

STATE OF TENNESSEE
COUNTY OF GREENE

GREENE COUNTY LEGISLATIVE BODY
MAY 15, 2017
6:00 P.M.

The Greene County Legislative Body met in regular session on May 15, 2017,
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. Mayor Crum
announced that the Girl Scout Troop #200, who were scheduled to led the Pledge to the Flag,
was unable to attend the meeting. Mayor Crum called on the EMS Supervisor, Calvin Hawkins,
to led the Pledge to the Flag.

The Commissioners signed in on their keypads and the following Commissioners were
present. Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings,
McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell,
Waddle, and White were present. Commissioner Kesterson was absent. There were 20
Commissioners present and 1 absent.

PUBLIC HEARING

- Katie Brown, a Comcast Representative of External Affairs, spoke to the Commissioners concerning a Comcast program which is the Leaders and Achievers program. She stated that there were three recipients who had won scholarship who were from Greene County. She recognized Emily Perk, who was present at the meeting, also Hannah Stewart, from South Greene High School, and Margaret Blair from Greeneville High School, who were not able to attend the Commission meeting.

Katie Brown also spoke of the services provided through Comcast. Several Commissioners ask her questions and expressed their concerns regarding the services that Comcast is providing in Greene County.

- Mayor Crum called on Allen Sheets, local representative from the Nationwide Deferred Compensation Program, and Roland Wilson, who is the Nationwide Program Director, to speak to the Commissioners concerning Resolution A: A resolution for State of Tennessee Deferred Compensation Plan II – 401K – and participating employer agreement and also Resolution B: A resolution for State of Tennessee Deferred Compensation Plan an Trust – 457 (b) – and participating employer agreement.

Allen Sheets expressed his concerns of the impact which would make on the employees who have the Nationwide Deferred Compensation, if Resolution A and Resolution B passed. Mr. Sheets stated that the Deferred Compensation Program is a supplemental retirement program 457 (b) which allows employees with the county to put away extra money toward their retirement which is separate from their pension plan. The break out in Greene County is currently 70% on fixed accounts for employees, which is a stable value fund, and has an fixed interest rate no lower than 3.5% guaranteed. Mr. Sheets stated that he was concerned about the employees and retirees losing that fixed 3.5% interest rate, also he stated when interest rates increase this fixed rate will also increase. Nationwide Retirement has been providing the Deferred Compensation Plan to Greene County employees since 1983.

Roland Wilson, Nationwide Program Director, spoke to the Commissioners in which he emphasized that Nationwide is an American Deferred Compensation Company. He stated that the fixed account of 3.5% will never decrease. He stated that an employee can have more than one retirement plan along with the TCRS Retirement Pension Plan.

Justin Ball, TCRS representative, also spoke to the Commissioners concerning the TCRS Retirement Pension Plan. He stated that the State does not recommend having a side-by-side plan with another Retirement Deferred Compensation Plan. He stated that the fixed account for the TCRS is 3.2% and the Nationwide fixed account is 3.5%.

Mayor Crum called on Joy Rader Nunnally, Register of Deeds, to speak to the Commissioners concerning Nationwide Deferred Compensation Plan. She stated that she has had the Nationwide Deferred Compensation Plan for 19 years with the 3.5% fixed account guaranteed. She stated that Nationwide is an American Company. The TCRS representative stated that their interest rate is 3.2% and is not a guaranteed rate. Joy Nunnally stated that the TCRS interest rate of 3.2% was set for 5 years in 2015 and will be reviewed in 2020 and is not a guaranteed rate. She said that TCRS is a Canadian based company and that they have a fee and Nationwide does not have a fee with a 3.5% fixed interest rate guaranteed.

- Commissioner Quillen called on Christy Southerland to speak to the Commissioners in regards to the Greene County Employee Health Clinic. She stated that she had some concerns and questions with the Employee Clinic medications and the Greene County Detention Center medications about bidding on the contracts. She stated that she had been told that independent pharmacies would have an opportunity to bid on the contract for the Employee Clinic medications. She had also been told that the decision had already been made on the pharmacy that would get the contract and no other bids would be taken.

Mayor Crum stated that we have a contract with the Employee Clinic, and we bid it out, and the Employee Clinic operator bids the pharmacy and other services. Mayor Crum stated that we do not bid out for pharmacy medications.

Christy Southerland said that her family had been doing the medications for the Detention Center for over 20 years. She stated that they had renewed their contract every year. She said that in January that they were inform they would not be doing the medication for the Detention Center anymore. She said she was told that they were outsourcing it to a company that is based in Alabama for a 3 month trial. She said she was told by that after the 3 month trial was over that the Detention Center would be taking bids.

Mayor Crum called on Greene County Sheriff Pat Hankins to explain the pharmacy medication bids for the Detention Center. He said that he had spoken to the Central Drug Store and that it has not been bid out. He said it was not a legal contract and that he had never signed it or see it. He said he could save \$30,000 by going with this company in Alabama. Sheriff Hankins said the Alabama company pre-packages the the medication and is safer. He said that there would be a bid process and it would be in July.

PROCLAMATION

Mayor Crum recognized the following with a Proclamation:

- In honor of National Day of Prayer
- In honor of National Nursing Home Week
- In honor of EMS Week
- In honor of National Law Enforcement Week

A PROCLAMATION OF GREENE COUNTY, URGING PARTICIPATION BY THE
CITIZENS OF GREENE COUNTY IN A CELEBRATION OF NATIONAL DAY OF
PRAYER AND OTHER RELATED ACTIVITIES DURING THE MONTH OF MAY

WHEREAS, we are a nation founded and built on a faith in God and service to God,
country, and our fellow man; and

WHEREAS, Greene County is a county with a rich religious heritage, with over 200
churches within our borders; and

WHEREAS, we believe it is the responsibility of our Citizens to build upon the
foundation set by our Founding Fathers, and so ensure a future for our children and their children
that is built on a similar Faith, Trust, and Service;

WHEREAS, we take this month of May, 2017 to celebrate National Day of Prayer and all
of the related activities planned during this month.

NOW, We, David Crum, Mayor of Greene County, and W. T. Daniels, Mayor of
Greeneville do hereby proclaim Thursday, May 4, 2017 as National Day of Prayer and further
encourage all our fellow citizens to join in the various events scheduled for the month of May.

THIS THE 4th DAY OF MAY, 2017.


MAYOR OF GREENE COUNTY

MAYOR OF GREENEVILLE



A PROCLAMATION FOR
NATIONAL NURSING HOME WEEK

WHEREAS, Greeneville and Greene County has an approximate total population of more than 69,000 citizens, and, a large portion of our citizens are sixty (60) years old or older; and

WHEREAS, As each of us reaches a stage in life where we may need assistance with our medical, or living needs, it is a comfort to know that Greene County has many outstanding nursing homes and assisted living communities that will meet the needs of many of our elderly citizens; and

WHEREAS, It is also a comfort to all of us who have family members and relatives who may need the services of a nursing home or assisted living community, to know that these organizations are staffed with well-trained, caring, individuals who will give proper care and attention to those who deserve our best; and

WHEREAS, It is only fitting that this time should be set aside in order that we might honor the excellence of the work being done by the staff of our nursing home facilities throughout Greene County and throughout this Country; and

WHEREAS, At this time we wish to thank the employees who serve in various capacities in nursing home and assisted living facilities for caring for our elderly citizens, for sharing their time and energy and love with those who deserve our very best.

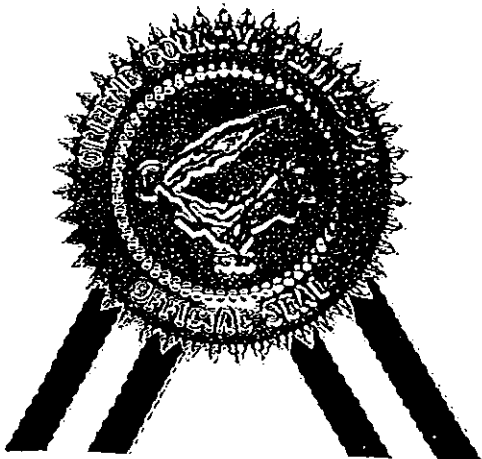
NOW, THEREFORE, We, David Crum, Mayor of Greene County, Tennessee, and W. T. Daniels, Mayor of the City of Greeneville, do hereby proclaim this week of May 14, 2017 to be NATIONAL NURSING HOME WEEK and urge all of our citizens to show your appreciation to all nursing home and assisted living facility employees for their many contributions.


