(SEE ATTACHED)

Department of Education Putnam County

Mr. Jerry Boyd, Director of Schools

Board of Education
Kim Cravens, Chair
Dawn Fry, Vice-Chair

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

Board Members
Celeste Gammon
Jerry Maynard
David McCormick
Lynn McHenry

March 7, 2017

Honorable Commissioners
Putnam County Courthouse
Cookeville, TN 38501

Honorable Commissioners:

Please see attached Cash Flow Analysis for the General Purpose School Fund (141) for year FY17.

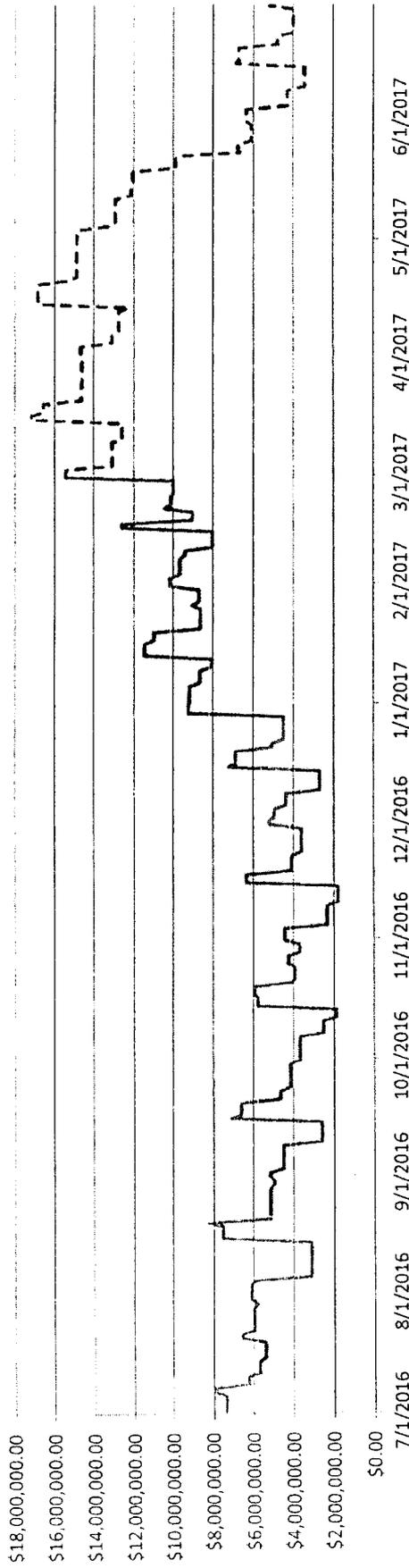
Sincerely,

Mark McReynolds
Putnam County Board of Education

Enclosures:

- General Purpose School Fund Cash Flow Analysis for year FY17 as of March 1, 2017.

**Putnam County
General Purpose School Fund
Cash Balance FY17**



7/1/2016	\$ 7,373,825.41	2/1/2017	\$ 10,171,655.03
8/1/2016	\$ 6,073,149.62	3/1/2017	\$ 15,421,858.16
9/1/2016	\$ 5,178,374.11		
10/1/2016	\$ 3,675,566.41		
11/1/2016	\$ 4,446,280.21		
12/1/2016	\$ 5,186,746.98		
1/1/2017	\$ 9,234,967.43		

HEAR A REPORT FROM COUNTY EXECUTIVE RANDY PORTER CONCERNING THE FAIRGROUND PROPERTY

County Executive, Randy Porter gave a report concerning the Fairground Property.

The Commissioners discussed the report.

MOTION RE: TO APPROVE A REFERENDUM TO THE PEOPLE FOR A DECISION TO SELL THE FAIRGROUNDS

Commissioner Reggie Shanks moved and Commissioner Jerry Ford seconded the motion to approve a referendum to the people for a decision to sell the fairgrounds.

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

The motion to approve a referendum to the people for a decision to sell the fairgrounds was over-ruled by the Chairman, to delete for tonight as the motion is not proper at this meeting.

