

STATE OF TENNESSEE
COUNTY OF GREENE

GREENE COUNTY LEGISLATIVE BODY
AUGUST 15, 2016
6:00 P.M.

The Greene County Legislative Body met in regular session on Monday, August 15, 2016 at 6:00 P.M. in the Greene County Courthouse.

Mayor Crum called the meeting to order to transact business that is to lawfully come before the Honorable Body. Commissioner Dale Tucker gave the invocation. A group of Boy Scouts led the Pledge to the Flag.

Mayor Crum asked Commissioner Paul Burkey to introduced his daughter, Nancy Katherine Burkey, who is a member of the Youth Leadership Class.

The Commissioners signed in on their keypads and the following Commissioners were present. Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White were present. There were 21 Commissioners present.

PUBLIC HEARING

Commissioner Quillen called on Terry Hazard of the University of Tennessee CTAS to explain to the County Commission that all SRO office have to be full-time, post-certified law enforcement officers, that are working for a law enforcement agency and assigned to a school. Mr. Hazard stated that this is according to Tennessee State Code. Schools cannot hire officers, SRO officers will have to come through the Greene County Sheriff's Department, because the SRO officers have to be from the jurisdiction that the schools are in. Mr. Hazard presented a packet from CTAS for the Commissioners to review concerning the State Law of the Rules and Regulations of SRO Officers.

Mayor Crum stated that a copy of the packet from CTAS of the State Law of the Rules and Regulations of SRO Officers would be included in the August Commission minutes.

CHAPTER 1

COUNTY GOVERNMENT UNDER THE TENNESSEE CONSTITUTION

Under the Tennessee Constitution, counties are an extension of the state and are deemed political subdivisions of the state created in the exercise of its sovereign power to carry out the policy of the state. Counties, as the creation of the state, are subject to control by Tennessee's legislature, known as the General Assembly. Although the General Assembly has very broad powers to deal with county government, the state's constitution places some limitation on its discretion regarding counties.

A long line of Tennessee Supreme Court case law has held that counties have no authority except that expressly given them by statute or necessarily implied from it. *Bayless v. Knox County*, 286 S.W.2d 579 (Tenn. 1955). Although statutes are the primary source of county authority, the Tennessee Constitution does contain a few provisions specifically addressed to county government.

Elected Officials: Article VII, Section 1

Several amendments to the Tennessee Constitution were approved in 1978; among them was an amendment restructuring the basic framework of county government. Article VII, Section 1, of the Tennessee Constitution now provides counties with the following constitutional officers: county executive, sheriff, trustee, register, county clerk, and assessor of property. This section also requires the election of a legislative body of not more than 25 members, with no more than three members to be elected from a single district. The General Assembly sets the qualifications and duties of these offices. However, a county with a consolidated form of government (merger of the county and at least one municipality) is not required to have a county executive or legislative body as are the other counties. The General Assembly has given the title "county mayor" to all county executives and "county commissioner" to all county legislative body members not in a county with a consolidated form of government. T.C.A. §§ 5-5-102(f) and 5-6-101.

Before the 1978 constitutional changes, county government had been difficult to divide into executive, legislative, and judicial branches. With the creation of the office of county executive and of the county legislative body, along with several judicial interpretations of the powers and duties of each, county government is now more nearly divided into three branches, even though the county executive must share executive powers with other constitutional officers. **The legislature is afforded wide latitude in determining the duties that may be assigned to the various constitutional officers.** *Metropolitan Government v. Poe*, 383 S.W.2d 265 (Tenn. 1964).

Hazard, Terry

From: Hazard, Terry
Sent: Friday, April 1, 2016 4:30 PM
To: 'phankins@greenetnso.org'
Cc: Austin, Stephen William; Brian Grisham <Brian.Grisham@tn.gov>
(Brian.Grisham@tn.gov)
Subject: School Resource Officers
Attachments: AG OP 13-074 - Funding of School Resource Officers.pdf; TN Standards.pdf

Sheriff Hankins,

Here is some information concerning School Resource Officers. All of my commits are written in blue. The other included items are from TCA and other CTAS documents. I am copying Stephen Austin, CTAS Legal Consultant and Brian Grisham, Director Tennessee Law Enforcement Training Academy – Executive Secretary of the POST Commission for their review in case I have stated anything that is not correct.



The State Law, POST Rules for Police Officers and the Tennessee State School Board Association Recommended Standards for the Eligibility, Qualifications and Training of School Resource Officers: Guidelines for Successful Partnerships between Schools Districts and Law Enforcement Agencies (attached), all make it very clear that SRO's must be POST Certified police officers and that they must work for a law enforcement agency, not a school system. Keep in mind that POST only certifies FULL TIME OFFICERS.

The school system does not hire deputy sheriffs. The sheriff hires the officer.

The school board transfers money to the county general fund to pay the officer's salary. (goes into the sheriff's budget – see attached AG opinion)

The sheriff and the school board must enter into an agreement (MOA). See TCA § 49-6-4202 (6).

The deputy (SRO) works for the sheriff, not the school board.

The deputy (SRO) is supervised by the sheriff, not the school board.

The deputy (SRO) is an employee of the sheriff's office, not the school board.

Tennessee Department of Education (see attached)

Recommended Standards for the Eligibility, Qualifications and Training of School Resource Officers:

Defining School Resource Officers

In the process of developing employment standards, it was noted that there were varying definitions for school resource officers across the state. For purposes of this document, **school resource officers are defined as uniformed, duly sworn, post-certified officers who are regularly assigned to a school setting. SROs are**

employed by local law enforcement agencies and act as liaisons between the police, the school and the community.

Goal 2: Select Qualified Candidates

Recommendation #1

School resource officers must be post-certified, sworn officers of a law enforcement agency within the jurisdiction that includes the school community being served.

Rationale: A school resource officer is first and foremost a law enforcement officer serving a jurisdiction that includes the school community. His or her specific "beat" is the school.

Recommendation #2

School resource officers should have at least 2 years experience as a police officer or the equivalent.

Rationale: Working in a non-traditional setting presents unique challenges. School resource officers need to have the expertise and experience of traditional police work to draw upon in performing their duties in a school setting. A seasoned officer is more likely to have developed the attributes needed to work in a school environment.

§ 49-6-4202. Definitions

As used in this part, unless the context otherwise requires:

- (1) "Dangerous weapon" or "weapon" means any dangerous instrument or substance that is capable of inflicting any injury on any person;
- (2) "Drug" means any controlled substance, controlled substance analogue, marijuana, alcohol, legend drug or any other substance the possession or use of which is regulated in any manner by any governmental authority, including the school system;
- (3) "Drug paraphernalia" means all equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a drug, as defined in subdivision (2). An electronic pager in the possession of a student shall be included in this definition if used or intended for use as defined by this subdivision (3);
- (4) "School" means all public schools that conduct classes in any grade from kindergarten through grade twelve (K-12);
- (5) "School principal" or "principal" means the administrative head of a public school, by whatever title the person may be known;
- (6) "**School resource officer**" means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a **memorandum of understanding** between the chief of the appropriate law enforcement agency and the LEA;

(7) "Student" means any person, regardless of age, enrolled in the public school; and

(8) "Visitor" means any person who is on school property, except for certificated personnel employed by the state or local board of education.

§ 49-6-4217. School resource officers; training

(a) Training courses for **school resource officers** shall be designed specifically for school policing and shall be administered by an entity or organization approved by the peace officers standards and training (POST) commission.

(b) **School resource officers** shall participate in forty (40) hours of basic training in school policing within twelve (12) months of assignment to a school. Every year thereafter they shall participate in a minimum of sixteen (16) hours of training specific to school policing that has been approved by the POST commission.

(c) Within thirty (30) days of the beginning of the school term, each LEA shall publish and deliver to the commissioner an annual report of the employment standards adopted by the LEA. The report shall include a description of the LEA's methods of enforcing the employment standards.

§ 49-6-4219. Electronic control devices

Any law enforcement agency providing a **school resource officer**, **school security officer** or other law enforcement officer providing security at a school shall have a policy regulating the use of electronic control devices, which policy shall address training in the proper use of such devices, as well as investigation, documentation and review of such use, to include final approval of any report documenting such use by the agency's chief executive officer or sheriff.

§ 49-6-805. School safety template; requirements

At a minimum, the template prepared by the state-level safety team shall include:

(1) The designation of an emergency response team;

(2) Policies and procedures for communication with law enforcement officials, parents and guardians in the event of emergencies and incidents of or threats of violence;

(3) Policies and procedures relating to school building security, including, where appropriate, the use of **school resource officers**, security devices or security procedures, and addressing, where appropriate, the use of the building by the public for events other than school activities and the impact the other use may have on building security;

(4) Procedures for assuring that crisis response and law enforcement officials have access to floor plans, blueprints, schematics or other maps of the school interior, school grounds and road maps of the immediate surrounding area;

(5) Procedures for coordination of the school safety plan with the resources available through the department of mental health and substance abuse services, the department of intellectual and developmental disabilities or a similar local agency to assure that the school has access to federal, state or local mental health resources in the event of a violent incident;

(6) Appropriate violence prevention and intervention strategies such as:

(A) Collaborative arrangements with state and local law enforcement officials, designed to ensure that **school resource officers** and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;

(B) Dissemination of informative materials regarding the early detection and identification of potentially threatening behaviors and violent acts to teachers, administrators, school personnel, parents or guardians and students;

(C) Nonviolent conflict resolution training programs;

(D) Peer mediation programs and youth courts;

(E) Extended day and other school safety programs; and

(F) Comprehensive school counseling and mental health programs;

(7) Policies and procedures for annual school safety training for all students, teachers, and other school personnel; and

(8) Policies and procedures for the safe evacuation of all students, teachers, other school personnel and visitors to the school in the event of a serious violent incident or other emergency.

§ 49-6-815. Possession of firearms on school grounds; persons allowed; notice

Funding of school resource officers

(e) Nothing in § 49-3-315 shall be construed to require an LEA or a law enforcement agency of the county to assign or provide funding for a school resource officer as defined in § 49-6-4202 to any city school system within that county on the basis of the WFTEADA as defined by § 49-3-302. The providing of security or school resource officers by a sheriff shall be considered a law enforcement function and not a school operation or maintenance purpose that requires the apportionment of funds pursuant to § 49-3-315.

Based on the above information and my understanding from our previous telephone conversations, other issues to address are the other State laws that are being inadvertently violated, if in fact the current personnel who are acting as SRO's are employees of the school system and not full time deputy sheriffs of Greene County; have never been certified by POST or as an SRO; are wearing any type of a Greene County deputy sheriff uniform; are wearing a hand gun while on school property; and are driving "marked" Greene County police vehicles that are equipped with emergency equipment:

1. Impersonating a police officer by wearing a deputy sheriff uniform

39-16-301. Criminal impersonation.

(a) A person commits criminal impersonation who, with intent to injure or defraud another person:

- (1)** Assumes a false identity;
- (2)** Pretends to be a representative of some person or organization;
- (3)** Pretends to be an officer or employee of the government; or
- (4)** Pretends to have a disability.

(b) A person commits criminal impersonation who pretends to be a law enforcement officer for the purpose of:

- (1)** Engaging in an activity that is ordinarily and customarily an activity established by law as a law enforcement activity; and
- (2)** Causing another to believe that the person is a law enforcement officer.

(c) (1) Criminal impersonation under subsection (a) is a Class B misdemeanor. However, if the criminal impersonation was committed to falsely obtain a driver license or photo identification license, the maximum fine of five hundred dollars (\$500) shall be imposed. If any person commits the offense of criminal impersonation under subsection (a) while pretending to be a firefighter, medical fire responder, paramedic, emergency medical technician or any other first responder and while operating a motor vehicle pursuant to § 55-9-201(d), § 55-9-402(g) or § 55-9-414(f), then the offense is a Class A misdemeanor.

(2) Criminal impersonation under subsection (b) is a Class A misdemeanor. However, if any person commits criminal impersonation of a law enforcement officer under subsection (b) while operating a motor vehicle pursuant to § 55-9-201(d), § 55-9-402(g) or § 55-9-414(f), then the maximum fine for the offense shall be five thousand dollars (\$5,000).

2. Carrying a weapon on school property

39-17-1309. Carrying weapons on school property.

(a) As used in this section, "weapon of like kind" includes razors and razor blades, except those used solely for personal shaving, and any sharp pointed or edged instrument, except unaltered nail files and clips and tools used solely for preparation of food, instruction and maintenance.

(b) (1) It is an offense for any person to possess or carry, whether openly or concealed, with the intent to go armed, any firearm, explosive, explosive weapon, bowie knife, hawk bill knife, ice pick, dagger, slingshot, leaded cane, switchblade knife, blackjack, knuckles or any other weapon of like kind, not used solely for instructional or school-sanctioned ceremonial purposes, in any public or private school building or bus, on any public or private school campus, grounds, recreation area, athletic field or any other property owned, operated, or while in use by any board of education, school, college or university board of trustees, regents or directors for the administration of any public or private educational institution.

(2) A violation of this subsection (b) is a Class E felony.

(c) (1) (A) It is an offense for any person to possess or carry, whether openly or concealed, any firearm, not used solely for instructional or school-sanctioned ceremonial purposes, in any public or private school building or bus, on any public or private school campus, grounds, recreation area, athletic field or any other property owned, operated, or while in use by any board of education, school, college or university board of trustees, regents or directors for the administration of any public or private educational institution.

(B) It is not an offense under this subsection (c) for a nonstudent adult to possess a firearm, if the firearm is contained within a private vehicle operated by the adult and is not handled by the adult, or by any other person acting with the expressed or implied consent of the adult, while the vehicle is on school property.

(2) A violation of this subsection (c) is a Class B misdemeanor.

(d) (1) Each chief administrator of a public or private school shall display in prominent locations about the school a sign, at least six inches (6") high and fourteen inches (14") wide, stating:

FELONY. STATE LAW PRESCRIBES A MAXIMUM PENALTY OF SIX (6) YEARS IMPRISONMENT AND A FINE NOT TO EXCEED THREE THOUSAND DOLLARS (\$3,000) FOR CARRYING WEAPONS ON SCHOOL PROPERTY.

(2) As used in this subsection (d), "prominent locations about a school" includes, but is not limited to, sports arenas, gymnasiums, stadiums and cafeterias.

(e) Subsections (b) and (c) do not apply to the following persons:

(1) Persons employed in the army, air force, navy, coast guard or marine service of the United States or any member of the Tennessee national guard when in discharge of their official duties and acting under orders requiring them to carry arms or weapons;

(2) Civil officers of the United States in the discharge of their official duties;

(3) Officers and soldiers of the militia and the national guard when called into actual service;

(4) Officers of the state, or of any county, city or town, charged with the enforcement of the laws of the state, when in the discharge of their official duties;

(5) Any pupils who are members of the reserve officers training corps or pupils enrolled in a course of instruction or members of a club or team, and who are required to carry arms or weapons in the discharge of their official class or team duties;

(6) Any private police employed by the administration or board of trustees of any public or private institution of higher education in the discharge of their duties;

(7) Any registered security guard/officer who meets the requirements of title 62, chapter 35, and who is discharging the officer's official duties; and

(8) (A) Persons possessing a handgun, who are authorized to carry the handgun pursuant to § 39-17-1351, while within or on a public park, natural area, historic park, nature trail, campground, forest, greenway, waterway, or other similar public place;

(B) Subdivision (e)(8)(A) shall not apply if the permit holder:

(i) Possessed a handgun on property described in subdivision (e)(8)(A) that is owned or operated by a board of education, school, college, or university board of trustees, regents, or directors unless the permit holder's possession is otherwise excepted by this subsection (e); or

(ii) Possessed a handgun in the immediate vicinity of property that was, at the time of possession, in use by any board of education, school, college or university board of trustees, regents, or directors for the administration of any public or private educational institution for the purpose of conducting an athletic event or other school-related activity on an athletic field, permanent or temporary, including but not limited to, a football or soccer field, tennis court, basketball court, track, running trail, Frisbee field, or any similar multi-use field; and

(iii) Knew or should have known that:

(a) An athletic event or school-related activity described in subdivision (e)(8)(B)(ii) was taking place on the property at the time of the possession; or

(b) The property on which the possession occurred was owned or operated by a school entity described in subdivision (e)(8)(B)(ii); or

(iv) Failed to take reasonable steps to leave the area of the athletic field or school-related activity or the property after being informed or becoming aware of:

(a) Its use for athletic or school-related purposes; or

(b) That it was, at the time of the possession, owned or operated by a school entity described in (e)(8)(B)(ii).

3. Operating a vehicle with blue lights and siren (emergency equipment)

55-9-414. Blue flashing emergency lights on motor vehicles unlawful -- Exception -- Penalty.

(a) (1) Except as provided in subsections (b)-(f), it is an offense for anyone to install, maintain or exhibit blue flashing emergency lights or blue flashing emergency lights in combination with red flashing emergency lights, except full-time, salaried, uniformed law enforcement officers of the state, county, or city and municipal governments of the state, and commissioned members of the Tennessee bureau of investigation when their official duties so require as defined by §§ 38-8-106 and 38-8-107.

(2) A violation of subdivision (a)(1) is a Class C misdemeanor.

(b) (1) The prohibition in subsection (a) does not apply to the motor vehicles of constables who are wearing law enforcement uniforms designated by the governing body of the county in which they serve in those counties in which the constables retain law enforcement powers and duties under §§ 8-10-108, 39-17-505, 40-6-210, 55-8-152, 57-5-202 and 57-9-101.

(2) Subdivision (b)(1) shall apply only to those counties having a population of: [Click here to view image.](#)

according to the 1970 federal census or any subsequent federal census.

(c) The prohibition of subsection (a) does not apply to official motor vehicles of the sheriff's department being operated by reserve or auxiliary deputy sheriffs duly authorized by the sheriff and appointed pursuant to title 8, chapter 20. These reserve or auxiliary officers operating departmental vehicles shall be in uniform and carry appropriate identification issued by the sheriff.

(d) The prohibition of subsection (a) does not apply to motor vehicles of specially commissioned police officers employed pursuant to § 49-7-118(f) when operating either within five (5) miles of any property owned or operated by the colleges or universities referenced therein, or as may be directed by the chief law enforcement officer of the applicable county.

(e) The prohibition of subsection (a) does not apply to official motor vehicles of a municipal police department being operated by reserve or auxiliary police officers duly authorized by the police chief and qualified pursuant to title 38, chapter 8. The reserve or auxiliary officers operating departmental vehicles shall be in uniform and carry appropriate identification issued by the police chief.

(f) (1) The prohibition in subsection (a) does not apply to any privately-owned motor vehicle that is primarily operated for business purposes by any salesperson, service representative, employee, lessee, or

duly authorized agent of an emergency equipment company; provided, that the vehicle is marked with the lettering required by § 55-9-402(g)(3). Any person operating a motor vehicle pursuant to this subsection (f) shall comply with the requirements of § 55-9-402(g)(2).

(2) Nothing in this subsection (f) imposes any duty or obligation on a manufacturer of motor vehicles used by or sold to emergency equipment companies to install, maintain or exhibit the lighting system allowed in this subsection (f) at the time of manufacture or sale.

(3) Nothing in this subsection (f) shall be construed to permit the operator of an emergency equipment company vehicle from operating any lighting equipment authorized by subsection (a) while the vehicle is on a public road, whether in motion or stationary.

(4) As used in this section, the terms "emergency equipment company" or "company" have the same meaning as defined in § 55-9-402.

I hope this information is helpful to you in addressing the SRO issues in Greene County. Please do not hesitate to contact me if you have any questions.

**Terry Hazard
Sheriff Management Consultant
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County Technical Assistance Service
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The mission of the County Technical Assistance Service is to promote better county government through direct assistance to county officials and their associations.

Tenn. Code Ann. § 38-8-120

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*** Current through the 2016 Session ***

Title 38 Prevention And Detection Of Crime
Chapter 8 Employment and Training of Police Officers
Part 1 General Provisions

Tenn. Code Ann. § 38-8-120 (2016)

38-8-120. School policing.

A memorandum of understanding may be entered into between a chief of a law enforcement agency and a local education agency to provide school policing.

HISTORY: Acts 2007, ch. 341, § 3.



Tennessee Department of Education

Division of Resources and Support Services

Office of School Safety and Learning Support

Recommended Standards for the Eligibility, Qualifications and Training of School Resource Officers:

*Guidelines for Successful Partnerships between Schools Districts and Law
Enforcement Agencies*

March 15, 2007

Background

T.C.A. 49-6-42 provides that the Commissioner of Education working with the Commissioner of Safety recommend "employment standards for the eligibility, qualifications and training requirements for school resource officers." Attached you will find employment standards for school resource officers. You will also find guidelines for effective partnerships between local education and law enforcement agencies. Both agencies have a long history of partnering together for the safety of students. Strong relationships strengthened the ability of both agencies to prepare for and respond to criminal and/or threatening incidents that occur in school settings. Well developed school resource officer programs provide the crucial link between school districts and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Defining School Resource Officers

In the process of developing employment standards, it was noted that there were varying definitions for school resource officers across the state. ~~For purposes of this document, school resource officers are defined as uniformed, duly sworn, post-certified officers who are regularly assigned to a school setting. SROs are employed by local law enforcement agencies and act as liaisons between the police, the school and the community.~~

Acknowledgements

Numerous agencies, resources, field experts and practitioners were consulted and/or participated in developing the following recommendations. Acknowledgements are appropriate for the following agencies that provided leadership in this project:

The Center for the Prevention of School Violence
Governor's Office of Homeland Security
Haywood County Sheriff's Department
Kentucky Center for School Safety
Maury County Schools
Maury County Sheriff's Department
Montgomery County Sheriff's Department
National Association of School Resource Officers
North Carolina Justice Academy
Office of the Attorney General of Florida
Rutherford County Sheriff's Department
Tennessee Association of Chiefs of Police
Tennessee Association of School Resource Officers
Tennessee Department of Education
Tennessee Department of Safety
Tennessee Highway Patrol (Dare Unit)
Tennessee School Boards Association
Tennessee Sheriff's Association
United States Department of Justice (COPS)
University of Tennessee County Technical Assistance Service
Virginia Department of Criminal Justice Services

Goal 1: Establish Roles and Responsibilities that Support the Mutual Goals and Objectives of the School Resource Officer Program

Recommendation #1

- ***The Director of Schools and the Sheriff and/or Chief of Police should work together to define the goals of the program, the role of the school resource officer and the general framework under which the program will operate.***

Rationale: It is important that all parties have a clear understanding of the program goals. SRO programs vary in the extent to which officers are engaged in educational or mentoring activities. For example, many school resource officer programs use the triad plus one model to define the role of the SRO to include that of a teacher and counselor as well as law enforcement officer.

