

MINUTES
OF
PUTNAM COUNTY COMMISSION
DECEMBER 19, 2016

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 December 19, 2016 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 Reverend Kevin Phillips, of the Mineral Springs Baptist Church for the Invocation.

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

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

PRESENT:

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

ABSENT:

Larry Redwine

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 Jordan Iwanyszyn moved and Commissioner Kim Bradford seconded the motion to approve the Agenda of the December 19, 2016 Meeting of the Putnam County Board of Commissioners.

(SEE ATTACHED)

AGENDA PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

**Regular Monthly Session
Monday December 19, 2016 6:00PM**

**Presiding: Honorable Mike Atwood
Commission Chairman**

- 1. Call to Order - Sheriff Eddie Farris**
- 2. Invocation** *District 4*
- 3. Pledge to the Flag of the United States of America** *District 4*
- 4. Roll Call - County Clerk Wayne Nabors**
- 5. Approval of the Agenda**
- 6. Approval of the Minutes of Previous Meeting**
- 7. Unfinished Business and Action Thereon by the Board**
 - A. Report of Standing Committees**
 1. Planning Committee
 2. Fiscal Review Committee
 3. Nominating Committee
 - B. Report of Special Committees**
 - C. Other Unfinished Business**
- 8. New Business and Action Thereon by the Board**
 - A. Report of Standing Committees**
 - 1. Planning Committee**
 - a. Recommends approval of a Resolution concerning Putnam County's Occupational Safety and Health Plan required by TOSHA.
 - b. Recommends approval to set the speed limit for Carlisle Road at 25 MPH.
 - c. Recommends approval of the amendment to the Corrections Committee Resolution.

- d. Recommends approval for Putnam County EMS to sell the following vehicles at Internet auction:
 - 2010 Ambulance Chassis VIN# 1FDUF4GT0BEA91778
 - 1996 Crown Victoria VIN# 2FALP71W3TX129995
- e. Recommends approval of an amendment to the Health and Safety Ordinance from the County Powers Act to match change in TCA code.
- f. Recommends approval of a request from the Health and Safety Board for a Private Act that deals with junk/scrap yards.
- g. Recommends approval to add Pinnacle View Road to the Official County Road Map.

2. Fiscal Review Committee

- a. Recommends approval of budget amendments to the County General Fund.
- b. Recommends approval to apply to the Tennessee Department of Economic and Community Development for a Community Development Block Grant (CDBG) for fire protection. *Requires 15% match*
- c. Consider approval to refinance General Obligation School Bonds, Series 2007 in the amount of \$53,250,000 with the adoption of an amendment to the Debt Management Policy and all other necessary documents needed for the refinancing. *COMES WITH NO RECOMMENDATION*
- d. Recommends approval to apply for a Solid Waste Tire Cleanup grant with no match requirement.

3. Nominating Committee

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

- 1. Acknowledgment of the letter from the Comptroller of the Treasury Office on the approval of the Fiscal Year 2017 budget.
Requires no action, but needs to be incorporated into the minutes
- 2. Acknowledgment of the appointment to the Bangham Utility District:
Richard Norton (term to expire May 19, 2020)
Requires no action, but needs to be incorporated into the minutes

3. Ratification of County Executive Randy Porter's appointments to the Adult Oriented Entertainment Board as follows:

Larry Bennett

David Gentry

Jerry Ford

Mike Medley

Larry Redwine

4 year terms to expire

December 2020

9. Announcements and Statements

10. Adjourn

The Chairman asked for discussion on the motion to approve the Agenda of the December 19, 2016 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 Benton Young seconded the motion to approve the Minutes of the November 21, 2016 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 November 21, 2016 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:

Rules Committee Report given by Commissioner Scott Ebersole.

(SEE ATTACHED)

Proposed Rule Changes
December 2016

Old Rule 2B: Conflict of Interest: *A Commissioner, who abstains from a particular vote by announcing a conflict of interest to the presiding officer, shall not be counted for determining the required majority. (Also see Rule 6E and Appendix B)*

New Rule change 2B: Conflict of Interest: A Commissioner who abstains from a particular vote by announcing a conflict of interest as defined by Tennessee Code Annotated Section 5-5-112, shall not be counted for determining the required majority. (Also see Rule 6E and Appendix B)

Old Rule 5B: Agenda to Commission Members: A copy of the agenda for the regular Commission meeting shall be mailed (post-marked) to each Commissioner and County Clerk at least four (4) days before the Board is to meet.

New Rule 5B: Agenda to Commission Members: A copy of the agenda for the regular Commission meeting shall be emailed to each Commissioner and County Clerk at least four (4) days before the Board is to meet.

Old Rule 5C: Agenda to News Media: *A copy of the agenda shall be mailed to all licensed commercial radio and television stations in Putnam County, and one copy to each newspaper published in Putnam County, for sale and distribution to the general public, at the same time the agenda is mailed to the Commissioners.*

New Rule 5C: Agenda to News Media: A copy of the agenda shall be emailed to all licensed commercial radio and television stations in Putnam County, and one copy to each newspaper published in Putnam County, for sale and distribution to the general public, at the same time the agenda is emailed to the Commissioners.

Old Rule 7E: Conflict of Interest: *A Commissioner, who is also an employee of Putnam County whose employment began before his initial election or appointment to the Commission, may vote on matters in which there is a conflict of interest provided the member informs the governing body immediately prior to the vote and signs a conflict of interest statement. A Commissioner who is also a county employee and whose employment began on or after the date he was initially elected or appointed to serve on the Commission, shall not vote on matters in which he has a conflict of interest. A Commissioner who has an indirect conflict of interest in a particular issue may vote provided the Board is notified prior to the vote and signs an indirect conflict of interest statement. Also, see Rule 2B and Appendix B for these statements and additional information on conflict of interest.*

New Rule Change 7E: Conflict of Interest: No member of the Board of County Commissioners of Putnam County who is also an employee of the County or whose spouse is an employee of the County may vote on matters in which such member has a conflict of interest. A conflict of Interest is created under this section when a member is voting on a matter which, if approved by the Board of County

Commissioners, would increase the pay or benefits of that member or that member's spouse. The vote of any member having a conflict of interest shall be void if challenged in a timely manner. As used in this subsection, "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body. This shall not prohibit a member of the Board of County Commissioners from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which the member has a conflict of Interest.

Old Rule 19C: Creating Agenda: *The Standing Committee agendas shall be compiled by the chairman of the standing committees in cooperation with the County Executive. Requests for an item to be on the agenda should be submitted to the chairman of the standing committee and/or County Executive by 10 am at least seven (7) days prior to the committee meeting. The agendas will be mailed (postmarked) to all Commissioners at least five (5) days before the committee is to meet or earlier at the committee's request.*

New Rule 19C: Creating Agenda: *The Standing Committee agendas shall be compiled by the chairman of the standing committees in cooperation with the County Executive. Requests for an item to be on the agenda should be submitted to the chairman of the standing committee and/or County Executive by 10 am at least seven (7) days prior to the committee meeting. The agendas will be emailed to all Commissioners at least five (5) days before the committee is to meet or earlier at the committee's request.*

OTHER UNFINISHED BUSINESS: None

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE:

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF A
RESOLUTION CONCERNING PUTNAM COUNTY'S OCCUPATIONAL SAFETY AND
HEALTH PLAN REQUIRED BY TOSHA**

Commissioner Jordan Iwanyszyn moved and Commissioner Benton Young seconded the motion to approve the Resolution Concerning Putnam County's Occupational Safety and Health Plan Required by TOSHA.

(SEE ATTACHED)

RESOLUTION NUMBER _____

RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, Putnam County hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE Putnam County Board of Commissioners that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of Putnam County.

PURPOSE:

The Putnam County Commission in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices

injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of (City/County/etc.) Putnam County shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Putnam County Commission are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, Dennis McBroom and Tom Brown are designated as the Safety Directors of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Directors shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Putnam County Commission.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of Putnam County requiring it.

Handy Porter

County Executive

12/19/16

Date

Wayne Adams

COUNTY CLERK

12-19-16

DATE



The Chairman asked for discussion on the motion to approve the Resolution Concerning Putnam County's Occupational Safety and Health Plan Required by TOSHA. There was none.

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

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL TO SET THE SPEED LIMIT FOR CARLISLE ROAD AT 25 MPH

MOTION RE: AMEND THE MOTION TO CHANGE FROM 25 MPH TO 30 MPH THE SPEED LIMIT FOR CARLISLE ROAD

(SEE ATTACHED)

TO: CHAIRMAN OF THE SPEED LIMIT STUDY COMMITTEE

PUTNAM COUNTY PLANNING COMMITTEE

RE: REQUEST FOR SPEED LIMIT REVIEW

DATE: 11-6-16

We, the undersigned property owners, residing on said road (Must be 18 years of age or older and only one signature per residence) of the Carlisle Rd (Road, Lane, Other) do hereby request the Speed Limit Committee review traffic conditions on our road between Pippin (Road, Lane, Other) and Plunk Whitson (Road, Lane, Other) and feel there is sufficient traffic congestion to warrant speed limit reduction below 55 MPH.

Note: For consideration, this petition must be signed by 75% of the addresses on said road.

Reason for changing speed limit: Excessive Speeding/Safety

SIGNATURE	ADDR	TELEPHONE
<u>Will B L</u>	<u>3185 Carlisle Rd</u>	<u>979-8474</u>
<u>Fred Dierker</u>	<u>3479 Carlisle Rd</u>	<u>931-260-4410</u>
<u>Josh Denton</u>	<u>3593 Carlisle Rd</u>	<u>931-347-9441</u>
<u>Jonathan Hamby</u>	<u>3683 Carlisle Rd</u>	<u>931-644-9034</u>
<u>Richard Seidewitz</u>	<u>3714 Carlisle Rd</u>	<u>931-528-5043</u>
<u>Jenna Medley</u>	<u>3737 Carlisle Rd</u>	<u>(931) 854-0900</u>
<u>Reza M Daw</u>	<u>3797 Carlisle Rd</u>	<u>931-510-4171</u>
<u>David Fox</u>	<u>3546 Carlisle Rd</u>	<u>931-260-7861</u>
<u>Kimberly Thibaux</u>	<u>3498 Carlisle Rd</u>	<u>931-303-1371</u>
<u>Christina Gortman</u>	<u>3330 Carlisle Rd</u>	<u>931-239-9772</u>
<u>Candlyn Olson</u>	<u>3344 Carlisle Rd</u>	<u>931-239-7900</u>
<u>Edna Kramer</u>	<u>3216 Carlisle Rd</u>	<u>931-526-292</u>
<u>Isaias P.</u>	<u>3120</u>	<u>931-349-367</u>
<u>Todd Childers</u>	<u>2327 Carlisle Rd</u>	<u>(615) 680-4585</u>
<u>Mary Gornetota</u>	<u>3242 Carlisle Rd</u>	<u>(502) 609-7381</u>
<u>Jason Penner</u>	<u>3166 Carlisle Rd</u>	<u>931-510-4339</u>
<u>Levis Sarris</u>	<u>2371 Carlisle Rd</u>	<u>615-335-1363</u>
<u>Rev. Donny + Sharon Davis</u>	<u>3280 Carlisle Rd</u>	<u>931-520-7801</u>
<u>Jason + Isaac Davis</u>	<u>" " "</u>	<u>" " "</u>
<u>Ryan + Kellie Waite</u>	<u>3081 Carlisle Rd</u>	<u>931-284-9768</u>
<u>James Chambers</u>	<u>3701 Carlisle Rd</u>	<u>931-261-4338</u>
<u>Doreen Black</u>	<u>3370 Carlisle Rd</u>	<u>931-526-7484</u>

Commissioner Jordan Iwanyszyn moved and Commissioner Mike Medley seconded the amended motion to change from 25 mph to 30 mph the speed limit for Carlisle Road.

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

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

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE AMENDMENT TO THE CORRECTIONS COMMITTEE RESOLUTION

Commissioner Jordan Iwanyszyn moved and Commissioner Benton Young seconded the motion to approve the amendment to the Corrections Committee Resolution.

(SEE ATTACHED)

RESOLUTION

RESOLUTION OF THE PUTNAM COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO CREATE A COUNTY CORRECTIONS PARTNERSHIP COMMITTEE FOR PUTNAM COUNTY, TENNESSEE

WHEREAS, the Putnam County Commission has been requested by the Tennessee Corrections Institute (TCI) to create a County Corrections Partnership Committee (CCP) to assist in measures to address jail issues; and

WHEREAS, Putnam County is dedicated to working with TCI on providing and maintaining a good corrections facility.

NOW, THEREFORE in consideration of these facts, the Putnam County Commission meeting in regular session in the Putnam County Courthouse on the 19 day of DEC., 2016 hereby resolves that a CCP Committee be created with the following members:

County Executive
Sheriff
Jail Administrator
General Sessions Judge
Criminal Court Judge
Chairman of Fiscal Review Committee
Chairman of Planning Committee

Be it further resolved that the County Executive and Sheriff will jointly decide on which Judges will serve in the above positions and any additional members. A copy of this Resolution be spread upon the minutes of this meeting.

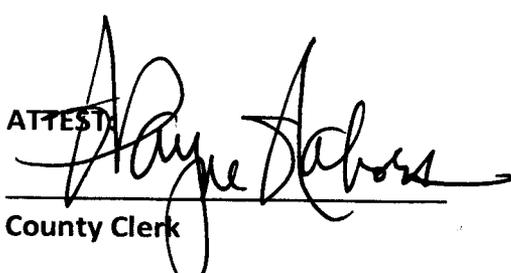
This the 19th day of DEC., 2016.

