

MINUTES
OF
PUTNAM COUNTY COMMISSION
OCTOBER 21, 2013

Prepared by:

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

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED: that on October 21, 2013 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding the Chairman, Chris Savage and County Clerk, Wayne Nabors.

The Chairman, Chris Savage called the meeting to order.

The Chairman, Chris Savage, recognized Reverend Drew Shelley of the First Methodist Church for the Invocation.

The Chairman, Chris Savage, recognized Commissioner Jim Martin to lead the Pledge to the Flag of the United States of America.

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

PRESENT:

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

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

MOTION RE: APPROVAL OF THE AGENDA

Commissioner Scott Ebersole moved and Commissioner Ron Williamson seconded the motion to approve the Agenda.

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

AGENDA

PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

Regular Monthly Session
Monday, October 21, 2013 6:00PM

Presiding: Honorable Chris Savage
Commission Chairman

1. Call to Order - Sheriff David Andrews
2. Invocation *District 2*
3. Pledge to the Flag of the United States of America *District 2*
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 to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to state, "terms for members shall be no more than 3 consecutive terms of three years."

- b. Recommends approval for the following roads to be added to the official County Road Map PENDING APPROVAL OF THE ROAD COMMITTEE as presented by the Highlands Planning Department:

Poundstone Drive
Ellen Circle
Anna Grace Court

2. Fiscal Review Committee

- a. Consider amendment for \$35,000 be removed from 54210-467 left in budget document in error therefore increasing fund balance.
COMES WITH NO RECOMMENDATION
- b. Recommends approval of budget amendments to the County General Fund.
- c. Recommends approval of budget amendments to the Drug Control Fund.
- d. Recommends approval of grant and agreement award between USDA, NRSC and Putnam County Government for debris removal and disposal at Mill Creek.

3. Nominating Committee

- a. Recommends the consideration of the following for appointments to the Putnam County Fair Board for 3 year terms to expire October 2016:

There will be 5 appointments

Carol Vinson	Dwayne Harness
Tammy Tucker	Sam Tayes
Gaye Ann Hill	Jerry Swift
Melanie Bussel	Jim Cryer
Bill Dyer - Pending	Danny Vaughn
Lane Mayberry	Tim Hartley
John Allen	Brenda Gentry

- b. Recommends the appointment of Marsha Bowman and Anna Ruth Burroughs to the Delinquent Property Tax Committee for 2 year terms to expire October 2015.

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

- 1. Commission Chairman to appoint 4 members to serve on the Rules Committee.

9. Announcements and Statements

10. Adjourn

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MOTION RE: AMEND AGENDA TO MOVE RESOLUTIONS FROM ITEM 3-C UP TO ITEM 6-A

Commissioner Anna Ruth Burroughs moved and Commissioner Marsha Bowman seconded the motion to amend the Agenda and move Resolutions from Item 3-C to Item 6-A.

The Chairman asked for discussion on the amended motion to approve the Agenda and move Resolutions from Item 3-C to Item 6-A. There was none.

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

MOTION RE: APPROVE MINUTES OF THE PREVIOUS MEETING

Commissioner Kevin Maynard moved and Commissioner Kim Bradford seconded the motion to approve the Minutes of the September 16, 2013 meeting of the Putnam County Board of Commissioners.

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

The Chairman asked for a voice vote on the motion to approve the Minutes of the September 16, 2013 meeting of the Putnam County Board of Commissioners. The motion carried.

RESOLUTIONS: APPROVE RESOLUTION TO HONOR DENNIS TENNANT

Commissioner Anna Ruth Burroughs moved and Commissioner Jonathan Williams seconded the motion to approve a Resolution to honor Dennis Tennant.

(SEE ATTACHED)

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RESOLUTION

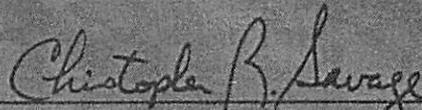
WHEREAS, DENNIS TENNANT was an outstanding citizen of Putnam County, having been elected to serve on its County Legislative Body as County Commissioner of the Seventh District for 4 years, and

WHEREAS, MR. TENNANT contributed to the growth of Putnam County while improving the quality of life for the citizens of Putnam County always having a sense of caring and respect for others, and

WHEREAS, WE his fellow colleagues, wish to express our deep sorrow at the untimely death of our esteemed colleague who faithfully served this Legislative Body on many committees during his tenure in office.

NOW, THEREFORE BE IT RESOLVED that we do hereby give formal expression of our grievous loss in the death of DENNIS TENNANT and do hereby record in the official minutes the passing from this life of one who was esteemed by his associates, loved by his family, and respected by all.

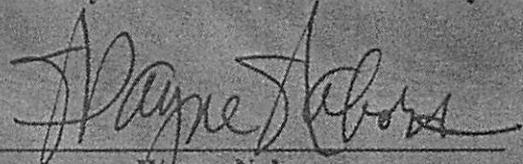
NOW, THEREFORE BE IT FURTHER RESOLVED that this Resolution be presented to his wife Janice Tennant and family at the October 21, 2013, regular session of the Putnam County Board of Commissioners to be approved by said body as a token of our thanks for his hard work and contributions to the Commission, and that a copy of this Resolution be spread upon the minutes of this County Commission.



Chris Savage, Chairman
Putnam County Board of Commissioners


Kim Blaylock

County Executive of Putnam County



Wayne Nabors
County Clerk of Putnam County

The Chairman asked for discussion on the motion to approve a Resolution to honor Dennis Tennant. There was none.

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

HEAR FROM AUDIT COMMITTEE

HEAR FROM PERSONNEL POLICY COMMITTEE: No report.

HEAR FROM THE SPORTS COMMITTEE

HEAR FROM TAX FREEZE COMMITTEE

OTHER UNFINISHED BUSINESS: None

NEW BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE:

MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL TO AMEND SECTION VII, ARTICLE 5 OF THE BYLAWS OF THE PUTNAM COUNTY AGRICULTURE FAIR TO STATE, "TERMS FOR MEMBERS SHALL BE NO MORE THAN 3 CONSECUTIVE TERMS OF THREE YEARS."

Commissioner Jonathan Williams moved and Commissioner Kim Bradford seconded the motion to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to State, "Terms for members shall be no more than 3 consecutive terms of three years.

(SEE ATTACHED)

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Wimberly Lawson
Wright Daves & Jones, PLLC

Attorneys & Counselors at Law

Jeffrey G. Jones, Regional Managing Member
jjones@wimberlylawson.com

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Cookeville, TN 38503-0655
931-372-9123 tel
931-372-9181 fax

Of Counsel:
Bob E. Lype & Associates
Chattanooga, TN
423-602-7300 tel

September 18, 2013

Sue Neal
5429 Baxter Road
Baxter, TN 38544

Re: Putnam County Fair Board

Dear Sue:

Pursuant to our telephone conversation of September 16, 2013, I have enclosed a resolution related to the amendment of the Putnam County Agricultural & Industrial Fair, Inc.'s Bylaws.

After you have had an opportunity to review the enclosed, should you have questions, please feel free to give me a call. Also, it will be necessary for you to call Debby Francis to put this on the agenda for October.

Again, if there are any questions, please let me know.