As a rule, school officials are responsible for all disciplinary matters, while the school resource officer will be responsible for responding to all criminal acts committed at the school. Determining what role each agent plays will prevent confusion and support the development of strong partnerships.

Recommendation #2

- ***Although school resource officers are employed, supervised and assigned by local law enforcement agencies, school administrators should be involved in the selection process. School personnel should have input in the decision to assign and retain a school resource officer.***

Rationale: Since a close working relationship is vital to the success of the school resource officer program, it is important that school administrators have confidence in the person selected for the position. Although school resource officers are hired by the local police department, the school district should have input in assigning SROs to a school building. School resource officers must also understand and respect the role that the principal plays as the building supervisor and physical plant manager.

Recommendation #3

- ***A written contract or Memorandum of Understanding (MOU) should be developed to ensure that both the law enforcement agency and the school district understand the duties and responsibilities of each.***

Rationale: Successful partnerships require that all parties are involved in the planning process and have a clearly-defined role. A Memorandum of Understanding (MOU) or other written agreement helps clarify expectations and avoid operational problems. (Examples of Memorandums of Understanding can be found under additional web resources)

Recommendation #4

- ***Any funding for SROs provided to a law enforcement agency by the local board of education should be accomplished via an inter-local agreement.***

Rationale: Under the provisions of Tennessee Code Annotated (5-1-113), "The county legislative body of any county and the chief legislative body of any one (1) or more municipalities lying within the boundaries of the county are authorized and empowered to enter into any such agreements, compacts or contractual relations as may be desirable or necessary for the purpose of permitting the county and the municipality or municipalities to conduct, operate or maintain, either jointly or otherwise, desirable and necessary services or functions."

The Department's Office of Internal Audit recommends that if funds are going to be transferred between agencies that the following items be considered when creating an inter-local agreement:

- A description of each type of service to be provided
- A description of the location(s) the service will be provided
- A description of the unit to be used to measure or quantify each type of service for billing purposes
- The amount that will be billed per unit of service
- The supporting documentation, such as time sheets and other records, that should be prepared, submitted, and filed to support the costs of the program
- A description of the billing cycle
- The time period for which funding will be provided
- The maximum dollar amount that will be paid for the time period of the inter-local agreement
- If applicable, a description of how ancillary costs, such as travel, supplies, etc., are to be documented and billed

Goal 2: Select Qualified Candidates

Recommendation #1

- School resource officers must be post-certified, sworn officers of a law enforcement agency within the jurisdiction that includes the school community being served.***

Rationale: A school resource officer is first and foremost a law enforcement officer serving a jurisdiction that includes the school community. His or her specific "beat" is the school.

Recommendation #2

- School resource officers should have at least 2 years experience as a police officer or the equivalent.***

Rationale: Working in a non-traditional setting presents unique challenges. School resource officers need to have the expertise and experience of traditional police work to draw upon in performing their duties in a school setting. A seasoned officer is more likely to have developed the attributes needed to work in a school environment.

Recommendation #3

- Not only should school resource officers be selected based on specific qualifications, but also a genuine desire to work with youth.***

Rationale: Due to the nature of the position, school resource officers spend the majority of their time interacting with youth. Officers that have a sincere desire to work with students are promising candidates for the position. The ability of a school resource officer to connect with students and provide positive and enriching relationships is a very important trait and will have a positive effect on the school's overall climate.

Goal 3: Coordinate Ongoing Partnerships and Trainings for School Resource Officers and School Officials

Recommendation #1

- ***School resource officers should receive 40 hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, or other appropriate and recognized entities.***

Rationale: The role of a school resource officer is significantly different than that of a traditional patrol officer. The position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for school resource officers to receive specialized training that will prepare them to work in a school setting.

Recommendation #2

- ***After the initial training, school resource officers should attend 16 hours per year of training specific to their school resource officer duties.***

Rationale: To ensure that school resource officers remain up-to-date with school related issues, trends, and best practices, it is important that ongoing training take place. This will provide the officer with the knowledge and ongoing professional development necessary to effectively do his or her job.

Recommendation #3

- ***School resource officers and school personnel should collaborate in planning and training for emergencies and school safety. Furthermore, both should take an active role in training school personnel regarding emergency management issues.***

Rationale: School resource officers should work closely with school officials in the development and implementation of school safety plans. These plans should include and engage other first responders in the community.

Recommendation #4

- ***Within the bounds of the Family Educational Rights and Privacy Act (FERPA), the school district and the law enforcement agency should participate in an open exchange of information and resources to better serve the community and students.***

Rationale: To best serve both the school district and the law enforcement agency, it is important that lasting, long-term collaborations take place. In addition to the previously cited MOU, it may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

Additional Web Resources

- National Association of School Resource Officers
www.nasro.org Office of Community Oriented Policing Services
www.cops.usdoj.gov
- Tennessee School Resource Officers Association, Inc.
www.tnsro.com
- Kentucky Center for School Safety
www.kycss.org/law/sro/
- The Center for Prevention of School Violence
www.ncdijdp.org/cpsv/sro.htm (*Sample MOU*)
- North Carolina Justice Academy
www.jus.state.nc.us/NCJA/w-hs-srocert.htm
- Comparison of Program Activities and Lessons Learned among 19 School Resource Officer (SRO) Programs
www.ncdijdp.org/cpsv/Acrobatfiles/SRO_Natl_Survey.pdf
- The Virginia School Resource Officer Guide
www.dcjs.virginia.gov/forms/cple/sroguide.pdf (*Sample MOU*)
- Office of the Attorney General of Florida
www.myfloridalegal.com/pages.nsf/4492d797dc0bd92f85256cb80055fb97/25249121322a8d7a85256cca00575d2b!OpenDocument
- Tennessee School Safety Center
<http://www.tennessee.gov/education/learningsupport/index.html>
- Rutherford County Sheriff's Department
<http://www.rutherfordcounty.org/so/sro.htm>
- Maury County Sheriff's Department
www.maurycounty-tn.gov/sheriff/SRO.htm

**RULES
OF
THE TENNESSEE PEACE OFFICER STANDARDS
AND TRAINING COMMISSION**

**CHAPTER 1110-01
DEFINITIONS**

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1110-01-.01 Definitions

1110-01-.01 DEFINITIONS.

- (1) **Law Enforcement Officer is defined as either,**
- (a) **Full-time Law Enforcement Officer is defined as any person commissioned, sworn, appointed, and/or otherwise lawfully enjoined to uphold the laws of the State of Tennessee, and/or laws or ordinances of any municipality or political subdivision of the State of Tennessee, and who is employed by any municipality or political subdivision of the State of Tennessee or as a railroad police officer pursuant to § 65-6-133 and whose primary responsibility is (whether directly or as an experienced, supervising, or otherwise) the prevention and detection of crime, apprehension of offenders, and specifically assigned duties and/or job description which said primary responsibility is for the prevention and detection of crime;**
 - (b) **Part-time/Temporary/Reserve/Auxiliary Law Enforcement Officer is defined as any person employed by any municipality or any political subdivision of the State of Tennessee whose primary responsibility is to support the full-time police officer in the prevention and detection of crime, apprehension of offenders, assisting in the prosecution of the offenders for appropriate remuneration in measure with specifically assigned duties and/or job description. Part-time officers will work no more than twenty (20) hours per week or a total of no more than one hundred (100) hours per month for any agency or combination of agency. Any law enforcement officer who works in excess of the maximum hours as specified herein will be reclassified to a full-time status and must meet all requirements for standards/training as mandated under the law and Peace Officer Standards and Training Commission rules.**

Provided however, in any situation where an officer is temporarily assigned for a period of one (1) month or less, to work more than twenty (20) hours per week or a total of more than one hundred (100) hours per month, such officer shall not be reclassified to a full-time status.
- (2) **Commission.** The Tennessee Peace Officer Standards and Training Commission, or employees acting on its behalf.
- (3) **Sub-committee.** A committee appointed by the Chairman of the Commission given the authority to act on matters pertaining to substitutions of basic and in-service training, in-service and basic curriculums, training officers, police pay supplement, and any other matters directed by the Commission.
- (4) **Certification.** A written statement issued by the Commission testifying to the accreditation of an approved school, instructor, or trainee.

(Rule 1110-01-.01, continued)

- (5) Curriculum. A program of study that will achieve the minimum standards requirements promulgated by the Commission.
- (6) Basic Law Enforcement Course is the minimum course of study and instruction required for certification of a law enforcement officer.
- (7) Advanced Course is a course of study of instruction resulting in the development of a high degree of proficiency and expertise in a particular area of professional endeavor recognized by the Commission.
- (8) Specialized Course is a course of study or instruction related to a specific law enforcement task.
- (9) In-service Course is a course of study or instruction designed to review and update an officer in law enforcement tasks commensurate with his present rank and responsibility.
- (10) An instructor is any person employed or selected to present a course of study or instruction.
- (11) A certified instructor is any instructor certified in accordance with these rules.
- (12) Approved School is any law enforcement training unit, academy, university or college, technical or trade school, or similar school recognized by the Commission.
- (13) Training Officer. Any certified law enforcement officer who meets the requirements of the Commission and who may develop, organize, implement, or supervise any course of study or instruction.
- (14) General Departmental Instructor. The training officer who is certified and designated as a General Departmental Instructor pursuant to POST Rule 1110-03-.04(3) and 1110-04-.03.
- (15) Special Deputy is defined within this section as any person who is assigned specific law enforcement functions as to the prevention and detection of crime and general laws of the state on a volunteer basis. Full-time certified law enforcement officers may serve as special deputies. Any law enforcement officer working on a volunteer basis shall receive no pay or benefits except for honorariums and may be utilized for an unlimited number of hours. Nothing in the rule will prevent a sheriff from providing a special deputy commission to someone who is a full time certified law enforcement officer.
- (16) Department (Law Enforcement Agency) is defined as any municipal, county, airport, or public safety agency employing law enforcement officers required to be certified under the minimum standards as outlined by the Tennessee Peace Officers Standards and Training.
- (17) Grandfather/Grandfathered is defined as any officer who was hired prior to July 1, 1970, and was certified as grandfathered. Such officers are eligible for salary supplement. Upon separation as a law enforcement officer, grandfather status is lost, except as provided by POST Rule 1110-02-.03(6)(c).
- (18) Exempt/Exempted is defined as any officer who was employed after July 1, 1970, but prior to July 1, 1982. These officers are not required to be certified and not entitled to salary supplement unless they meet preemployment requirements and either attend basic police training or substitute ten (10) years of experience and successfully attend the POST's three week transition school. See POST rule 1110-02-.03(6)(d).
- (19) Waiver of Rule is defined as "an exception" to rule granted by the POST Commission which meets the established criteria as set forth in Chapter 9 of POST rules.

(Rule 1110-01-.01, continued)

- (20) Break in Service is defined as, (1) any break in "full-time law enforcement employment", including the mere changing of employers for uncertified officers. (Uncertified officers must obtain certification in order to be reemployed), and (2) any break in "full-time law enforcement service" for certified officers.
- (21) Paired with is defined as in the presence of a field training officer or other full time certified supervisory officer.
- (22) High School Diploma is a diploma issued to one meeting the curriculum, testing and attendance requirements at the time of graduation from high school. This does not include a transition certificate or individualized education program certificate.
- (23) "Equivalent of a High School Diploma" is a General Education Development (GED) diploma.

Authority: T.C.A. §§38-8-101 and 38-8-104. **Administrative History:** Original rule filed December 20, 1982; effective January 19, 1983. Amendment filed January 6, 1989; effective May 1, 1989. Amendment filed November 13, 1989; effective February 28, 1990. Amendment filed August 4, 1992; effective November 29, 1992. Amendment filed October 25, 1993; effective March 1, 1994. Amendment filed October 2, 2006; effective February 28, 2007. Amendment filed March 18, 2010; effective June 16, 2010. Amendment filed March 11, 2011; effective June 9, 2011.

**RULES
OF
THE TENNESSEE PEACE OFFICER STANDARDS
AND TRAINING COMMISSION**

**CHAPTER 1110-08
PART-TIME/TEMPORARY/AUXILIARY LAW ENFORCEMENT OFFICERS**

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1110-08-.01	Definitions	1110-08-.04	In-Service Training Requirements
1110-08-.02	Preemployment Requirements	1110-08-.05	Records Kept by Employing Agency
1110-08-.03	Training Requirements	1110-08-.06	Audit

1110-08-.01 DEFINITIONS.

- (1) **Part-time/Temporary/Reserve/Auxiliary Law Enforcement Officer** is defined as any person employed by any municipality or any political subdivision of the state of Tennessee whose primary assignment is to perform law enforcement duties in the prevention and detection of crime and apprehension of offenders working in the possession of offenders for a period of time in measure with specifically assigned duties and/or job description. Part-time law enforcement officers will work no more than twenty (20) hours per week or a total of no more than one hundred hours per month.

Provided however, in any situation where an officer is temporarily assigned for a period of one (1) month or less, to work more than twenty (20) hours per week or a total of more than one hundred (100) hours per month, such officer shall not be reclassified to a full-time status.

- (2) **Special Deputy** is defined within this section as any person who is assigned specific law enforcement functions as to the prevention and detection of crime and general laws of this state on a volunteer basis, whether working alone or with other law enforcement officers. Any law enforcement officer working on a volunteer basis shall receive no pay or benefits except for honorariums and may be utilized for an unlimited number of hours.

Authority: T.C.A. § 38-8-101. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989. Amendment filed April 19, 2002; effective August 28, 2002.

1110-08-.02 PRE-EMPLOYMENT REQUIREMENTS.

- (1) After January 1, 1989, any person employed/utilized as part-time/temporary/reserve/auxiliary law enforcement officer or as a special deputy shall:
- (a) Be at least eighteen (18) years of age;
 - (b) Be a citizen of the United States;
 - (c) Be a high school graduate or possess equivalence. No waivers will be granted for minimum education requirements;
 - (d) Not have been convicted of or pleaded guilty to or entered a plea of nolo contendere to any felony charge or to any violation of any federal or state laws or city ordinances relating to force, violence, theft, dishonesty, gambling, liquor or controlled substances;

(Rule 1110-08-.02, continued)

1. The commission may consider a waiver from pre-employment requirements for a person who has been convicted of, or entered a plea of nolo contendere to any violation of any federal or state laws or city ordinances (excluding felony charges) relating to force, violence, theft, dishonesty, gambling, liquor (including driving while intoxicated), or controlled substances when the offense was classed as a misdemeanor.
 2. No waiver shall be granted while officer is under the jurisdiction of the court or considered on probation, whether supervised or unsupervised, and in the case of "driving while intoxicated" the officer shall have met all the requirements of the Tennessee Department of Safety and have been restored his/her permanent driving privileges under the laws of the State of Tennessee.
 3. A person who has had misdemeanor charges expunged may be considered for certification. It is the responsibility of the officer and employing agency to present information and court documents relating to expungement to the Commission.
 4. No waiver will be granted for felony convictions or a narcotics violation that could result in a felony charge.
 5. The agency must present a written request for waiver for these charges and provide a copy of the final court disposition of the case.
- (e) Not have been released or discharged under any other than honorable discharge from any of the armed forces of the United States;
- (f) Have his fingerprints on file with the Tennessee Bureau of Investigation;
- (g) Have passed a physical examination by a licensed physician;
- (h) Have good moral character as determined by a thorough investigation conducted by the employing agency; and
- (i) Have been certified by a Tennessee Licensed Health Care Provider qualified in the psychiatric or psychological fields as being free from any impairment, as set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association at the time of the examination, that would, in the professional judgment of the examiner, affect the person's ability to perform an essential function of the job, with or without a reasonable accommodation. If applicable, refer to Tenn. Comp. R. & Regs. 1110-09 Criteria for Waivers.
- (2) Part-time/temporary/reserve/auxiliary law enforcement officers and special deputies who were employed prior to January 1, 1989 and have had continuous service are exempt from pre-employment requirements as long as they remain on active service with the department by which they are originally employed. Any part-time/temporary/reserve/auxiliary law enforcement officer or special deputy who has a break in service of any length whatsoever will be required to meet pre-employment and training standards.

Authority: T.C.A. §§ 38-8-101 and 38-8-106. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989. Amendment filed April 19, 2002; effective August 28, 2002. Amendment filed October 2, 2006; effective February 28, 2007. Emergency rule filed January 28, 2014; effective through July 27, 2014. Emergency rule expired effective July 27, 2014; rule reverted to previous status. Amendment filed July 24, 2014; effective October 22, 2014.

1110-08-03 ~~TRAINING REQUIREMENTS. Every person~~ **TRAINING REQUIREMENTS.** Every person employed as a part-time/temporary/reserve/auxiliary law enforcement officer or special agent shall receive eight (8) hours of training in whatever duties they are required to perform by the employing agency. This training shall be accomplished during the first calendar year of employment. During this initial period, prior to receiving eighty (80) hours of training, the part-time/temporary/reserve/auxiliary law enforcement officer must be paired with a field training officer or other certified officer. Any part-time/temporary/reserve/auxiliary law enforcement officer who is hired within five years of having served as a full-time, certified law enforcement officer will continue to be exempt from the requirement that he/she be paired with a full-time, certified officer as long as he/she completes in-service training each year and has no break in service.

Authority: T.C.A. § 38-8-104. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989. Amendment filed April 19, 2002; effective August 28, 2002. Amendment filed October 2, 2006; effective December 16, 2006.

1110-08-04 ~~IN-SERVICE TRAINING REQUIREMENTS. After the initial training has been completed,~~ **IN-SERVICE TRAINING REQUIREMENTS.** After the initial training has been completed, all part-time/temporary/reserve/auxiliary law enforcement officers and special agents will be required to attend eight (8) hours of in-service training each calendar year. This training may be spread over a twelve (12) month period; however, it must be completed during the calendar year.

Authority: T.C.A. § 38-8-104. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989. Amendment filed April 19, 2002; effective August 28, 2002.

1110-08-05 RECORDS KEPT BY EMPLOYING AGENCY. All records pertaining to preemployment must be kept by the employing agency. The following data and information should be on file at the law enforcement agency:

- (1) Birth verification.
- (2) Proof of citizenship.
- (3) Copy of high school diploma or GED certificate.
- (4) Background investigation report.
- (5) Application for certification.
- (6) Confidential Psychological Evaluation report.
- (7) Physical Examination.
- (8) Copies of all Military DD-214s, DD215s, DD-875s (if applicable).

All records pertaining to initial training and subsequent in-service training must be kept by the employing agency. This information should include (but not be limited to):

- (a) Dates and location of training.
- (b) Type of training and instructors.
- (c) Test and firearm scores.

Authority: T.C.A. § 38-8-104. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989.

1110-08-06 AUDIT. All employment and training records must be on file at the law enforcement agency and available for inspection and audit by any member of the Commission or designated representative.

Authority: T.C.A. § 38-8-104. **Administrative History:** Original rule filed January 6, 1989; effective May 1, 1989.

APPROVAL OF PRIOR MINUTES

A motion was made by Commissioner Quillen and seconded by Commissioner Clemmer to approve the prior minutes.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken to approve the prior minutes. Commissioners Burkey, Carpenter, Clemmer, Cobble, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes to approve the prior minutes. Commissioner Collins abstained. The vote was 20 – aye; 0 – nay; and 1 – abstain. Mayor Crum stated that the minutes were approved.

REPORTS

A motion was made by Commissioner Waddell and seconded by Commissioner Peters to approve the Reports from Solid Waste Department and the Committee Minutes.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; 0 – nay; and 0 – absent. The motion to approve the Reports from Solid Waste Department and the Committee Minutes were approved.