COUNTY MAYOR


CITY MAYOR


DATE


DATE



**PROCLAMATION FOR
EMS WEEK**

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

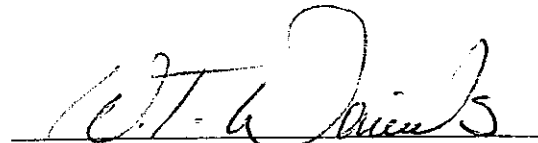
WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

*THEREFORE, I, Mayor David Crum of Greene County, and W.T. Daniels, Mayor of Greeneville, Tennessee join the State of Tennessee and the United States of America in recognition of this event do hereby proclaim the week of May 21-27, 2017 as **EMERGENCY MEDICAL SERVICES WEEK** in Greene County Tennessee*

THIS THE 15th DAY OF MAY, 2017.


MAYOR OF GREENE COUNTY


MAYOR OF GREENEVILLE



PROCLAMATION FOR NATIONAL LAW ENFORCEMENT WEEK

WHEREAS, in 1962, President John F Kennedy signed a proclamation designating May 15 as Peace Officers Memorial Day and that week as Police Week; and

WHEREAS, today there are more than 900,000 sworn law enforcement officers now serving in the United States; and

WHEREAS, since the first recorded police death in 1791, there have been over 20,000 law enforcement officers killed in the line of duty. During the past 10 years alone, a total of 1,512 law enforcement officers died in the line of duty, an average of one death every 63 hours. In 2016, there were 143 officers killed in the line of duty; and

WHEREAS, one Greeneville Police Department and seven Greene County Sheriff's Department officers have lost their lives in the line of duty; and

WHEREAS, law enforcement officers are our guardians who play an important part in our way of life; and

WHEREAS, we need to show law enforcement officers that the citizens of Greene County recognize the difficult career they have chosen; and

WHEREAS, it is appropriate to recognize the value and appreciation of our law enforcement; now

THEREFORE, I, Mayor David Crum of Greene County, do hereby proclaim the week of May 14-20, 2017 as NATIONAL LAW ENFORCEMENT WEEK in Greene County Tennessee

THIS THE 15th DAY OF MAY, 2017.

David Crum, Greene County Mayor



APPROVAL OF PRIOR MINUTES

A motion was made by Commission Clemmer and seconded by Commissioner Tucker 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 Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Shelton, Randolph, Tucker, Waddell, Waddle, and White voted yes to approve the prior minutes. Commissioner Kesterson was absent. The vote was 20 – aye: 0 – nay; and 1 – absent. Mayor Crum state that the prior minutes were approved.

REPORTS FROM SOLID WASTE DEPARTMENT
AND COMMITTEE MINUTES

A motion was made by Commissioner Collins and seconded by Commissioner Quillen 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 Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The motion to approve the Reports from Solid Waste Department and Committee Minutes was approved.

DATE	TONS	LOADS	BUS.	FOUNDRY	DEMO	PLASTIC	O.C.C.	O.N.P.	ALUM	BATT	USED OIL	TIRE WGT
4/3/2017	71.25	11	25		1.12							1.7
4/4/2017	50.08	11	20		0.15	2800						2.08
4/5/2017	56.21	12	23		1.81							2.09
4/6/2017	130.97	25	31		6.68			15480				4.45
4/7/2017	67.81	15	19		5.44							
4/10/2017	56.94	10	31		2.75							4.09
4/11/2017	39.59	10	16		2.8							
4/12/2017	69.52	12	20		1.93							6.77
4/13/2017	123.83	24	27		5.93							
4/14/2017	53.34	12	29		3.53	3100						
4/17/2017	111.32	21	23		6.72							1.53
4/18/2017	80.74	15	7		5.57							
4/19/2017	40.07	8			0.37							5.12
4/20/2017	72.48	15	44		1.95			15700				
4/21/2017	70.4	12	24		3.43							
4/24/2017	123.77	21	38		6.55							2.62
4/25/2017	91.61	15	12		4.51	4200						
4/26/2017	51.23	10	22		1.82							
4/27/2017	44.72	10	20		1.56							
4/28/2017	80.72	14	15		1.99							
TOTALS	1486.6	283	446	0	66.61	10100	0	31180	0	0	0	30.45

TIRE	E	OMNI	IORNY	FENCE	
COUNT	WASTE		ALUM	WIRE	
34		5760			
181		6410			
182				1840	
387					
222		6220			
579			370		
133					
		13420			
396					
		12820			
228					
2342	0	44630	370	1840	



Chamber Community Events Keep Greene Beautiful News About GCP



April 10, 2017

Economic Development

From the President's Desk

Wow! The first quarter has flown by fast. Lots of activity with prospects and projects. We were thrilled to spend time with some of our local companies, hearing about their plans for growth. We were also excited to meet with companies from out of town, learning that they are seeing how wonderful our community is and how we are busy preparing for future development.

In continuation of our strategic plan goals and objectives, the Partnership was awarded a \$450,000 Site Development Grant from the Tennessee Department of Economic and Community Development. This award will allow us to grade property in Hardin Industrial Park, creating a pad ready site that will hold parking, landscaping, and a footprint for a 233,500 square foot building. This project will make us very competitive in the recruitment of industry and is a big win for our community.

Thank you for all that you do for Greene County. Let's keep up the good work!
-Matt



Stay Connected



Chamber News

Keep Greene Beautiful Golf Tournament

The Keep Greene Beautiful Golf Tournament will be held Thursday, April 27, at Nolichucky View Golf Club. Those unable to participate in the tournament can show their support by sponsoring a hole for \$100 or contest for \$200. Contact Jennifer Wilder at 638-4111 or email kqb@greeneccop.com for more information. Click on this link for the registration form. <http://tiny.cc/mr6cky>.

Youth Leadership Class 2017-18

Application forms for the Greene County Youth Leadership Class of 2017-18 are available at the Partnership office and must be turned in by April 28. For more information, contact Jennifer at the Partnership.

Electronic Recycling Day

A "Free Electronic Recycling Day" will be held Friday, May 5, from 10 a.m. to 2 p.m. in the parking lot of Walmart Supercenter. Visit the "Upcoming Events" section of the Partnership's website to view a list of items accepted.

2017 Wage and Benefit Survey

The Partnership is conducting the 2017 Wage and Benefit Survey for Greene County. The purpose of the survey is to provide local companies and prospective businesses useful wage and benefit standards for the area. The surveys have been distributed to all local manufacturers and the results should be ready by the end of May. Meeting this deadline will require that manufacturers return the completed surveys by **Friday, April 28**. Participation in the survey includes a free copy of the results. If you would like to

Quick Links

- [Contact the Partnership](#)
- [Membership Directory](#)
- [Community Calendar](#)
- [Chamber Website](#)
- [Economic Development Website](#)
- [Tourism Website](#)

participate in the 2017 Wage and Benefit Survey and have not received a copy of the survey, contact Dana Wilds at 423-638-4111 or email econdev@greenecop.com.

May Membership Breakfast

Mark your calendars now for the Greene County Partnership May Membership Breakfast scheduled for Tuesday, May 16, at 7:30 a.m. at the General Morgan Inn & Conference Center. The sponsor of the breakfast is Publix. Invitations will be sent to all members within the next few weeks. The cost of the breakfast is \$3 with reservations, \$8 without. Please email gcp@greenecop.com or call 638-4111 by Friday, May 12.

Tourism

Business Google-ized

Tourism's "Get Your Business Google-izes" and "Get Your Business Online" workshops set for April 12th are filling up fast. The event will take place at the Kathryn W. Leonard Administrative Building and is sponsored by Walters State Community College. To sign up for this FREE event, please contact Tammy Kinser at tkinser@greenecop.com or call 423-638-4111. Reservations are required.

Spring-A-Palooza Facebook Campaign

The Tourism Department has already awarded two lucky winners in its first Spring-A-Palooza Facebook campaign. To date, the Facebook page DiscoverGreenevilleTN.Now has gained 200 followers and has amassed more than 625 shares, 458 likes and 422 comments. Week #3 is now in progress and will run through 3 p.m. on Monday, April 10. A special thanks goes out to all of our local Chamber members that have participated and more prizes are being added each week. If you would like to donate an item to this project, please email Tammy Kinser at tkinser@greenecop.com or call 423-638-4111.