ANNOUNCEMENTS AND STATEMENTS:

EMPLOYEE OF THE MONTH: JIM ELDRIDGE

SPECIAL AWARD OF THE MONTH:

RECOGNITION OF THE UPPERMAN HIGH SCHOOL LADY BEES FOR THEIR LADIES BASKETBALL STATE CHAMPIONSHIP WIN

(SEE ATTACHED)

EMPLOYEE OF THE MONTH FOR

MARCH 2017

JIM ELDRIDGE

Major with the Putnam County Sheriff's Dept.

SPECIAL AWARD FOR MARCH 2017

**Recognition of the Upperman High School
Lady Bees for their ladies basketball State
Championship win**

ADJOURN:

Commissioner Mike Medley moved and Commissioner Daryl Blair seconded the motion to Adjourn.

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

Revenue July - February (2/28/17)

ACCOUNT	BUDGETED 2015-2016	BUDGETED 2016-2017	RECEIVED	% of Budget	INC/DEC Last year
40110 CURRENT PROPERTY TAX	11,798,968.00	12,842,479.00	12,562,232.45	98%	1,165,327
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	350,000.00	350,000.00	182,528.89	52%	37,599
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	275,000.00	250,000.00	158,351.24	63%	4,285
40140 INTEREST AND PENALTY	55,000.00	55,000.00	22,124.25	40%	15,665
40163 PAYMENTS IN LIEU OF TAXES -OTHER	1,500.00	2,000.00	86,546.04	4327%	85,441
40210 LOCAL OPTION SALES TAX	11,000.00	11,000.00	7,597.44	69%	0
40220 HOTEL/MOTEL TAX	275,000.00	0.00	37,440.07		
40250 LITIGATION TAX -GENERAL	275,000.00	275,000.00	180,617.92	66%	17,402
40260 LITIGATION TAX -SPECIAL PURPOSE	1,000.00	1,000.00	207.93	21%	254
40270 BUSINESS TAX	1,050,000.00	1,150,000.00	310,699.45	27%	23,226
40320 BANK EXCISE TAX	50,000.00	65,000.00	7,459.90	11%	7,460
40330 WHOLESALE BEER TAX	210,000.00	210,000.00	151,864.27	72%	8,569
40350 INTERSTATE TELECOMMUNICATIONS TAX	6,000.00	6,000.00	4,514.46	75%	90
41140 CABLE TV FRANCHISE	240,000.00	250,000.00	202,415.41	81%	10,628
41520 BUILDING PERMITS	110,000.00	110,000.00	80,262.00	73%	16,127
41530 ELECTRICAL PERMITS	70,000.00	80,000.00	67,813.00	85%	3,852
41540 PLUMBING PERMITS	7,000.00	8,000.00	5,865.00	73%	208
41590 OTHER PERMITS	2,500.00	2,000.00	1,800.00	90%	400
42110 FINES	65,000.00	40,000.00	21,603.91	54%	5,890
42120 OFFICERS COSTS	12,000.00	12,000.00	8,622.58	72%	793
42140 DRUG CONTROL FINES	500.00	1,000.00	690.18	69%	129
42141 DRUG COURT FEES	2,000.00	4,000.00	4,183.54	105%	1,207