Approved



County Executive

ATTEST



County Clerk



The Chairman asked for discussion on the motion to approve the amendment to the Corrections Committee Resolution. There was none.

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

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL FOR PUTNAM COUNTY EMS TO SELL THE FOLLOWING VEHICLES AT INTERNET AUCTION:
2010 AMBULANCE CHASSIS VIN# 1FDUF4GT0BEA91778
1996 CROWN VICTORIA VIN # 2FALP71W3TX129995**

Commissioner Jordan Iwanyszyn moved and commissioner Tony Honeycutt seconded the motion to approve Putnam County EMS to sell the following vehicles at Internet Auction: 2010 Ambulance Chassis VIN# 1FDUF4GT0BEA91778 and a 1996 Crown Victoria VIN# 2FALP71W3TX129995.

(SEE ATTACHED)

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

Request to sell by internet auction

Putnam County EMS would like to sell the following vehicles:

Putnam County EMS would like to sell a wrecked ambulance chassis via internet auction. This unit was wrecked in January 2016. It was considered a total loss. The vehicle is currently located in Shelbyville TN and will be auctioned from there, rather than incur a tow bill.

Year: 2010

VIN: 1FDUF4GT0BEA91778

Mileage: At least 100,000

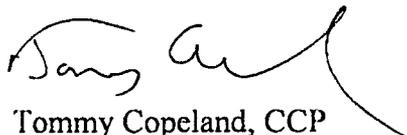
Crown Victoria

Year: 1996

VIN: 2FALP71W3TX129995

Mileage: 189,595

Thank you,



Tommy Copeland, CCP
Director

The Chairman asked for discussion on the motion to approve the Putnam County EMS to sell the following vehicles at Internet Auction: 2010 Ambulance Chassis VIN# 1FDUF4GT0BEA91778 and a 1996 Crown Victoria VIN# 2FALP71W3TX129995. There was none.

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

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF AN AMENDMENT TO THE HEALTH AND SAFETY ORDINANCE FROM THE COUNTY POWERS ACT TO MATCH CHANGE IN TCA CODE

Commissioner Jordan Iwanyszyn moved and Commissioner Kim Bradford seconded the motion to approve the Amendment to the Health and Safety Ordinance from the County Powers Act to match change in TCA Code.

(SEE ATTACHED)

**PUTNAM COUNTY, TENNESSEE
RESOLUTION ADOPTING REGULATIONS GOVERNING THE
HEALTH AND SAFETY STANDARDS OF RESIDENTIAL
AND NON-RESIDENTIAL PROPERTIES**

WHEREAS, the purpose of this resolution is to provide regulatory standards for health and safety conditions of residential and nonresidential properties within the confines of Putnam County, *as well as any parcel of property upon which an owner-occupied residence is located*; and

WHEREAS, Tennessee Code Annotated, Section 5-1-115, authorizes counties to make any rules and regulations necessary for the prevention of dangerous and/or sanitary conditions resulting from overgrown vegetation; accumulation of debris, trash, litter and garbage; or the presence of a vacant dilapidated building or structure; and

WHEREAS, there is a need in Putnam County for the regulation of residential and non-residential property, *including property upon which an owner-occupied residence is located*, for the health, safety, and welfare of residents of the County; and

WHEREAS, the regulations set out herein are intended to address this need.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Putnam County, Tennessee, meeting in regular session on the 19 day of DECEMBER, 2016, in Cookeville, Tennessee, that the following regulations be adopted:

**Regulations Governing the Health and Safety
Standards of Residential and Non-Residential Properties**

SECTION I - Appointment of Enforcement Officer and Hearing Board

- (a) These regulations shall be enforced by the County Codes Inspector (or his or her designee) who shall also be known as the Putnam County Codes Enforcement Officer (hereinafter referred to as Enforcement Officer).
- (b) The Putnam County Health and Safety Standards Board (hereinafter referred to as Hearing Board) shall consist of Seven (7) members to be appointed by the County Executive subject to confirmation by the County Legislative Body. All members of the Hearing Boards shall be residents of Putnam County and shall be appointed for four-year terms; however, the initial appointments shall be made on the following terms in an effort to achieve subsequent staggered four-year terms:

Board Member One	Initial One Year Term
Board Member Two	Initial One Year Term
Board Member Three	Initial Two Year Term
Board Member Four	Initial Two Year Term
Board Member Five	Initial Three Year Term
Board Member Six	Initial Four Year Term

Board Member Seven

Initial Four Year Term

There will be no compensation or reimbursement of expenses for the members of the Hearing Board. Any vacancy, which occurs on the Hearing Board, shall be filled by the County Executive subject to confirmation by the County Legislative Body for the remainder of the term of the vacant position.

In addition to its responsibilities in hearing grievances pursuant to Section VI of these regulations, the Hearing Board shall also be charged with the responsibility of recruiting or coordinating efforts of community organizations, neighbors, religious institutions, and other agencies to provide assistance to persons who are not financially or physically able to comply on their own with the requirements of these regulations.

SECTION II - Property Standards

(a) **Definitions:**

As used in these regulations, the following terms are defined below. Any term not defined by this regulation shall be interpreted as having the meaning established by the 11th Edition of the Merriam-Webster's Collegiate Dictionary.

1. **Accumulation of debris, trash, litter, or garbage**• means a state in which a significant quantity of solid waste products, decomposing matter, or personal property that has been discarded, damaged or which has little or no economic value or practical use is located on the property such that one or more of the following conditions results: the accumulation contributes to the infestation of the property by insects, rodents or other vermin; the accumulation creates an attractive nuisance or other danger to children; the debris, trash, litter or garbage spreads to adjacent properties by natural action of wind or water; the accumulation produces offensive odors that affect reasonable enjoyment of adjacent properties; the accumulation creates a risk to the health and safety of occupants of the property or other residents of the county; or the accumulation noticeably depresses the value of adjacent properties. This term includes the accumulation of two or more junk motor vehicles, as defined below, on the property. This term would not include the brief, temporary storage of debris, trash, litter or garbage for regularly scheduled waste disposal or transfer.
2. **Dilapidated building or structure**• means a structure that is unfit for human occupation or use due to conditions in or around such structure that are dangerous or injurious to the health or safety of the occupants of such structure, the occupants of neighboring structures or to the health or safety of other residents of the county, assuming ordinary health and sensibilities of a reasonable person. Such conditions may include but are not limited to: defects within the structure increasing the hazard of fire, accidents or other calamities, disrepair; structural defects; and unsanitary conditions.

3. Junk motor vehicles,• as used in definition 1 above, means automobiles, motor vehicles, farm tractors or other self-propelled farm implements, or the metal scraps and remains of the foregoing items, which are incapable of being operated and which it would not be economically practical to make operative and which are not fully placed or located within and surrounded by a substantial and durable building. The term shall not include items on the premises of an establishment constituting an automobile graveyard within the meaning of T.C.A. • 54-20-201, *et seq.*, and operating in compliance with the requirements of that part or establishments having facilities for processing scrap metal; or farmers with tractors and implements sitting in fields or on farms that are not directly sitting next to the County road.
4. Owner• means the owner of record of the real property as established in the records of the register of deeds and assessor of property.
5. Neglect and overgrowth of vegetation• means a condition where trees, vines, grass, underbrush or other vegetation has been allowed to grow in such a manner as to endanger the health, safety or welfare of occupants of the property or other persons of the county or encourage the infestation of rats, insects or other harmful animals.
6. Structure• means a building or construction intended for human occupation or use for residential, commercial, industrial or storage purposes. The term includes, but is not limited to houses, garages, commercial and industrial buildings, shops, storage buildings, and sheds. The term does not include structures as referenced in Tennessee Code Annotated Section 5-1-122, which states the powers granted to counties by Tennessee Code Annotated, Section 5-1-115 do not include the regulation of buildings used primarily for agricultural purposes.

(b) Regulations:

7. It shall be a violation of these regulations for any owner of property, *including any parcel of property upon which an owner-occupied residence is located*, to create, maintain or permit to be maintained on property the obvious neglect and overgrowth of vegetation or the accumulation of debris, trash, litter, or garbage so as to endanger the health, safety, or welfare of other persons.
8. It shall be a violation of these regulations for any owner of property, *including any parcel of property upon which an owner-occupied residence is located*, to create, maintain or permit to be maintained on property a vacant dilapidated building or structure that endangers the health, safety, or welfare of other persons.
9. It shall be a violation of these regulations for any owner of property, *including any parcel of property upon which an owner-occupied residence is located*, to create, maintain or permit to be maintained on property any combination of the preceding elements so as to endanger the health, safety, or welfare of other persons.

10. It shall be a violation of these regulations for any owner of property, *including any parcel of property upon which an owner-occupied residence is located*, to allow any violation identified in 1 through 3 above to continue in, on or around any building, structure or property affected by this regulation.
11. Each day that one or more of the conditions described above exists or continues to exist shall constitute a separate violation of these regulations except to the extent that enforcement of the regulations are stayed pending a hearing as described in VI, below.

SECTION III - Owner Responsibilities

It is the obligation of the owner(s) of property, *including any parcel of property upon which an owner-occupied residence is located*, to maintain such property as not to endanger the health, safety, or welfare of county residents and/or so as not to violate the terms of these Regulations. If said property fails to comply with the above-stated regulations, the property owner(s) is ultimately responsible and liable regardless of whether such condition was caused by a tenant, leaseholder or other person.

SECTION IV - Inspection Procedures

Whenever a petition is filed with the Enforcement Officer by at least one (1) owner or occupant of property that lies within five hundred (500) yards of the boundary of the property in question alleging that violation(s) of any of these regulations exist; or whenever the Enforcement Officer can visibly observe a violation from a public road, the Enforcement Officer shall, after making a preliminary investigation which discloses a basis for such violation, issue and cause to be served upon the owner of record of such properties a notice, in accordance with the provisions of Section V, stating the violations and requesting the condition to be remedied within 30 days of the service of the notice .

Should the Enforcement Officer be denied access to a property to inspect for violations, the enforcement officer can petition for an administrative search warrant pursuant to T.C.A. •68-120-117.

SECTION V - Notice of Violation

- (a) The Enforcement Officer shall notify the owner of the property of the violation(s) of these regulations by personal service upon the owner or by United States Certified Mail, Return Receipt Requested, addressed to the last known address of the owner(s) of record. The notice of violation shall state that the owner of the property is entitled to a hearing. The notice of violation shall be written in plain language and shall also include, but not be limited, to the following elements:
 12. A summary of the requirements of these regulations and a brief statement of the violations noted by the Enforcement Officer including the date the violations were noted;

13. A brief statement of the authority granted to counties under T.C.A. ● 5-1-115 and an explanation of the consequences and penalty of failing to remedy the violations of the regulations;
 14. The person, office, address and telephone number of the department or person giving notice;
 15. Instructions regarding what actions should be taken to remedy the violation;
 16. An indication of the time frame during which the alleged violator must remedy the violation or request a hearing with information regarding the place wherein the notified party may return a copy of the notice of violation indicating the desire for a hearing or waiver of hearing and agreement to remedy the violation.
- (b) If the whereabouts of the owner(s) of record is unknown and the same cannot be ascertained by the Enforcement Officer in the exercise of due diligence or if for any reason notice by Certified Mail, Return Receipt Request, cannot be obtained, the Enforcement Officer, after making an affidavit to that effect, may then serve notice of violation upon such person(s) by publishing the same once each week for two (2) consecutive weeks in a newspaper of local circulation. A copy of such notice of violation shall be posted in a conspicuous place on the premises affected by the notice or order. A copy of such notice of violation shall also be filed for record in the county register's office and such filing of the notice of violation or order shall have the same force and effects as other lis pendens notices provided by law.

SECTION VI - Compliance and Appeals

- (a) Upon receipt of the notice of violation as provided hereinabove, the property owner shall proceed forthwith to take appropriate measures to comply with these regulations or to request a hearing before the Hearing Board established in Section 1 of these regulations. Pursuant to T.C.A ● 5-1-115 a request for hearing shall be made within thirty (30) days following receipt of said notice of violation. If the property owner does not request a hearing, he or she shall take appropriate action to remedy the violation within thirty (30) days of receipt of the notice of violation. unless the owner of record is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewerage or other materials in which case the owner shall have twenty (20) days to remedy the violation, excluding Saturdays, Sundays and legal holidays. (*See Statute*)
- (b) If the property owner timely requests a hearing as provided herein, the Hearing Board shall, within a reasonable time (thirty days) following the receipt of the request for hearing, hold a hearing on the issue of the appropriateness of the requirements imposed on the property owner. The time period established herein for remedying violations shall be stayed pending review by the Hearing Board. Failure to make the request for a hearing within the time limit allowed by this regulation shall, without exception, constitute a waiver of right to a hearing and judicial review.

- (c) The hearing shall be conducted as an initial hearing with the burden of proof resting on the Enforcement Officer to demonstrate, by a preponderance of the evidence, that the alleged violation exists. Immediately following the hearing, the Hearing Board may:
- 1) Dismiss the notice of violation and such notice shall become ineffective;
 - 2) May confirm the notice of violation;
 - 3) May modify the notice of violation; or
 - 4) Grant a continuance at the request of either party if the Hearing Board considers the continuance appropriate.

The affirmative vote of three Hearing Board Members shall constitute action by the Hearing Board.

- (d) Any person aggrieved by an act of the Hearing Board under the provisions of this regulation may seek judicial review of same under Tennessee Code Annotated, Title 27, Chapter 8, Part 1.