National Tourism Week

National Tourism Week is coming up May 7-13 and Tourism will once again be awarding five Presidential Pioneer in Hospitality winners that are nominated by the public and chosen by the Tourism Advisory Task Force as someone who has gone above and beyond the call of duty to make our tourists and locals feel welcome and appreciated. Winners will receive balloons and a plaque and bragging rights of being a true Presidential Pioneer. To nominate someone for this award, please log on to www.VisitGreenevilleTN.com's website and click on the "Events" button. You may download a nomination form and mail in, fax to 638-5345 or email by May 2.

Have a great week!

Special thanks to the newsletter sponsor:

	<p>“We Have the Technology . . .</p> <p>“We Have the Team.</p>
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Greene County Partnership

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



Chamber Community Events Keep Greene Beautiful News About GCP



April 24, 2017

Chamber News

Keep Greene Beautiful Golf Tournament

Team spots are still available for the 19th Annual Keep Greene Beautiful Golf Tournament this Thursday, April 27 at Nolichucky View Golf Club. The cost for a team is \$400 and individuals \$100. This includes cart and greens fees, lunch, light snacks and dinner. For more information or to register, contact the Partnership at 638-4111.

Youth Leadership Class 2017-18

Youth Leadership applications for the 2017-18 class are due this Friday, April 28! For more information on the program, contact Jennifer at the Partnership.

Electronic Recycling Day

A "Free Electronic Recycling Day" will be held Friday, May 5, from 10 a.m. - 2 p.m. in the Walmart Super Center parking lot. Visit the "Upcoming Events" section of the Partnership's website to view a list of acceptable items.

Youth Leadership Graduation

The Greene County Youth Leadership Graduation has been moved to May 11th at 5:30 p.m. and it will be held at the Capitol Theatre. Everyone is invited to attend.

May Membership Breakfast

Don't forget to RSVP for the Greene County Partnership May Membership Breakfast scheduled for Tuesday, May 16, at 7:30 a.m. at the General Morgan Inn & Conference Center. The sponsor of the breakfast is Publix Super Markets. The cost of the breakfast is \$3 with reservations, \$8 without. Please email gcp@greenecop.com or call 638-4111 by Friday, May 12.

Great American Cleanup

Keep Greene Beautiful urges all residents to clean up litter now through the end of May for the Great American Cleanup. Trash bags are provided to all participants.

June Member Emailing

Space is available for the June Member Emailing. The deadline to submit a one-page PDF file is Friday, June 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.

June Dairy Days Celebration

The Agribusiness Committee has scheduled the June Dairy Days Celebration for Friday, June 2, from 6-8 p.m. at the Greene County Fairgrounds Livestock Pavilion. The event will feature contests, entertainment and free dairy product samples to pay homage to the dairy industry.



Stay Connected



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[Chamber Website](#)

[Economic Development Website](#)

[Tourism Website](#)

Tourism

Business Google-ized

Tourism's "Get Your Business Google-ized" and "Get Your Business Online" workshops hosted 15 local small businesses on April 12th at the Greeneville City School office. The event was sponsored by Walters State Community College. Fatz Café provided lunch and Creamy Cup provided the coffee for the morning session. Tourism is now planning an "Etsy: Get Entrepreneurized" workshop and an advanced Facebook workshop. Sponsorships are available for those two events. Please contact Tammy Kinser at tkinser@greeneccop.com for more information and dates.

Spring-A-Palooza Facebook Campaign

The Tourism Department has already awarded four lucky winners in its first Spring-A-Palooza Facebook campaign. To date, the Facebook page DiscoverGreenevilleTN.Now has gained 260 followers and has amassed more than 689 shares, 515 likes and 476 comments. Week #5, our final week, is now in progress and will run through 3 p.m. on Monday, April 24. A special thanks goes out to all of our local Chamber members that have participated and more prizes are being added each week. If you would like to donate an item to this project, please email Tammy Kinser at tkinser@greeneccop.com or call 423-638-4111.

National Tourism Week


National Tourism Week is coming up May 7-13 and Tourism will once again be awarding five Presidential Pioneer in Hospitality winners that are nominated by the public and chosen by the Tourism Advisory Task Force as someone who has gone above and beyond the call of duty to make our tourists and locals feel welcomed and appreciated. Winners will receive balloons and a plaque and bragging rights of being a true Presidential Pioneer. To nominate someone for this award, please log on to www.visitgreenevilletn.com website and click on the "Events" button. You may download a nomination form and mail, fax or scan in by May 2.

NJCAA Division III World Series

Sponsorship opportunities are available for the National Junior College Athletic Association's Division III World Series May 26-June 1. The economic impact of this event will be well over \$1 million. Banquet sponsorship is \$3,500, Grand Slam Sponsor is \$5,000, Home Run Sponsor is \$3,000, Hospitality Tent Sponsor is \$2,000, Special Event Sponsor is \$1,500. Please contact Tammy at the Partnership if you are interested in sponsoring this national tournament.

Have a great week!

Special thanks to the newsletter sponsor:

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



* 115 Academy Street Greeneville, Tennessee 37743 * (423) 638-4111 *
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GREENE COUNTY PARTNERSHIP BOARD OF DIRECTORS

Thursday April 13, 2017
Greene County Partnership
11:30 a.m.

I. Welcome & Call to Order
A. Welcome

Bob Leonard

II. Additions to Agenda

Bob Leonard

III. Secretary/Treasurer Report

- A. Approval of March Board Meeting Minutes
B. Approval of Financial Report for Period Ending March 31, 2017

IV. Old Business

V. New Business

- A. Economic Development Report
B. Department Reports
1) Education & Workforce Development
2) Manufacturers Council
3) Tourism
4) Keep Greene Beautiful
5) Chamber of Commerce
C. Approval of New Members
1) School of Morton
2) Servicemaster Restore By Carefree
3) Advanced Cleaning & Restoration

Matt Garland

Cal Doty
Jeff Hollett
Kathy Knight
Brad Peters
Matt Garland
Bob Leonard

VI. Good of the Order/Announcements

DATES TO REMEMBER:

- GCP Executive Committee Meeting, May 25, 10:30 a.m., location to be announced
- GCP Board of Directors Meeting, May 25, 11:30 a.m., location to be announced
- Keep Greene Beautiful Golf Tournament, April 27, Nolichucky View Golf Course
- Electronic Recycling Day, May 5, 10 a.m. – 2 p.m., Walmart Supercenter
- National Tourism Week, May 7-13
- May Membership Breakfast, May 16, 7:30 a.m., Publix, General Morgan Inn & Conference Center
- 23rd Annual Iris Festival, May 20, 10 a.m. to 5 p.m., and May 21, noon to 5 p.m., downtown Greeneville
- National Junior College Athletic Association DIII World Series, May 25-June 2, Pioneer Park at Tusculum College
- Office Closed May 29, Memorial Day
- June Dairy Days Celebration, June 2, 6-8 p.m., Greene County Fairgrounds Livestock Pavilion
- Office Closed, July 4
- July Beef Day Celebration, July 7, 6-8 p.m., Greene County Fairgrounds Livestock Pavilion

GREENE COUNTY PARTNERSHIP BOARD OF DIRECTORS

March 23, 2017

G. Thomas Love Boardroom/Greenville Light & Power

11:30 a.m.

Attendance:

(Those present are indicated with an asterisk; those absent or unable to attend are in *italics*):

Bob Leonard, Chairman *	Mosheim Mayor Tommy Gregg *
John Tweed, Chair-Elect *	Steve Harbison *
Jennifer Keller, Secretary/Treasurer *	<i>Rep. David Hawk</i>
Chris Marsh, Past Chairman *	Satish Hira *
Jerry Ayers *	Shane Hite *
<i>Ken Bailey, Jr.</i>	Jeff Hollett *
Brian Bragdon *	Jeff Idell *
<i>Ben Brooks</i>	Kathy Knight *
<i>Ted Bryant</i>	Barbara Lawson *
<i>Bill Carroll</i>	<i>Barry Litchfield</i>
Baileyton Mayor Tommy Casteel *	David McLain *
Brian Click *	Drucilla Miller *
Tusculum Mayor Alan Corley *	Jeff Monson *
Scott Crawford *	Dr. Nancy Moody *
County Mayor David Crum *	Dr. Jeff Moorhouse *
Greenville Mayor W.T. Daniels *	Brad Peters *
Frankie DeBusk *	Brett Purgason*
Scott Dinger *	Robin Quillen *
<i>Cal Doty</i>	<i>Susan Reid</i>
<i>Renee Dunbar</i>	<i>Melody Rose</i>
<i>Jerry Fortner</i>	Gary Shelton *
<i>Justin Freeark</i>	<i>Todd Smith</i>
Matt Garland *	<i>Chris Thorpe</i>
Al Giles *	Chuck Whitfield*

Staff: Lori Dowell, Dana Wilds

Guests: Reid Seals, Kristen Early

I. Welcome & Call to Order – Bob Leonard

Mr. Leonard opened the meeting.