Sincerely,

Jeffrey G. Jones
For the Firm

JGJ/jk

Enclosure: As Stated.

www.wimberlylawson.com

Knoxville

Nashville

Cookeville

Morristown

Chattanooga

RESOLUTION

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
PUTNAM COUNTY, TENNESSEE
TO RECOMMEND AMENDMENT TO THE BY-LAWS OF THE PUTNAM COUNTY
AGRICULTURAL & INDUSTRIAL FAIR, INC.**

WHEREAS, the Putnam County Agricultural & Industrial Fair, Inc. adopted By-Laws in 2005; and

WHEREAS, Article XII of said By-Law require that any proposed changes to the By-Laws are subject to the approval of the Putnam County Commission and said changes shall not take effect until the Putnam County Commission has given approval of the same.

NOW, THEREFORE, premises considered, the Putnam County Commission hereby RESOLVES that:

1. Section VII, Article 5, of the By-Laws of the Putnam County Agricultural & Industrial Fair, Inc. shall be stricken and removed from the By-Laws of the organization.

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the minutes of this meeting. This resolution shall take effect upon its passage, the public welfare requiring it.

This the _____ day of _____, 2013.

APPROVED:

Chairman, County Commission

County Executive

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The Chairman asked for discussion on the motion to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to State, "Terms for members shall be no more than 3 consecutive terms of three years. The Commissioners discussed the motion.

MOTION RE: AMEND MOTION TO APPROVE TO SERVE 6 YEARS ON THE FAIR BOARD AND SET OFF 3 YEARS

Commissioner Mike Medley moved and Commissioner Anna Ruth Burroughs seconded to amend the motion to approve to serve 6 years on the Fair Board and set off 3 years.

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

MOTION RE: TABLE THE AMENDED MOTION

Commissioner Bob Duncan moved and Commissioner Kim Bradford seconded the motion to table the amended motion to approve to serve 6 years on the Fair Board and set off 3 years.

The Chairman asked the Commissioners to vote on the motion to table the amended motion to approve to serve 6 years on the Fair Board and set off 3 years.

FOR:

Tom Short
Anna Ruth Burroughs
Terry Randolph
Reggie Shanks

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

AGAINST:

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

Daryl Blair
Marsha Bowman

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

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The Chairman asked the Commissioners for discussion on the original motion to approve to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to state, "terms for members shall be no more than 3 consecutive terms of three years". The Commissioners discussed the motion.

MOTION RE: CEASE DEBATE

Commissioner Jim Martin moved and Commissioner David Gentry seconded the motion to cease debate.

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

The Chairman asked the Commissioners to vote on the original motion to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to state, "terms for members shall be no more than 3 consecutive terms of three years". The Commissioners voted as follows:

FOR:

Tom Short
Terry Randolph
Chris Savage
Reggie Shanks

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

AGAINST:

Scott Ebersole
David Gentry
Jerry Ford
Ron Williamson
John Ludwig
Anna Ruth Burroughs
Joe Trobaugh
Mike Medley

Eris Bryant
Daryl Blair
Kevin Maynard
Marsha Bowman

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

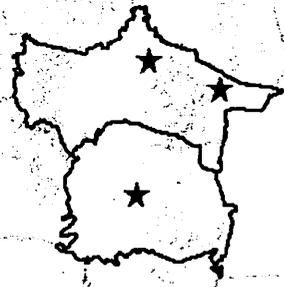
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**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL FOR THE FOLLOWING ROADS TO BE ADDED TO THE OFFICIAL COUNTY ROAD MAP PENDING APPROVAL OF THE ROAD COMMITTEE AS PRESENTED BY THE HIGHLANDS PLANNING DEPARTMENT: POUNDSTONE DRIVE
ELLEN CIRCLE
ANNA GRACE COURT**

Commissioner Jonathan Williams moved and Commissioner Jim Martin seconded the motion to approve the following roads to be added to the official County Road Map as approved by the Road Committee as presented by the Highlands Planning Department: Poundstone Drive, Ellen Circle, and Anna Grace Court.

(SEE ATTACHED)

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HIGHLANDS PLANNING DEPARTMENT

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

Jonathan W. Ward, Planning Director

67 South Elm Avenue

Cookeville, Tennessee 38501

Tel: (931) 372-0070 Fax: (931) 372-0071

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: Jonathan W. Ward, Planning Director *JW*

DATE: October 1, 2013

SUBJECT: ROADS TO BE CONSIDERED FOR ACCEPTANCE AS COUNTY ROAD

The Putnam County Regional Planning Commission recommended at the October 1, 2013 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 Poundstone Drive, Ellen Circle and Anna Grace Court as shown on the Cumby Place Subdivision plat which was recorded in the Putnam County Register of Deeds Office on February 8, 2008 in Plat Cabinet E, Page 187A, Instrument # 87550 and Receipt # 65527. 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: Cumby Place

Roads recommended for acceptance:

Developer: McClain and Associates
Sue Neal, Partner
Jack Poundstone, Partner
3510 South Pointe Road
Cookeville, TN 38506
(931) 528-6140

- 1) Poundstone Drive
- 2) Ellen Circle
- 3) Anna Grace Court

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

Jonathan W. Ward
Planning Director

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

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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 Cumby Place 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 October 1, 2013. Accordingly, the expiration date thereof shall be one (1) year following the effective date or October 1, 2014.
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 38506, 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:

Richard Wright
Chairman, Putnam County Regional
Planning Commission

Mik [Signature]
Secretary, Putnam County Regional
Planning Commission

DEVELOPER:

Sue Neal
Name of Developer/Subdivider

Jack Pounsh tone
Developer/Subdivider

BY:

Partner
Title

Partner
Title

APPROVED AS TO FORM AND CONTENT:

Putnam County Attorney

MINUTES
PUTNAM COUNTY REGIONAL PLANNING COMMISSION
NOVEMBER 6, 2007

The monthly meeting of the Putnam County Regional Planning Commission was called to order by Chairman Richard Wright at 6:30 PM on Tuesday, November 6, 2007 in the upstairs meeting room in the Putnam County Public Library located at 50 E. Broad Street in Cookeville. In addition to Chairman Wright, members Bill Bennett, John Donnelly, Mike Medley, Ronnie Lafever and Mike Atwood were present. Members Gary Carwile and Jim Martin were absent. Former member Dan Turnbow had not been replaced on the commission as of the date of the meeting. Others present were County Engineer Patrick Rinks, Skip Bartlett, James Ward, Clint Carroll, Mark Matchett, Tim Huddleston, Mike O'Mara, County Attorney Jeff Jones and staff planner Ken Young. The members reviewed the minutes from the October 2, 2007 meeting. Atwood made a motion to accept the minutes as presented and Donnelly made a second. The vote for approval was unanimous with the exception of Chairman Wright who did not vote.

REVIEW TERMS & CONDITIONS OF LETTER OF CREDIT FOR THE BLUFFS AT CUMBERLAND COVE SUBDIVISION

County Attorney Jeff Jones came before the planning commission to present the most recent draft of the irrevocable letter of credit to be posted to guarantee the completion of the infrastructure improvements for The Bluffs at Cumberland Cove Subdivision. Jones informed the members that the four million dollar letter of credit would stand for the completion of the project and contained an automatic renewal clause unless notified otherwise by the financial institution no later than ninety days prior to the current expiration date. Jones advised that no formal action was required by the full commission at this juncture and the commission executives could review and approve the final document.