SECTION VII - Remedies and Penalties

- (a) If the owner fails to comply with the notice within thirty (30) days of receipt of same, subject to stay pending review and any modifications made pursuant to review as provided for above, the Hearing Board **may** cause such property to be repaired, altered or improved or be vacated and closed, removed or demolished as necessary to remedy the condition. In contracting for such services from a private entity, the Hearing Board shall comply with all applicable purchasing procedures of the county. The costs of such action shall be assessed against the owner of the property. Upon performance, the actual cost of such repairs, alterations or improvements or vacating and closing or removal or demolition by the county or its agent shall, upon the filing of a notice with the office of the register of deeds, be a lien in favor of the county against the real property on which such cost was incurred, second only to liens of the state and county for taxes, any lien of the county for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing prior to the filing of such notice. These costs shall be placed upon the tax rolls of the county as a lien upon the property and shall be collected in the same manner as the county's taxes are collected, when the county causes a notice thereof to be filed in the office of the register of deeds of the county in which the property lie. The notice of lien shall identify the owner of record of the real property, contain the property address, describe the property sufficiently to identify it and recite the amount of the obligation secured by the lien.
- (b) Owner(s), individually and/or jointly, of property found to be in violation of these Regulations shall be subject to a civil penalty of not more than fifty dollars (\$50.00) for each offense. Each and every day during which such violation exists and continues after notice has been provided to the property owner and the time for appeal or compliance has expired

shall be deemed a separate offense.

- (c) Pursuant to T.C.A. ● 5-1-121 and 5-1-123, such penalties may be assessed by the General Sessions Court of Putnam County in exercise of its powers to enforce these regulations. Action to pursue such penalties in the General Sessions Court shall be instituted at the request of the Enforcement Officer or Hearing Board by the County Attorney or other legal counsel designated by the County Legislative Body.

SECTION VIII - Exceptions

- (a) ***(DELETED)***
- (b) The county shall only undertake to remove motor vehicles in accordance with the provisions of T.C.A. ● 55-16-101, *et seq.* and in accordance with the limitations of T.C.A. ● 55-5-122. If removal by the county of junk motor vehicles that are in violation of these regulations would conflict with the provisions of those statutes, any violation of these regulations that is caused solely by the presence of junk motor vehicles on private property shall only be enforced by civil penalties.
- c) This regulation shall not apply to any business operated pursuant to the Tennessee Solid Waste Disposal Act, Tennessee Code Annotated, Section 68-221-1101, *et seq.*

SECTION IX - Rules and Record Keeping

- a) In addition to these regulations, the Hearing Board may promulgate any additional rules and regulations necessary for the administration and enforcement of these regulations subject to approval by the County Legislative Body.
- b) The Enforcement Officer shall serve as the record keeper for the Hearing Board and shall maintain all minutes and records of the Hearing Board. The Enforcement Officer shall also keep a record of the following information regarding petitions, inspections and enforcement actions:
 - 1) all petitions filed with his or her office;
 - 2) the address of any property found to be in violation of this regulation;
 - 3) the mileage driven in performing investigations;
 - 4) a copy of all notices delivered to property owners found to be in violation of this regulation and any expenses associated therewith;
 - 5) all waivers of hearing and agreements to remedy violations;
 - 6) all requests for hearing received;
 - 7) orders and decisions issued by the Hearing Board; and
 - 8) Copies of all requests for judicial review and final decision of the judicial review.

The Enforcement Officer shall submit an annual report summarizing this information to the County Executive.

SECTION X - Effective Date

After passage of this regulation, the county clerk shall cause this regulation to be published in a newspaper of general circulation within the county. This regulation shall become effective sixty (60) days after its passage, the public welfare requiring it.

SECTION XI - Severability and Conflict with Other Resolutions

- (a) If any provision of this regulation or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to that end, the provisions of this regulation are declared to be severable.
- (b) All resolutions of the Board of County Commissioners of Putnam County, Tennessee, which are in conflict with this regulation, are hereby repealed.

This resolution was adopted by the PUTNAM County Legislative Body on the 19th day of DEC., 2016.

Approved:

Andy Lutz
County Executive

Attested:

Hayne Johnson
County Clerk



The Chairman asked for discussion on the motion to approve an Amendment to the Health and Safety Ordinance from the County Powers Act to match change in TCA Code. The Commissioners discussed the motion.

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

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL OF A REQUEST FROM THE HEALTH AND SAFETY BOARD FOR A PRIVATE ACT THAT DEALS WITH JUNK / SCRAP YARDS

Commissioner Jordan Iwanyszyn moved and Commissioner Jim Martin seconded the motion to approve a request from the Health and Safety Board for a Private Act that deals with junk / scrap yards.

(SEE ATTACHED)

Request for a private act to enact the “Putnam County Junkyard/Scrapyard Regulations Act of 2017.”

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. This act shall be known and may be cited as the “Putnam County Junkyard/Scrapyard Regulations Act of 2017.”

SECTION 2. The purpose of this act is to promote and protect the public safety, health, welfare, convenience and enjoyment of public travel; to protect the public investment in public highways and county roads; to protect and prevent the spread of disease and creation of nuisances; to preserve and enhance the scenic beauty of lands within the county; and to protect the integrity of existing natural systems. This act applies to persons or entities who own or operate a junkyard/scrapyard, including persons or entities that have developed a “roadside dump” or “hillside dump” with or without the permission of the property owner.

SECTION 3. As used in this act, unless the context otherwise requires:

(1) “Junkyard/scrapyard” means an establishment or place of business that contains more than five (5) unlicensed and/or inoperable motor vehicles of any kind, or internal parts thereof, appliances or parts thereof, furniture, mattresses, box springs, or parts thereof, scrap copper or brass, steel or scrap ferrous or nonferrous material, unoccupied mobile homes or mobile home parts that are not part of a state-licensed dealer’s operation, or any garbage, debris, trash or scrap metal processors. “Junkyard/scrapyard” does not include recycling centers.

SECTION 4. The following requirements shall apply to any junkyard/scrapyard to be established, operated or maintained in Putnam County. These requirements are intended to be supplemental to Tennessee Code Annotated, Title 54, Chapter 20, Parts 1 and 2, and any rules and regulations promulgated pursuant thereto, which regulate junkyards and automobile graveyards. If any of the provisions of this act conflict with the provisions of general law, by being less stringent than the general law requirements or otherwise, then the general law provisions shall govern the matter at issue.

(1) Every junkyard/scrapyard shall have an opaque privacy screening on all perimeter property lines consisting of a fence at least eight feet (8’) in height and/or landscaping consisting of evergreen vegetation, preferably pines, planted in double rows. Such vegetation shall be at least eight feet (8’) tall, fifteen feet (15’) in width and ten feet (10’) apart. Such screening or vegetation shall be constructed so that the junkyard/scrapyard is not visible from the main traveled ways or is otherwise removed from sight.

(2) The following setback requirements shall apply to every junkyard/scrapyard in Putnam County:

(A) The junkyard/scrapyard shall be set back at least one hundred feet (100’) from any county, or state right-of-way; measurements will be based on the “straight-line method

(B) The junkyard/scrapyard shall be set back at least one hundred feet (100') from any residence, church, school, daycare center or vacant or occupied subdivision lot; and

(C) The junkyard/scrapyard shall be set back at least one hundred feet (100') from all other property lines not specified above.

(3) Notwithstanding any provision of this act to the contrary, in accordance with Tennessee Code Annotated, Section 54-17-108, no person shall construct, use, operate or maintain a junkyard/scrapyard within two thousand feet (2000') of any road or highway that is designated as part of the scenic highway system and which is located outside the corporate limits of a city or town in Putnam County.

(4) Entrances to and exits from a junkyard/scrapyard shall be paved, at least twenty-four feet (24') wide, and shall adjoin a county or state road. Roads extending into and onto the junkyard/scrapyard shall be at least fifty feet (50') in length as measured from the road right-of-way (this measurement shall not be taken from the edge of the pavement).

(5) Junkyard/scrapyards may be "grandfathered in" and deemed in compliance with this act at the discretion of the Putnam County Health and Safety Board under the following conditions:

(A) The existing junkyard/scrapyard was completed and began operation before the effective date of this act; and

(B) The existing junkyard/scrapyard meets or will come into compliance with the screening requirements of this act.

(6) The expansion of any junkyard/scrapyard in existence as of this act's effective date shall be considered a violation of this act if such expansion does not meet the requirements of subdivision (4).

(7) All requests for the construction or operation of a junkyard/scrapyard shall be submitted to the Putnam County Health and Safety Board for review for compliance with this act and shall be accompanied by a development plat.

SECTION 6. It shall be a violation of this act for any person or entity to establish or operate a junkyard/scrapyard within Putnam County without approval from the Putnam County Health and Safety Board as required by this act. Violators shall be subject to a civil penalty of up to five hundred dollars (\$500.00) per day. Each day of violation shall constitute a separate offense.

SECTION 7. The Legislative Body of Putnam County shall have the authority to establish operational procedures for administering the provisions of this act and to establish reasonable fees for the administration thereof.

SECTION 8. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 9. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the Legislative Body of Putnam County. Its approval or nonapproval shall be proclaimed by the presiding officer of the Legislative Body and certified to the Secretary of State.

SECTION 10. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 9.

The Chairman asked for discussion on the motion to approve a request from the Health and Safety Board for a Private Act that deals with junk / scrap yards. The Commissioners discussed the motion.

Harold Calahan of Monterey, speaks to the Commission.

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

FOR:

Scott Ebersole
Tom Short
Jordan Iwanyszyn
Larry Bennett
Cindy Adams
Bobby Williams
Chris Savage

Ben Rodgers
Danny Holmes
Benton Young
Tony Honeycutt
Kim Bradford
Jim Martin
Mike Atwood
Cathy Reel

AGAINST:

Jerry Ford
Jerry Roberson
Reggie Shanks
Mike Medley

Daryl Blair
Scott Stevens
Marsha Bowman
Donny Buttram

ABSENT:

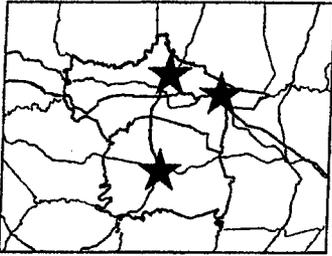
Larry Redwine

The Clerk announced that fifteen (15) voted for, eight (8) voted against, zero (0) abstained, and one (1) absent. The motion failed to receive the 2/3 majority in order to pass.

**MOTIOR RE: PLANNING COMMITTEE RECOMMENDS APPROVAL TO ADD
PINNACLE VIEW ROAD TO THE OFFICIAL COUNTY ROAD MAP**

Commissioner Jordan Iwanyszyn moved and Commissioner Tony Honeycutt seconded the motion to recommend adding Pinnacle View Road to the Official County Road Map.

(SEE ATTACHED)



Highlands Planning Department

Serving: Putnam County, Algood, Monterey, White County, & Sparta

Kevin Rush, Planning Director

67 South Elm Ave.
Cookeville, TN 38501

Tel: (931) 372-0070 Fax: (931) 372-0071
krush@putnamco.org

MEMORANDUM

TO: Putnam County Board of Commissioners
Putnam County Planning Committee & Road Committee Chairman
Putnam County Courthouse
Cookeville, TN. 38501

Mr. Randy Jones, Road Supervisor
Putnam County Highway Department
505 Jeffrey Circle
Cookeville, TN 38501

FROM: Kevin Rush, Planning Director

DATE: December 7, 2016

SUBJECT: **CONSIDERED FOR ACCEPTANCE AS COUNTY ROAD PINNACLE VIEW**

The Putnam County Regional Planning Commission recommended at the December 6, 2016 meeting that, as the following roads have been constructed to the county road specifications in accordance with the Putnam County Subdivision Regulations, that these be accepted as county roads and subsequently placed on the Official County Road List and supplemental map. This recommendation is specifically to accept **Pinnacle View** as shown on the Hensley Plantation Phase II Subdivision plat which was recorded in the Putnam County Register of Deeds Office on October 13, 2016 in Plat Cabinet H, Page 165B, Instrument # 194505 and Receipt # 147414. I have attached copies of the final inspection report, the warranty contract signed by developer and the recorded plat for the committee to review.

Subdivision: Pinnacle View Subdivision
Developer: Christopher Vaden
7708 Vista View Ln
Knoxville, TN 37924
(865) 335-8502

Road recommended for acceptance:

- 1) **Pinnacle View**

If you have any questions or comments concerning this matter, please contact me at the Highlands Planning Department Office at (931) 372-0070.