II. Additions to Agenda – Bob Leonard

Tammy Albright with Takoma Regional Hospital was approved as an At-Large Member for the board on a motion by Al Giles and a second by Chris Marsh.

III. Secretary/Treasurer Report – Jennifer Keller

A. Approval of December Board Meeting Minutes

The December board meeting minutes were approved on a motion by John Tweed and a second by Brian Bragdon.

B. Approval of the Financial Report for Periods Ending December 31, 2016, and February 28, 2017

Mrs. Keller reviewed the December 2016 and February 2017 financials. The December and February financials were approved on a motion by Steve Harbison and a second by Jeff Monson.

IV. Old Business

V. New Business – *Bob Leonard*

A. Economic Development Report – *Matt Garland*

Matt Garland reported on two ongoing projects He attended the TVA Economic Development Forum, the Tennessee Day on the Hill also the two-year Tennessee Chamber Certified Chamber Executive class. He reported meeting with a marketing assistance firm that visited three industries and suggested ideas as to how to take market in Greene County to the next level. He also said a consulting group would be here on March 30 to oversee the Fortner property. He thanked Dana Wilds for submitting the application for the site development grant for Hardin Industrial Park.

He reported that he had several interviews for the Chamber of Commerce General Manager position and that the 2017 membership directory is available at the Partnership.

B. Department Reports

Reports were given regarding activities of the Manufacturer's Council, Tourism, Keep Greene Beautiful and the Chamber.

C. Approval of New Members

Four new members were approved on a motion by Mr. Marsh and a second by Mr. Harbison.

VI. Mayors' Reports

Greene County Mayor David Crum reported that the budget process had begun. Greeneville Mayor W.T. Daniels stated the town had passed the audit with no findings. Tusculum Mayor Alan Corley reported on the Ronald H. and Verna June Meen Center for Science and Math at Tusculum College. Mosheim Mayor Tommy Gregg reported on a 29 acre project at Exit 23.

VII. Good of the Order/Announcements

Greene Technology Center Director Jerry Ayers and City Schools Directory Dr. Jeff Moorhouse spoke on the Career Quest event at ETSU both giving it positive reviews. Moorhouse reminded everyone of the CORE Champions Award Banquet on April 11.

Barbara Lawson stated that she has been a member of the Partnership's Board of Directors since it's inception in 1993 but she felt she needed to step down due to her health. The board gave her a standing ovation.

Mr. Leonard congratulated Dr. Nancy Moody on her retirement at the end of December 2017.

Bragdon told the committee that in 1997 the first load shipped from Walmart Logistics.

The meeting was adjourned.

MEMO

May 4, 2017

From: John Waddle

Paul Burkey

To: Greene County Commissioners

Subject: Capital Expenditures Request for Airport Buildings

Attached you will find a budget for fiscal year ending June 30, 2018 for the Greeneville-Greene County Airport Authority and the amortization schedule for the Authority's recent re-financing action. As part of the budget development process, the Authority assessed critical infrastructure needs at the Airport and found several key repairs required to maintain the integrity of Airport-owned buildings and improve the appearance and services for fly-in customers and aircrews. These repairs have been needed for some time and include hangar roof leaks and door repairs as well as roof repair, restroom refurbishment and some water damage to the fixed based operations terminal building. These buildings are the first thing that visitors see when they fly into Greeneville-Greene County Airport and the Authority would like to make a more attractive and welcoming presentation to those visitors.

Some repair funding is available from operating revenues, including the annual funding we receive with great appreciation from the County and City. However, to complete our most critical and urgent repairs, we will need approximately \$60,000 more than we project from our regular revenue streams.

Consequently, the Airport Authority is asking the County for \$30,000 and will request an additional \$30,000 from the Greeneville Board for repairs and capital improvement in accordance with the joint venture provisions. We do not foresee this as an annual or on-going budgetary increase.

We are also not asking for this to come from the FYE 2018 budget. This year you approved \$50,000 that was allocated for a manager for the airport. We have not hired a manager for the airport because the duties for a manager have not been agreed on, so this money is still in FYE 2017 budget.

You appointed Paul and me to the Airport Authority to look after the County's interest and to keep the County updated on the workings of the Airport. We have done this and will continue to update you in the future. Thanking you in advance.

Sincerely,

Paul Burkey

John Waddle

Greenville/ Greene County Airport Authority
Budget Comparison
For Years June 30, 2017 and 2018

		Budget Amt 30-Jun-17	Budget Amt 30-Jun-18
37515	Hangar Rent	\$ 151,000	\$ 160,000
37516	124-37516 Lease - Landair	\$ 67,500	\$ 63,000
37518	124-37518 State Grants	\$ 4,854,473	
	Aero-16-171-00		\$ 70,500
	Aero-17-233-00		\$ 12,000
	Aerm-17-121-00		\$ 19,800
37519	124-37519 Airport-Misc. Income	\$ 10,300	\$ 500
37520	124-37520 Flow Tax On Fuel	\$ 17,000	\$ 20,400
39150	124-39150 County - Airport	\$ 30,380	\$ 30,380
	Greenville-airport	\$ 30,380	\$ 30,380
	Proposed County Funding Increase		\$ 28,697
	Proposed City Funding Increase		\$ 28,697
	Total Revenues	\$ 5,161,033	464,354.00

		Budget Amt Amount	Budget Amt 30-Jun-18
52510-002	Prof. Serv.	\$ 55,000	\$ 30,000
52510-005	Telephone	\$ 650	\$ 900
52510-006	Utilities	\$ 50,000	\$ 48,000
52510-009	Contracts	\$ 55,000	\$ 68,292
52510-010	Repairs	\$ 22,000	\$ 78,170
124-52510-011	SUPPLIES		\$ 4,500
52510-014	Insurance	\$ 12,500	\$ 14,000
52510-016	Interest	\$ 75,600	\$ 62,992
52510-020	Note Principal	\$ 730,673	
52510-021	Bond Principal	\$ 65,000	\$ 75,000
	State Grants		
	Aero-16-171-00		\$ 70,500
	Aero-17-233-00		\$ 12,000
	Aerm-17-121-00		\$ -
52510-032	Improvements	\$ 3,582,800	
Total For Fund:	Airport	\$ 4,649,223	464,354.00