2016 GREENE COUNTY SOLID WASTE ANNUAL REPORT

MONTH	TONS	LOADS	MILES	MAN HRS	SUPV HRS
JANUARY	1218.36	228	16,927.00	1503	336
FEBRUARY	1484.23	277	18,064.00	1402	336
MARCH	1655.93	303	19,719.00	1431.75	368
1ST QUARTER	4358.52	808	54710	4336.75	1040
APRIL	1502.63	292	18,377.00	1501	352
MAY	1660.62	288	19,187.00	1373.75	368
JUNE	1557.82	288	19,429.00	1364.5	352
2ND QUARTER	4721.07	868	56993	4239.25	1072
JULY	1543.77	278	17,823	1332	336
AUGUST					
SEPTEMBER					
3RD QUARTER	1543.77	278	17823	1332	336
OCTOBER					
NOVEMBER					
DECEMBER					
4TH QUARTER	0	0	0	0	0
ANNUAL TOTALS	10623.36	1954	129526	9908	2448

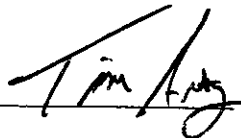
RESPECTFULLY SUBMITTED



GREENE CO. SOLID WASTE RECYCLING REVENUES

	F/Y 01-02	F/Y 02-03	F/Y 03-04	F/Y 04-05	F/Y 05-06	F/Y 06-07	F/Y 07-08	F/Y 08-09	F/Y 09-10	F/Y 10-11
JULY	\$ 1,246.25	\$ 2,955.08	\$ 2,923.55	\$ 4,336.85	\$ 4,812.00	\$ 6,774.20	\$ 9,559.69	\$ 13,948.80	\$ 12,514.58	\$ 12,514.26
AUG	\$ 3,057.73	\$ 2,003.13	\$ 2,527.18	\$ 5,537.34	\$ 5,794.02	\$ 7,397.81	\$ 8,799.31	\$ 11,237.30	\$ 12,624.08	\$ 13,165.92
SEPT	\$ 1,859.98	\$ 1,939.68	\$ 3,560.36	\$ 5,062.22	\$ 5,541.67	\$ 6,803.98	\$ 7,827.01	\$ 10,910.40	\$ 11,639.48	\$ 11,207.06
OCT.	\$ 1,459.79	\$ 2,420.25	\$ 4,064.38	\$ 4,602.77	\$ 5,787.17	\$ 6,596.01	\$ 9,719.87	\$ 7,399.69	\$ 9,063.30	\$ 13,173.71
NOV.	\$ 2,019.03	\$ 1,610.80	\$ 3,082.45	\$ 5,150.10	\$ 6,408.59	\$ 5,760.62	\$ 8,216.19	\$ 2,800.05	\$ 8,750.00	\$ 10,869.24
DEC.	\$ 1,144.13	\$ 2,423.61	\$ 2,005.00	\$ 3,726.92	\$ 4,544.30	\$ 5,991.52	\$ 7,608.16	\$ 5,448.30	\$ 10,455.61	\$ 9,751.54
JAN.	\$ 1,177.37	\$ 1,835.89	\$ 1,725.80	\$ 4,980.72	\$ 4,889.02	\$ 6,065.85	\$ 9,087.82	\$ 3,974.63	\$ 8,696.00	\$ 8,356.65
FEB.	\$ 1,442.86	\$ 1,937.22	\$ 1,904.65	\$ 3,348.52	\$ 3,960.95	\$ 4,499.88	\$ 8,899.37	\$ 4,587.26	\$ 7,308.92	\$ 10,058.92
MAR	\$ 1,347.13	\$ 3,340.53	\$ 5,321.99	\$ 5,749.72	\$ 8,560.03	\$ 10,192.12	\$ 10,722.34	\$ 9,294.10	\$ 17,295.24	\$ 17,072.40
APR.	\$ 2,779.19	\$ 3,070.30	\$ 5,482.85	\$ 6,351.42	\$ 7,268.54	\$ 9,046.65	\$ 14,808.55	\$ 7,433.05	\$ 15,866.88	\$ 13,733.70
MAY	\$ 2,467.74	\$ 2,747.05	\$ 3,314.05	\$ 5,130.77	\$ 7,353.42	\$ 9,425.86	\$ 12,482.60	\$ 8,700.12	\$ 12,852.98	\$ 17,257.47
JUN.	\$ 2,037.06	\$ 2,823.70	\$ 3,725.25	\$ 5,291.34	\$ 8,803.17	\$ 9,596.54	\$ 13,354.38	\$ 14,578.72	\$ 13,999.58	\$ 21,288.89
TOTALS	\$ 22,038.26	\$ 29,107.24	\$ 39,637.51	\$ 59,268.69	\$ 73,722.88	\$ 88,151.04	\$ 121,085.29	\$ 100,312.42	\$ 141,066.65	\$ 158,449.76
+ or -		\$ 7,068.98	\$ 10,530.27	\$ 19,631.18	\$ 14,454.19	\$ 14,428.16	\$ 32,934.25	\$ (20,772.87)	\$ 40,754.23	\$ 17,383.11
	F/Y 11-12	F/Y 12-13	F/Y 13-14	F/Y 14-15	F/Y 15-16	F/Y 16-17	F/Y 17-18			
JULY	\$14,053.22	\$12,918.52	\$ 12,594.88	\$ 12,985.95	\$ 12,122.40					
AUG.	\$17,047.10	\$11,200.00	\$ 13,480.47	\$ 12,717.90	\$ 8,539.30					
SEPT.	\$13,384.30	\$9,697.74	\$ 8,967.55	\$ 10,358.66	\$ 7,913.55					
OCT.	\$14,994.80	\$8,293.05	\$ 11,604.96	\$ 8,481.24	\$ 6,486.84					
NOV.	\$12,799.45	\$9,946.43	\$ 8,875.43	\$ 6,280.25	\$ 7,857.00					
DEC.	\$12,539.80	\$7,430.86	\$ 7,265.10	\$ 6,547.96	\$ 4,911.52					
JAN.	\$10,615.38	\$8,292.15	\$ 5,679.60	\$ 4,684.04	\$ 4,073.94					
FEB,	\$8,951.61	\$5,814.54	\$ 3,834.35	\$ 2,820.56	\$ 4,787.45					
MAR.	\$14,741.05	\$8,714.98	\$ 11,318.40	\$ 4,945.30	\$ 8,823.57					
APR.	\$14,047.37	\$11,873.97	\$ 12,070.81	\$ 7,862.69	\$ 9,564.07					
MAY	\$15,928.89	\$9,612.91	\$ 9,689.90	\$ 4,501.91	\$ 10,538.16					
JUN	\$12,918.52	\$11,293.10	\$ 10,313.59	\$ 751.41	\$ 10,367.10					
TOTALS	\$162,021.49	\$115,088.25	\$115,695.04	\$82,937.87	\$95,984.90					
+ or -	\$3,571.73	(\$46,933.24)	\$606.79	(\$32,757.17)	\$13,047.03					


RESPECTFULLY SUBMITTED



2016 GREENE COUNTY SOLID WASTE RECYCLING REPORT

1

	FOUNDRY METAL	OMNI METAL	TIRE COUNT	TIRE TONS	CARD BOARD	NEWS PAPERS	BATTERY 45 LBS EA.	ALUMINUM	PLASTIC	USED OIL 7.62 GAL	BUSINESS PICK-UPS	ELECTRONIC WASTE	FENCE WIRE
JANUARY	1,840	26,940	1889	22.54	33900	39680			8220		392	7240	
FEBRUARY	1810	26280	1792	21.79	37960	35660			13800		464		
MARCH	990	75,300	2386	32.75	68660	34800		1210	14360		539		4680
APRIL	1310	104520	1756	23.93	35560	16660			11100		496		
MAY		68440	1644	20.22	32820	35140	7520	1300	14620		542		4200
JUNE	102020		1903	12.91	31620	46140		1305	9500		582		
JULY	71390		1753	21.45		30420			12200		548		4140
AUGUST													
SEPTEMBER													
OCTOBER													
NOVEMBER													
DECEMBER													
TOTALS LBS	179360	301480			240520	238500	7520	3815	83800			7240	13020
TOTAL GALS										0			
TOTAL NO.			13123								3563		
TOTAL TONS				155.59									

RESPECTFULLY SUBMITTED 

TOTAL TON PER YEAR

YEAR	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
JAN.	1302.99	1348.7	1284.87	1274.31	1192.17	1186.03	1235.02	1351.68	1453.9	1304.04	1444.57	1480.66
FEB.	1362.64	1215.87	1095.14	1184.16	1175.08	1082.92	1284.26	1236.78	1229.76	1273.28	1279.29	1362.54
MAR.	1644.36	1581.45	1212.05	1459.54	1359.39	1329.46	1404.57	1320.39	1388.5	1648.11	1728.5	1589
APR.	1779.78	1406.82	1499.44	1340	1409.24	1323.67	1271.94	1472.32	1625.64	1491.02	1561.43	1530.6
MAY	1676.83	1637	1353.26	1375.92	1367.51	1333.56	1636.36	1524.81	1561.08	1511.18	1451.14	1709.81
JUNE	1548.59	1473.59	1273.48	1337.76	1489.74	1298.41	1355.21	1372.66	1322.69	1500.06	1760.12	1576.47
JULY	1592.5	1388.76	1538.55	1378.08	1483.41	1403.55	1500.86	1602.6	1623.13	1601.72	1611.42	1580.44
AUG.	1884.19	1516.38	1404.67	1269.73	1423.7	1418.47	1451.99	1636.72	1447.48	1520.78	1574.42	1825.23
SEPT.	1794.16	1360.76	1302.5	1367.07	1292.81	1229.13	1306.47	1334.31	1464.03	1575.1	1509.14	1475.84
OCT.	1640.44	1388.12	1264.74	1300.42	1204.19	1237.55	1417.58	1471.45	1470.34	1477.7	1466.79	1510.09
NOV	1467.61	1282.41	1170.05	1102.37	1144.42	1317.05	1308.45	1382.31	1370.16	1340.74	1622.22	1534.65
DEC.	1449.36	1221.66	1386.71	1412.12	1307.99	1265.42	1217.55	1422.72	1622.27	1650.64	1485.01	1463.63
TOTALS	19143.5	16821.5	15785.46	15801.48	15849.65	15425.22	16390.26	17128.75	17578.98	17894.4	18494.1	18639
INC/DEC		-2321.9	-1036.47	1602	4817	-424.43	965.04	738.49	450.23	315.39	599.68	144.86
YEAR	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JAN	1671.59	1592.9	1510.56	1411.2	1318.01	1426.29	1502.39	1477.64	1268.01	1372.21	1218.36	
FEB	1310.7	1291.25	1407.25	1335.2	1203.19	1349.37	1369.87	1279.52	1322.03	993.25	1484.23	
MAR	1652.9	1587.7	1631.55	1591.86	1654.33	1624.23	1558.28	1318.91	1437.38	1676.69	1655.93	
APR	1574.3	1599.4	1642.17	1554.72	1637.95	1543.09	1533.54	1754.96	1497.76	1493.74	1502.63	
MAY	1799.1	1660.71	1591.6	1563.18	1461	1674	1611.83	1588.53	1513.15	1531.94	1660.62	
JUNE	1619.8	1567.79	1536.92	1666.49	1671.3	1666.9	1430.61	1432.49	1467.25	1567.74	1557.82	
JULY	1641.85	1762.78	1638.3	1733.26	1618.47	1565.53	1689.65	1723.79	1619.64	1550.89	1543.77	
AUG	1737.5	1653.7	1518.1	1642.1	1664.7	1717.52	1582.07	1544.82	1485.84	1523.57		
SEPT	1595.68	1427.8	1633.07	1547.15	1566.26	1526.99	1373.89	1491.61	1502.65	1443.91		
OCT	1647.18	1691.8	1473.17	1502.79	1478.76	1472.19	1576.89	1464.57	1486.05	1443.52		
NOV	1600.78	1535.35	1288.52	1546.17	1596.78	1551.89	1440.47	1298.28	1211.1	1497.7		
DEC	1506.5	1622.56	1719.3	1584.7	1364.97	1475.27	1437.4	1608.71	1592.08	1634.3		
TOTAL	19357.9	18993.7	18590.51	18678.82	18235.72	18593.27	18106.89	17983.83	17402.94	17729.5	10623.4	
INC/DEC	718.94	-364.14	-286.23	-28.69	-443.1	357.55	-486.38	-123.06	-580.89	326.56		

GCSW 2015-2016 REVENUES

	METAL	C.W.T.	REVENUE	OCC	REVENUE	REVENUE	O.N.P.	REVENUE	REVENUE	BUSINESS		BUSINESS
	FOUNDRY			WGT	TON		W.G.T.	TON		EMPTIED	@	REVENUE
JULY	28940	\$ 6.50	\$1,820.00	69300	\$ 80.00	\$ 2,687.65	35400	\$ 0.015	\$ 531.00	538	\$27.50	\$ 14,795.00
AUGUST	25590	\$ 6.00	\$1,535.40	32620	\$ 100.00	\$ 1,631.00	37360	\$ 0.015	\$ 560.40	524	\$27.50	\$ 14,410.00
SEPT.	27650	\$ 6.00	\$1,333.65	36320	\$ 100.00	\$ 2,355.20	32320	\$ 0.015	\$ 484.80	517	\$27.50	\$ 14,217.50
OCT	8060	\$ 3.50	\$282.10	35600	\$ 100.00	\$ 1,780.00	51580	\$ 0.015	\$ 773.70	486	\$27.50	\$ 13,365.00
NOV	2620	\$ 4.00	\$322.40	34440	\$ 100.00	\$ 3,284.00	36880	\$ 0.015	\$ 553.20	470	\$27.50	\$ 12,925.00
DEC	8480	\$ 3.50	\$296.80	38200	\$ 90.00	\$ 1,609.00	20800	\$ 0.015	\$ 312.00	474	\$27.50	\$ 13,035.00
JAN	1840	\$ 3.50	\$64.40	33900	\$ 80.00	\$ 1,356.00	39680	\$ 0.015	\$ 496.00	392	\$27.50	\$ 10,780.00
FEB	1810	\$ 3.50	\$63.35	37960	\$80.00	\$ 1,518.40	35660	\$ 0.013	\$ 646.50	464	\$27.50	\$ 12,760.00
MAR	990	\$ 4.25	\$42.08	68660	\$80.00	\$ 2,746.40	34800	\$ 0.015	\$ 522.00	539	\$27.50	\$ 14,822.50
APR	1310	\$ 7.50	\$98.25	35560	\$80.00	\$ 1,422.40	32360	\$ 0.015	\$ 642.25	496	\$27.50	\$ 13,640.00
MAY				32820	\$80.00	\$ 1,312.80	35140	\$ 0.015	\$ 682.35	542	\$27.50	\$ 14,905.00
JUNE	102719	\$ 7.00	\$ 7,190.26	31620	\$ 95.00	\$ 1,501.95	46140	\$ 0.02	\$ 692.10	582	\$27.50	\$ 16,005.00
TOTAL	210009		\$ 13,048.69	487000		\$ 23,204.80	438120		\$ 6,896.30	6024		\$ 165,660.00
										PET		
	BATTERY	LB	REVENUE	ALUM	LB.	REVENUE	OIL	GALLONS	REVENUE	PLASTIC	LB.	REVENUE
JULY	0			1640	\$0.69	\$1,131.60				11,935	\$0.09	\$ 1,074.30
AUG				1420	\$0.51	\$724.20				10108	\$0.06	\$ 1,090.20
SEPT				875	\$0.67	\$517.80		90		14120	\$0.06	\$ 847.20
OCT										11804	\$0.06	\$ 708.24
NOV				2840	\$0.55	\$1,562.00		420		8632	\$0.04	\$ 345.28
DEC										12009	\$0.03	\$ 360.27
JAN										7131	\$0.00	\$ -
FEB										13800	\$0.00	\$ (245.00)
MAR				1210	0.61	\$689.70				12489	\$0.00	\$ (420.00)
APR										9769	\$0.00	\$ (328.55)
MAY	6,909	\$0.24	\$1,658.16	1300	\$0.55	\$715.00				12455	\$0.00	\$ (371.85)
JUNE				1305	\$0.65	\$704.70				10719	\$0.00	\$ (440.79)
TOTAL	6909		\$ 1,658.16	10590		\$ 6,045.00		510	\$ -	134971		\$ 2,619.30

GCSW 2015-2016 REVENUES

METAL	C.W.T.	REVENUE	FENCE	PER	REVENUE	RADIATORS	PER -LB	REVENUE	WEST		COOKING	PER
Omni			WIRE	POUND		COPPER			MAIN	REVENUE	OIL	GALLON
29140	\$7.00	\$1,858.30										
27140	\$6.50	\$2,251.60										
33060	\$6.50	\$1,739.75	4470	\$0.02	\$89.40							
29280	\$6.50	\$2,308.75				266	\$0.35	\$93.10		\$ 133.25		
31280	\$5.15	\$1,610.92	2680	\$0.02	\$53.60							
31760	\$5.15	\$2,006.44								\$ 201.41		
32760	\$5.60	\$2,157.54										
45700	\$5.60	\$2,559.20										
75300	\$5.60	\$4,216.80	4690	\$0.02	\$93.80							
104520	\$6.25	\$6,475.86										
68440	\$6.75	\$4,582.25	4200	0.07	\$294.00	459	\$ 0.80	368.29				
508380	66.6	\$ 31,767.41	16040		\$ 530.80	725		\$461.39	0	\$ 334.66		
HDPE			IORNY									
PLASTIC	LB.	REVENUE	ALUM	LB	REVENUE	E-WASTE	PER-LB	REVENUE	DUMPSTER	REVENUE		
			1085	\$0.17	\$184.45			\$1,530.78	121	\$ 2,722.50		
			760	\$0.30	\$228.00	19201		\$233.90	120	\$ 2,700.00		
						17200	\$0.02	\$344.00	118	\$ 2,655.00		
						6350	\$0.02	\$127.00	118	\$ 2,655.00		
						6280	\$0.02	\$125.60	118	\$ 2,655.00		
						4280	\$0.02	\$85.60	124	\$ 2,790.00		
						7240		\$179.21	124	\$ 2,790.00		
									126	\$ 2,835.00		
									126	\$ 2,835.00		
			2100	0.38	\$ 798.00	6365.5	\$0.02	\$127.31	126	\$ 2,835.00		
						6560			122	\$ 2,745.00		+
			796	\$0.35	278.6							
0		\$ -	4741		\$1,489.05	73476.5	\$0.02	\$2,753.40		\$30,217.50		

GCSW 2015-2016 REVENUES

REVENUE	TOTAL REVENUE
	\$21,691.95
	\$20,388.40
	\$20,220.30
	\$18,735.90
	\$18,749.12
	\$17,460.65
	\$14,853.94
	\$17,547.45
	\$22,443.58
	\$22,278.76
	\$22,144.69
	\$25,389.31
	\$ 241,904.05
	\$6,643.63
	\$4,976.30
	\$4,364.00
	\$3,490.24
	\$4,687.88
	\$3,235.87
	\$2,969.21
	\$2,590.00
	\$3,104.70
	\$3,431.76
	\$4,746.31
	\$542.51
	\$ 44,782.41
GRAND TOTAL	\$ 286,686.46

TOTAL TON PER YEAR

YEAR	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
JAN.	1302.99	1348.7	1284.87	1274.31	1192.17	1186.03	1235.02	1351.68	1453.9	1304.04	1444.57	1480.66
FEB.	1362.64	1215.87	1095.14	1184.16	1175.08	1082.92	1284.26	1236.78	1229.76	1273.28	1279.29	1362.54
MAR.	1644.36	1581.45	1212.05	1459.54	1359.39	1329.46	1404.57	1320.39	1388.5	1648.11	1728.5	1589
APR.	1779.78	1406.82	1499.44	1340	1409.24	1323.67	1271.94	1472.32	1625.64	1491.02	1561.43	1530.6
MAY	1676.83	1637	1353.26	1375.92	1367.51	1333.56	1636.36	1524.81	1561.08	1511.18	1451.14	1709.81
JUNE	1548.59	1473.59	1273.48	1337.76	1489.74	1298.41	1355.21	1372.66	1322.69	1500.06	1760.12	1576.47
JULY	1592.5	1388.76	1538.55	1378.08	1483.41	1403.55	1500.86	1602.6	1623.13	1601.72	1611.42	1580.44
AUG.	1884.19	1516.38	1404.67	1269.73	1423.7	1418.47	1451.99	1636.72	1447.48	1520.78	1574.42	1825.23
SEPT.	1794.16	1360.76	1302.5	1367.07	1292.81	1229.13	1306.47	1334.31	1464.03	1575.1	1509.14	1475.84
OCT.	1640.44	1388.12	1264.74	1300.42	1204.19	1237.55	1417.58	1471.45	1470.34	1477.7	1466.79	1510.09
NOV	1467.61	1282.41	1170.05	1102.37	1144.42	1317.05	1308.45	1382.31	1370.16	1340.74	1622.22	1534.65
DEC.	1449.36	1221.66	1386.71	1412.12	1307.99	1265.42	1217.55	1422.72	1622.27	1650.64	1485.01	1463.63
TOTALS	19143.5	16821.5	15785.46	15801.48	15849.65	15425.22	16390.26	17128.75	17578.98	17894.4	18494.1	18639
INC/DEC		-2321.9	-1036.47	1602	4817	-424.43	965.04	738.49	450.23	315.39	599.68	144.86
YEAR	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JAN	1671.59	1592.9	1510.56	1411.2	1318.01	1426.29	1502.39	1477.64	1268.01	1372.21	1218.36	
FEB	1310.7	1291.25	1407.25	1335.2	1203.19	1349.37	1369.87	1279.52	1322.03	993.25	1484.23	
MAR	1652.9	1587.7	1631.55	1591.86	1654.33	1624.23	1558.28	1318.91	1437.38	1676.69	1655.93	
APR	1574.3	1599.4	1642.17	1554.72	1637.95	1543.09	1533.54	1754.96	1497.76	1493.74	1502.63	
MAY	1799.1	1660.71	1591.6	1563.18	1461	1674	1611.83	1588.53	1513.15	1531.94	1660.62	
JUNE	1619.8	1567.79	1536.92	1666.49	1671.3	1666.9	1430.61	1432.49	1467.25	1567.74	1557.82	
JULY	1641.85	1762.78	1638.3	1733.26	1618.47	1565.53	1689.65	1723.79	1619.64	1550.89	1543.77	
AUG	1737.5	1653.7	1518.1	1642.1	1664.7	1717.52	1582.07	1544.82	1485.84	1523.57		
SEPT	1595.68	1427.8	1633.07	1547.15	1566.26	1526.99	1373.89	1491.61	1502.65	1443.91		
OCT	1647.18	1691.8	1473.17	1502.79	1478.76	1472.19	1576.89	1464.57	1486.05	1443.52		
NOV	1600.78	1535.35	1288.52	1546.17	1596.78	1551.89	1440.47	1298.28	1211.1	1497.7		
DEC	1506.5	1622.56	1719.3	1584.7	1364.97	1475.27	1437.4	1608.71	1592.08	1634.3		
TOTAL	19357.9	18993.7	18590.51	18678.82	18235.72	18593.27	18106.89	17983.83	17402.94	17729.5	10623.4	
INC/DEC	718.94	-364.14	-286.23	-28.69	-443.1	357.55	-486.38	-123.06	-580.89	326.56		