Kevin Rush
Planning Director

Cc: Putnam County Regional Planning Commission Chairman
Jeff Jones, Putnam County Attorney

WARRANTY CONTRACT

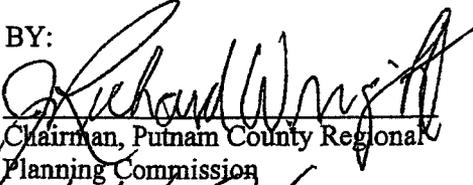
1. **WARRANTY.** The developer/subdivider hereby warrants materials and workmanship for a period of one (1) year following the dedication of all street (public way) related improvements to the county, and will cause the contractor to provide the same warranty to the county. This warranty includes all streets and related improvements situated within such rights-of-way located within the Pinnacle View Subdivision, as shown on the attached plat. This warranty includes any defects to any material installed and includes any actions performed on the job which would cause the construction and installation of required improvements to no longer meet the specifications under which the streets, curbs, shoulders, and other drainage improvements located within the right(s)-of-way of such street(s) were originally installed.
2. **INSPECTION OF IMPROVEMENTS.** It shall be the responsibility of the county engineer to make a final inspection of all public way improvements no less than forty-five (45) days before the expiration date of this warranty contract. If all required improvements are determined to be in satisfactory condition, the county engineer shall notify the planning commission thereof in writing. On relating these findings to the planning commission, the planning commission shall recommend acceptance of such improvements to the Putnam County Board of Commissioners, which when officially ratified will terminate any further responsibility of the developer/subdivider with regard to the subdivision or the particular phase of the subdivision in question. If, on the other hand, there remain deficiencies and/or defects in regard to all required improvements within the street right(s)-of-way, it shall be the responsibility of the county engineer to notify the county attorney or designated representative to send a notice to the developer/subdivider, in order that all remaining defects or deficiencies be rectified prior to the expiration of this warranty contract. It shall be the responsibility of the county engineer to make a follow-up site inspection prior to the expiration of the warranty contract in order to determine if all deficiencies have been addressed, and report back to the planning commission in writing prior to its next regular monthly meeting, as to the disposition of all necessary public way improvements. If the county engineer determines that deficiencies or defects have not been corrected, he or a designated representative shall contact the county attorney in order that the necessary legal action be initiated in this regard.
3. **EFFECTIVE AND EXPIRATION DATES.** For the purposes of this warranty contract, the effective date of execution is December 6, 2016. Accordingly, the expiration date thereof shall be one (1) year following the effective date or December 5, 2017.
4. **INDEMNITY.** The developer/subdivider shall indemnify and hold the county harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this agreement, including any attorney fees incurred in connection herewith. Inspection of the improvements by the county engineer shall not constitute a waiver by the county of any defect or of any of the developer's/subdivider's obligations hereunder. The developer/subdivider will pay any such costs within ten (10) days of receipt of notice of such costs given by the county to the developer/subdivider.
5. **REMEDIES.** In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.
6. **BINDING EFFECT.** The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

7. **ATTORNEY'S FEES AND OTHER COSTS.** The developer/subdivider shall pay all costs and expenses, including the county's attorney fees, of any legal proceedings brought by the county against the developer/subdivider seeking remedies for the developer's/subdivider's failure to perform any of his/her obligations hereunder, whether or not any proceedings are prosecuted to judgment.
8. **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this agreement. This agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.
9. **HEADINGS.** Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provision hereof.
10. **NOTICES.** Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the county at Highland's Planning Department, 67 South Elm Avenue, Cookeville, TN 38501, and addressed to the developer/subdivider at the address set forth in the Addendum, or such other address as either party may hereafter give the other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized to do so on or as of the day and year first given.

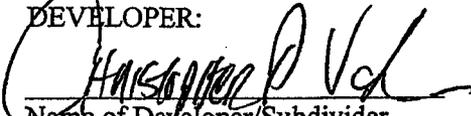
FOR PUTNAM COUNTY:

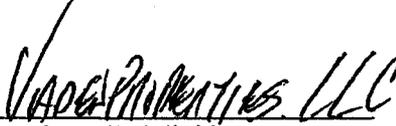
BY:


 Chairman, Putnam County Regional
 Planning Commission


 Secretary, Putnam County Regional
 Planning Commission

DEVELOPER:


 Name of Developer/Subdivider


 Developer/Subdivider

BY:


 Title

 Title

APPROVED AS TO FORM AND CONTENT:

 Putnam County Attorney

SUBDIVISION SUMMARY

NAME: Pinnacle View

ROAD NAME: Pinnacle View Drive

PRELIMINARY APPROVAL GRANTED: 6-2-15 as Christopher Division. Preliminary Approval of revised plat as Pinnacle View granted on 7-5-16.

FINAL APPROVAL GRANTED: 10-4-16

PLAT SIGNED BY ENGINEER: 10-6-16

BOND AMOUNT: A Letter of Credit was not required. Road was completed prior to granting Final Approval.

SUBGRADE: Some soft spots were observed in the subgrade. Soft spots were removed and replaced with rock.

UTILITIES: Observed utilities under the road were backfilled with rock.

BASE: Base was inspected prior to installing curb and gutter. Base was inspected prior to paving. Base was a minimum of 6" thick at locations checked.

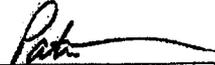
ASPHALT: Road was paved in September 2016 by Rogers Group. Asphalt was observed during installation. Based upon earlier inspections of curb and gutter, thickness was a minimum of 2".

SHOULDER STONE: No shoulder stone was required with curb and gutter.

WARRANTY CONTRACT: Warranty Contract has been signed.

COMMENTS: Due to water standing in gutter and overtopping curb during heavy rain and subsequent water test, an additional catch basin was installed and connected to an existing structure.

Based on my limited observations and other information available to me, the road(s) in this subdivision were constructed in general conformance with the Putnam County Subdivision Regulations.



11-8-16

Patrick Rinks, PE, County Engineer
Richard C. Rinks & Associates, Inc.
30 North Jefferson Avenue
Cookeville, Tennessee 38501
(T) 931-528-5543 - (F) 931-528-5544
patrick@rinks-consulting.com

Date

Kevin Rush
Planning Director
Highlands Planning Department

Kevin,

Information requested regarding Pinnacle View Development in Cookeville, Tn.

Road Construction Costs:

Highways Inc. constructed the road in Pinnacle View at a cost of approximately \$204,000. This does not include any utilities, or work other than the road itself.

Value of the land under Pinnacle View:

Is estimated at \$31,400.

The approximate land under the road is 1.57 acres.

Any other needs please let me know.

Chris Vaden



Chief Manager
VadenProperties LLC

The Chairman asked for discussion on the motion to approve adding Pinnacle View Road to the Official County Road Map. 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 Mike Medley moved and Commissioner Kim Bradford seconded the motion to approve Budget Amendments to the County General Fund as presented.

(SEE ATTACHED)

BUDGET AMENDMENT SUMMARY FOR COUNTY GENERAL

December 2016

<u>County General Expenditure</u>	<u>Debit</u>	<u>Credit</u>
51800 County Buildings		
335 Maintenance & Repair Bldgs		3,335 <i>Repair for Voc Rehab HVAC -From Reserve</i>
52500 County Court Clerk		
719 Office Equipment		7,500 <i>Request transfer from Data Processing Reserve</i>
53600 District Attorney General		
189 Other Salaries & Wages		13,686 <i>VOCA Grant approved for</i>
<i>Benefits</i>		5,474 <i>the District Attorney General's Office</i>
307 Communication		1,000
355 Travel		3,050
499 Other Supplies & Materials		3,930
54310 Fire Department		
790 Other Equipment		4,005 <i>See Request from Fire Chief Tom Brown</i>
55130 Ambulance Service		
133 Paraprofessionals		30,000
55900 Other Public Health-State Contract		
189 Other Salaries & Wages		39,900
<i>Benefits</i>		11,500
435 Office Supplies	5,800	
County General Revenue		
43120 Patient Charges	30,000	
44130 Sale of Equipment	4,005	
46310 Health Department Programs	45,600	
46980 Other State Grants	27,140	
County General Reserves		
34515 County Clerk Data Processing	7,500	
34635 Reserve for Voc Rehab Bldg Repairs	3,335	
	\$123,380	\$123,380

PO #:	94230
Order Date:	11/10/2016
Vendor #:	58
Date:	11/14/2016

DUPLICATE

To: Charles Stone Heating & Cooling
 P. O. Box 49293
 Cookeville, TN 38506

Print Date: 11/14/2016
 Date Needed:
 Terms:

DELIVER ITEMS TO:
 County Buildings

SPECIAL INSTRUCTIONS
*Voc. Rehab Bldg
 Use Reserve Funds*

Attn:

Item	Fund Account Number	Qty	Description	Unit Price	Amount
1	101- -51800-335	1.0000	CHARLES STONE HEATING & COOLING	\$3,335.00	\$3,335.00
Grand Total					\$3,335.00

	There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure covered by this purchase.	APPROVED
		 PURCHASING AGENT
AUTHORIZED SIGNATURE		



WAYNE NABORS

COUNTY CLERK - PUTNAM COUNTY

DATE: December 6, 2016
TO: Fiscal Review Committee – Board of Commissioners
SUBJECT: Budget Items Transfer Request

Please allow this to serve as my request to transfer the following:

From: County Clerk Computer Fund
Transfer - \$7,500 to 52500-719 Office Equipment

Thank you....

A handwritten signature in cursive script that reads "Wayne Nabors".

Wayne Nabors
County Clerk

GRANT BUDGET				
AGENCY NAME: Putnam County Executive				
FUND SOURCE: VOCA				
PROJECT TITLE: Putnam County General Sessions Victim Coordinator Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: DATE 1-1-2017 END: DATE 6-30-2017				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes ²	\$19,160.00	\$0.00	\$19,160.00
4. 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$4,930.00	\$1,085.00	\$6,015.00
11 12	Travel, Conferences & Meetings ²	\$3,050.00	\$0.00	\$3,050.00
13	Interest ²	N/A	N/A	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$5,700.00	\$5,700.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$27,140.00	\$6,785.00	\$33,925.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.



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

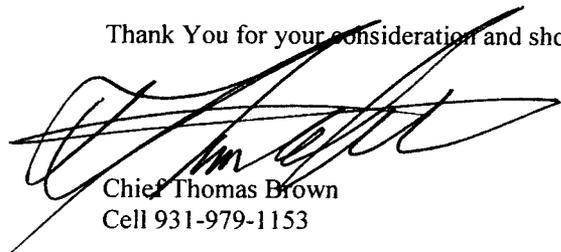
tbrown@putnamcountyttn.gov

11/28/2016

Putnam County Commission

I respectfully request the funds received from Surplus Equipment (\$4005.00) be placed in the Other Equipment line (54310-790). These funds were received from the sale of two surplus vehicles and a surplus winch bumper. The funds will be used to equip the replacement command vehicle that was approved in the 2016/2017 Capital Improvements.

Thank You for your consideration and should there be any question please feel free to call.



Chief Thomas Brown
Cell 931-979-1153

PUTNAM COUNTY EMERGENCY MEDICAL SERVICES

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

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

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

Request for Budget Amendment

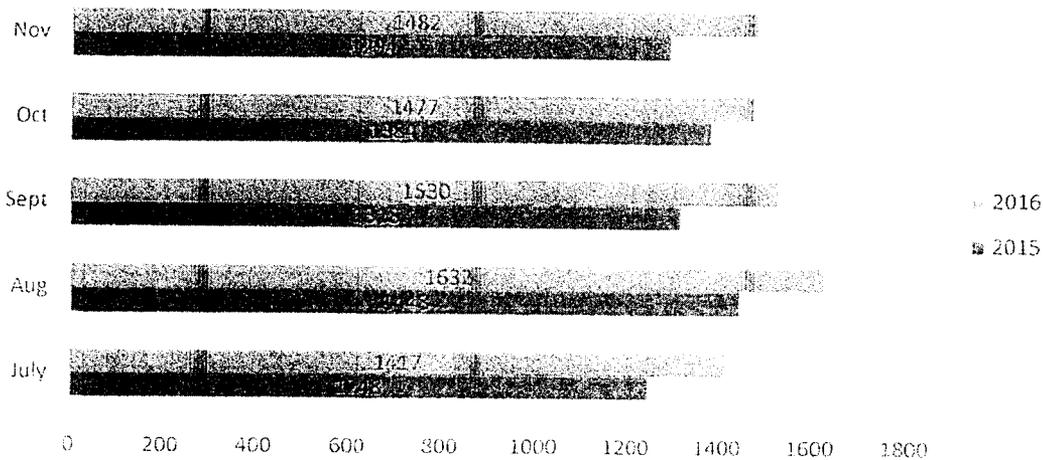
We have experienced an unexpected large increase in our ambulance call volume. This has caused even more work load on our existing crews that were already strained. We are asking to hire two more employees to staff another daytime 8 hour ambulance. This will help offset the increase in call volume. We currently have 2 part-time employees willing to take the positions. As I stated in the previous budget committee meetings, as the call volume increases, it makes it increasingly difficult to recruit and retain Paramedics and EMTs that can work on the ambulances.

Total calls July-November 2015: 8707
Total calls July-November 2016: 9554
Increase - 847

With increased call volume comes increased revenue. Our revenue is currently up about 15% above this same time last year.

Request is to move \$30,000 from 43120 Patient Charges to 55130-133 to hire 2 personnel to staff another day truck.

PCEMS Call Volume Comparison



Tommy Copeland, CCP Director

Debby Francis

From: Lisa Bumbalough <Lisa.Bumbalough@tn.gov>
Sent: Tuesday, November 22, 2016 4:21 PM
To: Randy Porter
Cc: Debby Francis
Subject: FW: Putnam County Gov Amd 1 34360-14417
Attachments: 51092_Stamped.pdf

Randy and Debby,

See attached approved amendment for the 4.25% pay raises for county employees. This will be retroactive to July 1, 2016. I will submit that retro pay on next payroll.

Please print for your records.

Thanks !

Debby Francis

From: Lisa Bumbalough <Lisa.Bumbalough@tn.gov>
Sent: Tuesday, November 29, 2016 7:53 AM
To: Debby Francis
Subject: RE: Putnam County Gov Amd 1 34360-14417
Attachments: contract amend retro raise 4.25% July 2016.pdf

Yes... it will increase...

Salaries will go from \$1,418,500.00 to **\$1,458,400.00**
Benefits and taxes will be **\$418,600.00**

Supplies actually decreased since that is where the some funds for benefits came. It will go from \$34,000 to **\$28,200.00**

New Grand Total for Contract is \$ 1,948,200.00

All other line items remained the same.