RECOMMENDATION REGARDING ROAD IN THE GRACE LAND PHASE II SUBDIVISION

Staff planner and County Engineer Patrick Rinks advised the commission that the road named Camry Drive constructed in the Grace Land Phase II subdivision developed by Doug Stewart had been constructed in general conformance with the Putnam County Subdivision Regulations and recommended that it be accepted as a county road and subsequently placed on the Official County Road List and supplemental map. This recommendation is specifically to accept the road as shown on the plat for the Grace Land Phase II Subdivision which was recorded in the Putnam County Register of Deeds Office on March 15, 2007 in Plat Cabinet E, Pages 122B- 122B instrument # 73911 and Record # 55282. Staff planner submitted a signed warranty agreement for the road, copies of the recorded plat and Rinks submitted a copy of his inspection report. A motion to recommend to the Putnam County Road Committee that the road be accepted as a county road was made by Donnelly, seconded by Bennett and carried on a unanimous vote, with Chairman Wright not voting.

CONSIDERATION OF THE CUMBY PLACE FINAL PLAT

Surveyor Skip Bartlett presented the final plat of the Cumby Place subdivision being developed by Matt McClain which was granted preliminary approval at the February 6, 2007 meeting. The property is sited in the 7th Civil District off Cumby Road and consists of the creation of 38 lots on approximately 25.46 total acres. One new entry road approximately 400' in length named Poundstone Drive connects to a new looped road named Ellen Drive. One new cul-de-sac has been constructed in the southeast portion of the development named Anna Grace Court. A six-inch waterline has been installed which ties into the existing six-inch waterline in the right-of-way of Cumby Road and three hydrants have been installed. Bartlett told the members that the roads had not been rocked. County Engineer Rinks and staff planner reported that they had made visit to the site and Rinks recommended that the tile locations needed to be verified and corrected on the plat as needed. Rinks also recommended that the corresponding drainage easements be verified and corrected as needed. Rinks told the commission that with the installation of four inches of base gravel, he estimated a financial guarantee of \$85K would be sufficient to guarantee the completion of the roads. Atwood then made a motion to grant final approval subject to the installation of traffic signage, the adding of drainage tiles and easements to the plat as recommended by Rinks and the posting of an irrevocable letter of credit in the amount of \$85K. The motion was seconded by Lafever.

Members Atwood, Lafever, Bennett and Donnelly voted aye and member Medley voted no. Chairman Wright cast an aye vote and the motion carried.

CONSIDERATION OF THE PEMBROOKE PINES PRELIMINARY PLAT

Surveyor Skip Bartlett then presented the preliminary plat of the Pembroke Pines subdivision proposed for development by Richard Dyer of Cookeville. The plat consists of the creation of 52 lots on approximately 42.99 acres sited in the 16th Civil District off Eller Ridge Road and Goolsby Lane. County Engineer Rinks and staff planner reported they visited the site with Bartlett and helped determine the best location for the proposed Pembroke Pine Lane to tie in to Eller Ridge Road in terms of site distance. A secondary entrance is shown on the plat as an extension of Goolsby Lane and the commission was made aware there was confusion over who had ownership of the unimproved area between Goolsby Lane and England Road. The commission also explored various options to increase the existing narrow right-of-way of Goolsby Lane. After the discussing ended, Lafever made a motion to grant preliminary approval subject to additional right-of-way being added to the existing segment of Goolsby Lane to increase the right-of-way 40' off the centerline and subject to the availability of water for domestic use as well as fire protection. Donnelly seconded the motion which passed unanimously with Chairman Wright not voting.

CONSIDERATION OF THE MASON ACRES PRELIMINARY PLAT

Surveyor Skip Bartlett then presented the preliminary plat of the Mason Acres subdivision proposed for development by Leslie King of Cookeville. The plat consists of the creation of 16 lots on approximately 23.71 acres sited in the 15th Civil District. All of the lots are to front Emerald Road which has a 38' right-of-way and 16' of asphalt. The plat shows that the new lots will add an additional six-foot of right-of-way to the roadway for a total of 50'. Bartlett stated the new lots would be served by the Bangham Utility district and a new six-inch waterline would be installed that would connect to an existing six-inch line. County Engineer Rinks recommended that any drainage easements that may be needed should be depicted on the final plat. Medley made a motion to grant preliminary approval subject to the availability of water for domestic use as well as fire protection and verification that the property is not part of an existing subdivision. Bennett seconded the motion which passed unanimously with Chairman Wright not voting.

CONSIDERATION OF THE LANDING AT FALLING WATER RIVER FINAL PLAT

Surveyor Skip Bartlett presented the final plat of The Landing at Falling Water River subdivision being developed by James Ward of Sparta. The development is sited in the southern area of the county and is bounded on the west by Luke Lane and on the south by Burgess Mill Road. The final plat consists of the creation of 91 lots on approximately 60.37 acres. Bartlett stated developer James Ward had petitioned the county to set the speed limit on Luke Lane at 30 MPH which was due to be acted on by the county commission the following Monday. County Engineer Rinks and staff planner reported they had made a visit to the site and the roads had been rocked. Rinks recommended that the plat be approved subject to granting a variance to the slope at the entrance, and plat revisions showing the correct tile locations and drainage easements. Rinks told the members that he calculated a letter of credit in the amount of \$150K was sufficient to guarantee the completion of the roads. Donnelly made a motion to grant approval subject to the conditions as stated by Rinks and the submission of the financial guarantee in the amount of \$150K. Bennett seconded the motion which passed on a vote of all ayes, with Chairman Wright not voting.

DISCUSSION REGARDING CURB AND GUTTERS

The planning commission discussed the matter of whether or not to allow the use of curb and gutter drainage conveyance systems in subdivision developments. After reviewing the pros and cons, County Engineer Rinks and staff planner agreed to draft a proposal for presentation at a later meeting.

UPDATE OF STATUS OF DOCUMENTS IN LOCK BOX

Secretary Atwood and Chairman Wright told the commission that they had completed an inventory of the contents of the planning commission safety deposit box. They stated that all expired documents were given to staff planner for filing in the LPAO office and active documents would be on the monthly meeting agenda as review items.

CONSIDER FINAL APPROVAL OF THE REMAINDER OF THE BLUFFS AT CUMBERLAND COVE

Attorney Mike O-Mara came before the commission seeking final approval to the remainder of the Bluffs at Cumberland Cove subdivision on behalf of developer Craig Roy. It was noted that Phase I of the development had been previously granted final approval. County Engineer Rinks voiced concerns regarding how as-built conditions would be reflected on a previously recorded plat, such as tile locations, drainage easements and fire hydrants. In addition, Rinks requested that an as-built road profile be provided. After a period of review, Bennett made a motion to grant final approval to the remainder of the development subject to the submission of the irrevocable letter of credit as discussed earlier in the meeting. Donnelly seconded the motion which passed with a unanimous vote, with Chairman Wright not voting.

STAFF REPORTS

County Engineer Rinks and staff planner had no reports for the commission.

OTHER BUSINESS

Member Bennett advised the members that the fee structure for engineer inspections of subdivision developments needed to be reviewed. Bennett, Atwood and Lafever agreed to form a committee to review the matter and report back to the full commission at the next meeting.

Member Atwood told the members that he was in the process of trying to determine if recording equipment from Marcia Bory's office may be available for use by the planning commission.

With no other business, Lafever made a motion to adjourn, Medley seconded and the motion carried by acclamation.

