

AGENDA
GREENE COUNTY LEGISLATIVE BODY
Monday, April 17, 2017
6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, April 17, 2017 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Jason Cobble
- *Pledge to Flag - Girl Scout Troup 200
- *Roll Call

Public Hearing

- Melanie Stills, Greeneville-Greene County Chapter, Purple Cities Alliance
- Amber Widner, issues at the Courthouse

Proclamation

- In honor of the South Greene High School Lady Rebels Basketball Team
- In honor of the South Greene High School Cheerleaders
- Recognizing Purple cities Alliance

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee Minutes
- Report on Debt Obligation

Old Business

Election of Notaries

Resolutions

- A. A resolution to set a policy for a dress code for County Commissioners at meetings of the County Legislative Body
- B. A resolution to change the monthly meeting place for the County Legislative Body from the County Courthouse to different schools in the various communities in Greene County
- C. A resolution to amend the 2016-2017 Fiscal Year Greene County Schools General Purpose budget for Capital Outlay projects
- D. A resolution to budget collections from the Office of the State Chief Medical Examiner for reports of investigation to Fund 101 - General Fund - County Coroner (#54610) for FYE June 30, 2017
- E. A resolution to approve contract between the State of Tennessee, Department of Corrections and Greene County, Tennessee for reimbursement for housing felons convicted in Greene County
- F. A resolution of the Greene County Legislative Body authorizing the appropriation of \$2,162 from Fund 101 - General Fund Restricted Fund Balance Account #34625 - committed for public safety
- G. A resolution to budget for \$26,863 in revenue received from various sources to the Sheriff's Department for the Fiscal Year Ending June 30, 2017

Other Business

- Reappointment of Tiffany Shae Long to Old Knox Utility District for term expiring 4/27/2021
- Letter from State of Tennessee Comptroller
- Sheriff Pat Hankins to give update on Sheriff's Department

Adjournment

Closing Prayer - Commissioner Wade McAmis

REGULAR COUNTY COMMITTEE MEETINGS

<u>APRIL 2017</u>					
MONDAY, APRIL 3	3:30 P.M.	EDUCATION COMMITTEE			CENTRAL SCHOOL OFFICE
WEDNESDAY, APRIL 5	1:00 P.M.	BUDGET & FINANCE			ANNEX
TUESDAY, APRIL 11	8:30 A.M.	RANGE OVERSITE COMMITTEE			ANNEX
TUESDAY, APRIL 11	1:00 P.M.	PLANNING			ANNEX
WEDNESDAY, APRIL 12	2:00pm – 4:00pm	CONGRESSMAN ROE'S'S OFFICE REPRESENTATIVE			ANNEX (CLERK'S ROOM)
THURSDAY, APRIL 13	3:00 P.M.	EMS BOARD			ANNEX
FRIDAY, APRIL 14	HOLIDAY	ALL OFFICES CLOSED			
SATURDAY, APRIL 15	HOLIDAY	CLERK'S OFFICE CLOSED			
MONDAY, APRIL 17	6:00 P.M.	COUNTY COMMISSION MEETING			COURTHOUSE
WEDNESDAY, APRIL 19	3:00 P.M.	ANIMAL CONTROL			ANNEX
MONDAY, APRIL 24	9:00 A.M.	AIRPORT AUTHORITY			TOWN HALL
MONDAY, APRIL 24	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)			HIGHWAY DEPT
TUESDAY, APRIL 25	8:30 A.M.	INSURANCE COMMITTEE			ANNEX
WEDNESDAY, APRIL 26	8:30 A.M.	ZONING APPEALS (IF NEEDED)			ANNEX
<u>MAY 2017</u>					
MONDAY, MAY 1	3:30 P.M.	EDUCATION COMMITTEE			CENTRAL SCHOOL OFFICE
WEDNESDAY, MAY 3	1:00 P.M.	BUDGET & FINANCE			ANNEX
TUESDAY, MAY 9	8:30 A.M.	RANGE OVERSITE COMMITTEE			ANNEX
TUESDAY, MAY 9	1:00 P.M.	PLANNING			ANNEX
WEDNESDAY, MAY 10	2:00pm – 4:00pm	CONGRESSMAN ROE'S'S OFFICE REPRESENTATIVE			ANNEX
MONDAY, MAY 15	6:00 P.M.	COUNTY COMMISSION MEETING			COURTHOUSE
MONDAY, MAY 22	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)			HIGHWAY DEPT.
TUESDAY, MAY 23	8:30 A.M.	INSURANCE COMMITTEE			ANNEX
WEDNESDAY, MAY 24	8:30 A.M.	ZONING APPEALS (IF NEEDED)			ANNEX
SATURDAY, MAY 27	HOLIDAY	CLERK'S OFFICE CLOSED			
MONDAY, MAY 29	HOLIDAY	ALL OFFICES CLOSED			
TUESDAY, MAY 30	9:00 A.M.	AIRPORT AUTHORITY			TOWN HALL