Attached is the contract showing those details.

Thanks ☺



Lisa Bumbalough, County Health Director
Putnam County Health Department
701 County Services Drive
Cookeville, TN 38501
lisa.bumbalough@tn.gov
931-646-7700

From: Debby Francis [<mailto:debby@putnamcountyttn.gov>]
Sent: Wednesday, November 23, 2016 9:38 AM
To: Lisa Bumbalough
Subject: RE: Putnam County Gov Amd 1 34360-14417

Do I need to increase your budget? What amount?
Debby

From: Lisa Bumbalough [<mailto:Lisa.Bumbalough@tn.gov>]
Sent: Tuesday, November 22, 2016 4:21 PM
To: Randy Porter
Cc: Debby Francis
Subject: FW: Putnam County Gov Amd 1 34360-14417

Randy and Debby,



GRANT AMENDMENT

Agency Tracking # 34360-14417	Edison ID 51092	Contract # GG-17-51092-00	Amendment # 1		
Contractor Legal Entity Name Putnam County Government			Edison Vendor ID 39		
Amendment Purpose & Effect(s) 4.25% Salary Increase for full time employees under \$50K					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 06/30/2017			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$45,500		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$1,812,605.00	\$124,490.00	\$11,105.00		\$1,948,200.00
TOTAL:	\$1,812,605.00	\$124,490.00	\$11,105.00		\$1,948,200.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE <h3 style="margin: 0;">GG175109201</h3>		
Speed Chart (optional) HL00000149		Account Code (optional) 71301000			

Key Olmer Key

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
Reggie Shanks
Mike Medley

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

AGAINST:

Chris Savage

ABSENT:

Larry Redwine

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

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FIRE PROTECTION (REQUIRES 15% MATCH)

Commissioner Chris Savage moved and Commissioner Jordan Iwanyszyn seconded the motion to approve to apply to the Tennessee Department of Economic and Community Development for a Community Development Block Grant (CDBG) for Fire Protection. (Requires 15% match)

(SEE ATTACHED)

RESOLUTION NO. _____

A RESOLUTION TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, Putnam County, Tennessee, is eligible for grant funds under the Community Development Block Grant (CDBG) Program administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, Putnam County seeks to improve Community Livability through the expansion of fire protection services, and

WHEREAS, fire protection projects are eligible activities under the Community Development Block Grant Program; and

WHEREAS, Putnam County, Tennessee, is eligible for a maximum grant of three hundred fifteen thousand dollars (\$315,000.00) under the Community Development Block Grant Community Livability category, including the three star bonus; and

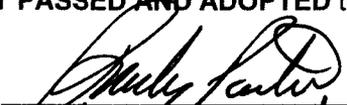
WHEREAS, Putnam County has agreed to pay the required 15% grantee participation on the total project cost, budgeted as follows:

CDBG request	\$ 253,300
Putnam County	\$ <u>44,700</u>
Project total	\$ 298,000

NOW, THEREFORE BE IT RESOLVED, by the County Commission that:

1. The County Executive be authorized and directed to:
 - A. Execute and submit an application for Community Development Block Grant funds to the Tennessee Department of Economic and Community Development in order to provide adequate fire protection for the community.
 - B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
 - C. Execute necessary agreements for Administrative services without further action by the Commission, contingent upon approval by the funding agencies.
2. The Upper Cumberland Development District shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Putnam County. Should said CDBG grant application be approved, UCDD shall be engaged to perform all administrative services for said project.

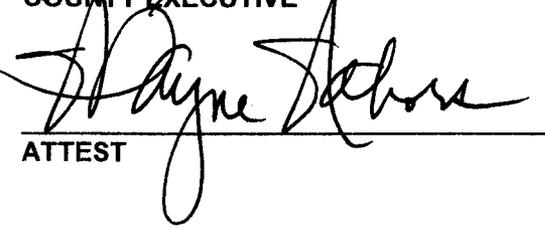
DULY PASSED AND ADOPTED this the 19th day of December 2016, the public welfare requiring it.



COUNTY EXECUTIVE

12/19/16

DATE



ATTEST



The Chairman asked for discussion on the motion to approve to apply to the Tennessee Department of Economic and Community Development for a Community Development Block Grant (CDBG) for Fire Protection. (Requires 15% match). There was none.

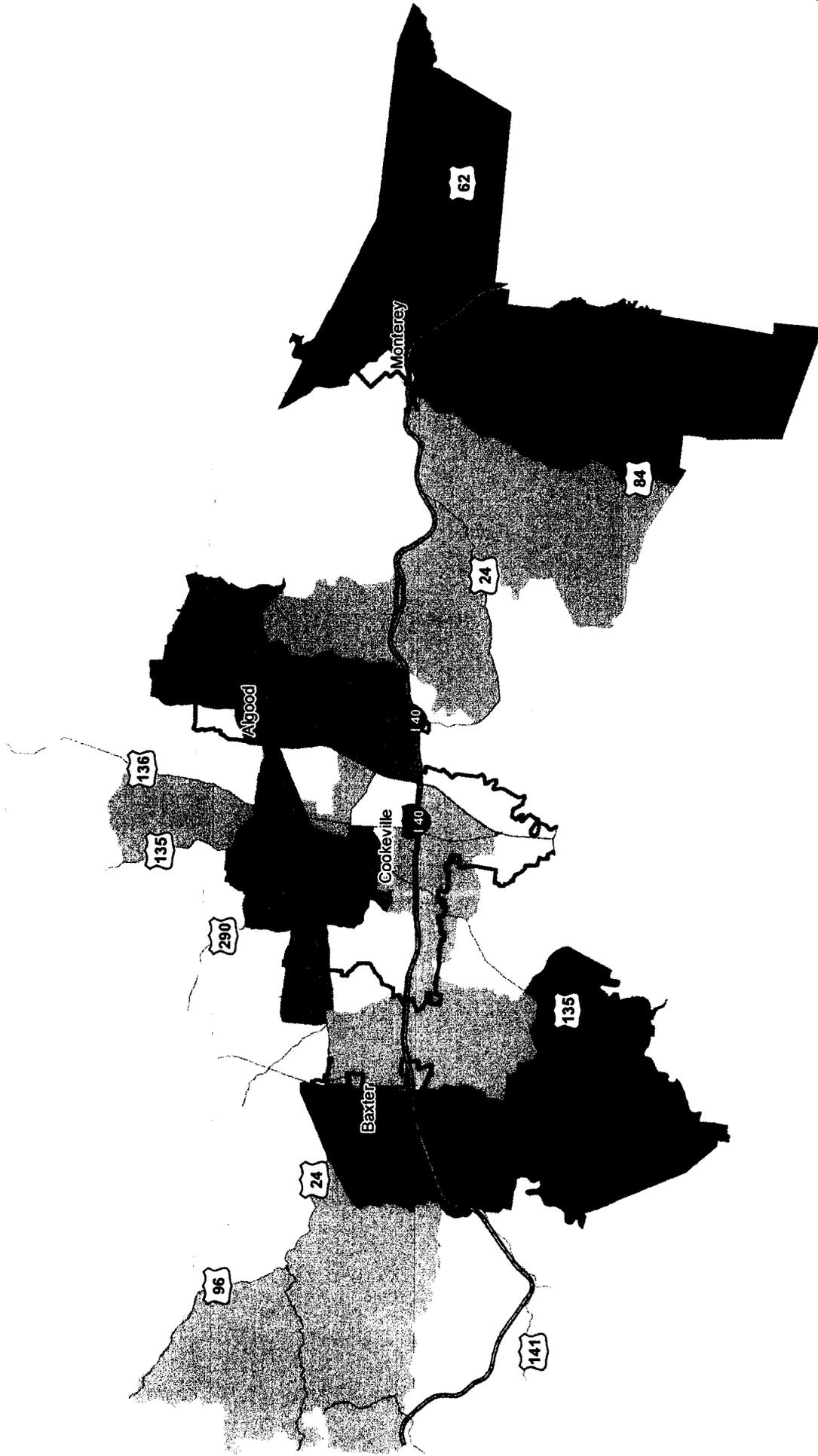
The Chairman asked for a voice vote on the motion. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS TO CONSIDER APPROVAL TO REFINANCE GENERAL OBLIGATION SCHOOL BONDS, SERIES 2007 IN THE AMOUNT OF \$53,250,000 WITH THE ADOPTION OF AN AMENDMENT TO THE DEBT MANAGEMENT POLICY AND ALL OTHER NECESSARY DOCUMENTS NEEDED FOR THE REFINANCING. (COMES WITH NO RECOMMENDATION)

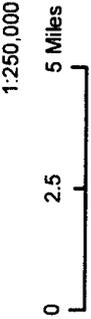
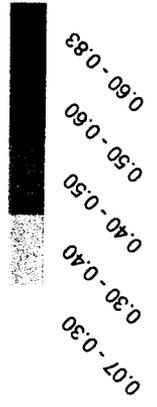
Commissioner Jim Martin moved and Commissioner Daryl Blair seconded the motion to approve to refinance General Obligation School Bonds, Series 2007 in the amount of \$53,250,000 with the adoption of an amendment to the Debt Management Policy and all other necessary documents needed for the refinancing. (Comes with no recommendation).

(SEE ATTACHED)

Low and Moderate Income - Putnam County



Percent LMI



Recalling the 2007 School Bond which is at 4.75% and refinancing at approx. 2.25% which will save the County approx. \$730,000 per year.

Currently the County has no bonding capacity according to the Comptroller's office. Any future bond issuance would require a tax increase.

The \$730,000 annual savings would give the County approx. 10 million in bonding capacity without having to do anything.

Reasoning

The Fed has already raised interest rates twice in the past year. They announced last week they will raise them another three times in 2017.

The 10 year bond has risen from 1.4 to 2.6% in less than 6 months.

If rates continue to rise, any savings associated with paying the \$730,000 towards the bond will disappear. The County can draw as much interest on the money as the bond rate is.

It's all about risk vs reward, we need the bonding capacity more than we need the minimal savings, in the opinion of myself and Rick Dulaney our financial advisor.

Facts

Debt Service Fund Balance has dropped from **17.5 million** in 2010 to **9.8 million** currently.

We donot have enough fund balance to pay our approx. 14 million bond payments annually.

We need about 14 million each year to pay our debt. Only about 9 million of that comes from property tax. We are counting on 5 million each year from sales tax and hotel motel tax to pay the debt. Yes, the past two years have been good with last year being a record setting year, but will that continue? I don't know. Sales tax is flat this year compared to last year.

Future (Possible projects)

1. 10 million of roofs to replace over the next 4-5 years
2. 3.5 million of other capital projects – Firefighter air packs, fire trucks, garbage trucks, extrication truck, Courthouse windows, sports fields,
3. Mill Creek Road repairs not covered under USDA grant
4. New Solid Waste Transfer Station – 3 million
5. Justice Center/Court Expansion
6. Jail and or Juvenile Detention Expansion
7. New Schools

I am all about paying off our debt and saving the County money. I'm also very conservative and always look at the "worst case scenario". The savings has to be worth more than the risk.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY FIFTY-THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$53,250,000) OF PUTNAM COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 9-21-101 and 49-3-1001, et seq., Tennessee Code Annotated, as amended, Putnam County, Tennessee (the "County") has issued its General Obligation School Bonds, Series 2007, dated September 12, 2007, maturing April 1, 2018 through April 1, 2028, inclusive (the "Outstanding Bonds"), and

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

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

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

WHEREAS, the plan of indebtedness has been submitted to the Director of State and Local Finance as required by Section 9-21-134, Tennessee Code Annotated, and said approval of plan of indebtedness has been issued and is attached hereto as Exhibit B; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this Resolution for the purpose of authorizing approximately \$53,250,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax within the County for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) “Bonds” shall mean approximately \$53,250,000 in aggregate principal amount of General Obligation Refunding Bonds of the County, to be dated their date of issuance and having such series designation or such other designation or dated date as the County Executive shall determine pursuant to Section 8 hereof;

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

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

(e) “County” means Putnam County, Tennessee;

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

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

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

(i) “Escrow Agent” means U.S. Bank National Association, or any successor, as escrow agent under the Refunding Escrow Agreement;

(j) “Financial Advisor” shall mean Raymond James & Associates, Inc.;

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

(l) “Outstanding Bonds” means the County’s outstanding General Obligation School Bonds, Series 2007, dated September 12, 2007, maturing April 1, 2018 through April 1, 2028, inclusive, inclusive;

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

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

(o) “Registration Agent” means the U.S. Bank National Association, registration and paying agent for the Bonds, or any successor designated by the Governing Body.

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

The Board of Commissioners hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The issuance of the Bonds authorized by this resolution is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds. The County's Debt Management Policy contemplates that the County may issue refunding bonds for the purpose of achieving debt service savings. The Bonds will be structured so as not to materially extend beyond the original term of the Refunded Bonds. The estimated debt service schedule and estimated costs of issuance of the Bonds are attached hereto as Exhibit C.