TOTAL TONS PER CENTER
2016-2017

CENTER	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	TONS	COST TO HAUL	COST TO HAUL	DIFFERENCE	Rank/Ton
													PER CENTER	37.78/TON	19.37/TON		2015
WEST GREENE	68.32												68.32	\$ 2,536.72	\$ 1,309.69		1
WEST GREENE	87.7												87.7	\$ 3,256.30	\$ 1,681.21	\$ 1,575.09	
AFTON	185.09												185.09	\$ 6,872.39	\$ 3,548.18		2
HAL HENARD	61.85												61.85	\$ 2,296.49	\$ 1,185.66		3
HAL HENARD	45.43												45.43	\$ 1,686.82	\$ 870.89	\$ 815.92	
HORSE CREEK	64.67												64.67	\$ 2,401.20	\$ 1,239.72		4
SUNNYSIDE	58.45												58.45	\$ 2,170.25	\$ 1,120.49		5
WALKERTOWN	66.95												66.95	\$ 2,485.85	\$ 1,283.43		6
BAILEYTON	23.11												23.11	\$ 858.07	\$ 443.02	\$ 415.06	
BAILEYTON	20.87												20.87	\$ 774.90	\$ 400.08		7
WEST PINES	47.66												47.66	\$ 1,769.62	\$ 913.64		8
ROMEO	52.3												52.3	\$ 1,941.90	\$ 1,002.59	\$ 939.31	9
CROSS ANCHOR	45.39												45.39	\$ 1,685.33	\$ 870.13		10
McDONALD	42.79												42.79	\$ 1,588.79	\$ 820.28	\$ 768.51	11
GREYSTONE	44.24												44.24	\$ 1,642.63	\$ 848.08		12
ST. JAMES	43.45												43.45	\$ 1,613.30	\$ 832.94		13
OREBANK	24.92												24.92	\$ 925.28	\$ 477.72		14
OREBANK	5.12												5.12	\$ 190.11	\$ 98.15	\$ 91.96	
CLEAR SPRINGS	17.72												17.72	\$ 657.94	\$ 339.69		15
DEBUSK	39.66												39.66	\$ 1,472.58	\$ 760.28		16
CHUCKEY-DOAK	1.78												1.78	\$ 66.09	\$ 34.12		
MOSHEIM													0	\$ -	\$ -	\$ -	
WEST GREENE HS	6.14												6.14	\$ 227.98	\$ 117.70	\$ 110.27	
TOTAL TONS	1053.61	0	0	0	0	0	0	0	0	0	0	0	1053.61	\$ 39,120.54	\$ 20,197.70	\$ 4,716.12	

McDONALD TO TIDI WASTE=11 MILES

McDONALD TO GREENEVILLE LANDFILL=22.80 MILES

ROMEO TO LANDFILL=19.10

ROMEO TO TIDI WASTE=21

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Greene County Circuit Court
Annual Financial Report
For The Year Ended June 30, 2016

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Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 902 Circuit Court Clerk							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	-484.50	52,497.31	-49,239.30	-2,773.51	0.00
23180	Criminal Injuries Compensation Tax	0.00	-550.00	11,040.88	-10,315.38	-175.50	0.00
23400	Department Of Safety	0.00	192.00	9,891.50	-9,579.30	-504.20	0.00
23600	Tenn Bureau Of Investigation	0.00	97.50	1,295.00	-1,377.86	-14.64	0.00
23810	Public Service Commission	0.00	0.00	25.00	-23.75	-1.25	0.00
23900	Other Funds Due State	0.00	390.25	9,323.00	-9,173.42	-467.58	72.25
	Totals:	0.00	-354.75	84,072.69	-79,709.01	-3,936.68	72.25
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	81.50	7,616.50	-7,178.37	-519.63	0.00
24310	County Fines	0.00	250.00	13,037.90	-12,623.48	-664.42	0.00
24330	Drug Fines	0.00	4,000.00	26,931.00	-29,384.43	-1,546.57	0.00
24331	Drug Court Fees	0.00	280.00	1,142.77	-1,351.63	-71.14	0.00
24360	Officers Costs	0.00	-27.00	10,772.00	-10,207.72	-537.28	0.00
24370	Jail Fees	0.00	180.00	6,916.50	-6,741.66	-354.84	0.00
24380	District Attorney General Fees	0.00	0.00	767.50	-729.11	-38.39	0.00
24490	Other Collections	0.00	4.00	17,291.00	-16,216.01	-1,078.99	0.00
	Totals:	0.00	4,768.50	84,475.17	-84,432.41	-4,811.26	0.00
25000 Due To Cities							
25210	City Fines	0.00	0.00	7,747.25	-7,359.88	-387.37	0.00
25220	Drug Fines	0.00	3,000.00	0.00	-2,850.00	-150.00	0.00
25230	Officers Costs	0.00	272.00	3,152.50	-3,253.26	-171.24	0.00
	Totals:	0.00	3,272.00	10,899.75	-13,463.14	-708.61	0.00
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	1,091.00	41,607.81	137,541.78	-176,555.45	0.00	3,685.14
26200	Officers' Costs - Non-County	0.00	15.00	100.00	-115.00	0.00	0.00
26300	Alimony/child Support	0.00	7,038.27	12,861.91	-19,900.18	0.00	0.00
26400	Deposits	0.00	-15,664.43	535,003.67	0.00	0.00	519,339.24
26700	Cash Bonds	78,050.00	-77,450.00	38,730.00	0.00	0.00	39,330.00
	Totals:	79,141.00	-44,453.35	724,237.36	-196,570.63	0.00	562,354.38
28000 Other Credits							
29900	Fee/commission Account	0.00	-302.92	113,468.41	-122,622.04	9,456.55	0.00
	Totals:	0.00	-302.92	113,468.41	-122,622.04	9,456.55	0.00
Fund Totals:		79,141.00	-37,070.52	1,017,153.38	-496,797.23	0.00	\$562,426.63

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Greene County Circuit Court
Annual Financial Report
For The Year Ended June 30, 2016

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Summary of Assets:

Cash On Hand	\$25.00	\$25.00
Cash In Bank	\$79,116.00	\$43,062.39
Investments	\$0.00	\$519,339.24
Totals:	\$79,141.00	\$562,426.63

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2016.

Pam M. Vermall
(Signature)

Circuit Court Clerk
(Title)

6-30-16
(Date)

David Leg Cree 7/20/16



FOR IMMEDIATE RELEASE:

Wednesday, July 20, 2016

CONTACT: Carly Schroer, TNECD

PHONE: (615) 770-0498

EMAIL: carly.schroer@tn.gov

**GOVERNOR HASLAM, COMMISSIONER BOYD ANNOUNCE 29
COMMUNITIES TO RECEIVE TOURISM ENHANCEMENT GRANTS**

Grants to assist communities with tourism infrastructure assets

NASHVILLE – Tennessee Gov. Bill Haslam and Economic and Community Development Commissioner Randy Boyd announced today that 29 communities will receive over \$999,000 in Tourism Enhancement Grants to assist communities with tourism infrastructure assets.

"We want to congratulate all 29 communities on receiving Tourism Enhancement Grants," Haslam said. "These grants showcase how great the partnership is between tourist development and economic development. With the support of these grants, each community will be better equipped to succeed in our state and I look forward to seeing these Tennessee communities thrive."

The grants assist counties and cities in improving local assets to increase the economic impact of tourism.

"I am pleased to announce these 29 communities that have been awarded the Tourism Enhancement Grant," Boyd said. "It is always exciting when communities choose to invest in economic development initiatives to grow and succeed in our state. Tourism development is economic development, and with the assistance of the Tourism Enhancement Grant and our partnership with Commissioner Kevin Triplett and the Department of Tourist Development, each community will be able to invest in their assets and grow their local economy."

The Tourism Enhancement Grants were jointly funded by the Tennessee Department of Economic and Community Development and the Tennessee Department of Tourist Development with the assistance of the Appalachian Regional Commission.

"We celebrate with each community receiving the Tourism Enhancement Grant," Tennessee Department of Tourist Development Commissioner Kevin Triplett said. "Tourism development is an important part of every community, but in some cases we were finding a lack of infrastructure to fully take advantage of some tourism opportunities. We appreciate our great partners at TNECD for coming to the table with this initiative for communities to enhance their local tourism assets."



An advisory committee made up of staff from the Tennessee Department of Economic and Community Development, the Tennessee Department of Tourist Development, the Tennessee Department of Environment and Conservation and the Tennessee Department of Agriculture selected the 29 communities from a pool of 61 grant applications.

The grants awarded include:

- **Anderson County** - \$40,000
- **City of Bolivar** - \$50,000
- **City of Brownsville** - \$50,000
- **Carroll County** - \$50,000
- **City of Cleveland** - \$50,000
- **Decatur County** - \$43,000
- **City of Etowah** - \$50,000
- **Fentress County** - \$27,000
- **Town of Gainesboro** - \$45,270
- **Greene County** - \$44,898
- **Hamblen County** - \$7,000
- **Hamilton County** - \$20,000
- **City of Henderson** - \$5,250
- **Johnson County** - \$47,168
- **City of Lafayette** - \$50,000
- **Lauderdale County** - \$20,000
- **City of Livingston** - \$50,000
- **City of Manchester** - \$41,510
- **City of McMinnville** - \$28,500
- **Meigs County** - \$20,000
- **Metropolitan Lynchburg** - \$50,000
- **Monroe County** - \$20,000
- **Robertson County** - \$5,050
- **Scott County** - \$48,707
- **Smith County** - \$50,000
- **City of Tiptonville** - \$31,262
- **Unicoi County** - \$20,000
- **Wayne County** - \$25,000
- **City of Winchester** - \$35,000

Each application was supported by the community's senator and representatives in the Tennessee General Assembly.



NEWS RELEASE

About the Tennessee Department of Tourist Development

The mission of the Tennessee Department of Tourist Development is to motivate travel to and within Tennessee by inspiring enjoyment, creating memories, producing a desire to return, and establishing key long-term relationships that result in visitors becoming residents. The promise of Tennessee—the birthplace of the blues, bluegrass, country, gospel, soul, rockabilly, and rock 'n' roll—is to be the global music destination of choice. To deliver an unparalleled experience of beauty, history, and family adventure, infused with music that creates a vacation that is the "Soundtrack of America. Made in Tennessee."

About the Tennessee Department of Economic and Community Development

The Tennessee Department of Economic and Community Development's mission is to develop strategies which help make Tennessee the No. 1 location in the Southeast for high quality jobs. To grow and strengthen Team Tennessee, the department seeks to attract new corporate investment in Tennessee and works with Tennessee companies to facilitate expansion and economic growth. Tennessee is the only three-time winner of "State of the Year" for economic development by *Business Facilities* magazine. Find us on the web: tnecd.com. Follow us on Twitter: @tnecd. Like us on Facebook: [facebook.com/tnecd](https://www.facebook.com/tnecd).

###

Greene County Budget and Finance Committee
Budget Meeting-Minutes
July 6, 2016
Greene County Annex Conference Room, Greeneville, Tennessee

Members PRESENT:

Mayor David Crum-Chairman
Dale Tucker- Commissioner

Brad Peters-Commissioner
Butch Patterson- Commissioner

ALSO:

Danny Lowery -Director of Finance	Regina Nuckols- Budget Committee Secretary
Pat Hankins-Greene County Sheriff	Donna Burgner- Administrator of Election
David Weems- Greene County Road Superintendent	Samantha Venerable-Drug Court
Ken Bailey-General Sessions Court Judge	Starr Bewley- General Sessions Court
Eddie Jennings- Commissioner	Sharron Collins- Commissioner

OTHERS:

Cameron Judd - News Media	Mary Lou Finley- Budget Director of Greene County Schools.
Bill Ripley Assistant Director of Academics and Human Resources	

CALL TO ORDER:

Mayor Crum called the Budget & Finance Workshop committee meeting to order on Wednesday, at 1:00 P.M., in the conference room at the Greene County Annex Building in, Greeneville, Tennessee.

MINUTES:

Motion to approve the Budget & Finance minutes June 1, 2016 was made by Commissioner Tucker, seconded by Commissioner Peters. All agreed.

DISCUSSIONS:

General Sessions Court Judge Kenneth Bailey presented his proposed budget for the 2016-2017 fiscal budgets for the Sessions Court, Juvenile and Other Administration of Justice departments. Judge Bailey had spoken with Greene County Attorney Roger Woolsey about creating a resolution requesting possible funding from litigation tax to fund a new Judge. Judge Bailey is requesting a new juvenile clerk. In 2015 he had 574 new Juveniles come through the system that were assigned a new ID numbers. There were 926 petitions filed and 428 tobacco and traffic citations. The Child Support cases are not included in that. A child support Magistrate hears those in Juvenile Court. It was determined that line item Other Contracted Services in which the Juvenile Magistrate is paid out of will have a remaining balance of approximately \$19,000, which could be used for the cost of the new position.

Drug Court Samantha Venerable presented her proposed budget for the 2016-2017 fiscal budgets for the Drug Control Department. She told the Committee that \$50,000 comes from the State and the remaining \$12,000 comes from the Drug Court Fees. Mayor Crum says that he feels that Samantha should receive the 2.03% raise. All agreed.

In the absence of the Director of Greene County Schools David McClain, Greene County Schools Budget Director Mary Lou Finley and Bill Ripley Assistant Director of Academics and Human Resources presented the Greene County Schools General Purpose School Fund, School Federal Projects fund, Central Cafeteria Fund and the Central

Greene County Budget and Finance Committee
Budget Meeting-Minutes
July 6, 2016
Greene County Annex Conference Room, Greeneville, Tennessee

Cafeteria fund proposed budgets for the 2016-2017 fiscal budgets. A total of \$138,000 is proposed for Security Officers. Commissioner Peters had talked to the City. They got \$110,000 from the State. They told the City Board and Alderman that they would give that to them if they would provide the rest for SRO officers for the schools. He said that it was a recurring BEP fund to the Capital Outlay. He contacted the State and was told that Greene County Schools had received \$290,000 right after the Sandy Hook school shooting in 2012. The money was not designated for security but it could be used for security. The School system is on our liability. Ms. Finley said that this money was used for where they see fit. Sheriff Hankins has tried to lead the charge to get these SRO officers for two years. He tried to get Grants. Mayor Crum says you need that person to be in that school and know those kids, and we just got a figure how we are going to fund it.

Election Commission Administrator Donna Burgner presented the Election Commission's budget. The Election Board is asking for 1 additional staff. Also they would like to see a 5% raise given to a full time employee. In the Legal Notice, Recording and Court Costs line item \$9,435.00 has been requested to be added to print Charter info. It was requested that she go back to the Election Commission Board and ask them to choose whether they want one additional full time position added or leave the Part-Time at the \$40,400. If the fulltime is chosen then the Part time will go back to 2015 budget of \$18,903. The budget committee has asked that the 5 % increase be dropped to 2.03% same across the board.

Greene County Sheriff at Hankins spoke with the Committee about establishing a mandatory retirement age requirement which is a benefit supplemental Bridge Benefit. It was decided that it would be best sponsored by a member of the Law Enforcement Committee. Commissioner Sharron Collins agreed to sponsor a resolution where it would be presented at Julys Commission meeting. One SRO officers will cost the County \$32,000 a year, plus benefits it could be up to \$60,400. The Sheriff was asked how many officers that he thinks it might take to cover the schools, he replied ten. The Sheriff is not going to ask for the money is his budget. The Mayor says that it is up to the Commission to take the stand.

Greene County Highway Department David Weems, Greene County Road Superintendent presented his proposed budget for the 2016-2017 fiscal budgets for the following departments of (61000) Administration, (62000) Highways and Bridge Maintenance (63100) Operations and Maintenance of Equipment (63500) Asphalt Plant Operations (65000) Other Charges and (68000) Capital Outlay. Bottom line increases are about 988,000. He had a bad winter and salt has gone up. He is requesting 85,000 in salt instead of 25,000.

FUND 101 GREENE COUNTY GENERAL FUNDS

- A. A Resolution authorizing the Mayor to enter into an agreement to dissolve the joint venture agreement on Kinser Park with the Town of Greeneville. Commissioner Butch Patterson made a motion to approve resolution A. It was seconded by Commissioner Dale Tucker. All agreed.**

NEXT MEETING: On the July 18th after the County Commission is adjourned, a workshop is planned to review the proposed budget and discuss any changes to be made. The budget committee will meet at the Annex on July 21st beginning at 5:00 in the conference room at the Annex, just in in case there are changes. The August Budget & Finance meeting is scheduled for Wednesday August the 3rd, at 5:00 in the Criminal Courtroom of the Greene County Courthouse. At this time there will be a public hearing held concerning the proposed 2016-2017 budget. On August 15th, 2016 the budget will be summited during the regular scheduled County Commission meeting.

Respectfully submitted,
Regina Nuckols
Budget & Finance Secretary

GREENE COUNTY RANGE MEETING

JUNE 14, 2016

RANGE

THE RANGE COMMITTEE MET TUESDAY JUNE 14, 2016 AT 8 A.M. AT THE RANGE SITE. COMMITTEE MEMBERS PRESENT WERE: MAYOR CRUM, SHERIFF HANKINS, CHIEF CANNON, DICK FAWBUSH, COMMISSIONER BUDDY RANDOLPH, CYNTHIA PAINTER, AND JERRY STROM. OTHERS IN ATTENDANCE: ROAD SUPERINTENDENT DAVID WEEMS, BRAD HICKS WITH GREENEVILLE SUN, DAVE WRIGHT, CAROLINE MILLER AND DIANE SWATZELL. A QUORUM BEING PRESENT MAYOR CRUM CALLED MEETING TO ORDER.

MINUTES FROM PRIOR MEETING WERE APPROVED ON A MOTION FROM RANDOLPH AND SECOND BY STROM. MINUTES WERE APPROVED AS PRESENTED.

DISCUSSION

MAYOR CRUM INFORMED THE COMMITTEE THAT MONEY HAS BEEN RETURNED TO ALFRED SHAW FOR TAXES ON 25 ACRE TRACT. HE HAD ALREADY HAD ONE (1) CUTTING OF HAY FOR THE SEASON. PARKS AND REC BOARD AGREED FOR THE RANGE TO UTILIZE WHATEVER WE NEEDED. ASONG WANTS MORE TREES PLANTED. JERRY STROM RECOMMENDED WHITE PINE WHICH ARE NATIVE.

DAVE WRIGHT IS ASSUMING EVERYTHING WILL PASS TODAY DAY AT CITY HALL WITH PLANNING COMMISSION AND HE WILL GET SURVEYOR TO COME BACK AND SET STAKES. HE REQUESTED DAVID WEEMS TO BUSH HOG AREA. DAVE ALSO ADVISED THAT HE HAS RECEIVED HIS LEVEL I CERTIFICATION TO BE USED DURING GENERAL CONSTRUCTION TO CHECK RAIN GAUGE, ETC. THE COMMITTEE DISCUSSED THE BUILDINGS AGAIN WITH SOME CONCERN EXPRESSED OVER THE DEPTH OF THE FOOTERS. STROM ADVISED THE COMMITTEE AGAIN THAT BUILDING EXPENSE NEEDS TO BE IN THE \$250,000 TO \$300,000 RANGE FOR THE PROJECT TO BE COMPLETED AS NEEDED. MANY DIFFERENT OPTIONS WERE DISCUSSED INCLUDING PRE- ENGINEERED BUILDINGS THAT INCLUDE TIMBER FRAMING, INSULTATION, CONCRETE PAD AND METAL SIDING AND ROOF.

WE HAVE TO ADD A DIVIDER IN MIDDLE OF SMALL BORE RANGE THAT IS 10' TALL WITH RUBBER TIRES FOR PUBLIC UTILIZATION. THIS WILL ALLOW PISTOLS TO BE USED ON ONE (1) SIDE AND SHOTGUNS ON OTHER SIDE.

DAVE ADVISED THAT HE WOULD SPEAK WITH JOHN JACOBS ABOUT DEPTH OF CONCRETE ON SKEET HOUSE AND THICKNESS OF SLABS.

THE MEETING WAS ADJOURNED AT 9 A.M. NEXT MEETING WILL BE JULY 12, 2016 AT 8 A.M. AT RANGE.

RESPECTFULLY SUBMITTED

KIM HINSON

Animal Control Meet July 20, 1500.

Rabies Control Quarterly Report

APRIL, MAY, JUNE

2016

Animal Bite Investigations = 40

Calls Regarding Animals = 720

Animals Tested State Lab = 9

Positive Animals = 0 Specify =

Animals Picked Up = 517

Claimed Animals = 41

Rescued Animals = 276

Animals Put To Sleep = 200

(Health Problems =120) 4 canine 116 cats

(Aggressive =58) 10 canine 48 cats

(Adoptable =22) 6 canine 16 cats

Next meeting October 19 3:pm

GREENE COUNTY PURCHASING
204 NORTH CUTLER STREET
SUITE 209
GREENEVILLE, TN 37745
TELEPHONE 423-798-1700
FAX 423-798-1702

MINUTES
JUNE 17, 2016

THE PURCHASING COMMITTEE MET AT 5:15 P.M. ON JUNE 16, 2016 TO APPROVE ANNUAL BIDS FOR GREENE COUNTY HIGHWAY DEPARTMENT. MEMBERS IN ATTENDANCE WERE MAYOR DAVID CRUM, PAMELA CARPENTER, TIM WHITE AND LYLE PARTON. FRANK WADDELL WAS ABSENT. ALSO IN ATTENDANCE, WERE EDDIE JENNINGS, DIANE SWATZELL AND DAVID WEEMS, GREENE COUNTY ROAD SUPERINTENDENT. A QUORUM BEING PRESENT CHAIRMAN WHITE CALLED MEETING TO ORDER.