Greenville - Greene County Airport Authority
Financing Summary

Date	Actual AFTER Refunding				Actual AFTER Refunding				Total Actual AFTER Refunding		
	Series 2016B General Obligation Refunding & Improvement Bonds (AMT Portion)				Series 2016A: Refinance of Runway Extension Grant Match, Payoff of Construction Legal Costs, and New Airport Improvements				(ALL COMBINED - Series 2016A and Series 2016B)		
	Principal	Coupon	Interest	Total P+I	Principal	Coupon	Interest	Total P+I	Principal	Interest	Total P+I
6/30/2017	-	-	2,350	2,350	-	-	12,477	12,477	-	14,827	14,827
6/30/2018	75,000	2.42%	12,524	87,524	-	-	50,469	50,469	75,000	62,992	137,992
6/30/2019	80,000	2.42%	10,648	90,648	-	-	50,469	50,469	80,000	61,117	141,117
6/30/2020	80,000	2.42%	8,712	88,712	-	-	50,469	50,469	80,000	59,181	139,181
6/30/2021	80,000	2.42%	6,776	86,776	-	-	50,469	50,469	80,000	57,245	137,245
6/30/2022	80,000	2.42%	4,840	84,840	-	-	50,469	50,469	80,000	55,309	135,309
6/30/2023	80,000	2.42%	2,904	82,904	-	-	50,469	50,469	80,000	53,373	133,373
6/30/2024	80,000	2.42%	968	80,968	-	-	50,469	50,469	80,000	51,437	131,437
6/30/2025					70,000	3.000%*	49,419	119,419	70,000	49,419	119,419
6/30/2026					70,000	3.000%	47,319	117,319	70,000	47,319	117,319
6/30/2027					75,000	3.000%	45,144	120,144	75,000	45,144	120,144
6/30/2028					75,000	3.000%	42,894	117,894	75,000	42,894	117,894
6/30/2029					75,000	3.000%	40,644	115,644	75,000	40,644	115,644
6/30/2030					80,000	3.000%	38,319	118,319	80,000	38,319	118,319
6/30/2031					80,000	3.000%	35,919	115,919	80,000	35,919	115,919
6/30/2032					85,000	3.000%	33,444	118,444	85,000	33,444	118,444
6/30/2033					85,000	3.000%	30,894	115,894	85,000	30,894	115,894
6/30/2034					90,000	3.000%	28,269	118,269	90,000	28,269	118,269
6/30/2035					95,000	3.000%	25,494	120,494	95,000	25,494	120,494
6/30/2036					95,000	3.000%	22,644	117,644	95,000	22,644	117,644
6/30/2037					100,000	3.250%	19,594	119,594	100,000	19,594	119,594
6/30/2038					100,000	3.250%	16,344	116,344	100,000	16,344	116,344
6/30/2039					105,000	3.250%	13,013	118,013	105,000	13,013	118,013
6/30/2040					110,000	3.375%	9,450	119,450	110,000	9,450	119,450
6/30/2041					110,000	3.375%	5,738	115,738	110,000	5,738	115,738
6/30/2042					115,000	3.375%	1,941	116,941	115,000	1,941	116,941
Total	\$ 555,000	-	\$ 49,722	\$ 604,722	\$ 1,615,000	-	\$ 872,237	\$ 2,487,237	\$ 2,170,000	\$ 921,959	\$ 3,091,959

* Note: Actual yields were not included for the Series 2016A Bonds but resulted in a True Interest Cost Rate of 3.18% and bond premium to reduce the required issue.

Dear County Commissioners,

We are more than excited to open our very first Publix Super Market in Greeneville on Sat. May 13, 2017 at 7 am at 2315 East Andrew Johnson Highway.

To celebrate, we are hosting a store preview on Fri., May 12th at 10:30 am for media and local leaders and it would be our honor if you or a representative from your office could join us.

WHO: Members of the media and community leaders

WHAT: Preview of the new Publix at Greeneville

WHEN: Fri., May 12th at 10:30 am

WHERE:

Publix at Fairgrounds Plaza
2315 East Andrew Johnson Highway
Greeneville, TN 37745

We look forward to seeing you there and please don't hesitate to contact me should you have any questions. If you've shopped with us before, we thank you! If not, we look forward to serving you real soon and becoming an active and present partner in the community!

This is an intimate affair by invitation only.

Thank you for RSVP'ing to me at lauren.ostrom@publix.com or (704) 424-5017 x 71051 by May 10th.

Lauren Ostrom | Media and Community Relations
Publix Super Markets, Inc. | Charlotte Division
4135 South Stream Blvd.
Two LakePointe Plaza, Suite 500
Charlotte, NC 28217
704-424-5017 x 71051
863-616-5097 (fax)
lauren.ostrom@publix.com

Fortune 100 Best Places to Work – 20 Straight Years.

EDUCATION COMMITTEE
SCHOOL SYSTEM CENTRAL OFFICES

May 1, 2017

A meeting of the County Commission's Education Committee was held on May 1, 2017 at the School System Central Offices. Committee members present were Commissioners Sharron Collins, Zak Neas, Pam Carpenter and Director of Schools, David McLain. Others in attendance were Bill Ripley, Mary Lou Finley, Julia Lamons, Cameron Judd of The Greeneville Sun and Reid Seals of WGRV. Commissioners Butch Patterson and Dale Tucker were absent.

David McLain called the meeting to order at 3:30 p.m.

Mary Lou Finley presented General Purpose School Fund Resolution To Amend The Greene County Schools Budget For End-Of-Year Changes In Revenues & Expenditures For The Fiscal Year 2016-2017. After discussion a motion was made to submit this resolution to be presented to the full Commission for approval.

Julia Lamons spoke to the committee regarding testing. After providing the group with a Parent Guide to Being TNReady, Ms. Lamons explained some of the changes for testing this year including state requirements and the various levels of testing as well as the various times that tests are administered. Ms. Lamons also spoke regarding the summer school program and Pre-K Jump Start.

Director McLain provided the group with the Enrollment Projections Report from Cooperative Strategies. This report can be accessed from the Schools Website by clicking on "Facility Master Plan Project" then "Resources" and then "Enrollment Projections".

There are two upcoming community meetings scheduled for the month of May being May 15 at South Greene High School beginning at 6:00 and May 16 at North Greene High School beginning at 6:00. The next Steering Committee meeting will be June 6 at Chuckey Doak High School beginning at 6:00.

The meeting was then adjourned.

Submitted by

Sharron Collins

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 Clemmer and seconded by Commissioner Parton to approve the notary list.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – 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 MAY 15, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. ASHLEA DENISE BASKETTE	2105 SINKING SPRINGS ROAD MIDWAY TN 37809	423-620-3537	1705 W MAIN STREET GREENEVILLE TN 37743	423-636-1333	FARM BUREAU
2. TASHA NICHOLE CARRICO	221 CARR LANE N FALL BRANCH TN 37656	423-579-2527	235 CARR LANE N FALL BRANCH TN 37656	423-361-1562	
3. AMANDA J GIBSON	1180 SUSONG MEMORIAL RD GREENEVILLE TN 37743	423-638-8368	237 WEST SUMMER STREET GREENEVILLE TN 37743	423 639 5171	
4. SARAH E GRAHAM	1555 SOUTH ALLENS BRIDGE ROAD GREENEVILLE TN 37743	423-525-6146	1410 TUSCULUM BLVD., #2500 GREENEVILLE TN 37745	423-638-1291	CNA SURETY
5. PATRICIA A GWINN	215 HILLCREST DRIVE GREENEVILLE TN 37745	423-620-3548	1113 TUSCULUM BLVD GREENEVILLE TN 37745	423-798-9992	71412222N
6. CHRIS JOHNSON	1317 KENNY STREET GREENEVILLE TN 37745	423-638-1750	2841 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-798-2212	
7. TYLER JAMES LAWS	1910 RIPLEY ISALND ROAD AFTON TN 37616	423-823-0369	6766 WEST ANDREW JOHNSON HWY MOSHEIM TN 37181	423-422-2829	
8. COREY BRYANT SHIPLEY	129 MAGNOLIA DR. GREENEVILLE TN 37743	-	128 S. MAIN ST., SUITE 102 GREENEVILLE TN 37743	423-972-4388	

Lori Bryant
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

5/1/17

DATE





11

RESOLUTION A: A RESOLUTION FOR STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II – 401 (K) – AND PARTICIPATING
EMPLOYER AGREEMENT

A motion was made by Commissioner Peters and seconded by Commissioner White to approve a resolution for State of Tennessee Deferred Compensation Plan II – 401 (k) – and participating employer agreement.

Commissioner Peters explained, when Justin Ball, TCRS representative, presented this plan to the Insurance Committee, that they did not have the two plans side by side which was TCRS Retirement Pension Plan and Nationwide Retirement Deferred Compensation Plan. Commissioner Peters said the fact that there were so few people enrolled in the Nationwide Plan, that it was not as great of a plan. He said the Insurance Committee was not trying to hurt anyone. He asked to amend the motion and send it back to the Insurance Committee. Commissioner Waddle and Miller also made comments concerning Nationwide and how this retirement plan is a sound investment to the employees.

Commissioner Peters asked Mayor Crum, “Since the Insurance Committee sponsored it, could they pull both Resolution A and B.”

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II
- 401(k) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

Greene County

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

A_o

RESOLUTION

WHEREAS, the Greene County, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Greene County Commission ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Greene County Commission
Address: 204 N Cutler St #206, Greeneville, TN 37745
Phone: (423)-798-1776

Person Authorized to receive Official Notices from the Plan or Administrator:

Shelley Fillers

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6000622

(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

Nationwide 457

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective July 1, 2017 **(insert effective date of this Agreement)**.

2. This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below)**:
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

 - b. Other (must specify elective provisions in this Agreement that are being changed):

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of ____ (not to exceed 21).
- ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below.
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above.

d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. will be treated as a new Employee, or
- ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1. This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

- I. **YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

- J. **COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.
- K. **COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.
- L. **FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.
- M. **EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.
- N. **MATCHING CONTRIBUTIONS.** *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. match ____% of the first \$____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match _____% of Mandatory Salary Reduction Contributions for the Participant up to _____% of Compensation.
- c. match _____% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 3. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. (Check box 1 OR box 2.)