SECTION 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued general obligation school refunding bonds of the County in the aggregate principal amount of approximately \$53,250,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Bonds" and shall be dated their date of issuance, having such series designation or such other designation and such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest per annum at a rate or rates not exceeding the maximum rate permitted by Tennessee law at the time of the issuance of the Bonds or such emission thereof, payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2017. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature annually on April 1 of each year, either serially or through mandatory redemption, in the years 2018 through 2028, inclusive, in the approximate amounts described on Exhibit C, subject to adjustment pursuant to Section 8 hereof.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before April 1, 2024 shall mature without option of prior redemption and Bonds maturing April 1, 2025 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2024 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Registration Agent is hereby appointed, authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an

audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

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

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

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

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

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

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

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall

close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

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

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

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Commissioners of the County. If less than all the principal amount of the

Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

[Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to (a) refund the County’s outstanding General Obligation School Bonds, Series 2007, dated September 12, 2007, maturing [April 1, 2018 through April 1, 2028, inclusive]; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 and Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the “Resolution”) duly adopted by the Board of Commissioners of the County on December 19, 2016.

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

covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

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

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

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

PUTNAM COUNTY

BY:

Rudely Parta
County Executive

(SEAL)

ATTESTED

County Clerk

Transferable and payable at the designated corporate trust office of:



U.S. Bank National Association

Date of Registration: _____

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

U.S. BANK NATIONAL ASSOCIATION
Registration Agent

By:

Authorized Representative

FORM OF ASSIGNMENT

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

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

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

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

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

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

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

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

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

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

4. change the first interest payment date on the Bonds or any series thereof to a date other than October 1, 2017, provided that such date is not later than twelve months from the dated date of such series of Bonds;

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

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

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

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

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

(f) The County Executive is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time

of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(g) The County Executive and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive is hereby authorized to execute an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit E.

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

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

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

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

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

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

The County Executive and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be

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

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

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

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

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

the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the County Executive is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

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

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

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

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

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

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

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

described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

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

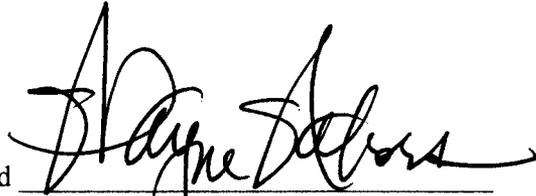
SECTION 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Duly adopted and approved this 19th day of December, 2016.



County Clerk

Attested



County Executive



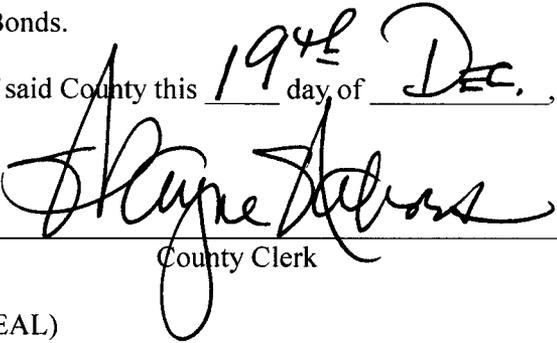
STATE OF TENNESSEE)

COUNTY OF PUTNAM)

I, Wayne Nabors, certify that I am the duly qualified and acting County Clerk of Putnam County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on December 19, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's outstanding General Obligation School Refunding Bonds.

WITNESS my official signature and seal of said County this 19th day of DEC., 2016.





County Clerk

(SEAL)

The Board of Commissioners of Putnam County, Tennessee, met in a regular session at the Putnam County Courthouse, Cookeville, Tennessee, at 6:00 o'clock, p.m., on December 19, 2016, with Randy Porter, County Executive, presiding, and the following members present:

(23) PRESENT

There were absent: (1) ABSENT (REDWINE)

There was also present Wayne Nabors, County Clerk.

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

The following resolution was introduced by Comm. JIM MARTIN, seconded by Comm. DARYL BLAIR and after due deliberation, was adopted by the following vote:

AYE: (20)

NAY: (3)

ABSENT: (1)

EXHIBIT A

REPORT ON PLAN OF REFUNDING



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

December 7, 2016

Honorable Randy Porter, County Executive
and Honorable Board of County Commissioners
Putnam County
300 East Spring Street, Room 8
Cookeville, TN 38501

Dear Mr. Porter and Members of the County Commission:

This letter and report, and the plan of refunding (the "Plan"), are to be posted on the website of Putnam County (the "County"). Please make these documents available to the public and present them at the County Commission meeting for the adoption of the bond authorizing resolution. The members of the County Commission must review this report prior to the adoption of a refunding bond resolution.

This letter acknowledges receipt on November 28, 2016, of the County's request to review its Plan for the issuance of an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017, (the "Refunding Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County indicated the purpose of the refunding is to achieve net present value debt service savings.

PLAN OF REFUNDING

The County intends to sell competitively approximately \$44,375,000 of fixed interest rate Refunding Bonds priced at premium of \$7,838,345. The County intends to contribute \$822,100 from prior issue debt service funds to fund the current refunding escrow and associated costs. The proceeds and contribution will current refund the County's outstanding \$51,400,000 General Obligation School Bonds, Series 2007, (the "Refunded Bonds").

BALLOON INDEBTEDNESS

The County determined the structure of the Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds. Approval of the Director of the Office of State and Local Finance is required prior to the County adopting the resolution authorizing the issuance of balloon indebtedness.

The County's plan of balloon indebtedness was approved in a separate letter from this office, dated December 7, 2016.

As part of this process, the County Commission must amend its debt management policy to comply with the balloon indebtedness requirements of the State Funding Board's *Statement on Debt Management* and adopt a balloon indebtedness management plan.

The following policy statement needs to be added to the debt management policy with the other requirements related to balloon indebtedness:

It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest expense, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. The County will submit the required amendment to its debt management policy and the adopted balloon indebtedness management plan to this Office with its Report on Debt Obligation.

If the County subsequently amends its policy, please submit the amended policy to this office.

FINANCIAL PROFESSIONALS

The County has indicated that Raymond James is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its municipal advisor.

MSRB Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Either the Chief Executive Officer or the Chief Financial Officer of the local government must submit such statement. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should

subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

REPORT ON DEBT OBLIGATION

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. For your convenience, a fillable PDF of Form CT-0253 is available at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Rick Delancy, Raymond James
Ms. Karen S. Neal, Bass Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE BY
PUTNAM COUNTY, TENNESSEE
OF
GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2017**

Putnam County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017 (the "Refunding Bonds"), to current refund \$51,400,000 General Obligation School Bonds, Series 2007, (the "Refunded Bonds").

This Office has not performed an evaluation of the preparation, support, and underlying assumptions of the Plan. This letter and report provide no assurances of the reasonableness of the underlying assumptions. The Refunding Bonds may be issued with a structure different to that of the Plan. The County provided a copy of its debt management policy. Prior to the adoption of a refunding bond resolution, this report must be presented to the governing body.

Balloon Indebtedness

The County determined the structure of the Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds. Approval of the Director of the Office of State and Local Finance is required prior to the County adopting the resolution authorizing the issuance of balloon indebtedness.

The County's plan of balloon indebtedness was approved in a separate letter from this office, dated December 7, 2016.

As part of this process, the County Commission must amend its Debt Management Plan to comply with the balloon requirements of the State Funding Board's Statement on Debt Management and adopt a balloon indebtedness management plan.

The following policy statement needs to be added to the debt management policy with the other requirements related to balloon indebtedness:

It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest expense, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

County's Proposed Refunding Objective

The County indicated the purpose of the refunding is to achieve net present value debt service savings.

Refunding Analysis

- The results of the refunding are based on the assumption that \$44,375,000 Refunding Bonds will be sold by competitive sale priced at a premium of \$7,838,345.
- The County intends to contribute \$822,100 from prior issue debt service funds to fund the transaction.
- Projected net present value saving for the refunding are \$8,228,872 or 16% of the refunded principal of \$51,400,000
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$414,188 or \$9.33 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Putnam County
Costs of Issuance of Refunding Bonds
General Obligation School Refunding Bonds, Series 2017

	Amount	Price per \$1,000 bond
Underwriter's Discount (TBD by competitive sale)	\$288,437.50	\$ 6.50
Municipal Advisor (Raymond James)	52,500.00	1.18
Bond Counsel (Bass Berry & Sims)	45,000.00	1.01
Rating Agency Fees	26,000.00	0.59
Other Costs	2,250.00	0.05
Total Cost of Issuance	\$414,187.50	\$ 9.33

The County has indicated that Raymond James is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its municipal advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If not all of the Refunded Bonds are refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

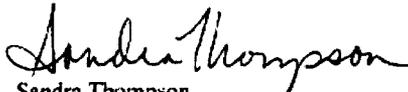

 Sandra Thompson
 Director of the Office of State and Local Finance
 Date: December 7, 2016

EXHIBIT B

APPROVAL OF PLAN OF INDEBTEDNESS



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. FOLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

December 7, 2016

Honorable Randy Porter, County Executive
and Honorable Board of County Commissioners
Putnam County
300 East Spring Street, Room 8
Cookeville, TN 38501

Dear Mr. Porter and Members of the County Commission:

Putnam County (the "County") submitted a request to our Office on November 28, 2016, for the approval of a plan of balloon indebtedness (the "Plan") to issue an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017 (the "Refunding Bonds"), to current refund \$51,400,000 General Obligation School Refunding Bonds, Series 2007, (the "Refunded Bonds").

Balloon Indebtedness

The proposed debt structure for the Refunding Bonds includes a debt service payment in the fourth fiscal year that is substantially less than subsequent fiscal years. Subsequent annual debt service payments exceed the fourth year payment amount by 5% and \$10,000. This structure constitutes balloon indebtedness as defined by state Statute because the structure is not substantially level or declining throughout the life of the debt. The County stated in its Plan that issuing this debt, as balloon indebtedness, will achieve cost savings, which is in the public's interest. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds.

Approval

The comptroller of the treasury or the comptroller's designee shall evaluate each plan of balloon indebtedness based on the plan's particular circumstances and shall approve the plan only if a determination is made that the repayment structure is in the public's interest. Based on the review of the Plan in accordance with statute, the Plan is approved.

Letter to Putnam County
December 7, 2016
Page 2

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,



Sandra Thompson
Director of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Rick Dulaney, Raymond James & Associates, Inc.
Ms. Karen Neal, Bass Berry & Sims

EXHIBIT C

ESTIMATED DEBT SERVICE AND ESTIMATED COSTS OF ISSUANCE

Date	Principal	Coupon	Interest	Total P+I
04/01/2017	-	-	222,637.22	222,637.22
04/01/2018	675,000.00	5.000%	2,166,200.00	2,841,200.00
04/01/2019	745,000.00	5.000%	2,132,450.00	2,877,450.00
04/01/2020	1,920,000.00	5.000%	2,095,200.00	4,015,200.00
04/01/2021	4,790,000.00	5.000%	1,999,200.00	6,789,200.00
04/01/2022	4,875,000.00	5.000%	1,759,700.00	6,634,700.00
04/01/2023	4,860,000.00	5.000%	1,515,950.00	6,375,950.00
04/01/2024	5,340,000.00	5.000%	1,272,950.00	6,612,950.00
04/01/2025	5,325,000.00	5.000%	1,005,950.00	6,330,950.00
04/01/2026	5,305,000.00	5.000%	739,700.00	6,044,700.00
04/01/2027	5,285,000.00	5.000%	474,450.00	5,759,450.00
04/01/2028	5,255,000.00	4.000%	210,200.00	5,465,200.00
Total	\$44,375,000.00	-	\$15,594,587.22	\$59,969,587.22

The services, service providers and estimated costs related to the sale and issuance of the Debt Obligations are as follows:

<u>Activity</u>	<u>Provider</u>	
Financial Advisor:*	Raymond James	\$52,500
Bond Counsel:*	Bass, Berry & Sims PLC	45,000
Rating Agency:	Moody's Investors Service ⁽¹⁾	31,000
Registration and Paying Agent ⁽²⁾ :	US Bank National Association	500
Preliminary OS; Final OS; Distribution, Printing, etc.:	Ipreo; Contract printing TBD, if needed	1,500
Miscellaneous:	Itemized as needed	<u>500</u>
Estimated Total:		\$131,000

*Confirmed

Note: Estimated underwriter's discount (compensation) is determined through a competitive bidding process. For planning purposes, \$6.50/\$1,000 is assumed

⁽¹⁾ Estimated based on 2016 Fee Schedule. Fee will vary based on final sizing. For example, the 2016 Fee Schedule indicates a fee of \$26,000 if a final sizing is between \$25,000,000 and \$49,999,999. The Fee Schedule for 2017 is not available currently.

⁽²⁾ Estimated annual fee, year one usually due at closing

A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at closing and delivery of the Debt Obligations, presented to the Board of Commissioners of the Issuer at their next scheduled meeting following the delivery of the Debt Obligations and filed by Bond Counsel with the Tennessee Comptroller of the Treasury's Director of State and Local Finance as required by prevailing State law.

EXHIBIT D

FORM OF
REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ___ day of _____, 2017 by and between Putnam County, Tennessee (the "County"), and U.S. Bank National Association, _____, _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding General Obligation School Bonds, Series 2007, dated September 12, 2007, maturing April 1, 2018 through April 1, 2028, inclusive, (the "Outstanding Bonds"); and

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

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its [General Obligation School Refunding Bonds, Series [2017]], dated _____, 2017 (the "Refunding Bonds"); and

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

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

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

DIVISION I

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

DIVISION II

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

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

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

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

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

SECTION 1.

DEFINITIONS AND CONSTRUCTION

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

“Agent” means U.S. Bank National Association, _____, _____, and its successors and assigns;

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

“Bond Resolution” means the resolution adopted by the Board of Commissioners of the County on December 19, 2016 authorizing the Refunding Bonds;

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

“County” means Putnam County, Tennessee;

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

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

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

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

“Refunding Bonds” means the County’s General Obligation School Refunding Bonds, Series 2017, dated _____, 2017; and

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

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

SECTION 2.