 05 Feb '08
Chairman Date

 2-6-08
Secretary Date

KRY/kry

1/2" = 10' - 0"
1/4" = 5' - 0"
3/16" = 3' - 0"
1/8" = 1' - 0"
1/16" = 6" - 0"
1/32" = 3" - 0"
1/64" = 1' - 0"
1/128" = 6" - 0"
1/256" = 3" - 0"
1/512" = 1' - 0"
1/1024" = 6" - 0"
1/2048" = 3" - 0"
1/4096" = 1' - 0"
1/8192" = 6" - 0"
1/16384" = 3" - 0"
1/32768" = 1' - 0"
1/65536" = 6" - 0"
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The Chairman asked for discussion on the motion to approve the following roads to be added to the official County Road Map pending approval of the Road Committee as presented by the Highlands Planning Department: Poundstone Drive, Ellen Circle, and Anna Grace Court. There was none.

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

FISCAL REVIEW COMMITTEE:

MOTION RE: FISCAL REVIEW COMMITTEE TO CONSIDER AMENDMENT FOR \$35,000 BE REMOVED FROM 54210-467 LEFT IN BUDGET DOCUMENT IN ERROR THEREFORE INCREASING FUND BALANCE COMES WITH NO RECOMMENDATION

Commissioner Terry Randolph moved and Commissioner Kevin Maynard seconded the motion to consider an amendment for \$35,000 to be removed from 54210-467 that was left in Budget Document in error.

(SEE ATTACHED)

20

Putnam County Budget Amendment/Transfer Authorization Form

Department: County General Fund

Date: October 2013

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended</u>
	JAIL						
101	54210-467	Fencing <i>Left in budget in error</i> <i>Was not recommended by Budget Committee</i>	35,000	35,000		0	0.00
	#39000	Fund Balance			35,000		

Note: As per Budget Committee

The Chairman asked for discussion on the motion to consider an amendment for \$35,000 to be removed from 54210-467 that was left in Budget Document in error. The Commissioners discussed the motion.

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

FOR:

Scott Ebersole
David Gentry
Anna Ruth Burroughs
Terry Randolph
Chris Savage
Joe Trobaugh
Mike Medley

Eris Bryant
Daryl Blair
Kevin Maynard
Marsha Bowman

AGAINST:

Tom Short
Jerry Ford
Ron Williamson
John Ludwig
Reggie Shanks

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

The Clerk announced eleven (11) voted for, thirteen (13) voted against, zero (0) abstained, and zero (0) absent. The motion failed.

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

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

(SEE ATTACHED)

22

AS RECOMMENDED BY FISCAL REVIEW

Department: COUNTY GENERAL FUND

Date: October 2013

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Requested</u>	<u>Amount Expended</u>
Agriculture Extension							
101	57100-719	Office Equipment	1,000		3,000	4,000	0
101	#41140	Cable TV Franchise	165,000		3,000	168,000	59,540
Election Commission							
101	51500-731	Voting Machines <i>additional funding from state</i>	86,945		177	87,122	85,512
101	#46980	State Grants			177		
Drug Court							
101	53330-435	Office Supplies	5,000		2,086	7,086	
	53330-599	Other Charges	5,049	2,086		2,963	44
District Attorney General							
Family Justice Center Grant							
101	53600-105	Director	0		40,000	40,000	1,359
101		Benefits	0		19,000	19,000	
101	53600-307	Communication	0		6,000	6,000	0
101	53600-355	Travel	0		6,000	6,000	113
101	53600-435	Office Supplies	0		3,000	3,000	0
101	53600-719	Office Equipment	0		6,000	6,000	
101	#46980	State Grants			80,000		

Ag Extension - To replace Copier
Election Commission - HAVA grant
Drug Court - Amendment per State
Family Justice Center - Grant

Putnam County Election Commission

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



DATE: September 19, 2013
TO: Debby Francis, Accounts Manager
FROM: Debbie Steidl, Administrator of Elections *DS*
RE: Line Item 51500-731

The election office needs to add \$176.71 to Line Item 731 in order to properly account for the HAVA grant that we have received from the state. The total grant is for \$87,121.61. The part of the grant that will pay for computer hardware and software is \$1,539.61. (See the attached sheet.) That is slightly more than that the total originally projected by the state. The \$176.71 difference will be added to Line Item 731 to make everything balance. Again, this is grant money. No monies from the county are needed.



**13th Judicial District
Adult Drug Court Program**

Seth Norman
Presiding Drug Court Judge

18 North Madison Ave. Suite 115
Cookeville, TN 38501
P (931)372-1003
F (931)528-1206

September 10, 2013

Mrs. Debby Francis
300 E. Spring St. RM 8
Cookeville, TN 38501

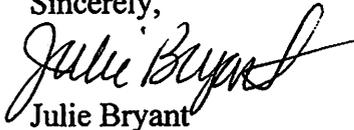
Re: Budget Amendment

Dear Mrs. Francis:

The 13th Judicial District Drug Court needs to do a budget amendment. The Drug Court needs to move \$2,086 from Line Item 599 (Other Charges) to Line Item 435 (Office Supplies). I have enclosed a revised Budget Summary showing the changes to Line Items 599 and 435.

Should you have any questions or comments feel free to contact my office.

Sincerely,


Julie Bryant

13th Judicial District Drug Court
Putnam County, Tennessee
Budget Summary
For the Fiscal Year Ending June 30, 2014

County General Fund

Account Number		Estimated 2013-2014
53330	<u>Drug Court</u>	
105	Salaries	50,000
	Benefits & Taxes	16,033
307	Communications	3,000
351	Rent	4,800
355	Travel	5,439
399	Other Contracted Services	22,645
435	Office Supplies	7,086
599	Other Charges	2,963
719	Equipment	534
	TOTAL DRUG COURT	<hr/> 112,500

Putnam County, Tennessee
 Statement of Proposed Expenditures
 For the Fiscal Year Ending June 30, 2014

County General Fund

Account Number		<u>2011-2012</u>	<u>2012-2013</u>	<u>Estimated 2013-2014</u>	
53600	<u>District Attorney General</u> Family Justice Center Grant				
105	Supervisor-Director	0	0	39,500	40,000
	Fringe	0	0	19,000	
307	Communication	0	0	6,500	6,000-
355	Travel	0	0	6,000	
435	Office Supplies	0	0	3,000	
719	Office Equipement	0	0	6,000	
	Total Budget	0	0	80,000	80,000

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

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

FOR:

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

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

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

MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE DRUG CONTROL FUND

Commissioner Scot Ebersole moved and Commissioner Jim Martin seconded the motion to approve the Budget Amendments to the Drug Fund.

(SEE ATTACHED)

28

Putnam County Budget Amendment/Transfer Authorization Form

Department: DRUG CONTROL FUND

Date: October 2013

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Exp/Rec.</u>
122	42340	Drug Control Fines	0		1,500	1,500	
122	42910	Proceeds from Confiscated Properties	0		5,000	5,000	
122	54150-196	Inservice Training	0		1,500	1,500	
	54150-307	Communication	0		2,000	2,000	
	54150-319	Confidential Drug Enforceme	0		20,000	20,000	
	54150-351	Rentals	0		9,000	9,000	
	54150-499	Other Supplies	0		2,000	2,000	
	54150-716	Law Enf. Equipment	0		10,000	10,000	
	54150-718	Motor Vehicles	0		10,000	10,000	
122	#39000	Fund Balance		48,000			

THIS CORRECTS ROLLING OVER OF BUDGET
AFTER APPROVAL SYSTEM PUT BACK TO ZERO

The Chairman asked for discussion on the motion to approve the Budget Amendments to the Drug Control Fund. There was none.