BID 131-1049 FOR CONCRETE FROM READY MIX USA WAS APPROVED ON A MOTION FROM PAM CARPENTER AND SECOND BY LYLE PARTON. MOTION CARRIED

BID 131-1050 CRUSHED STONE FROM VULCAN MATERIAL AND BEAN STATION MATERIAL WAS APPROVED ON A MOTION FROM LYLE PARTON AND SECOND BY PAM CARPENTER. MOTION CARRIED

BID 131-1053 FOR EMULSION FROM HUDSON MATERIAL WAS APPROVED ON A MOTION FROM MAYOR CRUM WITH A SECOND BY LYLE PARTON. MOTION CARRIED.

BID 131-1055 EXCAVATING EQUIPMENT RENTAL WITH OPERATOR FROM SUMMERS TAYLOR WAS APPROVED ON A MOTION BY PAM CARPENTER WITH SECOND BY LYLE PARTON.

BID 131-1049a SINGLE AXLE DUMP WAS APPROVED ON A MOTION BY DAVID CRUM WITH A SECOND BY PAM CARPENTER. APPROVED PURCHASE FROM LANDMARK INTERNATIONAL FOR ONE (1) T300 2X4SBA INTERNATIONAL TRUCK.

DIANE SWATZELL ADVISED THAT BIDS FOR CEMENT AND PG-64 LIQUID ASPHALT WOULD BE SENT AGAIN AS ONLY ONE BID WAS RECEIVED FOR EACH BID. SHE ALSO ADVISED THAT NO BIDS WERE RECEIVED FOR HOT MIX ASPHALT.

THE MEETING ADJOURNED AT 5:45 P.M.

RESPECTFULLY SUBMITTED

PAMELA CARPENTER
RECORDING SECRETARY

/ds

GREENE COUNTY PURCHASING
204 NORTH CUTLER STREET
SUITE 209
GREENEVILLE, TN 37745
TELEPHONE 423-798-1700
FAX 423-798-1702

MINUTES

JULY 18, 2016

THE PURCHASING COMMITTEE MET AT 5:30 P.M. ON JULY 18, 2016 TO APPROVE ANNUAL BIDS FOR GREENE COUNTY HIGHWAY DEPARTMENT. MEMBERS IN ATTENDANCE WERE MAYOR DAVID CRUM, PAMELA CARPENTER, TIM WHITE, FRANK WADDELL AND LYLE PARTON. ALSO IN ATTENDANCE, WERE DIANE SWATZELL AND DAVID WEEMS, GREENE COUNTY ROAD SUPERINTENDENT. A QUORUM BEING PRESENT CHAIRMAN WHITE CALLED MEETING TO ORDER.

DIANE SWATZELL ADVISED THAT THESE ARE RE-BIDS BECAUSE WE ONLY RECEIVED ONE (1) BID EACH PREVIOUSLY. AFTER SENDING BIDS AGAIN WE RECEIVED TWO (2) FOR LIQUID AC BUT AGAIN ONLY RECEIVED ONE (1) FOR CEMENT. DAVID WEEMS EXPLAINED TO THE COMMITTEE HOW CEMENT IN THE PAVING PROCESS.

131-1057 FOR PG-64 FOR LIQUID AC FROM MARATHON WAS APPROVED ON A MOTION FROM FRANK WADDELL AND SECOND BY PAM CARPENTER. MOTION CARRIED

BID 131-1058 FOR CEMENT FROM ROANOKE CEMENT WAS APPROVED ON A MOTION FROM LYLE PARTON AND SECOND BY FRANK WADDELL. MOTION CARRIED

MAYOR CRUM ADVISED COMMITTEE MEMBERS THAT ARE ALSO MEMBERS OF THE COURTHOUSE REPAIR COMMITTEE THAT WE WILL HAVE A MANDATORY PRE-BID CONFERENCE AT 5 P.M. ON JULY 28, 2016. HE ASKED EVERYONE TO ATTEND IF POSSIBLE.

THE MEETING ADJOURNED AT 5:45 P.M.

RESPECTFULLY SUBMITTED

PAMELA CARPENTER

RECORDING SECRETARY

/ds

**Greene County Insurance Committee
Regular Meeting-Minutes Open Session
June 28, 2016
Greene County Annex Greeneville, Tennessee**

MEMBERS PRESENT:

David Crum-Mayor	Brad Peters-Comm.	David McLain-School
Sharron Collins – Comm	Roger Woolsey- Cnty Atty	Pat Hankins-Sheriff
Danny Lowery- Budget Director		

ALSO:

Tony Williamson-Trinity	OJ Early-Greeneville Sun	Andrea Hillis-TSC
Krystal Justis-Secretary	John McInturff- McInturff, Milligan & Brooks	
Sandy Fowler- Atty Assist.	Allison Judge –THRX	
Pam Gaut-BCBST	Shannon Middleton-THRX	

CALL TO ORDER:

Mayor Crum called meeting to order at 8:34 A.M. in the conference room at the Greene County Annex.

MINUTES:

Motion was made by Commissioner Peters and seconded by Commissioner Collins to approve minutes from the May 31, 2016 Insurance Meeting. Motion was then approved with no opposition.

REPORTS:

Danny went over the May 2016 financials for funds 121 and 264. Motion was made by Roger Woolsey and seconded by Commissioner Peters to approve the reports. Motion was then approved with no opposition.

DISCUSSION:

Motion was made by Pat Hankins and was seconded by Commissioner Collins to require all employee and spouses and to include retiree and spouses on the health insurance to complete a Biometric lab draw and follow up if needed by May 1, 2016 to receive a reduction in insurance premiums. Letters will be sent out to all retirees on the health insurance to inform them.

The committee also discussed space for the wellness center; Allison Judge will be sending information on modular clinics. Our clinic receives the most call volumes through the call center. Allison informed the committee that the wellness center is showing significant savings and that the clinic is managing acute care. Allison stated that CPT coded labs ran through the wellness center are around \$40,000.00 in savings, copays if ran through the health plan are around \$61,000 in savings. Out of 248 in the disease management program 82 are diabetic. Concerns were brought to Allison is a physician monitoring the cases through the wellness center other than the NP on duty; cases are monitored by Dr. Nickel who is local and Dr. Gee based in Georgia. The NP is sending patients out for referrals. Allison informed the committee that Transform Health Rx is merging with another company that is headquartered in Tennessee and manages over 500 health and wellness centers including a clinic with BCBST. Shannon Middleton stated that with other clinics they were able to get a contract with BCBST to get a data dump and that has not happened with Greene County.

**Greene County Insurance Committee
Regular Meeting-Minutes Open Session
June 28, 2016
Greene County Annex Greeneville, Tennessee**

Tony Williamson informed the committee that Chris did send out numbers on BCBST claims to some committee members. The average PCP visit amount allowed is \$121.00, x-rays \$72.99, labs \$31.76 and generic drugs \$32.06 (this amount on drugs includes high dollar generics and compounds). Tony also stated that claims have run a little higher than anticipated. Discounted rates were 2% higher.

Meeting was adjourned for closed session.

Reconvened for claims.

CLAIMS:

Status of claims were discussed with no action taken today.

Meeting was adjourned.

Respectfully Submitted,

Crystal Ousley

**Greene County Insurance Committee
Regular Meeting-Minutes Open Session
July 26, 2016
Greene County Annex Greeneville, Tennessee**

MEMBERS PRESENT:

David Crum-Mayor	Brad Peters-Comm.	David McLain-School
David Weems-RS	Roger Woolsey- Cnty Atty	Pat Hankins-Sheriff
Danny Lowery- Budget Director		

ALSO:

Tony Williamson-Trinity	Jennifer Haman-Premise Health
Krystal Justis-Secretary	John McInturff- McInturff, Milligan & Brooks
Cameron Judd-Greeneville Sun	

CALL TO ORDER:

Mayor Crum called meeting to order at 8:38 A.M. in the conference room at the Greene County Annex.

MINUTES:

Motion was made by Commissioner Peters and seconded by Roger Woolsey to approve minutes from the June 26, 2016 Insurance Meeting. Motion was then approved with no opposition.

REPORTS:

Danny went over the June 2016 financials for funds 121 and 264. Motion was made by Commissioner Peters and seconded by Pat Hankins to approve the reports. Motion was then approved with no opposition.

DISCUSSION:

Jennifer Haman with Premise Health (bought out Transform Health RX) currently has 239 clients with 500 clinics. Premise Health is nationwide and already have several governmental entities. The Health and Wellness center is currently operating as is while Premise Health is assessing how the clinic is being ran. Jennifer recommends that the clinic have an RN but it is not necessary, but an RN would bring more education along with the NP. The NP will have the medical oversight of RN, LPN and MA. Premise Health does not operate a call center, appointments are done on site. The committee agreed to give Premise Health a chance. The Mayor asked Premise Health to evaluate the clinic and notify the committee if clinic needs a NP 40 hours a week or decrease clinic hours to 32 a week. Mayor also asked that Premise Health to send the contract.

The Mayor will be sending out the specs on a modular clinic to committee members.

It was brought to the attention of a Commissioner that non service animals have been in the annex and asked if this is a concern for liability. Roger will look into the issue and the Mayor has already spoken to the party involved.

The possibility of the Bridge Retirement for post certified officers and the affect it would have on the county health insurance fund was brought up. The county pays half of the single rate for a retiree that have thirty years of service with TCRS, or twenty years with Greene County

**Greene County Insurance Committee
Regular Meeting-Minutes Open Session
July 26, 2016
Greene County Annex Greeneville, Tennessee**

Government and another ten years with credit with TCRS and/or up to four years credit for Military Services until age 65. Motion was made by Commissioner Peters that the impact of the Bridge Retirement is negligible to the Health Insurance Fund and no request made to change insurance for retirees with 30 years of service with TCRS. Motion was seconded by David McLain and was then approved with no opposition. Commissioner Peters stated he was concerned that the Bridge Retirement did not include EMS and would like to see a petition to the legislation to change this.

David Weems inquired concerning the YMCA benefit and the county portion of the retiree coming out the individual budgets and not the Health Insurance Fund. Danny Lowery told the committee it has to do with how the funds were set up.

Meeting was adjourned for closed session.

Reconvened for claims.

CLAIMS:

Motion was made by Pat Hankins on case 011055 authorizing Roger Woolsey to settle at approved amount and was seconded by Commissioner Peters. Motion was approved with no opposition.

Motion was made by Pat Hankins on case 011056 authorizing Roger Woolsey to settle at approved amount and was seconded by Commissioner Peters. Motion was approved with no opposition.

Motion was made by Pat Hankins on case 011057 authorizing Roger Woolsey to settle at approved amount and was seconded by Commissioner Peters. Motion was approved with no opposition.

Motion was made by Pat Hankins on case 011058 authorizing Roger Woolsey to settle at approved amount and was seconded by Commissioner Peters. Motion was approved with no opposition.

Meeting was adjourned.

Respectfully Submitted,

Krystal Justis



GREENE COUNTY PARTNERSHIP

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July 18, 2016

Greetings!

Take a look at what's going on at the Partnership!

Chamber News

Golf Shoot-Out

Golfers at the 22nd Annual Greene County Partnership Golf Shoot-Out on Thursday, August 11, at Link Hills Country Club can win an all-inclusive 7-day stay for two at Sandals Emerald Bay Resort and Golf Club in Exuma, Bahamas, courtesy of Cruise Planners and Kristin Small. This year's tournament features prizes on all par three holes, a longest drive contest and a putting contest. The entry fee is \$600 per team (\$150 per individual) and includes lunch, greens fees, golf carts, complimentary beverages during play, and dinner. Title sponsors of the event are C&C Millwright Maintenance Co. and DTR Tennessee. Walmart Transportation is the lunch sponsor. Hole sponsorships are available at a cost of \$175. For more information on the tournament or to register a team or player, contact Vickie Andrew at 638-4111 or email vandrew@greenecop.com

Beef Day

Don't forget to attend the Agribusiness Committee's Annual Beef Day Celebration Friday, July 22, at the Greene County Fairgrounds Livestock Pavilion from 6 to 8 p.m. There will be contests, handouts, door prizes, beef-cooking demonstrations and free beef product samples as Greeneville and Greene County pay homage to the beef producers.

August Membership Breakfast

Invitations have gone out for the August Membership Breakfast scheduled for Tuesday, August 9, at 7:30 a.m. at the General Morgan Inn and Conference Center. Walters State Community College will be the sponsor and the cost is \$3 with reservations, \$8 without. Please email gcp@greenecop.com or call 638-4111 by Friday, August 5.

Great American Cleanup

Ninety-five volunteers collected 700 pounds of trash during the Great American Cleanup (GAC). The Harness Family was the recipient of the Keep Greene Beautiful weed trimmer giveaway for holding litter pickups during the GAC. Individuals and groups were encouraged to hold cleanups this past spring to be eligible to win.



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Photo: Harry Harness accepts the weed trimmer on behalf of his wife Joyce Harness from Keep Greene Beautiful Director Jennifer Wilder.



September Emailing

Space is available for the September Member Emailing! The deadline to submit a onepage PDF file is Friday, September 2, and the cost is \$100. This is a great opportunity to market products or businesses. Please contact Lori Dowell at the Partnership for more information.

Greene County Youth Council

The Partnership's Youth Council is now forming! All Greeneville/Greene County and HomeLife Academy high school students interested in volunteering in the community are encouraged to join. The program will kick off with a service project helping the Crumley House prior to its fundraiser Saturday, August 6. Attendance at the kickoff is mandatory for participation in the program. For more information or to register for the program, contact Jennifer Wilder at 638-4111 or email kqb@greenecop.com by Wednesday, August 3.

Membership Breakfast Sponsorship Available

Sponsorship is still available for the September Membership Breakfast. Contact Lori Dowell at 638-4111 or email gcp@greenecop.com for more information on sponsoring this breakfast.

Leadership Greene County

Members of the Leadership Greene County Class of 2016 concluded their year with a volunteer service project June 30 by helping the Child Advocacy Center in Mosheim with trimming trees, weeding, power washing, staining the fence around the playground, cleaning toys, cleaning and mopping the kitchen area and shampooing carpets. The leadership class will graduate at the Partnership's Monthly Membership Breakfast on August 9 at the General Morgan Inn. For more information on the program, contact Jennifer Wilder at the Partnership.

Welcome New Members

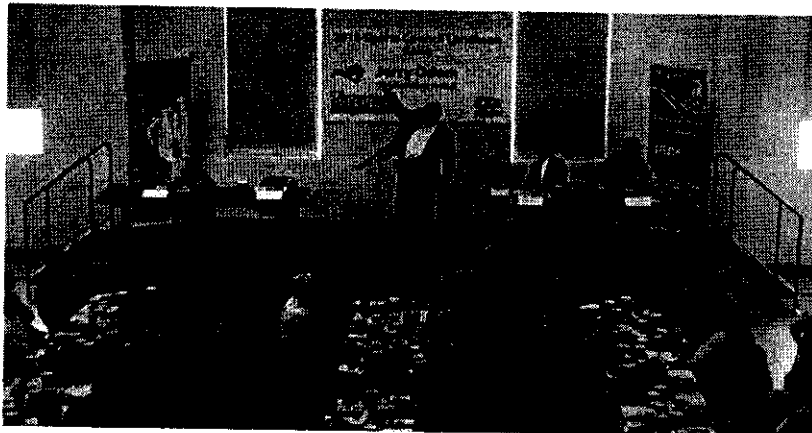
The Partnership welcomes new member Mountain States Health Alliance-Washington County Hospitals.

Tourism News

Google Workshop

Tourism's "Get Your Business Google-ized" has only two more seats to fill for this July 20 event. Sponsored by Tusculum College and Walters State Community College and a project of Tennessee Small Business Development, the event will take place at the Kathryn W. Leonard Administrative Building from 9 a.m. to 3 p.m. Lunch is provided and sponsored by Andrew Johnson Bank and refreshments are sponsored by Farm Bureau/Trey Youngblood/Agent. Those interested in attending should contact Tammy Kinser at 423-638-4111 or email tkinser@greenecop.com.

Sports Council Luncheon



More than 200 guests attended the Fourth Annual Sports Council Luncheon July 12 at Trinity United Methodist Church. New Tusculum head football coach Jerry Odom spoke to the crowd about coaching at the high school level before proceeding to the college level. Each sponsor was presented a trophy during the luncheon and Sam Miller, president and CEO of Consumer Credit Union, the title sponsor, was presented an autographed TC logo ball to display in his office. Danny Venerable of Grand Rental Station was given a plaque for his support and participation in Tourism's Marquee Initiative. Other sponsors included Sam's Club 8222, DTR Tennessee, Greeneville Light & Power, Marsh Propane, TI Automotive, American Greetings, C & C Millwright, Farm Bureau - Wayne Hughes, Grand Rental Station, Greene County Tennis Assoc., Greeneville Astros, Greeneville Water Commission, LMR Plastics, MECO, Rodefer Moss & Co., Sports Destination Management, Takoma Regional Hospital and Tusculum College Athletics.

Education & Workforce Development News

Teacher In-Service

A second session has been added to the manufacturing in-service offerings for city and county school teachers, administrators and counselors. Education & Workforce Development will host the in-services Thursday, July 28, and Monday, August 1. The sessions will include plant tours and meetings with human resource managers and plant managers. Any educator interested in participating in this free day-long event should contact Rebeckah Ball at ewf@greenecop.com or call 638-4111.

Have a great week!

Special thanks to the newsletter sponsor:

	<p>We Have the Technology . . .</p> <p>We Have the Team.</p>
--	--



Greene County Partnership

* 115 Academy Street Greeneville, Tennessee 37743 * (423) 638-4111 *
Contact Us

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August 1, 2016

Greetings!

Take a look at what's going on at the Partnership!

Chamber News

Golf Shoot-Out

Twenty-one teams have committed to play in the Partnership's 22nd Annual Golf Shoot-Out at Link Hills Country Club August 11. Reservations are still open at a cost of \$150 per player or \$600 per team. The tournament will feature a longest, most accurate drive, a putting contest and contests on all par three holes. The grand prize for a hole-in-one on number 16 will be an all-inclusive seven-day stay for two at Sandals Emerald Bay Resort and Golf Club in Exuma, Bahamas. Title sponsors for the tournament are C&C Milwright Maintenance and DTR Tennessee. For more information or to register contact Vickie Andrew at the Partnership. Registration forms are available on the Partnership website, www.greenecountypartnership.com or at the Partnership office at 115 Academy Street.

August Membership Breakfast

Don't forget to RSVP for the August Membership Breakfast scheduled for Tuesday, August 9, at 7:30 a.m. at the General Morgan Inn and Conference Center. Walters State Community College will be the sponsor and the cost is \$3 with reservations, \$8 without. Email gcp@greenecop.com or call 638-4111 to RSVP by Friday, August 5.

September Member Emailing

Space is available for the September Member Emailing! The deadline to submit a one-page PDF file is Friday, September 2, and the cost is \$100. This is a great opportunity to market products or businesses. Contact Lori Dowell at the Partnership for more information.

Door Prizes For Membership Breakfasts

Those interested in donating door prizes for the Partnership's monthly Membership Breakfasts should contact Lori Dowell at 638-4111 or email gcp@greenecop.com.

Greene County Youth Leadership

Forty-seven students have been selected for the 2016-17 Greene County Youth Leadership Program that begins this month. Students from Chuckey-Doak High School are Ashlyn Cobble, Kristen Dixon, Erica Lamb, Troy Phillips, Brittney Ramsey, Ondreea Shelton, Taylor Southerland and Logann Starnes; from Greeneville High School, Riley Alexander, Nishant Bakshi, Nancy-Katherine Burkey, Allison Chudina, Wyatt Cook, Ethan Ellis, Ashtyn Hill, Gray Hull, Thomas Hyde, Gabriella Lay, Addie Leonard, Kya Locklear, Sam McNeese, Summer O'Dell, Ellie Pectol, Erin Perry, Jessica Sallah, Maggie Shelton, Ali Shepherd, Elise Steele and Brandon Waddell; from North Greene

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High School, Samantha Cortner, Wesley Dotson, Sarah Maupin, Evan Pierce, Zane Potter, Austin Rector, Katelynn Rector, Harlee Starcher and Abby Weems; from South Greene High School, Lyndsey Cutshaw, Katelynn Franklin, Cierra Linka, Caitlin Lunsford, Jake Standridge, Braelyn Wykle and Kinsley Wykle; from West Greene High School, Justice Janeway; and from HomeLife Academy, Jaxin Annett. The program will kick off with a day-long retreat at The Oaks on August 2. For more information, contact Jennifer Wilder.

Tourism News

Tourism To Host New NETTA Director

Tourism will host Northeast Tennessee Tourism Association's new Executive Director Alicia Phelps for a tour of our community Thursday, August 4. The day will consist of touring some local attractions, businesses and lunch with community members. Alicia is visiting all of NETTA's core tourism and convention and visitors bureau agencies to better familiarize herself with the region and how she can more accurately promote the area.

Three-Star Tourism Enhancement Grant

Tourism and its Sports Council congratulates Helen Smith and the Greene County Tennis Center on receiving one of the first ever Tourism Enhancement Grants, funded jointly by the Tennessee Department of Economic and Community Development and the Tennessee Department of Tourist Development with assistance from the Appalachian Regional Commission. Economic and Community Development Commissioner Randy Boyd announced that 29 communities will receive more than \$999,000 in Tourism Enhancement Grants to assist with tourism infrastructure. The grants assist counties and cities in improving local assets to increase the economic impact of tourism.