42150 JAIL FEES	30,000.00	30,000.00	16,215.79	54%	2,545
42170 JUDICIAL COMMISSIONER FEES	300.00	200.00	76.00	38%	59
42180 DUI TREATMENT FINES	0.00	8,000.00	7,240.93	91%	1,182
42190 DATA ENTRY FEE -CIRCUIT COURT	4,000.00	4,000.00	3,673.38	92%	450
42191 COURTROOM SECURITY FEE	500.00	500.00	173.37	35%	211
42192 VITCIMS ASSISTANCE ASSESSMENTS	12,000.00	13,000.00	10,989.50	85%	1,568
42310 FINES	50,000.00	40,000.00	20,213.42	51%	2,406
42320 OFFICERS COSTS	110,000.00	100,000.00	76,117.07	76%	11,129
42330 GAMES AND FISH FINES	0.00	500.00	363.13	73%	9
42340 DRUG CONTROL FINES	1,000.00	1,000.00	812.14	81%	932
42341 DRUG COURT FEES	10,000.00	12,000.00	8,326.26	69%	120
42350 JAIL FEES	125,000.00	120,000.00	69,712.15	58%	1,522
42351 INTERPRETER FEE	0.00		24.50		35
42370 JUDICIAL COMMISSIONER FEES	500.00	500.00	157.23	31%	44
42380 DUI TREATMENT FINES	10,000.00	12,000.00	7,812.33	65%	630
42390 DATA ENTRY FEE -GENERAL SESSIONS COURT	40,000.00	40,000.00	25,414.41	64%	2,158
42391 COURTROOM SECURITY FEE	5,000.00	5,000.00	3,178.45	64%	238
42392 VICTIMS ASSISTANCE ASSESSMENT	12,000.00	22,000.00	18,489.85	84%	3,247
42410 FINES	1,000.00	1,000.00	187.55	19%	28
42420 OFFICERS COSTS	11,000.00	11,000.00	10,690.03	97%	3,833
42440 DRUG CONTROL FINES	0.00		25.17		25
42450 JAIL FEES	11,000.00	11,000.00	8,624.42	78%	2,249
42490 DATA ENTRY FEE -JUVENILE COURT	2,000.00	2,000.00	2,621.40	131%	734
42491 COURTROOM SECURITY FEE	0.00	500.00	896.00	179%	563
42520 OFFICERS COSTS	4,500.00	4,500.00	2,560.04	57%	842
42530 DATA ENTRY FEE -CHANCERY COURT	7,000.00	6,000.00	4,359.10	73%	218
42871 COURTROOM SECURITY FEE	400.00	400.00	209.04	52%	51
42990 OTHER FINES, FORFEITURES, AND PENALTIES	400.00	400.00	265.05	66%	9
43120 PATIENT CHARGES	3,700,000.00	4,000,000.00	3,223,143.88	81%	604,079
43190 OTHER GENERAL SERVICE CHARGES	3,500.00	5,000.00	13,476.39	270%	7,231
43194 SERVICE CHARGES	2,000.00	5,000.00	8,525.00	171%	3,870
43340 RECREATION FEES	2,000.00	4,000.00	8,000.00	200%	2,575
43370 TELEPHONE COMMISSIONS	40,000.00	35,000.00	43,503.74	124%	18,353
43392 DATA PROCESSING FEE -REGISTER	21,000.00	21,000.00	15,862.00	76%	612
43394 DATA PROCESSING FEE -SHERIFF	10,000.00	10,000.00	7,197.57	72%	100