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

FOR:

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

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

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

MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF GRANT AND AGREEMENT AWARD BETWEEN USDA, NRSC, AND PUTNAM COUNTY GOVERNMENT FOR DEBRIS REMOVAL AND DISPOSAL AT MILL CREEK

Commissioner Scot Ebersole moved and Commissioner Kevin Maynard seconded the motion to approve the Grant and Agreement Award between USDA, NRSC, and Putnam County Government for debris removal and disposal at Mill Creek.

(SEE ATTACHED)

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-4741-3-033	2. Amendment No.	3. Award/Project Period Expires 1/17/2014	4. Type of Award Instrument Cooperative Agreement
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5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) USDA/NRCS 675 U.S. Courthouse 801 Broadway Nashville, TN 37203	6. Recipient Organization: (Name and Address) Putnam County 300 E. Spring Street, Room 8 Cookeville, TN 38501 DUNS: EIN:
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7. NRCS Program Contact: Denise Watkins 931-528-6472, Ext. 109	8. NRCS Administrative Contact: Courtney Hansman 615-277-2592	9. Recipient Program Contact: Kim Blaylock 931-526-2161	10. Recipient Administrative Contact:
---	--	--	--

11. CFDA Number 10-923	12. Authority See Attached Agreement	13. Type of Action New Agreement	14. Project Director
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15. Project Title/Description:
 5079-15 EWP Debris Removal and Disposal at Site 1 - Mill Creek in Putnam County, TN.

16. Entity Type: Profit Nonprofit Higher Education Federal State/Local Indian/Native American Other

17. Select Funding Type: <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Non-Federal	18. Accounting and Appropriation Data																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Financial Code</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Fiscal Year</th> <th style="width: 25%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td>5079-15 (FA)</td> <td style="text-align: right;">\$51,150.00</td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Financial Code	Amount	Fiscal Year	Treasury Symbol	5079-15 (FA)	\$51,150.00										
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Previous Total:																	
Current Total:																	
Grand Total:	\$51,150.00 \$17,050.00																

19. APPROVED BUDGET			
Personnel	\$ _____	Fringe Benefits	\$ _____
Travel	\$ _____	Equipment	\$ _____
Supplies	\$ _____	Contractual	\$ _____
Construction	\$ _____	Other	\$ _____
Total Direct Cost	\$ _____	Total Indirect Cost	\$ _____
Total Federal Funds Awarded	\$ 51,150.00	Total Non-Federal Funds	\$ 17,050.00
Total Approved Budget	\$ 68,200.00		

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

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Name and Title of Authorized Government Representative Kevin Brown State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Kim Blaylock, County Executive	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

USDA/NRCS DUNS & SAM Fact Sheet

Step 1: Obtaining a DUNS Number

In order to receive Federal financial assistance as a nonindividual, your organization will need a Data Universal Number System (DUNS) number. A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). You may request one through the D&B DUNS special toll-free number for Federal award applicants: 1 (866) 705-5711. Tell the operator that you are applying to a Federal financial assistance program and need to register for a DUNS number. Your organization can also register for a DUNS number through D&B's Web site at <https://eupdate.dnb.com/requestoptions.html>.

Have the following information prepared when requesting a DUNS Number:

- Name of your organization
- Organization address
- Phone number of the organization
- Name of the CEO or organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary line of business
- Total number of employees (full- and part-time)

Note: Obtaining a DUNS number places your organization on D&B's marketing list that is sold to other companies. You can request not to be added to this list during your application. D&B should not charge you a fee for requesting a DUNS number. You are also not obligated to purchase any of their products.

Step 2: Register with SAM

Once you have a DUNS number, you must register with the System for Award Management (SAM) and complete other reporting requirements. To register with SAM, go to www.sam.gov.

SAM is a government-wide registry for vendors doing business with the federal government which replaced Centralized Contractor Registration (CCR). SAM centralizes information about federal financial assistance recipients and also provides a central location for you to change your organizational information. Upon receipt of the DUNS number, it is the participant's responsibility to maintain current information with SAM. If you had an active record in CCR, you have an active record in SAM. Unless a change in your business circumstances requires a change in SAM in order for you to be paid or to receive an award, no action is needed.

The steps below provide an overview of the process to register in SAM. If your organization has the necessary information ready, online registration will take about 30 minutes to

complete, depending upon the size and complexity of your organization. With an active EIN number, it will take 3 to 5 business days before your SAM registration becomes active. If you are updating or renewing your registration information, it will take approximately 24 hours to become active.

What you will need to register with SAM:

- Begin the SAM registration process at www.sam.gov. You will need your DUNS number to begin. After entering your DUNS number, SAM will retrieve the name and address information from D&B. You will then be prompted for the following information:
 - **EIN number:** If you already have an EIN number, it will take 3 to 5 business days to clear the EIN/SAM match process. A newly assigned EIN cannot be immediately validated in SAM. You must wait until you receive the CP-575 notice from the IRS confirming that the EIN is active and valid for use before registration with SAM can be completed. This process may take 2 to 5 weeks. Once a match is confirmed, you can enter the remaining required information to complete your registration.
 - **Statistical information about your business:** This may include information regarding receipts and number of employees.
 - **Electronic Funds Transfer (EFT):** Information for payments and invoices, including the following;
 - ABA Routing number for your bank
 - Account Number and Type, or Lockbox number
 - Automated Clearing House (ACH) point of contact
 - Remittance point of contact
 - Accounts Receivable point of contact

Tips for managing and establishing your SAM:

- Your organization will need to renew their SAM registration every year.
- Before registering, applicants should consider reviewing SAM Quick Start guides at: <https://www.fsd.gov/app/sam>
- A SAM user's guide and step-by-step screen shots of the process is available at: [http://www.fsd.gov/euf/assets/images/SAM User Guide v1.9.pdf](http://www.fsd.gov/euf/assets/images/SAM%20User%20Guide%20v1.9.pdf)
- For additional privacy, consider to "opt-out" when completing this process in order to prevent your company information from being displayed in SAM's public search.

STATE: Tennessee
EWP PROJECT: Putnam County (5079-15)
AGREEMENT: 68-4741-3-033 (FA+TA)

**LOCALLY LED
COOPERATIVEMENT AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE
PUTNAM COUNTY GOVERNMENT
APPLICABLE CFDA # 10-923**

THIS AGREEMENT is hereby entered into by and between the Putnam County Government called the Sponsor and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701-b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203, the Sponsor and NRCS agree to certain emergency watershed protection measures;

WHEREAS, NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated total construction cost of \$68,200.00

Description of Work: Debris Removal and Disposal at Site 1 – Mill Creek in Putnam County, Tennessee.

B. The Sponsor will:

1. Provide 25 percent of the cost of constructing the emergency watershed protection measures described in Section A through direct payment to the contractor. This cost to the Sponsor is estimated to be \$17,050.00.

2. Let and administer contract(s) for work described in Section A. The agreed to value of these services is up to \$1,000.00 which may be billed to NRCS with sufficient supporting documentation. These services may include the cost of advertising the project, mailing costs for distributing bid packages, labor cost of administering the contract, and other items as approved by NRCS.
3. Utilize bid sheets, design, construction specifications, and drawings prepared by NRCS. Any modification of these construction plans must be approved by NRCS.
4. Prepare all contractual documents and contract for the work measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements, and the Sponsor's procurement regulations.
5. The following individual is designated as the liaison between the Sponsor and NRCS:

Name: Kim Blaylock, County Executive, Putnam County
Address: 300 E. Spring Street, Room 8, Cookeville, TN 38501
Telephone: (931) 526-2161
Email: kblaylock@putnamco.org

6. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, and through an Attorney's Title of Opinion.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
8. Comply with the applicable requirements in *Attachments A and B* to this agreement.
9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement.
10. NRCS provided copies of site maps to the appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of any modification of construction plans or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A and Paragraph B.2 of this agreement.
13. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 and register in the System for Award Management (SAM). EFT information will be collected through SAM and confirmed by separate EFT form.
14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
15. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.
17. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer.

Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 75 percent of the cost of constructing the emergency watershed protection measures described in Section A and the agreed to amount for providing contracting services. This cost to NRCS is estimated to be \$51,150.00 (Financial Assistance) for the construction and \$1,000.00 (Technical Assistance) for contract administration. Reimbursement by NRCS will not exceed \$52,150.00.

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2. Not be substantially involved with the contractual administration of this agreement.
3. NRCS will periodically check progress and agreement compliance by the Sponsor and provide advice and counsel as needed.
4. Provide construction inspection and quality assurance during construction activities.
5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.
6. Arrange for and conduct final inspection for completed construction works.
7. The following individual is designated as the contact between the Sponsor and NRCS.

Name: Denise Watkins, Area Engineer
Address: USDA-NRCS, 900 South Walnut Avenue, Room 3, Cookeville, TN 38501
Telephone: (931) 528-6472, Ext. 109
Email: Denise.Watkins@tn.usda.gov

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. **The current expiration date for this project is January 17, 2014.** If an additional extension is needed, Sponsor will send a written request within 30 days of agreement expiration date to the State Conservationist. This request shall include:
 - a. Reasons why the project will not be completed within the time requirement,
 - b. An explanation of why the limiting concern (i.e. fish and wildlife migration, nesting seasons or other seasonal restrictions, acquisition of native plant materials, limited construction season because of climatic conditions, magnitude of the disaster prevents completion within the time constraint, permitting issues, consideration of historic resources, or endangered species requirements) cannot be addressed within the performance time limits and what actions are being taken to address the concern,
 - c. A revised performance schedule, and
 - d. Actions taken by the Sponsor to complete the project within the time extension.
2. In the event work has not commenced within 3 calendar days after the date NRCS has executed this agreement, NRCS *may* terminate this agreement and release Federal funds obligated for this project.
3. The contracts for construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's

immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

4. NRCS may make adjustments in the estimated cost set forth in C.1 for emergency watershed protection measures described in Section A. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated costs and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment is to change the cost sharing assistance to be provided by NRCS.
5. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
6. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
7. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
8. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
10. Any commenced work described in Section A prior to execution of this agreement is not eligible for NRCS cost-share assistance.
11. Employees of the Sponsor shall participate in efforts under the agreement solely as representatives of the Sponsor and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employers, or otherwise serve or hold themselves out as representatives of the Sponsor. They also shall not assist the Sponsor or any member of the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

PUTNAM COUNTY GOVERNMENT

By: _____
Title: _____
Date: _____

This action authorized at an official meeting
of the _____
on the ___ day of _____, 20 ____
at _____
State of Tennessee.

(Signature)

(Title)

*(Leave blank if meeting not
required.)*

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: _____
Title: State Conservationist
Date: _____

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ATTACHMENT A – SPECIAL PROVISIONS

DRUG FREE WORKPLACE CERTIFICATION

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

CLEAN AIR AND WATER CERTIFICATION

ASSURANCES AND COMPLIANCE

EXAMINATION OF RECORDS

NONDISCRIMINATION REQUIREMENTS

ATTACHMENT A – SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby incorporated into this agreement.

Drug Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug Free Workplace Act, the Service in addition to any other remedies available to the Federal Government, may take action authorized under the Drug Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation 21 CFR 1308.11 through 1308.15;

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee or cooperator directly engaged in the performance of work under a grant or cooperative agreement, including; (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; or (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant or cooperative agreement who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employee of subrecipients of subcontractors in covered workplaces).

Certification:

- A. The sponsors certify that it will continue to provide a drug free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug free awareness program to inform employees about:
 - (a) The danger of drug abuse in the work place;
 - (b) The grantee's policy of maintaining a drug free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by (1);
 - (4) Notifying the employee in the statement required by paragraph (1) that as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
 - (5) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4b with respect to any employee who is so convicted;
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraph (1) through (6).
 - (8) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000.00)

The Sponsors certify to the best of their knowledge and belief, that:

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- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the marking of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be the subject of a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction, (7 CFR 3017)

- A. The sponsors certify to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed by debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or in performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, state or local) terminated for clause or default.
- B. Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

II. Clean Air and Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)91) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (C)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is not listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State Administrative Officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)91) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (C)) and is listed by EPA, or is not otherwise exempt.)

- A. The project sponsoring organization(s) signatory to this agreement agrees as follows:
 - (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by public law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to

inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A(4).

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 1110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of any agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, and 3051 which are hereby incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable MOB Circular(s).

VII. Nondiscrimination

Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, marital status, familiar status, sexual orientation, or because all or part of an individual's income is derived from any public assistance

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source be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

ATTACHMENT B

EQUAL OPPORTUNITY (SCS-AS-83)

EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

**NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES**

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES**

CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive Order No. 11246 of September 24,

1965, so that such provisions will be binding upon such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanction for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work; Provided, however, That if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontracts with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

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**NOTICE TO CONTRACTING LOCAL ORGANIZATION OF
REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (a) A certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS**

- (a) A certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date

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**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's response.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street- applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file, with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is under utilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction, trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1991 and the Community Development Block Grant Program.)

The Chairman asked for discussion on the motion to approve the Grant and Agreement Award between USDA and NRSC and Putnam County Government for debris removal and disposal at Mill Creek. There was none.

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

FOR:

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

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

NOMINATING COMMITTEE:

MOTION RE: NOMINATING COMMITTEE RECOMMENDS THE CONSIDERATION OF THE FOLLOWING FOR APPOINTMENTS TO THE PUTNAM COUNTY FAIR BOARD FOR 3 YEAR TERMS TO EXPIRE OCTOBER 2016

THERE WILL BE 5 APPOINTMENTS

CAROL VINSON	DWAYNE HARNNESS
TAMMY TUCKER	SAM TAYES
GAYE ANN HILL	JERRY SWIFT
MELANIE BUSSELL	JIM CRYER
BILL DYER – PENDING	DANNY VAUGHN
LANE MAYBERRY	TIM HARTLEY
JOHN ALLEN	BRENDA GENTRY

Commissioner Steve Pierce moved and Commissioner Ron Williamson seconded the motion to consider the following appointments to the Putnam County Fair Board for 3 year terms to expire October 2016: Carol Vinson; Dwayne Harness; Tammy Tucker; Sam Tayes; Gaye Ann Hill; Jerry Swift; Melanie Bussell; Jim Cryer; Bill Dyer – Pending; Danny Vaughn; Lane Mayberry; Tim Hartley; John Allen; and Brenda Gentry. Gaye Ann Hill asked that her name be removed and Bill Dyer.

(SEE ATTACHED)

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Putnam County Agricultural & Industrial Fair, Inc.
P.O. Box 1001
Cookeville, Tennessee 38501

The following were nominated by the Fair Board at the September meeting for consideration of the Putnam County commission at the October meeting. The terms are for three years beginning in November 2013. Five will need to be elected.

Elect 5 (Five)

1. Carol Vinson
2. Dwayne Harness
3. Tammy Tucker
4. Sam Tays
5. Gaye Ann Hill
6. Jerry Swift
7. Melanie Bussel
8. Bill Dyer
9. Jim Cryer
10. Danny Vaughn
11. Lane Mayberry

Thank You!