Google Workshop And Lab

Tourism's "Get Your Business Google-ized" workshop and the associated "Get Your Business Online" lab hosted 24 local businesses, attractions and tourism professionals Wednesday, July 20. Speakers Sandi and Wayne Sturm educated the group on inbound and outbound marketing, how to create content, who is the ideal client and much more. Attendees were also able to "verify" their business on Google during the workshop. Special thanks to Tusculum College and Walters State Community College for their sponsorships which enabled participants to attend at no cost. Tourism would also like to thank Andrew Johnson Bank for sponsoring the lunch and Trey Youngblood/Farm Bureau agent for sponsoring the morning and afternoon refreshments. Tourism continues to work with Mark Bays and the Small Business and Development Center at East Tennessee State University on future workshops.

Education & Workforce Development News

Teacher Supply Depot Opening

Certified teachers in the Greeneville and Greene County school systems will have the opportunity to shop for free classroom supplies Tuesday, August 2, at the opening of the Greene County Partnership Education and Workforce Development Department's Teacher Supply Depot. Free supplies will be distributed to the teachers Tuesday from 3 to 6 p.m. at Laughlin Memorial Hospital in Medical Office Building No. 2. In order to accommodate four to five teachers at a time, teachers are urged to attend unaccompanied because of limited space at the depot. For more information or to donate to the depot, contact Education and Workforce Development Director Rebeckah Ball at 638-4111 or email ewf@greenecop.com.

Walmart Pre-Bagged TSD Supplies Now Available For Purchase

Walmart SuperCenter is supporting the Greene County Partnership's Teacher Supply Depot by pre-bagging school supplies that can be purchased by shoppers wanting to help local certified city and county teachers and their students. The pre-bagged school supply campaign begins July 28, will continue through tax free weekend and will end August 15. The TSD accepts donations year-round. Anyone interested in donating to the depot should contact Rebeckah Ball at ewf@greenecop.com or call 423-638-4111.

Have a great week!

ELECTION OF NOTARIES

Mayor Crum asked for County Clerk Lori Bryant to read the list of names requesting to be notaries to the Commission. A motion was made by Commissioner Clemmer and seconded by Commissioner Carpenter to approve the notary list.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; 0 – nay; and 0 – absent. The Commissioners voted in favor of the motion to approve the notaries.

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
NOTARY PUBLIC DURING THE AUGUST 15, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. ASHLEY ABEL	1125 STONECREST COURT JOHNSON CITY TN 37604	423-202-2976	430 AIRPORT ROAD GREENEVILLE TN 37744	423-636-7009	FORWARD AIR, INC.
2. MALINDA M HENSLEY	865 OLD JONESBORO RD CHUCKEY TN 37641	423-639-8923	60 SHILOH RD GREENEVILLE TN 37743	423-636-7445	RLI SURETY
3. PAMELA H HUGHES	655 DOAK HENSLEY ROAD AFTON TN 37616	423-234-0245	188 STATE ST. GREENEVILLE TN 37743	423-638-4022	TOMAS R. BROWN CHARLIE A BROWN
4. GAIL D JEFFERS	970 CM JONES ROAD GREENEVILLE TN 37745	693-1414	PO BOX 1358 GREENEVILLE TN 37744	798-1785	
5. BERNETA O JOHNSON	705 WESLEY AVE GREENEVILLE TN 37743	-	1205 BANNER HILL ROAD ERWIN TN 37650	-	
6. SHELLY A JOHNSON	8865 OLD STAGE ROAD LIMESTONE TN 37681	423-639-1211	118 S. MAIN STREET GREENEVILLE TN 37743	423-639-7851	LINDA THOMAS WOOLSEY ROGER ALAN WOOLSEY GREENEVILLE HOUSING AUTHORITY REBECCA MOYER WILTON CHAPMAN
7. JEAN M KERNS	104 COLLEGEVIEW DR. GREENEVILLE TN 37745	937-441-1397	PO BOX 279 GREENEVILLE TN 37744	423-638-3111	
8. LISA L. KIDWELL 3060100	105 HAMPTON COURT GREENEVILLE TN 37745	423-306-0100	124 AUSTIN STREET, SUITE 3 GREENEVILLE TN 37745	423-787-1450	YES
9. BECKY MURPHY	1400 BRITTON TOWN ROAD AFTON TN 37616	423-234-2397	199 POTTERTOWN RD MIDWAY TN 37809	423-422-4454	
10. STEPHANIE YVONNE SHELTON	109 BLAZER LN GREENEVILLE TN 37743	423-638-8163	913 TUSCULUM BLVD GREENEVILLE TN 37745	423-639-0288	STEPHANIE SHELTON
11. SUZANNE SPRADLIN	224 TAMARA LN GREENEVILLE TN 37743	2798-4952	124 AUSTIN ST STE 2 GREENEVILLE TN 37745	787 1458	


 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

8/21/16

DATE

OLD BUSINESS

A. A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25) YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-201(A)(2)

A motion was made by Commissioner Collins and seconded by Commissioner Quillen to approve a resolution to approve a resolution to establish a mandatory retirement age requirement pursuant to Tennessee Code Annotated, Section 8-36-205, to authorize the payment of the supplemental bridge benefit pursuant to Tennessee Code Annotated, Section 8-36-211, and to authorize Group 1 members who have creditable service in a Group 1 position covered by such mandatory age retirement to retire on service on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service pursuant to Tennessee Code Annotated, Section 8-36-201(A)(2).

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Clemmer, Cobble, Collins, Kesterson, McAmis, Morrison, Neas, Patterson, Peters, Quillen, Randolph, Tucker, and Waddell voted yes. Commissioners Carpenter, Jennings, Miller, Parton, Shelton, Waddle, and White voted no. The vote was 14 – aye; 7 – nay; 0 – absent. The motion to approve the resolution passed.

A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25) YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-201(A)(2).

WHEREAS, Tennessee Code Annotated, Section 8-36-205 provides that any political subdivision participating in the Tennessee Consolidated Retirement System may establish a mandatory retirement age requirement for all its firefighters and police officer (law enforcement officers) and for all its employees who have been transferred from such a position to a supervisory or administrative position within the political subdivision's police (sheriff) or fire department;
provided that:

- (A) the mandatory retirement of any such employee does not violate the Age Discrimination in Employment Act. In case of doubt, the respective political subdivision shall determine whether the employee is employed in a position requiring the mandatory retirement of such employee under the provisions of Tennessee Code Annotated, Section 8-36-205(a)(2);
- (B) the terms and conditions of the requirement shall be the same for all such employees within its employ;
- (C) the mandatory age requirement *shall not be less than* sixty (60) years of age;
- (D) each such employee shall be retired on the first day of the month following the month in which the employee attains the age requirement established by the political subdivision;
- (E) if the mandatory age requirement established by the political subdivision is less than the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act (42 U.S.C. §§ 401-425), each such employee shall be entitled to the supplemental bridge benefit established pursuant to Tennessee Code Annotated, Section 8-36-211; and
- (F) the chief governing body of the political subdivision passes a resolution authorizing the establishment of the mandatory retirement age requirement, and if the

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A.

mandatory age requirement established by the political subdivision is less than the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act, the political subdivision accepts the liability associated with the granting of the supplemental bridge benefit. All costs associated with providing the supplemental benefit shall be paid by the political subdivision and not by the State; and

WHEREAS, Tennessee Code Annotated, Section 8-36-201(a)(2) further authorizes any political subdivision that establishes a mandatory retirement age requirement that is sixty (60) years of age or older, but less than sixty-two (62), to permit Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service, provided that the service retirement benefits be based on the years of creditable service rendered and the average final compensation received while the Group 1 member served in a Group 1 position covered by the mandatory retirement provisions. All other service shall be calculated under the reduced (early) retirement provisions; and

WHEREAS, the Greene County Legislative Body desires to establish a mandatory retirement age requirement pursuant to Tennessee Code Annotated, Section 8-36-205, to grant the supplemental bridge benefit pursuant to Tennessee Code Annotated, Section 8-36-211, and to allow Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits pursuant to Tennessee Code Annotated, Section 8-36-201(a)(2); and

WHEREAS, it is acknowledged that the costs associated with the granting of the supplemental bridge benefit pursuant to Tennessee Code Annotated, Section 8-36-211 and of service retirement benefits pursuant to Tennessee Code Annotated, Section 8-36-201(a)(2) shall increase its accrued liability rate by three and one half percent (3½%) of the covered payroll of the affected employees; and

WHEREAS, it is further acknowledged that *if* the mandatory retirement age requirement established by the Political Subdivision is sixty (60) years of age or older, but less than sixty-two (62), the political subdivision shall determine whether any employee subject to such retirement age requirement serves in a supervisory or administrative position which

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requires less than fifty percent (50%) of the employee's duties to be involved in day-today law enforcement or firefighting activities. If the Political Subdivision makes any such determination, then the employee may continue in service until the first day of the month following the month in which the employee attains sixty-two (62) years of age; provided such employee completes any form as may be required pursuant to Tennessee Code Annotated, Section 8-36-211 and files the same at the time and in the manner prescribed in Section 8-36-211.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 15th day of August, 2016, a quorum being present and a majority voting in the affirmative that Greene County Government establishes a mandatory retirement age requirement of sixty (60) for all its firefighters and police officer (law enforcement officers), and for all its employees who have been transferred from such a position to a supervisory or administrative position within the political subdivision's police (sheriff) or fire department subject to the terms and conditions of Tennessee Code Annotated, Section 8-36-205.

BE IT FURTHER RESOLVED, that the supplemental bridge benefit established pursuant to Tennessee Code Annotated, Section 8-36-211 be paid to each Group 1 member who retires on a service retirement allowance on or after the attainment of age fifty-five (55) with creditable service in a Group 1 position covered by the mandatory retirement age requirement established pursuant to this resolution and hereby agrees to accept the associated liability. Said payment to be made until the first day of the month following the month in which the member dies, or until the first day of the month following the month in which the member reaches the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act.

BE IT FURTHER RESOLVED, that Greene County Government authorizes its Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service, provided that the service retirement benefits be based on the years of creditable service rendered and the average final

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mandatory retirement provisions. All other service shall be calculated under the reduced (early) retirement provisions.

BE IT FURTHER RESOLVED, that Greene County does not currently employ firefighters and therefore the provision of this resolution only applies to eligible police officer (law enforcement officers). However, if Greene County Government should employ firefighters in the future, the provisions of this Resolution shall apply equally to its firefighters.

BE IT FURTHER RESOLVED, that the effective date of this Resolution shall be on September 1, 2016 with a transitional deferral date of July 1, 2018 for the enforcement of the mandatory retirement age requirement (which date cannot be later than the July 1 following twelve (12) months after the effective date of the resolution). Any such deferral period shall not apply to any other provisions of this Resolution, such provisions being effective on the effective date of this Resolution.

Sharron Collins
Sponsor

David Lee Crum
County Mayor

Lore Bryant
County Clerk

Roger A. Woolsey
County Attorney

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**B. A RESOLUTION TO APPROVE PROGRAM POLICIES AND
PROCEDURES FOR THE HOME GRANT PROGRAM BY THE
TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA)**

A motion was made by Commissioner Peters and seconded by Commissioner Collins to approve a resolution to approve program policies and procedures for the Home Grant Program by the Tennessee Housing Development Agency (THDA).

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; 0 – nay; and 0 – absent. The motion to approve the resolution passed.

**RESOLUTION TO APPROVE PROGRAM POLICIES AND PROCEDURES FOR THE
HOME GRANT PROGRAM BY THE TENNESSEE HOUSING DEVELOPMENT
AGENCY (THDA)**

WHEREAS, Greene County has received funding from the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low and very low income persons; and

WHEREAS, the County desires to provide housing rehabilitation services to these residents in and equitable and consistent manner; and

WHEREAS, the County Commissioners understands that it must approve program policies and procedures for this grant to ensure equitable and consistent housing rehabilitation services.

NOW, THEREFORE, BE IT RESOLVED, that the Greene County Commission meeting in regular session on the 15th day of August, 2016, a quorum being present and a majority voting in the affirmative, does hereby authorize the approval of the document, "Program Policies and Procedures for the Greene County 2015 HOME Program" (H0-1). (Attached as Exhibit "A")

BE IT FURTHER RESOLVED, that the County Commission does hereby authorize the First Tennessee Development District to provide administrative services in the manner accorded in these policies.

Zak Neas

Sponsor

Leri Bryant
County Clerk

Dan LaCava
County Mayor

Roger A. Woolsey
County Attorney

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B.

**PROGRAM POLICIES AND PROCEDURES FOR
GREENE COUNTY 2015 HOME PROGRAM****1. PURPOSE**

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound and sanitary.

2. AUTHORITY

The legal authority for this rehabilitation program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

3. PROGRAM RESOURCES

The source of funds for the undertaking of rehabilitation activities is a grant in the amount of **\$500,000** which Greene County has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

4. APPLICABLE LAWS

The local governing bodies, contractors, sub-contractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358)
2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), (46 CFR Part 24, and 24 CFR 92.353)
3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.

4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92-352.
5. Equal Opportunity Provisions and Fair Housing, 42 CFR 92.350.
6. Affirmative Marketing, 24 CFR 92.351.
7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
8. Conflict of Interest Provisions, 24 CFR 85.36 and OMB Circular A-110, and 24 CFR 92.356.
9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
10. Intergovernmental Review of Federal Programs, Executive Order 112372 and 24 CFR 92.359.
11. Drug-Free Workplace, 24 CFR part 24, subpart F.
12. Standard Equal Opportunity Construction Contract Specifications.
13. Certification on Non-segregated Facilities for Contracts Over \$10,000.
14. Title VI of Civil Rights Act of 1964 Provisions.
15. Section 109 of Housing and Community Development Act of 1974 Provisions.
16. Section 3 Compliance Provisions.
17. Age Discrimination Act of 1975 Provisions.
18. Section 504 Affirmative Action for Handicapped Provisions.
19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program.

5. ELIGIBILITY REQUIREMENTS

- A. **APPLICANT ELIGIBILITY CRITERIA** - The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:
1. The applicant must be low or very low income as defined by Section 8 income requirements.
 2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year, and must occupy the property as his or her principle residence.

3. The applicant's ownership must be in the form of fee simple title, or a 99-year leasehold. The title must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.
4. The applicant must voluntarily apply for assistance.
5. All applicants must reside within Greene County (including Greeneville); all property taxes must be paid and up to date.
6. The applicant must demonstrate the ability to maintain their residence in areas of on-going maintenance and repairs, safety hazards, and health/cleanliness issues.
7. The applicant must maintain homeowner's insurance covering structure replacement during the grant compliance period.
8. The applicant acknowledges that resources (family/friends) are readily available if temporary relocation is necessary during the rehabilitation construction period.
9. The County will give first priority to those applicants remaining on the waiting list from prior HOME grant program applicants.

6. INCOME ELIGIBILITY

- A. ANNUAL INCOME (GROSS INCOME)** - The HOME program uses the income definitions of the Section 8 program in determining the annual income (gross income) used to classify a household for purposes of eligibility. Annual income means all amounts, monetary or not, which:
1. Go to, or on behalf, of, the family head or spouse (even if temporarily absent) or to any other family member;
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future* or *expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period; and
 3. Which are not specifically excluded in paragraph G (Income Exclusions) below.
 4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
 5. **MONTHLY GROSS INCOME** – Monthly gross income is Annual Gross Income divided by 12 months.
- B. ASSETS** - In general terms, an asset is a cash or noncash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is,

however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. **MARKET VALUE** - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
2. **CASH VALUE** - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
 - a. Penalties or fees for converting financial holding. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
 - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.
 - c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.

C. INCOME FROM ASSETS - The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest of dividends from an asset, the interest or dividends is still counted as income.

1. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.
 - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or
 - b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRA 1099 form showing past interest earned can be used.
 - c. Checking account balances (as well as savings account balances) are considered an asset. This is recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.
2. Assets above and below \$5,000 are treated differently.
 - a. If the family's assets are \$5,000 or less, actual income from assets (e.g.,

interest on checking account) is counted as annual income.

- b. If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
 - i. actual income from assets, or
 - ii. imputed income from assets based on a passbook rate applied to the cash value of all assets.
3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
 - a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.
 - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation are not included in this calculation.
 - c. These procedures are followed to eliminate the need for assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

D. ASSETS INCLUDE:

1. Amounts in savings accounts and six month average balance of checking accounts.
2. Stocks, bonds, savings certificates, money market funds and other investments accounts.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*
4. The cash value of trusts that are available to the household.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in penalty.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.

7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

E. ASSETS DO NOT INCLUDE:

1. Necessary personal property, except as noted in E(1)(I) above.
2. Interest in Indian Trust lands.
3. Assets that are part of an active business or farming operation.

NOTE: Rental Properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenants main occupation.

4. Assets not accessible to the family which provide no income to the family.
5. Vehicles especially equipped for the handicapped.
6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

F. INCOME INCLUSIONS - The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as

authorized in paragraph (B)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook saving rate, as determined by HUD.

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, workers compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from on application of the percentage.
7. Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces.

G. INCOME EXCLUSIONS - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (C)(5) above);

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8.
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
 - d. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goal and objectives, and are excluded on for the period during which the family member participates in the employment training program.
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program provided employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state, or local law during the exclusion period.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on a dwelling unit.

16. Amounts paid by a state agency to a family with a developmentally disabled family members living at home to offset the cost of services and equipment needed to keep the developmentally disabled family members at home; or
17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents, Program, youthful offenders incarceration alternatives, senior companions);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
 - e. Payments or allowances made under the department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - h. The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commissioner or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
 - I. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
 - j. Payment received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
 - k. Any earned income tax credit to the extent it exceeds income tax liability;
 - l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.);

- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Payments received under the Main Indian Claims Settlement Act of 1980.

H. TIMING OF INCOME CERTIFICATIONS - All household that receive HOME assistance must be income eligible. At a minimum, income certification must be completed before assistance begins. A preliminary determination of eligibility may be made much earlier in the process.

- 1. Application processing is labor intensive. Early screening for income eligibility can eliminate excessive work in processing an ineligible applicant.
- 2. Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. Generally, the HOME Program permits verification dated no earlier than 6 months prior to eligibility.
- 4. The Grantee must calculate the annual income of the household by projecting the prevailing rate of income of the family at the time the Grantee determines that the family is income eligible. The Grantee is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six months has elapsed since the Grantee determined that the family qualified as income eligible.

I. INCOME VERIFICATION - Grantees must verify and retain documentation of all information collected to determine a household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

- 1. **THIRD-PARTY VERIFICATION** - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.
 - a. To conduct third party verifications, a Grantee must obtain a written release from the household that authorized the third party to release required information.
 - b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.
- 2. **REVIEW OF DOCUMENTS** - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

5. **APPLICANT CERTIFICATION** - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from “odd jobs” paid for in cash.

Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant’s past history. The Grantee can review the previous year’s income tax return to determine if the current year’s income is consistent with activity for the previous year.

J. CALCULATION METHODOLOGIES - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid “twice a month” may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant’s income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9 or 12- month period.

K. DETERMINING WHOSE INCOME TO COUNT - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted*:

1. **INCOME OF LIVE-IN AIDES** - If a household includes a paid live-in aide (whether paid by the family or social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide).
2. **INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN** - Foster children are not counted as family members when determining family size to compare with the Income Limits. Thus, the income a household receives for the care of foster children is not included; and
3. **EARNED INCOME OF MINORS** - Earned income of minors (age 17 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
4. **TEMPORARILY ABSENT FAMILY MEMBERS** - The income of temporarily absent

family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the State. He keeps \$200/week for expenses and send \$400/week home to his family. The entire \$600/week is counted in the family's income.

5. **ADULT STUDENTS LIVING AWAY FROM HOME** - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income.
6. **PERMANENTLY ABSENT FAMILY MEMBER** - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of the household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

7. ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED
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A. DEFINITIONS - The following are definitions of the various terms used with respect to eligibility requirements of property to be rehabilitated.

1. **DWELLING UNIT** - A housing structure which is used entirely for residential purposes.
2. **SINGLE FAMILY** - Designed for single-family use, although more than one family may be residing therein, if every resident has access to all parts of the structure.
3. **SUBSTANDARD** - Failing to meet the minimum housing requirements as set forth in the housing code of the Community or the SBCCI, HQS as defined by HUD, or as defined by the application.

B. ELIGIBILITY CRITERIA

1. The minimum HOME expenditure per unit must exceed \$1,000.
2. The dwelling unit must be located within the designated area as outlined in the application.
3. The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a codes inspector.
4. The dwelling unit must not lie within a 100-year floodplain.
5. Vacant dwelling may be eligible if their owners are eligible, if the dwelling has been vacant due to its substandard conditions, and if the owner will occupy the vacant dwelling upon completion.

8. RATING SYSTEM FOR RANKING OF APPLICANTS

- A. The awarding of rehabilitation grants to eligible applicants will be based on priority according to which households are in greatest need for housing assistance. Houses will be rehabilitated in descending order, the household with most need first, the next household second, and so on until the funds are expended.
- B. The rating system is based on points. The most needy household will have the highest number of points. Information for determination of points is taken from the applications (HO-3) submitted by the homeowner. Each application shall be rated according to:

1. INCOME/FAMILY SIZE

Family Size	Annual Income
1	\$ 26,000
2	\$ 29,700
3	\$ 33,400
4	\$ 37,100
5	\$ 40,100
6	\$ 43,050
7	\$ 46,050
8	\$ 49,000

Greene County, updated 6/06/16

If the income based on family size is less than the stated figure, the household will receive extra points.