Revenue July - February (2/28/17)

ACCOUNT	BUDGETED 2015-2016	BUDGETED 2016-2017	RECEIVED	% of Budget	INC/DEC Last year
43395 SEXUAL OFFENDER REGISTRATION FEE-SHERIFF	2,500.00	2,500.00	2,500.00	100%	950
43396 DATA PROCESSING FEE -COUNTY CLERK	17,000.00	20,000.00	13,252.45	66%	356
44110 INVESTMENT INCOME	120,000.00	200,000.00	148,667.04	74%	13,181
44120 LEASE/RENTALS	305,000.00	300,000.00	212,048.53	71%	46,719
44130 SALE OF MATERIALS AND SUPPLIES	2,000.00	5,000.00	4,055.00	81%	17,597
44131 COMMISSARY SALES	475,000.00	600,000.00	261,810.15	44%	93,814
44135 SALE OF GASOLINE	70,000.00	50,000.00	40,853.49	82%	3,843
44170 MISCELLANEOUS REFUNDS	30,000.00	30,000.00	11,453.76	38%	15,065
44514 REVENUE FROM JOINT VENTURES	0.00		0.00		0
44530 SALE OF EQUIPMENT	0.00		2,410.00		2,376
44540 SALE OF PROPERTY	25,000.00	25,000.00	39,760.69	159%	8,521
44560 DAMAGES RECOVERED FROM INDIVIDUALS	5,000.00	5,000.00	5,401.44	108%	2,569
44570 CONTRIBUTIONS & GIFTS	0.00		0.00		2,646
44580 PERFORMANCE BOND FORFEITURES	30,000.00	40,000.00	49,052.30	123%	10,845
44990 OTHER LOCAL REVENUES	375,000.00	375,000.00	282.00	0%	641
45510 COUNTY CLERK	660,000.00	675,000.00	447,262.60	66%	4,065
45520 CIRCUIT COURT CLERK	350,000.00	375,000.00	245,215.22	65%	8,939
45540 GENERAL SESSIONS COURT CLERK	855,000.00	880,000.00	547,345.32	62%	51,841
45550 CLERK AND MASTER	225,000.00	185,000.00	120,947.14	65%	14,663
45560 JUVENILE COURT CLERK	70,000.00	80,000.00	70,620.54	88%	15,643
45580 REGISTER	280,000.00	285,000.00	220,589.73	77%	19,017
45590 SHERIFF	35,000.00	30,000.00	22,666.62	76%	5,039
45610 TRUSTEE	1,385,000.00	1,400,000.00	1,270,749.62	91%	49,803
46110 JUVENILE SERVICES PROGRAM	74,656.00	65,656.00	74,133.62	113%	4,393
46210 LAW ENFORCEMENT TRAINING PROGRAMS	37,800.00	37,800.00	37,800.00	100%	4,200
46220 DRUG CONTROL GRANTS	117,500.00	80,000.00	73,418.32	92%	21,874
46290 OTHER PUBLIC SAFETY		3,600.00		0%	0
46310 HEALTH DEPARTMENT PROGRAMS	1,806,100.00	1,902,600.00	1,136,481.29	60%	41,742
46390 OTHER HEALTH AND WELFARE GRANTS	0.00				0
46430 LITTER PROGRAM	37,300.00	94,581.00	66,728.38	71%	41,215
46820 INCOME TAX	75,000.00	175,000.00	146,332.02	84%	62,045
46830 BEER TAX	9,000.00	15,000.00	9,816.22	65%	43
46840 ALCOHOLIC BEVERAGE TAX	100,000.00	100,000.00	93,489.31	93%	6,745
46851 STATE REVENUE SHARING -T.V.A.	855,000.00	875,000.00	431,823.22	49%	14,057
46880 BOARD OF JURORS	0.00		0.00		0
46890 PRISONER TRANSPORTATION	0.00				0
46915 CONTRACTED PRISONER BOARD	950,000.00	1,400,000.00	954,970.00	68%	101,380
46960 REGISTRAR'S SALARY SUPPLEMENT	11,000.00	15,000.00	7,582.00	51%	0
46980 OTHER STATE GRANTS	104,000.00	110,000.00	74,979.72	68%	7,375
46990 OTHER STATE REVENUES	0.00	85,300.00	22,354.09	26%	22,354
47114 USDA					0
47141 TITLE 1 D GRANT		26,577.00		0%	0
47180 COMMUNITY DEVELOPMENT	0.00	187,500.00		0%	55,850
47220 CIVIL DEFENSE REIMBURSEMENT	55,850.00	55,850.00	55,850.00	100%	7,729
47230 DISASTER RELIEF	0.00		0.00		74,928
47235 HOMELAND SECURITY GRANTS	116,125.00	143,000.00	5,031.88	4%	53,280
47250 LAW ENFORCEMENT GRANTS	60,000.00	60,000.00	28,013.32	47%	16,413
47590 OTHER FEDERAL THROUGH STATE	15,000.00	15,000.00	15,311.01	102%	15,311
47650 ENERGY GRANT		106,760.00		0%	1,411
47700 ASSET FORFEITURE FUNDS	3,000.00	1,000.00	0.00	0%	180,083
48110 PRISONER BOARD	375,000.00	320,000.00	158,389.14	49%	150,867
48140 CONTRACTED SERVICES	15,000.00	15,000.00	6,563.37	44%	2,482
48610 DONATIONS	0.00				103,258
48990 OTHER	125,000.00	132,500.00	117,316.55	89%	117,317
49200 NOTES ISSUED	0.00		0.00		2,843
49700 INSURANCE RECOVERY	5,000.00	0.00	0.00		0
TOTALS	29,357,399.00	31,835,203.00	25,370,670.61	80%	1,993,346

Revenue July - February (2/28/17)