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. (If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

- V. FORFEITURES.** *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*
1. N/A because all contributions are 100% vested immediately.
 2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.
- W. RETIREMENT AGES AND DISABILITY DEFINITION.**
1. Normal Retirement Age shall mean age 60.
 2. Early Retirement shall mean age 59 ½.
 3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. IS NOT (if checked continue to II below), or
2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

- a. Eligible Employee means: (If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):
 - i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
 - ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. Any employee who is not covered by Social Security.
- b. Contributions: (If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):
 - i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)
This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____% (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: **(Complete box i or ii below):**

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: **(Complete box i or ii below):**

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Greene County

Participating Employer Name: _____

Classes of Eligible Employees

Contribution Amount

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on May 15th, 2017 with a quorum being present and a majority voting in the affirmative to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan.

Insurance Committee
Sponsor

County Mayor

Roger A. Woolsey
County Attorney

County Clerk

Resolution A pulled

Roger A. Woolsey
County Attorney
204 N. Cutler St.
Suite 120
Greeneville, TN 37745
Phone: 423/798-1779
Fax: 423/798-1781

**RESOLUTION B: A RESOLUTION FOR STATE OF TENNESSEE DEFERRED
COMPENSATION PLAN AND TRUST - 457 (B) – AND PARTICIPATING
EMPLOYER AGREEMENT**

The Insurance Committee pulled Resolution B.

**TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST
- 457(b) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT**

Greene County

[Participating Employer]

**Administered by: Treasurer, State of
Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347**

B.

RESOLUTION

Greene County

WHEREAS, _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the **Greene County Commission** ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Greene County Commission

Address: 204 N Cutler St #206, Greeneville, TN 37745

Phone: (423)-798-1776

Person Authorized to receive Official Notices from the Plan or Administrator:

Shelley Fillers

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6000622

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

Nationwide 457

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement).**

2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows **(please specify type below):**
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. Other **(must specify elective provisions in this Agreement that are being changed):**

3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be July 1, 2017 **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on May 8, 2009 **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement: (Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)**

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement: (Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)**

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

vi. any employee listed or otherwise described in Schedule I attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees.

ii. All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. will be treated as a new Employee, or
- ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. SHALL allow the deferral of leave provision described above.
2. SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. *(Check and complete box 1 OR box 2 OR box 3 OR box 4.)* [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. NOT make Matching Contributions.
2. match ____% of Participant elective deferrals of up to ____% of Compensation.
3. match ____% of the first \$____ of Participant elective deferrals.
4. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. TRANSFERS. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

S. UNFORESEEABLE EMERGENCY WITHDRAWALS. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. PARTICIPANT LOANS. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Greene County

Classes of Eligible Employees

Contribution Amount

Classes of Eligible Employees	Contribution Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on May 15th, 2017 with a quorum being present and a majority voting in the affirmative to participate in the State of Tennessee's 457(b) deferred compensation plan.

Insurance Committee
Sponsor

County Mayor

County Clerk

Roger C. Woolsey
County Attorney

Resolution B pulled

Roger A. Woolsey
County Attorney
204 N. Cutler St.
Suite 120
Greeneville, TN 37745
Phone: 423/798-1779
Fax: 423/798-1781

RESOLUTION C: A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING THE TRANSFER OF \$30,000 FOR CAPITAL IMPROVEMENTS AT THE GREENEVILLE/GREENE COUNTY AIRPORT FROM THE AIRPORT AUTHORITY MANAGER APPROPRIATION OF \$50,000 FROM THE GENERAL FUND FOR THE FYE JUNE 30, 2017

A motion was made by Commissioner Tucker and seconded by Commissioner Waddle to amend the resolution by adding WHEREAS, Contingent upon the Town of Greeneville by matching funds to the resolution of the Greene County Legislative Body authorizing the transfer of \$30,000 for Capital Improvements at the Greeneville/Greene County Airport from the Airport Authority manage appropriation of \$50,000 from the General Fund for the FYE June 30, 2017.

Mayor Crum called on the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Miller abstained. Commissioner Kesterson was absent. The vote was 19 – aye; 0 – nay; 1 – abstained; and 1 – absent. The motion to amend the resolution passed.

A motion as amended was made by Commissioner Waddle and seconded by Commissioner Peters to approve the resolution.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, McAmis, Miller, Neas, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioners Arrowood, Jennings, and Parton voted no. Commissioner Kesterson was absent. The vote was 17 – aye; 3 – nay; and 1 – absent. The motion as amended to approve the resolution passed.

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
THE TRANSFER OF \$30,000 FOR CAPITAL IMPROVEMENTS AT THE
GREENEVILLE/GREENE COUNTY AIRPORT FROM THE AIRPORT AUTHORITY
MANAGER APPROPRIATION OF \$50,000 FROM THE GENERAL FUND FOR THE
FYE JUNE 30, 2017**

WHEREAS, the Airport Authority has requested \$30,000 for capital improvements needed at the airport; and

WHEREAS, an appropriation of \$50,000 was set aside for an Airport Manager but it has been determined that it is not needed for the FYE 2017 period; and


WHEREAS, the Airport Authority requests that \$30,000 of the \$50,000 restricted for the salary of an Airport Manager be re-appropriated for the use of capital improvements at the airport; and

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of May, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.



County Mayor

Budget and Finance Committee
Sponsor



County Clerk



County Attorney

C.

RESOLUTION D: A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE
BODY AUTHORIZING THE APPROPRIATION OF \$3,000 FROM THE
GENERAL FUND UNASSIGNED FUND BALANCE TO CODES AND
COMPLIANCE IN ORDER TO CLEAN PROPERTY LOCATED AT
KENNEYTOWN ROAD FOR THE FYE JUNE 30, 2017

A motion was made by Commissioner Parton and seconded Commissioner Quillen to approve a resolution of the Greene County Legislative Body authorizing the appropriation of \$3,000 from the General Fund Unassigned Fund Balance to codes and compliance in order to clean property located at Kenneytown Road for the FYE June 30, 2017.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Miller voted no. Commissioner Kesteron was absent. The vote was 19 – aye; 1 – nay; and 1 – absent. The motion to approve the resolution passed.

A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING THE APPROPRIATION OF \$3,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO CODES AND COMPLIANCE IN ORDER TO CLEAN PROPERTY LOCATED ON KENNEYTOWN ROAD FOR THE FYE JUNE 30, 2017

WHEREAS, the department of Codes and Compliance received a bid to clean property located on Kenneytown Road in excess of the available appropriated amount; and

WHEREAS, an additional \$3,000 is needed to complete the aforementioned project; and

THEREFORE, let the General Fund budget be amended as follows.

DECREASE IN UNASSIGNED FUND BALANCE

39000 UNASSIGNED FUND BALANCE	\$	3,000
Total Decrease in Unassigned Fund Balance	\$	<u>3,000</u>

INCREASE IN APPROPRIATIONS

51750 CODES AND COMPLIANCE		
399 Other Contracted Services	\$	3,000
Total Increase in Appropriations	\$	<u>3,000</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of May, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

David Lee Green
County Mayor

Budget and Finance Committee
Sponsor

Riri Bryant
County Clerk

Roger A. Walsh
County Attorney

D.