If 80% to 99% less -	add 70 points
If 60% to 79% less -	add 60 points
If 40% to 59% less -	add 40 points
If less than 39% -	add 20 points

2. NUMBER IN HOUSEHOLD

1 Person Household.....	5 points
2 Person Household.....	10 points
3 Person Household.....	15 points
4 Person Household.....	20 points
5 Person Household.....	25 points
6 Person Household.....	30 points
7 Person Household.....	35 points
8 Person Household.....	40 points

3. **NUMBER OF ELDERLY -** 10 points per person
For each household member at least 62 years old at time of application

4. **NUMBER OF HANDICAPPED OR DISABLED -** 10 points per person
Household members receiving disability benefits from Social Security, a pension program, life

insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

5. **FEMALE HEAD OF HOUSEHOLD -** 10 points per household
6. **NUMBER OF PERSONS 18 YEARS OLD OR YOUNGER -** 10 points per person
7. **CONDITION OF THE DWELLING STRUCTURE**

Standard	No points
Substandard	0 - 74
Life threatening	75 points

In the case of a tie between two or more applicants' point totals, these households will be ranked by their combined score in the income, number of elderly and number of handicapped scoring categories.

9. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS

- A. **DETERMINATION OF THE AMOUNT OF THE GRANT -** The amount of a rehabilitation grant that an applicant may receive will not exceed:

1. The actual and approved cost of the repairs and improvements necessary to make the dwelling unit conform to the housing standards adopted by the Grantee and THDA.
2. The amount and structure of the grant must be consistent with the application submitted to THDA.
3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verifications and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

- B. **STRUCTURE OF FINANCIAL ASSISTANCE -** HOME funds are used to make forgivable grants to property owners to cover the full cost of needed rehabilitation work.

1. To prevent owners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligations is forgiven each year they live on the property.
2. Repayment of the rehabilitation grant shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0-12 months	100%	repayment
after one (1) year	80%	repayment
after two (2) years	60%	repayment
after three (3) years	40%	repayment

after four (4) years	20%	repayment
after five (5) years	0%	repayment

3. The property owner must sign a Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.
4. In case of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. If the heirs sell or rent the property, if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle estate, the grant must be repaid into the State's HOME account, less any forgivable portion.

C. SUBORDINATION POLICY

When a homeowner requests that the County subordinate to a new amount due to the refinancing of their mortgage, the County may subordinate if:

1. The reason for refinancing is to:
 - a. Make home improvements (upgrade the condition of the home).
 - b. Improve the homeowner's rate of interest by at least one percent.
 - c. Change terms from a variable interest rate to a reasonable fixed rate.
 - d. Eliminate a balloon payment feature at the end of a specified number of years.
 - e. Cash outs are not allowed except for in a. above.
2. The new appraisal on the home must exceed the amount of the new mortgage plus the amount of the County's grant.
3. There will be a \$150 fee imposed to the homeowner, due from refinancing proceeds.
4. Unless unusual circumstances exist, the County will not subordinate more than once.
5. The financial institution will prepare the Subordination Agreement for the County Mayor's signature, have it recorded and provide a copy to the County's Program Administrator.
6. The financial institution will provide the County's Program Administrator with a copy of the new appraisal and the Settlement Statement.
7. The County's Program Administrator shall be responsible for administering these Subordination Policies. Any matters that fall outside the parameters of this policy shall be decided by the County Mayor.

D. OTHER GRANT CONDITIONS - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.
2. Furnish complete, truthful and proper information as needed to determine eligibility for

receipt of rehabilitation grant money.

3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out promptly.
5. The property owner agrees to maintain their newly rehabilitated structure to a minimum level as expected by local codes and provisions. This agreement will last the lifetime of the contractual agreements as outlined in the Grant Note and Deed of Trust.

10. ELIGIBLE REHABILITATION ACTIVITIES

A. INTRODUCTION - A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the local housing codes adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.

B. ELIGIBLE COSTS

1. **EXISTING CODE VIOLATIONS** - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified housing inspector and formalized in an individualized housing report.
2. **INCIPIENT CODE VIOLATIONS** - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become code violations. Costs to correct these potential violations are eligible costs.
3. **PERMITS AND FEES** - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.
4. **EQUIPMENT** - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, sanitary and healthy environment. These include such items as heating furnace, hot water heater, electrical and sanitary fixtures, kitchen stove, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a \$450 maximum expenditure (including taxes and delivery) for a kitchen stove, and an \$800 maximum expenditure (including taxes and delivery) for a refrigerator.

5. **HANDICAPPED** - Special alterations or costs related with making the dwelling more convenient or accessible for handicapped persons is an eligible cost. All work performance in these units must comply with all applicable codes as well as all Federal and State regulations.
6. **LEAD-BASED PAINT** - All costs associated with the abatement of lead-based paint hazards must comply with 24 CFR 92.355.
7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS** - All costs related to the demolition of existing structures and provide utility connections are to comply with SS92.206(a)3.
8. **DEMOLITION OR REMOVAL OF MANUFACTURED HOUSING UNITS (MOBILE HOMES)** – When replacing a manufactured housing unit with a new manufactured housing unit, the work write-up must explain how the substandard unit will be disposed of. If the substandard unit is to be taken to a dump site, then the contractor must supply the Grantee with a receipt or certification verifying that the unit was disposed of properly.
9. **EXTERIOR PAINTING** - Exterior painting is an eligible cost when it is necessary to maintain watertight exterior on the dwelling.
10. **GUTTERS** - Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.
11. **OTHER COSTS** - Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary for the safety, health and general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in the Federal Register SS92.206. In cases of extreme hardship or unusual circumstances, limited assistance could be included for temporary relocation of the homeowner or storage costs; the Grantee and Program Administrator will make decision on a case-by-case basis.

C. INELIGIBLE COSTS -

1. Renovation of dilapidated out buildings.
2. Appliances, not required by code standards.
3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
4. All items as outlined in CFR 92.214.

D. RECONSTRUCTION HOUSING - Prior to authorizing new dwellings, construction under the "Reconstruction" provisions of the HOME Program, the Grantee must determine if reconstruction is the more cost effective use of HOME funds.

1. When reconstruction is recommended, a completed HO-6, along with supporting documentation (a checklist or narrative stating deficiencies in the existing structure) and photographs must be submitted to THDA for review. If THDA concurs with the determination, written permission to proceed will be provided.
2. **REPLACEMENT HOME GUIDELINES** - The intent of a reconstruction activity is to provide assistance to homeowners who might not otherwise be helped due to the prohibitive cost of rehabilitating their existing home. A replacement home, if deemed the most cost-effective solution to the housing deficiencies, shall be prescribed by the grantee.
 1. Rehabilitation spending beyond reasonable limits on an existing home is not authorized if a replacement home is refused by the homeowner.
 2. A replacement home does not necessarily have to meet the same requirements as the existing home in terms of square footage, number of bedrooms/bathrooms or other design/amenity considerations.
 3. The replacement home must provide all permanent residents of the home with safe, decent, and sanitary housing within the terms of the CABO One and Two Family Dwelling Code (1995 edition), and/or local codes as applicable.

11. HOUSING REHABILITATION SPECIFICATIONS
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- A. **INTRODUCTION** - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the minimum code adopted by the Grantee, and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:
 1. Inspect the property and prepare an inspection list noting code deficiencies.
 2. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
 3. Prepare a work write-up and cost estimate as a basis for a rehabilitation grant and for the bid process in contracting for the rehabilitation work and lead-paint hazard reduction activities.
- B. **PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST** - The Grantee will have the property inspected by the Community and have a report prepared that identifies each deficiency with respect to the housing code adopted by the Community. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. These reports provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.

- C. WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the code inspection and itemizes all the rehabilitation work to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit for the contractor.
1. **DUAL-USE OF WORK WRITE-UP** - The write-up will be detailed and specific in style. Each item will be identified as correcting a code violation, meeting a code requirement, or an eligible cost under the grant. This same write-up without the cost estimate will serve as a part of the specifications for the construction contract documents.
 2. **ITEMIZING COSTS** - Each item of work and its estimated cost will be identified in the work write-up as either correcting a code violation, meeting a code requirement, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.
 3. **OWNER PREFERENCE** - A work write-up need not contain details that have no significant effect on cost, such as color, style or pattern. The term "to be selected by owner" may be used appropriately.
- D. CONSULTATION WITH HOMEOWNER/APPLICANT** - The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a code violation, meeting a code requirement or an eligible activity can be funded by the grant. The homeowner must understand that "general property improvements" or "cosmetic" improvements are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the rehabilitation contract which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.
- E. CLEARLY WRITTEN SPECIFICATIONS** - The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.
1. Each specification will show the nature and location of the work and the quantity and type of material required.
 3. The specifications will refer to manufacturers' brand names and association standards to identify quality of material and equipment and may make provision for acceptable substitutes or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

12. CONTRACTING FOR REHABILITATION WORK

- A. INTRODUCTION** - This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.
1. **FORM OF CONTRACT** - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specification by reference, the work write-up which specifies the work to be done, and the existing code violations.
 2. **USE OF ALTERNATES** - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
 3. **PROCUREMENT OF BIDS** - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.
 4. The term "CONTRACTOR" applies to the firm bidding on work or receives an award and could be interpreted as a Licensed General Contractor, Licensed Remodeling Contractor, Project Management Firm, Licensed Mobile Home Manufacturers Retailer/Installer, or other applicable business vendor as pertains to the work being placed for bid.
- B. GENERAL CONDITIONS** - The bid package will include the following:
1. The address, time and date by which the bid should be submitted by the contractor
 2. A provision that the bid be accepted by the homeowner within a specified length of time
 3. A provision that the contractor start work within a specified length of time
 4. A statement concerning the acceptability of progress payments
 5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee receives the contractor's invoice and release of liens, and claims for liens by the subcontractor, laborers and material suppliers for completed work or supplied materials.
 6. Provisions that the contractor will be required to:
 - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

- b. Perform all work in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.
- c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
- d. Not assign the contract without written consent of the Grantee and homeowner.
- e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
- f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
- g. A provision that the contractor may use existing utilities without payment during the course of the work.

C. INSURANCE –

1. The Contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workman's Compensation Laws.
2. The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance. This insurance will be in an amount not less than \$100,000 for injuries including accidental death to any one person and for one accident, and to protect the contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.
3. The contractor shall carry during the life of the contract Property Damage Insurance in the amount of not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.
4. Before commencing work, the contractor shall submit evidence of the coverage required to the Grantee. A certificate of insurance shall be presented as the evidence.

NOTE: The Grantee is advised to consult with its attorney to insure that the extent, limit and amount of contractors insurance is consistent with the scope of the project and current State law.

D. WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS -The specifications, based on the code inspection, the work write-up and illustrative sketches, if any, covering the specific

rehabilitation work for each property to be rehabilitated will be prepared by the Grantee. The specifications will:

1. Clearly identify the code violation;
2. Specify work to correct those violations;
3. Include the Grantee's estimated cost for rehabilitation;
4. Note any unusual features or limitations; and
5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.

E. INELIGIBLE CONTRACTORS - The Grantee may determine a contractor ineligible to bid on projects when:

1. The Contractor is listed on the Federal Debarred list.
2. There is documented proof that the contractor has not paid material suppliers.
3. That the contractor has not completed projects within the allotted time frame.
4. There exist complaints by homeowners about quality of work and performance.

F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

1. Announce program and advertise for contractors in local and/or regional newspapers at the beginning of the program and once each year thereafter.
2. The Grantee will accept applications from contractors throughout the life of the program.
3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
4. The Grantee will notify in a timely fashion in writing all contractors on list when bid packages are available.
5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

G. SELECTION OF A SUCCESSFUL BIDDER - The opening of the sealed bids must meet these conditions:

1. The opening must be open to the public.
2. The lowest bid will prevail unless it falls under or over previously established limits as determined by the Grantee's cost estimate.

3. There must be **at least three competitive bids** by eligible contractors.
4. Minutes of the award and bid tabulations should be appropriately filed.
5. Questions concerning contractor eligibility shall be decided prior to opening bids.
6. Notify THDA to determine if contractors are debarred or not.
7. The Grantee may limit the number of bids awarded to any one contractor at any one bid, based upon the contractor's demonstrated limited manpower and resources.
8. If all bids exceed the amount of the construction budget, the Grantee may not negotiate solely with the low bidder. The project can be rebid or changed in scope. If the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.
9. If there are not at least three (3) competitive bids from eligible contractors, the project must be re-bid. If there are still not three bids after the project has been re-bid, the Grantee will contact THDA before awarding the contract.

H. AWARD OF CONSTRUCTION CONTRACT - The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

13. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK

A. RESPONSIBILITY FOR MAKING INSPECTIONS - Inspection of construction will be performed by the Grantee or it's designate as follows:

1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and plumbing codes, zoning regulations; and any other related State or local laws and ordinances.
2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
3. Written notices of inspections shall be filed appropriately.

B. PROGRESS PAYMENTS - IF progress payments are allowed by the Grantee, the following condition exists: No more than one progress payment can be made and the payment will be 50% of the funds at the completion of 60% of the work.

C. FINAL PAYMENTS

1. **FINAL INSPECTION** - Upon completion of the rehabilitation work, a final inspection is held by Grantee. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the Contractor in writing (HO-17 and HO-18). When these items are completed, the contract is complete.
2. **CERTIFICATION** - After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed, the Certification of Completion and Final Inspection is prepared (FM-7). The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials, supplies, or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.
3. **NOTICE OF COMPLETION** - The Contractor shall file a Notice of Completion with the Register of Deeds in the county that the work is performed and return a certified copy to the Grantee.
4. **MAKING FINAL PAYMENT** - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee may make final payment at the time.
5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

14. GRIEVANCE PROCEDURE

- A.** The Grievance Procedure should be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
 2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
 3. Contact the THDA Community Programs Division at (615) 741-3007 should the program administrator fail to negotiate a solution.
- B. GRIEVANCE PROCEDURE** - If this fails, the program administrator will follow the grievance procedure as outline below:

1. All claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.
2. The owners and contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to an agreed upon arbitrator unless the parties mutually agree otherwise.
3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.
4. The award rendered by the arbitrator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.

C. THE WRITTEN CONTRACT - The contract and the rehabilitation specifications, along with the housing code report, provide the basic documentation by which the relative merits of any dispute will be judged.

15. MISCELLANEOUS

- A. CONFLICT OF INTEREST OF PUBLIC OFFICIALS** - No elected or appointed Federal, State and local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exemption to the conflict of interest provisions from HUD.
- B. KICKBACKS AND DISCOUNTS** - No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

**C. A RESOLUTION TO AUTHORIZE THE GREENE COUNTY MAYOR
TO INCUR COSTS FOR CONTACT ACTIVITIES FOR THE FORWARD
AIR PROJECT PRIOR TO THE AWARD OF A STATE CONTACT UNDER
THE FAST TRACT ECONOMIC DEVELOPMENT PROGRAM**

A motion was made by Commissioner Clemmer and seconded by Commissioner Patterson to approve a resolution to authorize the Greene County Mayor to incur costs for for contact activities for the Forward Air Project prior to the award of a state contact under the fast tract Economic Development Program.

Matt Garland, Greene County Partnership President/CEO, spoke to the Commissioners regarding the renovation of a portion of the former Magnavox facilities in the Chasan Industrial Complex to accommodate a move of at least some Forward Air operations to that location. This project is to generate approximately 100 Greene County jobs. Mr. Garland said the jobs would not be transfers from other areas, but new local positions. He said that Forward Air, a logistics company, is financing the move through \$1.6 million in Tennessee Economic Development funds.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; 0 – nay; and 0 – absent. The motion to approve the resolution passed.

Mayor Crum stated that Resolution D would be moved to the end of the agenda.

A RESOLUTION TO AUTHORIZE THE GREENE COUNTY MAYOR TO INCURE
COSTS FOR CONTRACT ACTIVITIES FOR THE FORWARD AIR PROJECT PRIOR TO
THE AWARD OF A STATE CONTRACT UNDER THE FAST TRACT ECONOMIC
DEVELOPMENT PROGRAM

WHEREAS, Greene County may need to incur costs for contract activities for the Forward Air Corporation project prior to the award of a State contract under the FastTrack Economic Development program ("ED"); and

WHEREAS, it is acknowledged that all ED grant activities conducted by the Greene County must comply with the procurement provisions and procedures applicable to the Greene County that Greene County is aware of these requirements, and that the County understands that violation of any of these requirements may render the ED application ineligible for approval; and

WHEREAS, it is acknowledged that State wage rates will have to be requested and included in the plans and specifications (if applicable), that the plans and specifications must be approved by EDC prior to advertising, and that ample time must be given for these reviews (if applicable); and

WHEREAS, it is acknowledged that significant delays may occur in the application review and approval process and in the preparation and execution of the State contract which is the granting instrument, and that Greene County has sufficient funds available, or will secure such funds from non-State sources, to pay all cost that may be incurred prior to the execution of the contract; that Greene county will not submit invoices to the State for payment until the ED contract has been executed; and

WHEREAS, it is acknowledged that permission to incur costs will expire 90 days after its effective date unless a complete ED application has been received by the Fast-Track-Business Development Division of the Tennessee Department of Economic and Community Development; and

WHEREAS, it is acknowledged that approval of permission to incur costs prior to grant award is not be construed as approval of the grant, that this permission merely makes it possible for a grant to be approved at a later date, and that it is possible the grant will never be awarded or may be awarded for a lesser amount than requested; and

WHEREAS, it is acknowledged that all FastTrack grants are subject to the approval of the ECD Grant & Loan Committee and that permission to incur costs, if approved, does not indicate the likelihood of such approval; and

WHEREAS, it is acknowledged that all FastTrack grants are subject to the review and approval of the Central Procurement Office and the Office of the Comptroller and that permission to incur costs, if approved, does not indicate the likelihood of such approval; and

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C.

WHEREAS, it is acknowledged that any grant over \$750,000.00 is subject to the approval of the Tennessee State Funding Board and that permission to incur costs, if approved, does not indicate the likelihood of such approval; and

WHEREAS, ECD and its staff are prohibited from providing any verbal or written assurance that a grant will be awarded and any such verbal or written assurance is void.

NOW, THEREFORE, BE IT RESOLVED that the Greene County Commission, meeting in regular session on the 15th day of August, 2016, a quorum being present and a majority voting in the affirmative, hereby does hereby authorize the County Mayor to sign documents necessary for the Tennessee Department of Economic and Community Development under its FastTrack Economic Development Grant Program to provide funds to assist Forward Air in the relocation of its local facilities prior to the award of the state contract under the Fast Track Economic Development Program.

BE IT FURTHER RESOLVED, that Greene County agrees to be responsible for those costs incurred and has sufficient funds available or will secure such funds from non-contract sources to pay all cost that may be incurred prior to the execution of the contract.

Budget and Finance Committee

Sponsor

Leri Bryant
County Clerk

David Jay Cunn
County Mayor

Roger A. Woolsey
County Attorney

Roger A. Woolsey

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**D. A RESOLUTION TO ALLOCATE FUNDS FOR IMPROVEMENTS
AT THE GREENE COUNTY HEALTH DEPARTMENT**

A motion was made by Commissioner Clemmer and seconded by Commissioner Parton to approve a resolution to allocate funds for improvements at the Greene County Health Department.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Tucker, Waddell, Waddle, and White voted yes. Commissioner Shelton voted no. The vote was 20 – aye; 1 – nay; and 0 – absent. The motion to approve the resolution passed.

Mayor Crum announced that the Commission would be going into close session.

RESOLUTION TO ALLOCATE FUNDS FOR IMPROVEMENTS AT THE GREENE
COUNTY HEALTH DEPARTMENT

WHEREAS, the State of Tennessee has approved and allocated grant funding for improvements to the Greene County Health Department; and

WHEREAS, those funds will be used to resurface the upper parking lot, reline the parking spaces and provide a covered drop-off at the entrance of the Health Department for patients of the Health Department; and

WHEREAS, the State of Tennessee Grant is in the amount of \$95,000.00 and requires a \$15,000.00 local match; and

WHEREAS, the Grant requires that Greene County allocate \$110,000.00 for said improvements and upon completion of the improvements the state will reimburse Greene County the amount of the Grant of \$95,000.00; and

WHEREAS, it appears that it would be proper to utilize the capital projects fund for the county's portion of that match and that the Greene County Health Department has reserve funding to pay for the remainder of the costs of the project which funding will be reimbursed back to the Health Department upon completion of the project of the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED that the Greene County Commission, meeting in regular session on the 15th day of August, 2016, a quorum being present and a majority voting in the affirmative, to allocate and expend \$15,000.00 from the capital projects fund 171 for capital improvements as described above to the Greene County Health Department.

BE IT FURTHER RESOLVED, that the remainder of the funding to pay for the capital improvements shall come from the Greene County Health Department reserve fund upon completion of the capital project and upon receipt of the reimbursement by the State of Tennessee in the amount of \$95,000.00 those funds will be returned to the Greene County Health Department.

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Paul Burkey

Sponsor

Keri Bryant
County Clerk

David Lee Allen
County Mayor

Roger A. Woolsey
County Attorney

D.

**E. A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO MAKE
APPLICATION TO THE STATE OF TENNESSEE DEPARTMENT
OF ENVIRONMENT AND CONSERVATION GRANT PROGRAM**

A motion was made by Commissioner Clemmer and seconded by Commissioner Peters to approve a resolution authorizing the County Mayor to make application to the State of Tennessee Department of Environment and Conservation grant program.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; 0 – nay; and 0 – absent. The motion to approve the resolution passed.