ACCOUNT	BUDGETED 2015-2016	BUDGETED 2016-2017	RECEIVED	% of Budget	INC/DEC Last year
<u>SOLID WASTE (116)</u>					
40110 CURRENT PROPERTY TAX	2,684,795.00	2,735,676.00	2,675,976.00	98%	82,681
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	75,000.00	75,000.00	41,512.98	55%	8,578
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	65,000.00	55,000.00	36,031.89	66%	975
40140 INTEREST AND PENALTY	13,000.00	13,000.00	5,034.29	39%	3,565
40161 PAYMENT IN LIEU OF TAXES	0.00		18,435.80		18,283
40320 BANK EXCISE TAX	10,000.00	15,000.00	1,589.09	11%	1,589
43110 TIPPING FEES	840,000.00	900,000.00	762,694.73	85%	81,259
43114 SOLID WASTE DISPOSAL FEE	40,000.00	40,000.00	0.00	0%	0
44145 SALE OF RECYCLED MATERIALS	200,000.00	200,000.00	156,676.22	78%	18,949
46170 SOLID WASTE GRANTS	0.00	0.00	137,205.31		137,205
46190 OTHER GENERAL GOVT	75,000.00	75,000.00	23,329.49	31%	37,156
46430 LITTER PROGRAM	12,400.00	12,400.00	5,762.13	46%	2,397
TOTALS	4,015,195.00	4,121,076.00	3,864,247.93	94%	289,246
<u>INDUSTRIAL/ECONOMIC DEVOLPMENT (119)</u>					
40110 CURRENT PROPERTY TAX	423,915.00	303,964.00	297,329.35	98%	112,132
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	12,000.00	12,000.00	6,540.63	55%	1,369
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	10,000.00	9,000.00	5,689.17	63%	154
40140 INTEREST AND PENALTY	2,000.00	2,000.00	794.92	40%	563
40161 PAYMENT IN LIEU OF TAXES			2,048.43		2,024
40220 HOTEL\MOTEL TAX		445,000.00	200,240.25	45%	200,240
40320 BANK EXCISE TAX	1,000.00	2,000.00	176.57	9%	177
43320 SUBDIVISION LOT FEES	500.00	1,500.00	3,100.00	207%	550
TOTALS	449,415.00	775,464.00	515,919.32	67%	87,982
<u>SPECIAL PURPOSE (121)</u>					
43365 ARCHIVES AND RECORDS MANAGEMENT FEE	70,000.00	75,000.00	48,188.31	64%	2,848
44570 CONTRIBUTIONS & GIFTS	3,000.00	5,000.00	1,805.00	36%	2,670
TOTALS	73,000.00	80,000.00	49,993.31	62%	5,518
<u>DRUG CONTROL (122)</u>					
42140 DRUG CONTROL FINES	0.00	0.00	690.16		690
42340 DRUG CONTROL FINES	0.00	0.00	418.57		419
42910 PROCEEDS FROM CONFISCATED PROPERTY	30,000.00	20,000.00	38,525.75	193%	33,488
44540 SALE of PROPERTY		5,000.00	941.85	19%	10,908
49800 TRANSFER IN		50,000.00	50,000.00	100%	50,000
44170 MISCELLANEOUS REFUNDS	2,000.00	2,000.00	806.07	40%	596
TOTALS	32,000.00	77,000.00	91,382.40	119%	74,285
<u>SPORTS AND RECREATION (123)</u>					
40110 CURRENT PROPERTY TAX	777,178.00	607,928.00	594,662.12	98%	156,040
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	20,000.00	20,000.00	11,997.32	60%	2,514
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	10,000.00	14,000.00	10,430.40	75%	282
40140 INTEREST AND PENALTY	3,000.00	3,000.00	1,457.31	49%	1,032
40161 PAYMENT IN LIEU OF TAXES	0.00	0.00	4,096.85		4,053
40220 HOTEL/MOTEL TAX	80,950.00	270,000.00	156,020.64	58%	75,071
40320 BANK EXCISE TAX	3,000.00	4,000.00	353.12	9%	353
43340 RECREATION FEES	60,000.00	70,000.00	30,808.70	44%	3,576
44120 LEASE/RENTALS	35,000.00	30,000.00	16,080.00	54%	6,063
44990 OTHER LOCAL REVENUES	25,000.00	25,000.00	18,231.12	73%	6,350
49800 TRANSFERS IN	165,000.00		0.00		0
TOTALS	1,179,128.00	1,043,928.00	844,137.58	81%	75,963

Revenue July - February (2/28/17)