RESOLUTION E: THE GENERAL PURPOSE SCHOOL FUND –
A RESOLUTION TO AMEND THE GREENE COUNTY SCHOOLS BUDGET
FOR THE END-OF-YEAR CHANGES IN REVENUES AND EXPENDITURES
FOR THE FISCAL YEAR 2016-2017

A motion was made by Commissioner Clemmer and seconded by Commissioner Collins to approve the General Purpose School Fund – A Resolution to amend the Greene County Schools Budget for the end-of-year changes in revenues and expenditures for the fiscal year 2016-2017.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

THE GENERAL PURPOSE SCHOOL FUND
A RESOLUTION TO AMEND THE GREENE COUNTY SCHOOLS BUDGET FOR
END-OF-YEAR CHANGES IN REVENUES & EXPENDITURES FOR THE FISCAL YEAR 2016-2017

WHEREAS, the Greene County School System is amending the 2016-2017 Budget for the General Purpose School Fund to budget additional revenues of \$574,752

THEREFORE, the following appropriations will be amended:

REVENUES

Account Number	Description	Increase	Decrease
40140	Interest & Penalty	\$ 15,000	\$ -
40162	Payments In-Lieu of Tax Local Utilities	50,000	-
40210	Local Option Sales Tax	100,000	-
44110	Investment Income	12,000	-
44170	Miscellaneous Refunds (GL&P Lighting Project)	69,152	-
44540	Sale of Property (Hardins View)	45,000	-
44570	Contributions (3M Grant for Science Teacher Supplies)	5,000	-
46511	Basic Education Program	99,000	-
46590	Other State Funds (Read to be Ready Grant)	179,600	-
	TOTAL REVENUES	\$ 574,752	\$ -

EXPENDITURES

Account Number	Description	Increase	Decrease
71100 116	Teachers (Read to be Ready Grant)	\$ 73,806	\$ -
71100 163	Educational Assistants (Read to be Ready Grant)	11,088	-
71100 195	Substitutes Teachers Certified (Read to be Ready Grant)	2,200	-
71100 201	Social Security (Read to be Ready Grant)	5,400	-
71100 204	State Retirement (Read to be Ready Grant)	7,570	-
71100 212	Employer Medicare (Read to be Ready Grant)	1,263	-
71100 399	Other Contracted Services	24,360	-
71100 429	Instructional Supplies & Materials (\$32,000 Read to be Ready)	37,000	-
71100 449	Textbooks (\$45,000 sale of Harins View & \$44,000 BEP Increase)	99,000	-
71100 599	Other Charges (Read to be Ready Grant)	12,000	-
71100 722	Regular Instructional Equipment	80,000	-
71300 198	Substitutes Teachers Noncertified	2,000	-
71300 207	Medical Insurance	2,500	-
72210 105	Supervisor/Director (Read to be Ready Grant)	12,000	-
72210 129	Librarians (Library Bus Staff)	3,500	-
72210 137	Education Media Personnel (Read to be Ready Grant)	6,000	-
72210 201	Social Security (Read to be Ready Grant)	1,116	-

Account Number	Description	Increase	Decrease
72210 204	State Retirement (Read to be Ready Grant \$1552)	2,172	-
72210 212	Employer Medicare (Read to be Ready Grant)	145	-
72210 355	Travel (Ready to be Ready Grant)	3,000	-
72210 499	Other Supplies & Materials (Library Bus)	17,800	-
72210 524	Staff Development (Read to be Ready Grant)	1,200	-
72310 191	Board Fees	3,000	-
72410 161	Secretary	5,000	-
72410 206	Life Insurance	20	-
72410 207	Medical Insurance	2,000	-
72410 701	Administration Equipment	24,000	-
72510 207	Medical Insurance	2,200	-
72510 399	Contracted Services	5,000	-
72510 499	Other Supplies & Materials	1,000	-
72610 410	Custodial Supplies	14,000	-
72610 720	Plant Operation Equipment (Energy Savings Equipment)	69,152	-
72710 146	Bus Drivers (Read to be Ready Grant)	8,000	-
72710 189	Other Salaries & Wages	10,000	-
72710 201	Social Security (Ready to be Ready Grant)	496	-
72710 204	State Retirement (Ready to be Ready Grant)	648	-
72710 212	Employer Medicare (Ready to be Ready Grant)	116	-
72710 453	Vehicle Parts	25,000	-
	TOTAL EXPENDITURES	\$ 574,752	\$ -

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 15th day of May 2017, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

David Lay
County Mayor

Greene County Education Committee
Sponsor

Roger Wood
County Attorney

Lori Bryant
County Clerk

RESOLUTION F: THE GREENE COUNTY SCHOOL'S FUND SERVICE FUND –
A RESOLUTION TO AMEND THE FOOD SERVICE FUND BUDGET FOR
END OF YEAR CHANGES IN REVENUES AND EXPENDITURES FOR
FISCAL YEAR 2016-2017

A motion was made by Commissioner Collins and seconded by Commissioner Waddle to approve the Greene County School's Fund Service Fund – A resolution to amend the food service fund budget for end of year changes in revenues and expenditures for fiscal year 2016-2017.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

**THE GREENE COUNTY SCHOOL'S FOOD SERVICE FUND
A RESOLUTION TO AMEND THE FOOD SERVICE FUND BUDGET FOR END OF
YEAR CHANGES IN REVENUES & EXPENDITURES FOR THE FISCAL YEAR 2016-2017**

WHEREAS, the Greene County School System is amending the 2016-2017 Budget for the Food Service Fund to reflect end-of-year changes in revenues and expenditures,

THEREFORE, the following appropriations will be amended:

REVENUES

Account Number	Description	Increase	Decrease
43521	Lunch Payments - Children	\$ 197,000	\$ -
43522	Lunch Payments - Adults	45,000	-
43525	A La Carte Sales	-	119,000
47111	Section 4-Lunch	95,000	-
47113	Breakfast	51,000	-
47114	Other	49,000	-
	TOTAL REVENUES	\$ 437,000	\$ 119,000

EXPENDITURES

Account Number	Description	Increase	Decrease
73100 399	Other Contracted Services	307,000	-
73100 499	Other Supplies & Materials	7,000	-
73100 599	Other Charges	4,000	-
	TOTAL EXPENDITURES	\$ 318,000	\$ -

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 15th day of May 2017, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

David Lee Crum
County Mayor

Greene County Education Committee
Sponsor

Raymond C. Wood
County Attorney

Lori Bryant
County Clerk

F...

RESOLUTION G: A RESOLUTION TO BUDGET \$600 IN REVENUE RECEIVED FROM MICOCLINIC INTERNATIONAL AND \$40 IN REVENUE RECEIVED FROM FIRST PRESBYTERIAN CHURCH AS A DONATION FOR THE HEALTH DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2017

A motion was made by Commissioner Clemmer and seconded by Commissioner Waddle to approve a resolution to budget \$600 in revenue received from Micoclinic International and \$40 in revenue received from First Presbyterian Church as a donation for the Health Department for the fiscal year ending June 30, 2017.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

A RESOLUTION TO BUDGET \$600 IN REVENUE RECEIVED FROM MICROCLINIC INTERNATIONAL AND \$40 IN REVENUE RECEIVED FROM FIRST PRESBYTERIAN CHURCH AS A DONATION FOR THE HEALTH DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, the Greene County Health Department received \$600 from a partnership with Microclinic International to offer two (2) sixteen (16) week health sessions to residents of Greene County; and

WHEREAS the Greene County Health Department received a \$40 donation from First Presbyterian Church to support the Home Visitation Program: and

THEREFORE, let the General Fund Budget be amended as follows:

INCREASE BUDGETED FUND BALANCES

48610 Donations	\$ 640
Total Increase in Budgeted Revenues	\$ 640

INCREASE IN APPROPRIATIONS

55110 Local Health Center	
499 Other Supplies and Materials	\$ 640
Total Increase in Appropriations	\$ 640

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of May, 2017, a quorum being present and a majority voting in the affirmative, that the General Fund budget be amended as above.



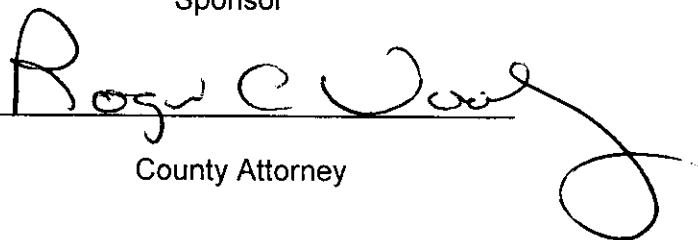
County Mayor



County Clerk

Budget and Finance Committee

Sponsor



County Attorney

G.