Bill Dyer
PCAF President

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October 8, 2013

Jim Martin
1430 Jamestown Ct
Cookeville, TN 38501

Dear Mr. Martin:

Greetings. I am contacting you because I would like an opportunity to serve on the Putnam County Fair Board. I have hoped to do this ever since I moved back to Cookeville in 2008. I grew up here and have always loved the County Fair, having exhibited for many years before graduating college and moving away.

I believe I am well qualified for this role. I am a graduate of Tennessee Tech with a Masters Degree from the University of Tennessee, both degrees in Animal Science. I worked for the U.T. Agricultural Extension Service for ten years in Nashville before joining the staff of National 4-H Council in Washington, D.C. At National 4-H Council I was an educator for 14 years managing a staff of sixty people and a fundraiser for five years focused on Annual and Planned Giving.

I then moved to Atlanta where I was the State Executive Director for Mothers Against Drunk Driving and later got my real estate lisc. and worked for Bo Bridgeport Brokers, Inc. I retired in 2008 and returned to Cookeville. Presently I Coordinate the Upper Cumberland Quilt Festival and serve on the Board of the Cookeville Doll Museum, support animal rescue and several other charities in the area.

I think I am more than qualified for a position on the Fair Board. I would appreciate your help and support in realizing this goal.

Sincerely,


John Allen
2290 West Broad St.
Cookeville, TN 38501

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August 7, 2013

Tim Hartley
Hartleys Performance Engines
628 S Willow Ave
Cookeville TN 38501
931-252-1644

Attn: Debbie
Kim Blaylock
Putnam County Executive
300 E Spring St Room 8
Cookeville TN 38501

Debbie / Ms. Blaylock

I am interested in applying for one of the vacant seats on the Putnam County Fair Board.

Since 2008 I have been an officer of the Upper Cumberland Harley Owners Group, and I will complete my term as the Chapter Director in September. For the past two years, I have been the Assistant Volunteer Coordinator for the State HOG Rally committee. In 2014, I will be the Volunteer Coordinator on the State HOG Rally committee. I would like to continue to be involved in my community, and I believe that becoming a member of the fair board committee will allow me to do just that.

Please accept this letter indicating my interest in a Putnam County Fair Board position, and please let me know what steps I need to follow to gain a seat on the fair board.

Sincerely

Tim Hartley

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The Chairman asked for other nominations from the floor.

David Hunter was nominated by Commissioner Mike Medley.

Steven Eldridge was nominated by Commissioner Joe Trobaugh.

MOTION RE: CEASE NOMINATIONS FOR THE FAIR BOARD

Commissioner Steve Pierce moved and Commissioner Mike Atwood seconded the motion to cease nominations for the Fair Board.

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

The Fair Board Nominees were given a chance to speak.

The Chairman asked the Commissioners to vote on 5 of the following nominees to the Fair Board: Carol Vinson; Tammy Tucker; Melanie Bussell; Lane Mayberry; John Allen; Dwayne Harness; Sam Tayes; Jerry Swift; Jim Cryher; Danny Vaughn; Tim Hartley; Brenda Gentry; David Hunter; and Steven Edlridge. The Commissioners voted as follows:

Scott Ebersole: Bussell; Tayes; Hartley; Gentry; Hunter
Tom Short: Bussell; Allen; Vaughn; Hartley; Hunter
Bob Duncan: Allen; Tayes; Swift; Hartley; Hunter
Jim Martin: Vinson; Bussell; Allen; Tayes; Hartley
David Gentry: Vinson; Bussell; Harness; Gentry; Hunter
Jerry Ford: Vinson; Allen; Swift; Hartley; Gentry
John Ludwig: Vinson; Allen; Tayes; Hartley; Gentry
Ron Williamson: Vinson; Allen; Hartley; Gentry; Hunter
Anna Ruth Burroughs: Vinson; Bussell; Harness; Gentry; Hunter
Terry Randolph: Bussell; Tayes; Swift; Vaughn; Gentry
Reggie Shanks: Tucker; Tayes; Swift; Vaughn; Gentry
Chris Savage: Allen; Swift; Hartley; Gentry; Hunter
Michael Medley: Bussell; Harness; Gentry; Hunter
Joe Trobaugh: Vinson; Mayberry; Tayes; Swift; Gentry
Eris Bryant: Vinson; Allen; Swift; Gentry; Hunter
Sue Neal: Tucker; Allen; Tayes; Swift; Hunter
Daryl Blair: Vinson; Allen; Tayes; Swift; Gentry
Jonathan Williams: Vinson; Allen; Vaughn; Hartley; Hunter
Kevin Maynard: Vinson; Allen; Vaughn; Hartley; Gentry
Kim Bradford: Bussell; Allen; Tayes; Swift; Hartley
Steve Pierce: Allen; Harness; Vaughn; Hartley; Gentry
Marsha Bowman: Vinson; Harness; Hartley; Gentry; Hunter
Cathy Reel: Allen; Tayes; Swift; Hartley; Hunter
Mike Atwood: Allen; Tayes; Swift; Hartley; Hunter

The Clerk announced twelve (12) voted for Vinson; two (2) voted for Tucker; eight (8) voted for Bussell; one (1) voted for Mayberry; sixteen (16) voted for Allen; five (5) voted for Harness; twelve (12) voted for Tayes; twelve (12) voted for Swift; zero (0) voted for Cryer; six (6) voted for Vaughn; fifteen (15) voted for Hartley; sixteen (16) voted for Gentry; fourteen (14) voted for Hunter, and zero (0) voted for Eldridge. John Allen, Tim Hartley; Brenda Gentry, and David Hunter is appointed to the Fair Board.

The Chairman asked the Commissioner to vote on one of the following: Carol Vinson, ; Tammy Tucker; Melanie Bussell; Lane Mayberry; Dwayne Harness; Sam Tayes; Jerry Swift or Danny Vaughn.

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

The Clerk announced twelve (12) voted for Vinson; two (2) voted for Tayes, nine (9) voted for Swift, and one (1) voted for Vaughn.

The Chairman asked the Commissioners to vote on one (1) of the following: Carol Vinson or Jerry Swift. The Commissioners voted as follows:

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

The Clerk announced twelve (12) voted for Vinson and twelve (12) voted for Swift.

The Chairman asked the Commissioners to vote again on one (1) of the following: Carol Vinson or Jerry Swift. The Commissioners voted as follows:

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

The Clerk announced twelve (12) voted for Vinson and twelve (12) voted for Swift.

MOTION RE: BRING BACK TO THE NOVEMBER MEETING OF THE PUTNAM COUNTY COMMISSION THE NOMINATION OF THE 5TH FAIR BOARD POSITION. THE NOMINEES ARE CAROL VINSON AND JERRY SWIFT

Commissioner Kevin Maynard moved and Commissioner Ron Williamson seconded the motion to bring back to the November Meeting of the Putnam County Commission the nomination of the 5th Fair Board position. The nominees are Carol Vinson and Jerry Swift.

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

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

MOTION RE: NOMINATING COMMITTEE RECOMMENDS THE APPOINTMENT OF MARSHA BOWMAN AND ANNA RUTH BURROUGHS TO THE DELINQUENT PROPERTY TAX COMMITTEE FOR 2 YEARS TERMS TO EXPIRE OCTOBER 2015

Commissioner Steve Pierce moved and Commissioner Ron Williamson seconded the motion to approve the appointment of Marsha Bowman and Anna Ruth Burroughs to the Delinquent Property Tax Committee for 2 year terms to expire October 2015.