ACCOUNT	BUDGETED 2015-2016	BUDGETED 2016-2017	RECEIVED	% of Budget	INC/DEC Last year
<u>DEBT SERVICE (151)</u>					
40110 CURRENT PROPERTY TAX	9,184,825.00	9,194,911.00	8,994,265.10	98%	122,432
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	225,000.00	225,000.00	142,001.91	63%	32,550
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	200,000.00	185,000.00	123,267.25	67%	3,336
40140 INTEREST AND PENALTY	45,000.00	45,000.00	17,222.30	38%	12,330
40161 PAYMENTS IN LIEU OF TAXES	0.00		61,964.94		61,441
40210 LOCAL OPTION SALES TAX	4,300,000.00	5,500,000.00	4,668,382.50	85%	208,643
40220 HOTEL/MOTEL TAX	650,000.00	800,000.00	597,940.89	75%	10,301
40320 BANK EXCISE TAX	40,000.00	50,000.00	5,341.11	11%	5,341
44110 INVESTMENT INCOME	200,000.00	0.00	279.10		11,700
49800 TRANSFERS IN	606,444.00	361,000.00	0.00	0%	87,667
TOTALS	15,451,269.00	16,360,911.00	14,610,665.10	89%	246,646
<u>CAPITAL PROJECTS (171)</u>					
40110 CURRENT PROPERTY TAX	282,610.00	303,964.00	297,329.21	98%	24,316
40120 TRUSTEE'S COLLECTIONS -PRIOR YEAR	8,000.00	8,000.00	4,371.51	55%	901
40130 CIR CLK/CLK & MASTER COLLECTIONS-PR YR	6,000.00	6,000.00	3,792.78	63%	103
40140 INTEREST AND PENALTY	1,000.00	1,000.00	529.88	53%	375
40161 PAYMENT IN LIEU OF TAXES	0.00		2,048.44		2,032
40320 BANK EXCISE TAX	1,000.00	1,500.00	176.57	12%	177
49800 TRANSFERS IN	2,000,000.00	3,500,000.00	3,500,000.00	100%	2,874,335
TOTALS	2,298,610.00	3,820,464.00	3,808,248.39	100%	2,899,687

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: Wednesday, March 08, 2017

RE: Planning Committee Agenda

Listed below are items to be considered by the County's Planning Committee on March 13, 2017 immediately following Fiscal Review in the County Commission Chambers at the Courthouse.

1. Consider amendment to the Public Records Policy to match T.C.A. concerning Clerks of the Courts.
2. Consider approving the Fire Department to sell a surplus vehicle via internet auction.
1995 Jeep Cherokee, VIN 1J4FJ2853TL191290
3. Any other business

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: Wednesday, March 08, 2017

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on March 13, 2017 at 5:30 PM in the County Commission Chambers at the Courthouse.

1. Consider budget amendments to the County General Fund.
2. Consider budget amendments to the General Purpose School fund
3. Consider approval of economic development incentives to "Project Bottle" as detailed in the attached "Letter of Intent" and authorize the County Executive to execute all documents necessary to finalize the agreement.
4. Consider approval of lease agreement with Powerhouse Ten, LLC, for a solar farm in the Highlands Business Park and authorize the County Executive to execute all documents necessary to finalize the lease.
5. Consider approval of using \$12,000 from the Economic Development Fund to widen Old Cane Creek Road which will be the entrance road to the New Window Cliff Natural Area being developed by the State.
6. Any other business

Motion: Recommends approval of using \$12,000 from the Economic Development Fund to widen Old Cane Creek Road which will be the entrance road to the New Window Cliff Natural Area being developed by the State.

Made By: Medley
Seconded: Bowman

VOICE VOTE

APPROVED

Item #6 *Any other business*

NONE

ADJOURNED

NOMINATING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: March 8, 2017

RE: Nominating Committee Agenda

Listed below are items to be considered by the Nominating Committee on Monday March 13, 2017 IMMEDIATELY AFTER THE PLANNING COMMITTEE MEETING.

1. Consider the re-appointment of Bennett Jared to the Upper Cumberland Regional Airport Authority with a term of 3 years to expire March 2020.
2. Consider appointments to the Awards Committee 2 year terms to expire February 2019.
Current members expiring:
Reggie Shanks
Cathy Reel
Wayne Nabors
3. Any other business