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

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

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

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

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same

shall become due and payable. Amounts and dates of principal and interest payments and redemption dates and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the respective paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

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

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

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

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

distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

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

SECTION 3.

CONCERNING THE AGENT

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

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

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

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

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

thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

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

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

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

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

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

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

set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

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

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

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

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

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

SECTION 4.

MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

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

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

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

principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

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

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

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

To the County:

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

To the Agent:

U.S. Bank National Association

_____, _____

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

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

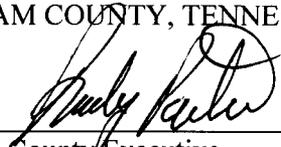
(f) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

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

(signature page follows)

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

PUTNAM COUNTY, TENNESSEE

By: 
County Executive

(SEAL) 
County Clerk



U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of General Obligation School Bonds, Series 2007, dated September 12, 2007, maturing April 1, 2018 through April 1, 2028, inclusive, to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption

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

Paying Agent: U.S. Bank National Association, a successor to Deutsche Bank National Trust Company
Olive Branch, Mississippi

EXHIBIT B

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

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities:
Initial Cash Deposit:

EXHIBIT C

NOTICE OF REDEMPTION

PUTNAM COUNTY, TENNESSEE

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

**General Obligation School Bonds, Series 2007
dated September 12, 2007**

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

The redemption price will become due and payable on April 1, 2017, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond April 1, 2017.

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

U.S. Bank National Association,
Registration and Paying Agent

EXHIBIT E

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

December 19, 2016

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

Re: Issuance of Approximately \$53,250,000 in Aggregate Principal Amount of General Obligation School Refunding Bonds.

Dear Mr. Porter:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Putnam County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding bonds identified in a resolution authorizing the Bonds adopted on December 19, 2016 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

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

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

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

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

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$45,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

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

PUTNAM COUNTY, TENNESSEE:

By: 
Randy Porter, County Executive

BASS, BERRY & SIMS PLC:

By: _____
Karen Neal, Member

20883589.2

YEAR	ISSUE	BOND AMOUNT	AVG RATE	BALANCE 6/30/16	MATURITY DATE	FIRST CALL DATE	TYPE BOND	NOTES
2001	4/1/2000	35,280,000	5.25%	18,860,000	2020	2020	School Refunding	Original bond was 2000, recalled in 2001 and reissued with slightly lower interest rate. This bond cannot be redeemed until maturity in 2020 due to recall option not being purchased at time of refinancing.
2006	8/19/2002	9,545,000	4.50%	3,070,000	2018	4/1/2016	School Projects	These bonds refunded loan with PBA of Montgomery County in 2006. They are paid off in 2018 and can be redeemed in 2016
2007	6/7/2007	16,000,000	4.50%	15,100,000	2028	2018	EMS/Health/Clerk Buildings	These bonds used to build new Emergency Services, Health, Elections and County Clerk Building. They are paid off in 2028 and can be redeemed or refinanced in 2018
2007	9/12/2007	57,700,000	4.75%	52,500,000	2028	4/1/2017	School Projects	These bonds were used to build Prescott South schools. They are paid off in 2028, but can be redeemed or refinanced in 2017.
2010	12/22/2010	7,200,000	3.25%	6,700,000	2030	2020	Public Improvement	These bonds were used to build the new Industrial Park. They are paid off in 2030 and can be redeemed or refinanced in 2020
2013	6/6/2013	52,235,000	3.00%	51,935,000	2033	2024	School Projects	These bonds were used to build the Monterey High School and Baxter Elementary School. They are paid off in 2033 and can be redeemed or refinanced in 2024
TOTALS		177,960,000		148,165,000				

REFUNDING ANALYSIS AND SUMMARY INCLUDED IN STATE REFUNDING REPORT

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

Structure – Level Savings; Assume “Aa2” Rating; “General Market” Offering; Escrow with SLGS; “Snapshot”
 Estimated as of November 16, 2016

BACKGROUND	KEY METRICS	GENERAL
Issue: \$57,700,000 G.O. School Bonds, Series 2007	Estimated Par:	\$44,375,000
Dated: September 12, 2007	Premium (Determined By Bids):	\$7,838,345
Redemption Date: April 1, 2017 @ Par	Estimated Budgeted Debt Service Available (Timing Dependent):	\$822,100
Maturities Redeemed:	Existing Debt Service:	\$70,369,500
✓ 04/01/2018 – 04/01/2028 (Refunded Bonds)	Estimated New Debt Service:	\$61,086,873
✓ Amount Refunded: \$51,400,000	Anticipated True Interest Cost (TIC):	2.257%
Average Rate: 4.799%		
Type: Current Refunding		
Special Conditions: MBIA Insured	Projected All Inclusive Cost (AIC):	2.081%
Features: General Obligation School Refunding Bonds, Series 2017	Costs of Issuance (See Refunding Report - Details):*	\$125,750
✓ No Extension of Debt (i.e., 04/01/2018 – 04/01/2028)	Projected Underwriter’s Disc. (By Bid)*:	\$288,438
INTEREST RATE SENSITIVITY		
✓ For Maximum Efficiency and to Avoid Additional Debt, Use Dollars Budgeted for FY 2017 Debt Service	-25 Basis Points (1/4%):	\$9,048,487
	Estimated Current Rates:	\$8,228,872
	+25 Basis Points (1/4%):	\$7,229,201

*Net of Total Projected Transaction Expenses and Transfers, but includes Roundings:

Actual savings subject to change based upon market conditions on the day of the competitive public sale. Assumes a 2/24/2016 closing date for illustration purposes.

RAYMOND JAMES®

PRELIMINARY REFUNDING ANALYSIS – ESTIMATED SNAP-SHOT AS OF 12/12/2016

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

Structure – Level Savings; Assume “Aa2” Rating; “General Market” Offering; Escrow with SLGS; “Snapshot” Estimated as of December 12, 2016

BACKGROUND		KEY METRICS		GENERAL
Issue:	\$57,700,000 G.O. School Bonds, Series 2007	Estimated Par:		\$44,915,000
Dated:	September 12, 2007	Premium (Determined By Bids):		\$6,877,735
Redemption Date:	April 1, 2017 @ Par	Estimated Budgeted Debt Service Available (Timing Dependent – April 1, 2016):		\$1,233,150
Maturities Redeemed:		Existing Debt Service:		\$69,958,450
✓ 04/01/2018 – 04/01/2028 (Refunded Bonds)		Estimated New Debt Service:		\$61,924,992
✓ Amount Refunded:	\$51,400,000	Anticipated True Interest Cost (TIC):		2.257%
Average Rate:	4.799%			
Type:	Current Refunding			
Special Conditions:	MBIA Insured	Projected All Inclusive Cost (AIC):		2.595%
Features:	General Obligation School Refunding Bonds, Series 2017	Estimated Costs of Issuance (See Refunding Report - Details):*		\$125,750
✓ No Extension of Debt (i.e., 04/01/2018 – 04/01/2028)		Projected Underwriter’s Disc. (By Bid)*:		\$291,948
INTEREST RATE SENSITIVITY				
✓ For Maximum Efficiency and to Avoid Additional Debt, Use Dollars Budgeted for FY 2017 Debt Service		-25 Basis Points (1/4%):		\$7,763,687
		Estimated Current Rates:		\$6,951,703
		+25 Basis Points (1/4%):		\$5,994,355

*Net of Total Projected Transaction Expenses and Transfers, but includes Rounding;
 Actual savings subject to change based upon market conditions on the day of the competitive public sale. Assumes a 2/24/2016 closing date for illustration purposes.

The Chairman asked for discussion on the motion to approve to refinance General Obligation School Bonds, Series 2007 in the amount of \$53,250,000 with the adoption of an amendment to the Debt Management Policy and all other necessary documents needed for the refinancing. (Comes with no recommendation). The Commissioners discussed the motion.

MOTION RE: AMEND THE MOTION BASED ON THE \$730,000 OF SAVINGS AND APPLY \$130,000 TO PRINCIPAL AND \$600,000 TO DEBT SERVICE

Commissioner Chris Savage moved and Commissioner Scott Stevens seconded the motion to amend based on the \$730,000 of Savings and apply \$130,000 to Principal and \$600,000 to Debt Service.

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

Raymond James Financial Advisor, Rick Delaney speaks to the commission.

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

FOR:

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

Scott Stevens
Marsha Bowman
Donny Buttram
Mike Atwood

AGAINST:

Larry Bennett

Ben Rodgers
Danny Holmes
Benton Young
Daryl Blair
Tony Honeycutt
Kim Bradford
Jim Martin
Cathy Reel

ABSENT:

Larry Redwine

The Clerk announced that fourteen (14) voted for, nine (9) voted against, zero (0) abstained, and one (1) absent. The motion to amend carried.

The Chairman asked for discussion on the motion as amended.

The Chairman asked the Commissioners to vote on the motion as amended. 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
Mike Medley

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

AGAINST:

Benton Young
Daryl Blair
Jim Martin

ABSENT:

Larry Redwine

The Clerk announced that twenty (20) voted for, three (3) voted against, zero (0) abstained, and one (1) absent. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL TO APPLY FOR A SOLID WASTE TIRE CLEANUP GRANT WITH NO MATCH REQUIREMENT

Commissioner Chris Savage moved and Commissioner Kim Bradford seconded the motion to apply for a Solid Waste Tire Cleanup Grant with no match requirement.

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

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

NOMINATING COMMITTEE: None

REPORT OF SPECIAL COMMITTEES: None

RESOLUTIONS: None

ELECTION OF NOTARIES:

MOTION RE: APPROVE THE ELECTION OF NOTARIES

Commissioner Daryl Blair moved and Commissioner Benton Young 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 December 19, 2016

W I HOWELL ACUFF
TYLER ASHER
TYLER D ATKINSON
JEANETTE C BARTON
KATHERINE E BUECHEL
SHARON J COLE
MATTHEW CURTIS
HENRY D FINCHER
LINDA FISK
MICHELE L FREEMAN

ALTON G FREEMAN
KARA L KIMBROUGH
DEBBIE K RAY
MATTHEW T SILVEY
DENISE SMILEY
CHARLOTTE SUGGS
MICHELLE SWEET
CYNTHIA D WINCHESTER

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

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

FOR:

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

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

ABSENT:

Larry Redwine

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:

**ACKNOWLEDGMENT OF THE LETTER FROM THE COMPTROLLER OF THE
TREASURY OFFICE ON THE APPROVAL OF THE FISCAL YEAR 2017 BUDGET
(REQUIRES NO ACTION, BUT NEEDS TO BE INCORPORATED INTO THE
MINUTES)**

(SEE ATTACHED)



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

December 7, 2016

Honorable Randy Porter, County Executive
and Honorable Board of County Commissioners
Putnam County
300 East Spring Street, Room 8
Cookeville, TN 38501

Dear Mr. Porter and Members of the County Commission:

This letter and report, and the plan of refunding (the "Plan"), are to be posted on the website of Putnam County (the "County"). Please make these documents available to the public and present them at the County Commission meeting for the adoption of the bond authorizing resolution. The members of the County Commission must review this report prior to the adoption of a refunding bond resolution.

This letter acknowledges receipt on November 28, 2016, of the County's request to review its Plan for the issuance of an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017, (the "Refunding Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County indicated the purpose of the refunding is to achieve net present value debt service savings.

PLAN OF REFUNDING

The County intends to sell competitively approximately \$44,375,000 of fixed interest rate Refunding Bonds priced at premium of \$7,838,345. The County intends to contribute \$822,100 from prior issue debt service funds to fund the current refunding escrow and associated costs. The proceeds and contribution will current refund the County's outstanding \$51,400,000 General Obligation School Bonds, Series 2007, (the "Refunded Bonds").

BALLOON INDEBTEDNESS

The County determined the structure of the Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds. Approval of the Director of the Office of State and Local Finance is required prior to the County adopting the resolution authorizing the issuance of balloon indebtedness.

The County's plan of balloon indebtedness was approved in a separate letter from this office, dated December 7, 2016.

As part of this process, the County Commission must amend its debt management policy to comply with the balloon indebtedness requirements of the State Funding Board's *Statement on Debt Management* and adopt a balloon indebtedness management plan.

The following policy statement needs to be added to the debt management policy with the other requirements related to balloon indebtedness:

It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest expense, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. The County will submit the required amendment to its debt management policy and the adopted balloon indebtedness management plan to this Office with its Report on Debt Obligation.

If the County subsequently amends its policy, please submit the amended policy to this office.

FINANCIAL PROFESSIONALS

The County has indicated that Raymond James is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its municipal advisor.

MSRB Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Either the Chief Executive Officer or the Chief Financial Officer of the local government must submit such statement. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should

subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

REPORT ON DEBT OBLIGATION

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. For your convenience, a fillable PDF of Form CT-0253 is available at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Rick Delaney, Raymond James
Ms. Karen S. Neal, Bass Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE BY
PUTNAM COUNTY, TENNESSEE
OF
GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2017**

Putnam County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017 (the "Refunding Bonds"), to current refund \$51,400,000 General Obligation School Bonds, Series 2007, (the "Refunded Bonds").

This Office has not performed an evaluation of the preparation, support, and underlying assumptions of the Plan. This letter and report provide no assurances of the reasonableness of the underlying assumptions. The Refunding Bonds may be issued with a structure different to that of the Plan. The County provided a copy of its debt management policy. Prior to the adoption of a refunding bond resolution, this report must be presented to the governing body.