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

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

REPORT OF SPECIAL COMMITTEES: None

RESOLUTIONS:

ELECTION OF NOTARIES:

Commissioner Eris Bryant moved and Commissioner Steve Pierce seconded the motion to approve the Election of Notaries.

(SEE ATTACHED)

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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 October 21, 2013

LORI ARMS
LAURA BENNETT
HOWARD B BILBREY
DANIEL S BRADDOCK
CAROLYN J CHAFFIN
MARTELIA T CRAWFORD
HOLLY CROSS
LOIS JEAN FLANNERY
KRISTI GALLION
PEGGY S HAMILTON

AMANDA NICOLE HARRIS
JAYA RENE HARWELL
MICHELLE S KENNEDY
LORRIE LEE
TRISTAN PARKER
BRANDON LEE SMITH
JUSTIN SWEATMAN
ALICE WILLS

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

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

FOR:

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

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

OTHER NEW BUSINESS:

COMMISSION CHAIRMAN TO APPOINT 4 MEMBERS TO SERVE ON THE RULES COMMITTEE

The Chairman appointed Bob Duncan, David Gentry, Jonathan Williams, and Steve Pierce to serve on the Rules Committee.

ANNOUNCEMENTS AND STATEMENTS

EMPLOYEE OF THE MONTH: NONE

CITIZEN OF THE MONTH: NONE

MOTION RE: ADJOURN

Commissioner Joe Trobaugh moved and Commissioner Mike Medley seconded the motion to Adjourn.

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

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

NOMINATING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: October 8, 2013

RE: Nominating Committee Agenda

Listed below are items to be considered by the Nominating Committee on Monday, October 14, 2013 after the Fiscal Review Committee.

1. Consider nominations for Fair Board positions
 - 5 at large positions
 - 2 Commissioner positions

2. Consider nominations for Delinquent Property Tax Committee
 - Terms are for 2 years
 - Expiring Terms
 - Marsha Bowman
 - Anna Ruth Burroughs

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

Nominating Committee Minutes
October 13, 2013
Prepared by Scott Ebersole

Vice Chairman Martin brought the meeting to order in place of the absence of Chairman Pierce, with the following committee members were present;

Chris Savage
Jim Martin
Jonathan Williams
Scott Ebersole

Item #1 Consider nominations for Fair Board positions

A motion was made to accept the Fair Board nominations with the exception of Bill Dyer's nomination being contingent on a change pending to the Fair Board's bylaws.

Carol Vinson	Dwayne Harness
Tammy Tucker	Sam Tayes
Gaye Ann Hill	Jerry Swift
Melanie Bussel	Jim Cryer
Bill Dyer	Danny Vaughn
Lane Mayberry	

And additional nominees Tim Hartley, John Allen and Brenda Gentry

Motion passed

Item #2 Consider nominations Delinquent Property Tax Committee

Terms are for 2 years.
The terms of Marsha Bowman and Anna Ruth Burroughs are expiring

A motion was made to nominate both Commissioners Bowman and Burroughs.

Motion passed

Additional business: Commissioner Savage made a motion that nominations for the Land and Facilities committee be added to the November 2013 meeting.

Motions passed

No further business needing to be discussed, meeting was adjourned

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FISCAL REVIEW AGENDA

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: October 8, 2013

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on Monday, October 14, 2013, at 5:30 PM in the County Commission Chambers at the Courthouse.

1. Consider budget amendments to the County General Fund.
2. Consider budget amendments to the Drug Control Fund.
3. Consider approval of agreement for NRSC Grant.
4. Any other business that needs to be reviewed by the Fiscal Review Committee.

**FISCAL REVIEW COMMITTEE
MINUTES**

October 14, 2013

Prepared by Deborah Francis

ROLL CALL

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

Item #1 **Budget Amendments to the County General Fund**
The amendment for taking \$35,000 out of the budget that was left in the budget in error was discussed and the following motion was made:

Motion: **Recommends to remove \$35,000 for Fencing for the Jail from the budget amendments and deal with this item separate.**

Made By: Duncan
Seconded: Maynard

VOICE VOTE

APPROVED

Motion: **Recommends to remove the \$35,000 from 54210-467 left in the budget document in error therefore increasing fund balance.**

Made By: Medley
Seconded: Blair

VOICE VOTE

Yes **No**

Randolph	Duncan
Savage	Ford
Medley	Ludwig
Blair	Neal
Maynard	Atwood
Pierce	Absent
Ebersole	Pass

Motion Fails
Goes to Full Commission without recommendation

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

Made By: Maynard
Seconded: Blair

VOICE VOTE

APPROVED

Item #2 **Amendments to the Drug Control Fund**

Motion: **Recommends approval of the budget amendments to the Drug Control Fund.**

Made By: Duncan
Seconded: Blair

VOICE VOTE

APPROVED

Item #3 **NRSC Grant agreement**

Motion: **Recommends approval grant and agreement award between
USDA, NRSC and Putnam County Government.**

Made By: Duncan
Seconded: Randolph

VOICE VOTE

APPROVED

Item #4 **Any other business**

NONE

ADJOURNED

PLANNING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: October 8, 2013

RE: Planning Committee Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, October 14, 2013, at 6:00 PM in the County Commission Chambers at the Courthouse.

1. Discuss Resolution relating to amending the Putnam County Agricultural and Industrail Fair, Inc.'s Bylaws.
2. County Attorney has requested discussion of the Rules relating to the use of the Putnam County Fairgrounds.
3. Considered acceptance of county roads as recommended by the Highlands Planning Department
Roads are Poundstone Drive, Ellen Circle and Anna Grace Court
4. Any other business that needs to be reviewed by the Planning Committee.

PLANNING COMMITTEE

MINUTES

October 14, 2013

Prepared by Deborah Francis

Jim Martin	Present	Eris Bryant	Absent
Tom Short	Present	Kim Bradford	Present
Reggie Shanks	Absent	Marsha Bowman	Present
Ronald Williamson	Present	Jonathan Williams	Present
Anna Ruth Burroughs	Present	David Gentry	Present
Cathy Reel	Present	Joe Trobaugh	Present

Item #1 **Resolution amending Putnam County Fair Bylaws**
If this resolution passes it would remove Section VII Article 5 which states there members can only serve two consecutive terms of three years.
After much discussion about delaying this and etc. the following motion was made:

Motion: **Recommends approval to amend Section VII, Article 5 of the Bylaws of the Putnam County Agriculture Fair to state that, "terms for members shall be no more than 3 consecutive terms of three years".**

Made By: Martin
Seconded: Short

VOICE VOTE

APPROVED

Item #2 **County Attorney discusses Rules relating to the use of the Putnam County fairgrounds.**
Jeff Jones went over liability, maintenance requirements, pre and post inspection report and bonding amounts pertaining to rental of fairground property.
NO MOTIONS MADE

Item #3 **County Roads to add to county road map as recommended by the Highlands Planning Department.**

Motion: **Recommends to approve adding the following roads to the Official County Road Map PENDING APPROVAL OF THE ROAD COMMITTEE MEETING on Monday before Full Commission:**
 Poundstone Drive
 Ellen Circle
 Anna Grace Court

Made By: Trobaugh
Seconded: Short

VOICE VOTE

APPROVED

Item #4 **Any other business**
Danny Vaughn spoke to the Committee expressing his interest in being appointed to the Fair Board.

ADJOURNED

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