**RESOLUTION H: A RESOLUTION TO APPROPRIATE APPROXIMATELY
\$7,600 IN ADDITIONAL REPAIRS TO THE GREENE COUNTY COURTHOUSE
FROM THE CAPITAL PROJECTS FUND FOR THE FYE JUNE 30, 2017**

A motion was made by Commissioner White and seconded by Commissioner Quillen to approve a resolution to appropriate approximately \$7,600 in additional repairs to the Greene County Courthouse from Capital Projects Fund for the FYE June 30, 2017.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

A RESOLUTION TO APPROPRIATE APPROXIMATELY \$7,600 IN ADDITIONAL REPAIRS TO THE GREENE COUNTY COURT HOUSE FROM THE CAPITAL PROJECTS FUND FOR THE FYE JUNE 30, 2017

WHEREAS, the Greene County Courthouse has significant issues with leaks in the roof and corresponding damages to the soffit, guttering, and brick; and

WHEREAS, in March, 2016 the Greene County Legislative Body appointed a committee of county commissioners to meet and work with A. Dave Wright, Architect to evaluate the damages and needed repairs for the courthouse, to seek bid proposals for the repairs and renovations to the courthouse, and to make a recommendation to Greene County Legislative Body as to the repairs that need to be made at the courthouse and the costs of those repairs; and

WHEREAS, this committee and A. Dave Wright, Architect had several meetings, reviewed the scope of the work that was needed to make those repairs to the courthouse, has requested bids from contractors to perform the needed repairs, and has accepted bids from two contractors to do the necessary repairs subject to the approval of the Greene County Legislature Body; and

WHEREAS, the committee has recommended that the County accept the proposal from Morristown Roofing Co. Inc. of \$234,345.00 to replace/repair the courthouse roof, soffit, and guttering and accept the proposal of Hite Construction of \$36,472.00 for brick removal, repair and replacement at the courthouse to be paid from the Capital Projects Fund at a total project cost of \$270,817.00; and

WHEREAS, the Greene County Legislative Body approved the aforementioned proposals at the September 19th, 2016 County Commission meeting; and

WHEREAS, Hite Construction has incurred additional costs of approximately \$7,600 for damage that was more extensive than included in the origin bid; and

A.

**A RESOLUTION TO APPROPRIATE APPROXIMATELY \$7,600 IN ADDITIONAL
REPAIRS TO THE GREENE COUNTY COURT HOUSE FROM THE CAPITAL
PROJECTS FUND FOR THE FYE JUNE 30, 2017**

NOW THEREFORE, BE IT RESOLVED by the Greene County Legislature Body meeting in regular session on the 15th day of May, 2017, a quorum being present and a majority voting in the affirmative that upon the recommendation of the Committee, that Greene County accept the proposal of Hite Construction of approximately \$7,600 for brick removal, repair and replacement at the courthouse.

BE IT FURTHER RESOLVED the Greene County Capital Projects Fund be amended as follows:

DECREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	7,600
Total Decrease to Fund Balance		\$	7,600

INCREASE IN BUDGETED APPROPRIATIONS

91190	Other General Government Projects		
706	Building Construction	\$	7,600
Total Increase in Appropriations		\$	7,600

Courthouse Committee – Tim White
Sponsors

Levi Bryant
County Clerk

Rand King
County Mayor

Ray E. Jolly
County Attorney

RESOLUTION I: A RESOLUTION TO EXCLUDE RETIREMENT
COVERAGE FOR FUTURE PART-TIME EMPLOYEES OF POLITICAL
SUBVISIONS PARTICIPATING IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM IN ACCORDANCE WITH TITLE 8 SECTION 34
THROUGH 37 OF THE TENNESSEE CODE ANNOTATED

A motion was made by Commissioner Peters and seconded by Commissioner Tucker to approve a resolution to exclude retirement coverage for future part-time employees of political subdivisions participating in the Tennessee Consolidated Retirement System in accordance with Title Section 34 through 37 of the Tennessee Code Annotated.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

Tennessee Consolidated Retirement System

RESOLUTION to exclude retirement coverage for future part-time employees of political subdivisions participating in the Tennessee Consolidated Retirement System in accordance with Title 8 Section 34 through 37 of the Tennessee Code Annotated.

WHEREAS, Tennessee Code Annotated Section 8-35-219 permits political subdivisions to allow their part-time employees to participate in the Tennessee Consolidated Retirement System if said employee shall choose to do so; and

WHEREAS, Chapter 79, Public Acts of 1999 allows a political subdivision participating in the Tennessee Consolidated Retirement System to exclude such coverage for future part-time employees; provided, any person participating in the Tennessee Consolidated Retirement System by virtue of part-time service prior to the effective date of this resolution shall be eligible for continued participation in the Tennessee Consolidated Retirement System,

BE IT RESOLVED, That the GREENE COUNTY LEGISLATIVE BODY
(Name of Governing Body)

of GREENE COUNTY
(Name of Political Subdivision) hereby chooses to exclude retirement coverage to future part-time employees pursuant to Tennessee Code Annotated Section 8-35-219.

STATE OF TENNESSEE

COUNTY OF GREENE

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

_____, Tennessee do hereby certify that this is a true and exact copy of the foregoing
(County and Town or City)

resolution that was approved and adopted at a meeting held on the _____ day of _____, 20____, the original of which is on file in this office. I further certify that _____ members voted in favor of the resolution and that _____ members were present and voting.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of the _____
(Name of Political Subdivision)

As Clerk of the Board, as aforesaid

SEAL

R054FS18

I.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on May 15th, 2017 with a quorum being present and a majority voting in the affirmative to exclude retirement coverage to future part-time employees pursuant to T.C.A. §8-35-219.

Insurance Committee
Sponsor

Dei Bryant
County Clerk

David Lee Cunn
County Mayor

Roger A Woolsey
County Attorney

Roger A. Woolsey
County Attorney
204 N. Cutler St.
Suite 120
Greeneville, TN 37745
Phone: 423/798-1779
Fax: 423/798-1781

OTHER BUSINESS

A motion was made by Commissioner Patterson and seconded by Commissioner Quillen to suspend the rules to deal with business that has come up in the last few days.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the resolution passed.

Mayor Crum asked Greene County Sheriff Pat Hankins to explain a situation that has come up since the past Friday. Sheriff Hankins state that he had asked Greene County Road Superintendent, David Weems to assist the Sheriff's Department in an investigation to look for some evidence with the equipment from the Highway Department.

A motion was made by Commissioner White and seconded by Commissioner Quillen to approve the Road Department to act as directed by the Sheriff in the course of the Sheriff's Department's investigation.

Mayor called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Kesterson was absent. The vote was 20 – aye; 0 – nay; and 1 – absent. The motion to approve the Road Department to act as directed by the Sheriff in the course of the Sheriff's Department's investigation passed.

ADJOURNMENT

A motion was made by Commissioner Waddell and seconded by Commissioner Patterson to adjourn the May meeting.

Commissioner Wade McAmis closed the meeting in Prayer.

AGENDA - Amended
GREENE COUNTY LEGISLATIVE BODY

Monday, May 15, 2017
6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, May 15, 2017 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Dale Tucker
- *Pledge to Flag - ~~Girl Scout Troop #200~~ *EMS Supervisor*
- *Roll Call

Public Hearing

- Representatives from Comcast

Proclamation

- In honor of National Day of Prayer
- In honor of National Nursing Home Week
- In honor of EMS Week
- In honor of National Law Enforcement Week

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee Minutes

Old Business

Election of Notaries

Resolutions

- A. A resolution for State of Tennessee Deferred Compensation Plan II - 401(k) - and participating employer agreement
- B. A resolution for State of Tennessee Deferred Compensation Plan and Trust - 457(b) - and participating employer agreement
- C. A resolution of the Greene County Legislative Body authorizing the transfer of \$30,000 for capital improvements at the Greeneville/Greene County Airport from the Airport Authority manager appropriation of \$50,000 from the General Fund for the FYE June 30, 2017
- D. A resolution of the Greene County Legislative Body authorizing the appropriation of \$3,000 from the General Fund Unassigned Fund balance to Codes and Compliance in order to clean property located at Kenneytown Road for the FYE June 30, 2017
- E. The General Purpose School Fund - A resolution to amend the Greene County Schools budget for end-of-year changes in revenues and expenditures for the fiscal year 2016-2017
- F. The Greene County School's Food Service Fund - A resolution to amend the Food Service Fund budget for end of year changes in revenues and expenditures for fiscal year 2016-2017
- G. A resolution to budget \$600 in revenue received from Microclinic International and \$40 in revenue received from First Presbyterian Church as a donation for the Health Department for the fiscal year ending June 30, 2017
- H. A resolution to appropriate approximately \$7,600 in additional repairs to the Greene County Courthouse from the Capital Projects fund for the FYE June 30, 2017
- I. A resolution to exclude retirement overage for future part-time employees of political subdivisions participating in the Tennessee Consolidated Retirement System in accordance with Title 8 Section 34 through 37 of the Tennessee Code Annotated

Other Business

Adjournment

Closing Prayer - Commissioner Wade McAmis