Balloon Indebtedness

The County determined the structure of the Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds. Approval of the Director of the Office of State and Local Finance is required prior to the County adopting the resolution authorizing the issuance of balloon indebtedness.

The County's plan of balloon indebtedness was approved in a separate letter from this office, dated December 7, 2016.

As part of this process, the County Commission must amend its Debt Management Plan to comply with the balloon requirements of the State Funding Board's Statement on Debt Management and adopt a balloon indebtedness management plan.

The following policy statement needs to be added to the debt management policy with the other requirements related to balloon indebtedness:

It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest expense, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

County's Proposed Refunding Objective

The County indicated the purpose of the refunding is to achieve net present value debt service savings.

Refunding Analysis

- The results of the refunding are based on the assumption that \$44,375,000 Refunding Bonds will be sold by competitive sale priced at a premium of \$7,838,345.
- The County intends to contribute \$822,100 from prior issue debt service funds to fund the transaction.
- Projected net present value saving for the refunding are \$8,228,872 or 16% of the refunded principal of \$51,400,000
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$414,188 or \$9.33 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

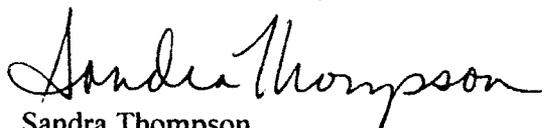
Table 1
Putnam County
Costs of Issuance of Refunding Bonds
General Obligation School Refunding Bonds, Series 2017

	Amount	Price per \$1,000 bond
Underwriter's Discount (TBD by competitive sale)	\$288,437.50	\$ 6.50
Municipal Advisor (Raymond James)	52,500.00	1.18
Bond Counsel (Bass Berry & Sims)	45,000.00	1.01
Rating Agency Fees	26,000.00	0.59
Other Costs	2,250.00	0.05
Total Cost of Issuance	\$414,187.50	\$ 9.33

The County has indicated that Raymond James is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its municipal advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If not all of the Refunded Bonds are refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: December 7, 2016



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

December 7, 2016

Honorable Randy Porter, County Executive
and Honorable Board of County Commissioners
Putnam County
300 East Spring Street, Room 8
Cookeville, TN 38501

Dear Mr. Porter and Members of the County Commission:

Putnam County (the "County") submitted a request to our Office on November 28, 2016, for the approval of a plan of balloon indebtedness (the "Plan") to issue an amount not to exceed \$53,250,000 General Obligation School Refunding Bonds, Series 2017 (the "Refunding Bonds"), to current refund \$51,400,000 General Obligation School Refunding Bonds, Series 2007, (the "Refunded Bonds").

Balloon Indebtedness

The proposed debt structure for the Refunding Bonds includes a debt service payment in the fourth fiscal year that is substantially less than subsequent fiscal years. Subsequent annual debt service payments exceed the fourth year payment amount by 5% and \$10,000. This structure constitutes balloon indebtedness as defined by state Statute because the structure is not substantially level or declining throughout the life of the debt. The County stated in its Plan that issuing this debt, as balloon indebtedness, will achieve cost savings, which is in the public's interest. The Refunded Bonds had been previously issued as balloon indebtedness, and the issuance of the Refunding Bonds will refund the prior balloon indebtedness with a principal maturity structure similar to that of the Refunded Bonds.

Approval

The comptroller of the treasury or the comptroller's designee shall evaluate each plan of balloon indebtedness based on the plan's particular circumstances and shall approve the plan only if a determination is made that the repayment structure is in the public's interest. Based on the review of the Plan in accordance with statute, the Plan is approved.

Letter to Putnam County
December 7, 2016
Page 2

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Thompson".

Sandra Thompson
Director of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Rick Dulaney, Raymond James & Associates, Inc.
Ms. Karen Neal, Bass Berry & Sims



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

December 7, 2016

Honorable Randy Porter, County Executive
and Honorable Board of Commissioners
Putnam County
300 E Spring St. Room 8
Cookeville, TN 38501

Dear Mr. Porter and Members of the Board:

Please include this letter in the minutes of the next meeting of the County Commission and provide a copy to each Commissioner.

This letter acknowledges receipt of a certified copy of the fiscal year 2017 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for determining that the budget appears to be balanced. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the County's fiscal year 2017 budget as adopted by the County Commission.

Considerations Concerning the Budget

The Office of State and Local Finance has determined that the County's budget meets basic statutory requirements, but we have detected a challenge, outlined below, that could possibly lead to financial problems in the future.

General Purpose School Fund

As part of the annual budget submission process required by T.C.A. § 9-21-408, the County provided a projected monthly cash flow analysis for the General Purpose School Fund, (the "Fund"). A review of the analysis indicated that the Fund is budgeted to have an amount of cash

at the end of fiscal year 2017 equal to less than one-month's average monthly spending. The Fund appears to have sufficient cash during fiscal year 2017 to remain balanced; however, to ensure this continues, the County's finance staff should provide the following information to the County Commission, if it does not already do so:

- An updated cash flow analysis for the Fund showing actual data from the prior month and any changes to forecasted data, and
- A budget-to-actual report for the Fund including both revenue collections and expenditures.

Please submit these reports to the County Commission at each regular meeting. As part of a financially well-run county, we recommend that the County's finance staff provide the County Commission these reports for all funds.

If you should have any questions or we may be of assistance, please feel free to call us.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit, COT

**ACKNOWLEDGMENT OF THE APPOINTMENT TO THE BANGHAM UTILITY
DISTRICT: RICHARD NORTON (TERM TO EXPIRE MAY 19, 2020)**

(SEE ATTACHED)

BEFORE THE COUNTY MAYOR OF PUTNAM COUNTY, TENNESSEE

In re:)
BANGHAM UTILITY DISTRICT)
OF PUTNAM AND JACKSON)
COUNTIES, TENNESSEE)

ORDER APPOINTING COMMISSIONER

Upon certification by the Board of Commissioners of Bangham Utility District of Putnam and Jackson Counties Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the death of Commissioner W B Shreckengost on October 2, 2016 and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a)l

It is Therefore Ordered, Adjudged and Decreed, that the nominee Richard Norton is hereby appointed to the Board of Commissioners of the Bangham Utility District of Putnam and Jackson Counties Tennessee, to serve from December 21,2016 until May 19, 2020.

Entered this the 29 day of November, 2016.



RANDY PORTER, COUNTY MAYOR
PUTNAM COUNTY, TENNESSEE

**MOTION RE: APPROVE THE RATIFICATION OF COUNTY EXECUTIVE RANDY PORTER'S APPOINTMENTS TO THE ADULT ORIENTED ENTERTAINMENT BOARD AS FOLLOWS: LARRY BENNETT
DAVID GENTRY
JERRY FORD
MIKE MEDLEY
LARRY REDWINE**

Commissioner Tony Honeycutt moved and Commissioner Daryl Blair seconded the motion to approve the Ratification of County Executive Randy Porter's Appointments to the Adult Oriented Entertainment Board as follows: Larry Bennett, David Gentry, Jerry Ford, Mike Medley, and Larry Redwine.

The Chairman asked for discussion on the motion to approve the Ratification of County Executive Randy Porter's Appointments to the Adult Oriented Entertainment Board as follows: Larry Bennett, David Gentry, Jerry Ford, Mike Medley, and Larry Redwine. There was none.

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

ANNOUNCEMENTS AND STATEMENTS:

**EMPLOYEES OF THE MONTH: PUTNAM COUNTY FIRE DEPARTMENT:
KEVIN ASHER
JASON JENNINGS
DREW SWINK
MATT BATHKE
KYLE WILLIAMS**

**CITIZENS OF THE MONTH: PUTNAM COUNTY EMS
ANDREW SCOTT
BRENT CARR
KEVIN LEATHERWOOD**

*****THESE ARE THE FIREFIGHTERS AND PARAMEDICS FROM PUTNAM COUNTY THAT WENT TO GATLINBURG TO HELP WITH BATTLING THE FIRE*****

(SEE ATTACHED)

EMPLOYEES OF THE MONTH

FOR DECEMBER 2016

PUTNAM COUNTY FIRE DEPT.

**Kevin Asher
Jason Jennings
Drew Swink
Matt Bathke
Kyle Williams**

PUTNAM COUNTY EMS

**Andrew Scott
Brent Carr
Kevin Leatherwood**

**** These are the firefighters and Paramedics from Putnam County that went to Gatlinburg to help with battling the fire ****

ADJOURN:

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

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

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: December 8, 2016

RE: Planning Committee Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, December 12, 2016 IMMEDIATELY AFTER FISCAL REVIEW COMMITTEE MEETING.

1. Consider approval of a Resolution concerning Putnam County's Occupational Safety and Health Plan required by TOSHA.
2. Consider speed limit for Carlisle Road.
3. Consider amendment to the Corrections Committee Resolution.
4. Consider approval for Putnam County EMS to sell vehicles via Internet auction.
5. Consider approval of an amendment to the Health and Safety Ordinance from the County Powers Act to match change in TCA Code.
6. Consider request from the Health and Safety Board for a Private Act that deals with junk/scrap yards.
7. Any other business that needs to be reviewed by the Planning Committee.

NOTE: NO NOMINATING COMMITTEE MEETING FOR DECEMBER

PLANNING COMMITTEE MINUTES

December 12, 2016

Prepared by Deborah Francis

Scott Stevens	Present	Danny Holmes	Present
Tom Short	Present	Tony Honeycutt	Present
Reggie Shanks	Present	Donny Buttram	Present
Larry Bennett	Present	Benton Young	Present
Bobby Williams	Present	Jordan Iwanyszyn	Present
Mike Atwood	Absent	Larry Redwine	Present

Item #1 TOSHA resolution

Motion: Recommends approval of a Resolution concerning Putnam County's Occupational Safety and Health Plan required by TOSHA.

Made By: Young VOICE VOTE APPROVED
Seconded: Honeycutt

Item #2 Speed limit for Carlisle Road

Motion: Recommends approval to set the speed limit for Carlisle at 25 MPH.

Made By: Williams VOICE VOTE APPROVED
Seconded: Stevens

Item #3 Corrections Committee Resolutions

Motion: Recommends approval of the amendment to the Corrections Committee Resolution.

Made By: Short VOICE VOTE APPROVED
Seconded: Young

Item #4 EMS surplus vehicles

Motion: Recommends approval for the list of vehicles from Putnam County EMS to sell via Internet auction.

Made By: Young VOICE VOTE APPROVED
Seconded: Bennett

Item #5 Amendment to Health and Safety Ordinance from the County Powers Act.

Motion: Recommends approval of an amendment to the Health and Safety Ordinance from the County Powers act to match change in TCA Code.

Made By: Iwanyszyn VOICE VOTE APPROVED
Seconded: Short

Item #6 ***Private Act dealing with junk/scrap yards***

Motion: **Recommends approval of request from the Health and Safety Board
for a Private Act that deals with junk/scrap yards.**

Made By: Young
Seconded: Williams

VOICE VOTE

APPROVED

Item #7 ***Any other business***
Recommendation from Road Committee

Motion: **Recommends approval to add Pinnacle View Road to the Official County
Road Map.**

Made By: Iwanyszyn
Seconded: Honeycutt

VOICE VOTE

APPROVED

ADJOURNED

TO: Putnam County Board of Commissioners

FROM: Randy Porter, County Executive

DATE: December 8, 2016

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on December 12, 2016 at 5:30 PM in the County Commission Chambers at the Courthouse.

1. Consider budget amendments to the County General Fund.
2. Consider a Resolution to apply for a Community Development Block Grant (CDBG) for Fire Protection which requires a 15% match.
3. Consider a Resolution to refinance General Obligation School Bonds, Series 2007 in the original amount of \$53,250,000 with the adoption of an amendment to the Debt Management Policy and all other necessary documents needed for the refinancing.
4. Consider request to apply for a Solid Waste Tire Cleanup Grant with no match requirement.
5. Any other business that needs to be reviewed by the Fiscal Review Committee.

NOTE: NO NOMINATING COMMITTEE MEETING FOR DECEMBER

FISCAL REVIEW COMMITTEE MINUTES

December 12, 2016

Prepared by Deborah Francis

ROLL CALL

Jim Martin	Present	Daryl Blair	Present
Jerry Ford	Present	Kim Bradford	Present
Scott Ebersole	Present	Marsha Bowman	Present
Cindy Adams	Present	Cathy Reel	Present
Mike Medley	Present	Ben Rodgers	Present
Jerry Roberson	Present	Chris Savage	Present

Item #1 County General Amendments

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

Made By: Medley
Seconded: Martin

VOICE VOTE APPROVED

Item #2 CDBG Grant Application

Motion: Recommends approval to apply to the Tennessee Department of Economic and Community Development for Community Development Block Grant Funds.

Made By: Blair
Seconded: Bradford

VOICE VOTE APPROVED

Item #3 Bond Refinancing

Motion: Recommends approval to refinance General Obligation School Bonds, Series 2007 in the amount of \$53,250,000 with the adoption of an amendment to the Debt Management Policy and all other necessary documents needed for the refinancing.

Made By: Bradford
Seconded: Martin

AMENDED MOTION:

Recommends to send to Full Commission WITHOUT RECOMMENDATION

Made By: Ebersole
Seconded: Adams

VOICE VOTE APPROVED

Item #4 *Application of Solid Waste Grant*

Motion: **Recommends approval to apply for a Solid Waste Tire Cleanup Grant with no match requirement.**

Made By: Blair
Seconded: Bradford

VOICE VOTE

APPROVED

Item #5 *Any other business*

NONE

ADJOURNED