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO MAKE
APPLICATION TO THE STATE OF TENNESSEE DEPARTMENT OF
ENVIRONMENT AND CONSERVATION GRANT PROGRAM**

WHEREAS, the State of Tennessee has grant funding available for recycling equipment;
and

WHEREAS, recycling equipment grants may be used to purchase key equipment for new
recycling programs, improve and expand the operation of existing systems or prepare recyclable
materials for transport and marketing; and

WHEREAS, grants may be awarded to counties, cities, non-profit recycling organizations
and solid waste authorities to help reach or exceed the goals set forth in the Solid Waste Management
Act of 1991; and

WHEREAS, each recipient is required to prioritize its needs for capitol improvements and
match the state grant on a sliding scale basis with a local match of 30 percent in this grant required
by Greene County based on an economic index that includes factors such as per capita income and
property values in the jurisdiction to be served; and

WHEREAS, the County Legislative Body after reviewing the operations at the Greene
County Solid Waste Department has determined that a grant application be made with the
priority as follow: (1) purchase a bailer for recycling materials such as cardboard, plastic,
aluminum cans etc. (2) purchase steel bins for the Greene County School System to recycle
cardboard (3) purchase a recycling front loader truck and (4) purchase 13 compactors; and

WHEREAS, the estimated cost of each project is as follows: \$127,000.00 for the
recycling bailer, \$25,696.00 for the steel recycling bins for the Greene County School System to
recycle cardboard; \$272,000.00 for a recycling front loader truck, and \$221,000.00 for 13
compactors with Greene County being required to pay a 30% match for any and all projects
approved for grant funding: and

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E.

WHEREAS, if Greene County is awarded a grant to fund any projects above specified, Greene County is required to maintain service and usage records on vehicles and equipment purchased with grant funds for inspection and review by the Tennessee Department of Environment and Conservation.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in regular session on the 15th day of August, 2016, a quorum being present and a majority voting in the affirmative, that the County Mayor for Greene County, Tennessee is authorized to make application through the Tennessee Department of Environment and Conservation to the State of Tennessee for the Recycling Equipment Grant.

BE IT FURTHER RESOLVED that Greene County Solid Waste fund will provide local funds for the 30 percent required match for any of the above described projects funded by the grant.

BE IT FURTHER RESOLVED, that the County Mayor is authorized to enter into any and all necessary agreements and assurances to implement the application and subsequent project.

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Brad Peters
Sponsor

David Lee Carr
County Mayor

Leri Bryant
County Clerk

Roger A. Woolsey
County Attorney

F. A RESOLUTION MAKING APPROPRIATION TO THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF
GREENE COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017

A motion was made by Commissioner Peters and seconded by Commissioner Clemmer to amend a resolution making appropriation to the various funds, departments, institutions, offices, and agencies of Greene County, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

Mayor Crum called the Commissioners to vote on their keypads. The following Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Morrison, Neas, Parton, Patterson, Peters, Randolph, Tucker, and Waddell voted yes. Commissioners Miller, Quillen, Shelton, Waddle, and White voted no. The vote was 16 – aye; 5 – nay; and 0 – absent. The motion to amend the resolution passed.

Commissioner Tucker made a motion on the amendment to move \$300,000 from the General Fund into Solid Waste Fund as an operating transfer, and amendment to correct the error on page 108 of the Annual Budget on the Capital Projects Donated to the School Department to correct from \$1,807,000 to \$807,000.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, and Waddle voted yes. Commissioner White voted no. The vote was 20 – aye; 1 – nay; and 0 – absent. The motion to approve the amended resolution passed.

A motion was made by Commissioner Quillen and seconded by Commissioner Collins to amend the budget to add four additional Post-certified SROs for the county system, one for each SROs for the county system, one for each county high school, maintaining the current SRO presence. Commissioner Quillen's concept was that one SRO could be placed in each high school, with another four serving as floaters between other county schools. The floaters would be posted by the sheriff in varying school locations each day, one officer within each quadrant of the county.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Carpenter, Collins, Morrison, Neas, Patterson, Quillen, Randolph, Tucker, Waddell, and Waddle voted yes. Commissioners Burkey, Clemmer, Cobble, Jennings, Kesterson, McAmis, Miller, Parton, Peters, Shelton, and White voted no.

The vote was 10 – aye; 11- nay; and 0 absent. The motion to amend the resolution to add four additional Post-certified SROs for the county system failed.

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS
FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
GREENE COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Greene County, Tennessee, assembled in a regular session on the 15th day of August, 2016 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Greene County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2016, and ending June 30, 2017, according to the following schedule.

General Fund

General Government

County Commission	\$ 32,854
County Mayor	179,903
County Attorney	151,041
Election Commission	390,824
Register of Deeds	350,421
Codes Compliance	10,500
GIS System	23,656
County Buildings	284,738

Finance

Accounting and Budgeting	409,412
Purchasing	121,881
Property Assessor	586,849
Reappraisal Program	10,105
County Trustee	299,850
County Clerk	488,132

Administration of Justice

Circuit Court	809,044
General Sessions Court	327,215
Sessions Drug Court	62,706
Chancery Court	382,478
Juvenile Court	227,507
District Attorney General	5,100
Other Administration of Justice	9,000
Court Room Security	261,050

<u>Public Safety</u>	
Sheriff's Department	4,795,733
Special Patrols	234,367
Sexual Offender Registry	8,300
Jail	5,440,983
Juvenile Services	130,000
Emergency Management Agency	146,042
Rescue Squad	10,000
Disaster Relief	120,000
Hazardous Material Team	13,500
Inspection & Regulation	252,446
County Coroner/Medical Examiner	199,348
Other Public Safety	306,210
<u>Public Health & Welfare</u>	
Local Health Center	549,077
Rabies & Animal Control	148,963
Emergency Medical Services	4,045,754
Alcohol and Drug Program	12,500
Local Health Services-DGA Grant	556,300
Appropriation to State	81,183
Waste Pickup	91,534
Other Public Health And Welfare	90,004
<u>Social, Cultural, and Recreational</u>	
Libraries	86,000
<u>Agriculture and Natural Resources</u>	
Agricultural Extension Service	132,100
Forest Service	1,500
Soil Conservation	85,788
<u>Other General Government</u>	
Tourism	99,500
Industrial Development	99,500
Airport	80,380
Veteran's Services	80,599
Other Charges	52,515
Contributions to Other Agencies	276,560
Miscellaneous	218,500
<u>Debt Service and Other</u>	
General Government Interest On Debt	3,540
Operating Transfer Out	300,000
<i>Total General Fund</i>	<u>\$ 24,172,992</u>

Solid Waste Sanitation Fund:	
Sanitation Management	\$ 1,292,103
Waste Pickup	479,641
Convenience Centers	264,914
Transfer Stations	66,470
Total Solid Waste Sanitation Fund	\$ 2,103,128
Worker's Compensation & Liability Fund	
Risk Management	\$ 1,684,918
Transfer Out	3,540
Total Worker's Compensation & Liability Fund	\$ 1,688,458
Drug Control Fund	
Drug Enforcement	\$ 143,800
Total Drug Control Fund	\$ 143,800
Highway/Public Works Fund	
Administration	\$ 261,575
Highway & Bridge Maintenance	3,902,165
Operation & Maintenance of Equip.	1,063,563
Asphalt Plant Operations	1,846,469
Other Charges	120,502
Capital Outlay	185,000
Total Highway Fund	\$ 7,379,274
General Debt Service Fund	
General Government - Principal	\$ 950,000
Highway and Streets -Principal	350,000
General Government - Interest	132,199
Highway and Streets - Interest	194,215
General Government - Other	23,200
Total General Debt Service Fund	\$ 1,649,614
Education Debt Service Fund	
Education Debt Service	\$ 2,603,558
Total Education Debt Service Fund	\$ 2,603,558
Other Capital Projects Fund	
Social, Cultural and Recreational Programs	\$ 237,735
Total Other Capital Projects Fund	\$ 237,735

General Purpose School Fund

Regular Instruction Program	\$ 24,587,842
Special Education Program	3,335,874
Vocational Education Program	1,541,532
Attendance	132,636
Health Services	570,009
Other Student Support	1,219,490
Regular Instruction Program	2,170,695
Special Education Program	424,090
Vocational Education Program	94,546
Technology	204,300
Board of Education	1,229,453
Office of the Director	392,846
Office of the Principal	3,332,647
Fiscal Services	311,055
Operation of Plant	3,078,971
Maintenance of Plant	782,992
Transportation	2,773,303
Central and Other	108,104
Community Services	277,524
Early Childhood Education	1,687,733
Regular Capital Outlay	651,071
Debt Service	127,428
Transfers to Primary Government	250,000

Total General Purpose School Fund

\$ 49,284,141

Central Cafeteria Fund

Food Service	\$ 3,598,188
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Total Central Cafeteria Fund

\$ 3,598,188

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budgets approved for separate projects within the fund by the Greene County Board of Education.

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register of Deeds, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State Laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget shall be approved as provided in Section 5-9-407, T.C.A. One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriations made by this resolution, which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the fiscal year ending June 30, 2017. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER REOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2016-2017 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal no later than June 30, 2017.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year 2015 and prior years and the interest and penalty thereon collected during the year ending June 30, 2017 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2016. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse, and be of no further effect at the end of the fiscal year at June 30, 2016.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners, which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2016. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 15th day of August, 2016.

David Lee Cline
County Mayor

Roger C. Woolsey
County Attorney

Lori Bryant
County Court Clerk

Budget & Finance Committee
Sponsors

**STATE OF TENNESSEE
COUNTY OF GREENE**

I, Lori Bryant, County Clerk for said county, do hereby certify that the foregoing is a true and perfect copy of the

Resolution
copy

as the same appears of record in my office. Witness my hand and official seal in Greeneville, this the 30 day of

August, 2016
Lori Bryant Clerk



**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS
FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
GREENE COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Greene County, Tennessee, assembled in a regular session on the 15th day of August, 2016 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Greene County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2016, and ending June 30, 2017, according to the following schedule.

General Fund

General Government

County Commission	\$ 32,854
County Mayor	179,903
County Attorney	151,041
Election Commission	390,824
Register of Deeds	350,421
Codes Compliance	10,500
GIS System	23,656
County Buildings	284,738

Finance

Accounting and Budgeting	409,412
Purchasing	121,881
Property Assessor	586,849
Reappraisal Program	10,105
County Trustee	299,850
County Clerk	488,132

Administration of Justice

Circuit Court	809,044
General Sessions Court	327,215
Sessions Drug Court	62,706
Chancery Court	382,478
Juvenile Court	227,507
District Attorney General	5,100
Other Administration of Justice	9,000
Court Room Security	261,050

F.

Public Safety

Sheriff's Department	4,795,733
Special Patrols	234,367
Sexual Offender Registry	8,300
Jail	5,440,983
Juvenile Services	130,000
Emergency Management Agency	146,042
Rescue Squad	10,000
Disaster Relief	120,000
Hazardous Material Team	13,500
Inspection & Regulation	252,446
County Coroner/Medical Examiner	199,348
Other Public Safety	306,210

Public Health & Welfare

Local Health Center	549,077
Rabies & Animal Control	148,963
Emergency Medical Services	4,045,754
Alcohol and Drug Program	12,500
Local Health Services-DGA Grant	556,300
Appropriation to State	81,183
Waste Pickup	91,534
Other Public Health And Welfare	90,004

Social, Cultural, and Recreational

Libraries	86,000
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Agriculture and Natural Resources

Agricultural Extension Service	132,100
Forest Service	1,500
Soil Conservation	85,788

Other General Government

Tourism	99,500
Industrial Development	99,500
Airport	80,380
Veteran's Services	80,599
Other Charges	52,515
Contributions to Other Agencies	276,560
Miscellaneous	218,500

Debt Service

General Government Interest On Debt	3,540
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Total General Fund

\$ 23,872,992

Solid Waste Sanitation Fund:

Sanitation Management	\$ 1,292,103
Waste Pickup	479,641
Convenience Centers	264,914
Transfer Stations	66,470
Total Solid Waste Sanitation Fund	\$ 2,103,128

Worker's Compensation & Liability Fund

Risk Management	\$ 1,684,918
Transfer Out	3,540
Total Worker's Compensation & Liability Fund	\$ 1,688,458

Drug Control Fund

Drug Enforcement	\$ 143,800
Total Drug Control Fund	\$ 143,800

Highway/Public Works Fund

Administration	\$ 261,575
Highway & Bridge Maintenance	3,902,165
Operation & Maintenance of Equip.	1,063,563
Asphalt Plant Operations	1,846,469
Other Charges	120,502
Capital Outlay	185,000
Total Highway Fund	\$ 7,379,274

General Debt Service Fund

General Government - Principal	\$ 950,000
Highway and Streets -Principal	350,000
General Government - Interest	132,199
Highway and Streets - Interest	194,215
General Government - Other	23,200
Total General Debt Service Fund	\$ 1,649,614

Education Debt Service Fund

Education Debt Service	\$ 2,603,558
Total Education Debt Service Fund	\$ 2,603,558

Economic Development Fund

Social, Cultural and Recreational Programs	\$ 237,735
Total Economic Development Fund	\$ 237,735

General Purpose School Fund

Regular Instruction Program	\$ 24,587,842
Special Education Program	3,335,874
Vocational Education Program	1,541,532
Attendance	132,636
Health Services	570,009
Other Student Support	1,219,490
Regular Instruction Program	2,170,695
Special Education Program	424,090
Vocational Education Program	94,546
Technology	204,300
Board of Education	1,229,453
Office of the Director	392,846
Office of the Principal	3,332,647
Fiscal Services	311,055
Operation of Plant	3,078,971
Maintenance of Plant	782,992
Transportation	2,773,303
Central and Other	108,104
Community Services	277,524
Early Childhood Education	1,687,733
Regular Capital Outlay	651,071
Debt Service	127,428
Transfers to Primary Government	250,000

Total General Purpose School Fund	\$ 49,284,141
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Central Cafeteria Fund

Food Service	\$ 3,598,188
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Total Central Cafeteria Fund	\$ 3,598,188
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BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund shall be the budgets approved for separate projects within the fund by the Greene County Board of Education.

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register of Deeds, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State Laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget shall be approved as provided in Section 5-9-407, T.C.A. One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriations made by this resolution, which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the fiscal year ending June 30, 2017. The aggregate expenditures for any term of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER REOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2016-2017 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal no later than June 30, 2017.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year 2015 and prior years and the interest and penalty thereon collected during the year ending June 30, 2017 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2016. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse, and be of no further effect at the end of the fiscal year at June 30, 2016.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners, which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2016. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 15th day of August, 2016.

County Mayor

County Attorney

County Court Clerk

Budget & Finance Committee
Sponsors

**G. A RESOLUTION MAKING APPROPRIATIONS TO NONPROFIT
ORGANIZATIONS OF GREENE COUNTY, TENNESSEE FOR THE FISCAL
YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017**

A motion was made by Commissioner Quillen and seconded by Commissioner Peters to approve a resolution making appropriations to nonprofit organizations of Greene County, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, and Waddle voted yes. Commissioners Jennings and White voted no. Commissioner Patterson abstained. The vote was 18 – aye; 2 – nay; 1 – abstain; and 0 – absent. The motion to approve the resolution passed.

A RESOLUTION MAKING APPROPRIATIONS TO NONPROFIT ORGANIZATIONS
OF GREENE COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017

WHEREAS, Section 5-9-109, *Tennessee Code Annotated*, authorizes the Greene County Legislative Body to make appropriations to various nonprofit organizations; and

WHEREAS, the Greene County Legislative Body recognizes the various nonprofit organizations located in Greene County have great need of funds to carry on their nonprofit charitable work.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Greene County, on this the 15th day of August, 2016:

SECTION 1. That \$86,000 be appropriated to the Library to promote the public welfare of Greene County;

SECTION 2. That \$202,860 be appropriated to the Volunteer Fire Departments to promote the public welfare of Greene County;

SECTION 3. That \$40,000 be appropriated to the Greeneville Parks and Recreation Dept. to promote the public welfare of Greene County;

SECTION 4. That \$15,000 be appropriated to Kinser Park to promote the public welfare of Greene County;

SECTION 5. That \$120,000 be appropriated to the Greeneville/Greene County 9-1-1 Agency to promote the public welfare of Greene County.

SECTION 6. That \$10,000 be appropriated to the Greeneville Emergency & Rescue Squad to promote the public welfare of Greene County.

SECTION 7. That \$199,000 be appropriated to the Greeneville-Greene County Partnership to be distributed one-half for Economic Development and one-half for Tourism to promote the public welfare of Greene County, which is comprised of the amount of Hotel/Motel tax received by the County less the Trustee's Commission.

SECTION 8. That \$50,000 be appropriated to the Niswonger Performing Arts to promote the public welfare of Greene County.

SECTION 9. That \$800 be appropriated to the Greeneville-Greene County Partnership to promote maintenance of certain designated directional signs within Greene County.

G.

SECTION 10. That \$10,000 be appropriated to the Dickson-Williams Historical to promote the public welfare of Greene County.

SECTION 11. That \$10,000 be appropriated to The Greeneville - Greene County History Museum to promote the public welfare of Greene County.

SECTION 12. That \$2,000 be appropriated to the Central Ballet Theatre to promote the public welfare of Greene County.

SECTION 13. That \$15,000 be appropriated to the Boys & Girls Club of Greeneville & Greene County to promote the public welfare of Greene County.

SECTION 14. That \$3,000 be appropriated to the Greeneville/Greene County Partnership Andrew Johnson Bank Ladies Classic Basketball Tournament to promote the public welfare of Greene County.

SECTION 15. That \$5,000 be appropriated to the Greene County Special Olympics to promote the public welfare of Greene County.

SECTION 16. That \$1,500 be appropriated to the Greene County Forestry Division to promote the public welfare of Greene County.

SECTION 17. That \$30,380 be appropriated to the Greeneville/Greene County Airport to promote the public welfare of Greene County.

SECTION 18. That \$50,000 be appropriated to the Greeneville/Greene County Airport, subject to the hiring of an Airport Manager and to be prorated evenly over FY 2017.

SECTION 19. That \$15,000 be appropriated to the Greeneville Rehabilitation Center to promote the public welfare of Greene County.

SECTION 20. That \$5,000 be appropriated to the Upper East Tennessee Human Development Agency to promote the public welfare of Greene County.

SECTION 21. That \$15,000 be appropriated to Frontier Health to promote the public welfare of Greene County.

SECTION 22. That \$3,000 be appropriated to Keep Greene Beautiful to promote the public welfare of Greene County.

SECTION 23. That \$11,760 be appropriated to First Tennessee Human Resources to promote the public welfare of Greene County.

SECTION 24. That \$1,000 be appropriated to the Child Advocacy Center to promote the public welfare of Greene County.

SECTION 25. That \$2,500 be appropriated to Second Harvest Food Bank to promote the public welfare of Greene County.

SECTION 26. That \$10,000 be appropriated to Greeneville/Greene County Food Bank to promote the welfare of Greene County.

SECTION 27. That \$10,000 be appropriated to Roby Fitzgerald Adult Center

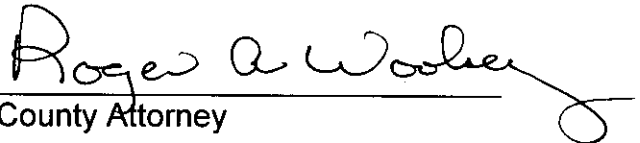
BE IT FURTHER RESOLVED that all appropriations enumerated above are subject to the following conditions:

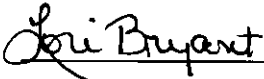
1. That the nonprofit organizations to which funds are appropriated shall file with the County Clerk and the disbursing officials a copy of any annual report of its business affairs and transactions and the proposed use of the county's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109©, Tennessee Code Annotated.
2. That said funds must only be used by the named nonprofit charitable organizations in furtherance of their nonprofit charitable purposes benefiting the general welfare of the residents of Greene County.
3. That it is the expressed interest of the county commission of Greene County in providing these funds to the above named nonprofit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109, Tennessee Code Annotated, and any and all other laws which may apply to county appropriations to nonprofit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage. This resolution shall be spread upon the minutes of the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED, by the Greene County
Legislative Body meeting on the 15th day of August, 2016, a quorum being present and
a majority voting in the affirmative do hereby approve the above stated contributions to
other agencies.


County Mayor


County Attorney


County Court Clerk

Budget & Finance Committee
Sponsors

**H. A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY
FIXING THE TAX LEVY IN GREENE COUNTY, TENNESSEE FOR THE
YEAR BEGINNING JULY 1, 2016**

A motion was made by Commissioner Clemmer and seconded by Commissioner Carpenter to approve a resolution of the Greene County Legislative Body fixing the tax levy in Greene County, Tennessee for the year beginning July 1, 2016.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken; Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Morrison, Neas, Parton, Patterson, Peters, Randolph, Tucker, and Waddell voted yes. Commissioners Quillen, Shelton, Waddle, and White voted no. The vote was 17 – aye; 4 – nay; and 0 – absent. The motion to approve the resolution passed.

A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY FIXING
THE TAX LEVY IN GREENE COUNTY, TENNESSEE
FOR THE YEAR BEGINNING JULY 1, 2016

SECTION 1. BE IT RESOLVED that the Greene County Commissioners of Greene County, Tennessee, assembled in regular session on this 15th day of August, 2016, that the combined property tax rate for Greene County Tennessee for the year beginning July 1, 2016, shall be \$1.6613 (inside) and \$1.8731 (outside), on each \$100.00 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

FUND	RATE
General	\$0.5028
Highway	0.1549
General Purpose School	0.7753
General Debt Service	0.0483
Self Insurance	0.0275
Solid Waste	0.1525
Total Inside	\$1.6613
Education Debt Service	\$0.2118
Total Outside	\$1.8731

SECTION 2. BE IT FURTHER RESOLVED that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the General Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of Commissioners of Greene County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that the Wheel Tax shall be divided as follows:

FUND	RATE
General	\$28.00
Highway	10.00
General Debt Service	15.00
Capital Projects	2.00
Total	\$55.00

H,

SECTION 5. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 15th day of August, 2016.

David Lee Ann
County Mayor

Roger A. Wolsey
County Attorney

Lori Bryant
County Court Clerk

Budget & Finance Committee
Sponsors

ADJOURNMENT

A motion was made by Commissioner Peters and seconded by Commissioner Jennings to adjourn the August meeting.

Commissioner Wade McAmis closed the meeting in Prayer.