****THIS CALENDAR IS SUBJECT TO CHANGE****

PROCLAMATION RECOGNIZING
PURPLE CITIES ALLIANCE

WHEREAS, Many people in the world suffer from dementia and its many forms, including Alzheimer's disease; and

WHEREAS, Those people suffering from dementia have differing levels of awareness and ability to function and communicate with others, which is sometimes difficult for others to comprehend; and

WHEREAS, Individuals with dementia as well as the caregivers that assist them are certainly an important part of our society and they need the support of businesses and members of the community to insure that those with dementia feel safe and cared for; and

WHEREAS, The Purple Cities concept, developed in Europe, refers to a city that takes specific steps to help people with dementia feel safer; a Purple City is one that provides a coordinated effort among individuals, businesses, local government agencies, non-profits, health care providers, faith-based communities, and other stakeholders to learn about dementia so that those with dementia are safer and better cared for throughout the community; and

WHEREAS, Greene County wishes to encourage the Purple Cities Alliance, a group of local volunteers, practitioners, and community leaders dedicated to this important cause; and

NOW, THEREFORE, I, David Crum, by virtue of the authority vested in me as Mayor of Greene County, Tennessee, do hereby recognize Purple Cities Alliance for its dedication to raise awareness and understanding of dementia and urge all citizens to become aware of appropriate forms of interaction with those with dementia so that they may continue to be contributing members to society.

THIS THE 17TH DAY OF APRIL, 2017

County Mayor



**A PROCLAMATION IN HONOR OF
THE SOUTH GREENE HIGH SCHOOL
CHEERLEADERS**

WHEREAS, The South Greene High School Cheerleaders were awarded the Class A Sportsmanship Award at the Girls State Tournament for the 2016-2017 season; and

WHEREAS, The team consisted of student/athletes, Zaida Stewart, Hayley Willett, Allison Reidnauer, Sarah Corder, Caitlin Lunsford, Melody Mercer, Katelin Workman, Sarah O'Bannon, Alexis Woods, Patience Salisbury, Madison Malone, Brooklyn Crum, Lauren Boles, Destiny Haire and Coach Beth Anne Overholt; and

WHEREAS, Zaida Stewart and Caitlin Lunsford were recognized as UCA All-Americans for 2016-2017; and

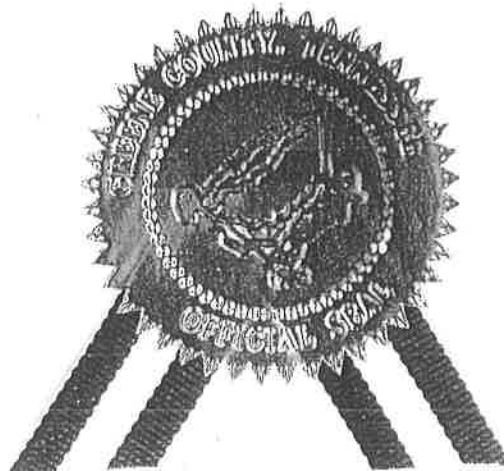
WHEREAS, the South Greene Cheerleaders play a key role at South Greene by promoting school spirit, leadership, sportsmanship and encourage and support all teams and individuals to make a commitment to excellence. South Greene Cheerleaders are honored to have supported the Lady Rebels basketball team throughout this championship year; and

WHEREAS, The many experiences shared and life lessons learned through sports should greatly benefit these teammates; and

NOW THEREFORE, I, David Crum, the Mayor of Greene County, Tennessee do hereby proclaim congratulations from the Greene County Legislative Body and the citizens of Greene County to the South Greene Lady Rebels for their excellence in their sport and positive representation of their school and community.

THIS THE 17th DAY OF APRIL, 2017

COUNTY MAYOR



**A PROCLAMATION IN HONOR OF
THE SOUTH GREENE HIGH SCHOOL
LADY REBELS BASKETBALL TEAM**

WHEREAS, The South Greene High School Lady Rebels Basketball Team became Class A state champions for the 2016-2017 season; and

WHEREAS, The team had a cumulative 35 wins against only 4 losses; and

WHEREAS, This was a record 29th appearance at the State Tournament and the teams 6th State title, tying them for 4th all-time in the state of Tennessee; and

WHEREAS, Individually, Taylor Lamb was named State Tournament MVP for the 2nd consecutive year, with Braelyn Wykle, Kinsley Wykle, and Morgan Williams named to the All-State Tournament team; and

WHEREAS, The many experiences shared and life lessons learned through sports should greatly benefit these teammates; and

NOW THEREFORE, I, David Crum, the Mayor of Greene County, Tennessee do hereby proclaim congratulations from the Greene County Legislative Body and the citizens of Greene County to the South Greene Lady Rebels for their excellence in their sport and positive representation of their school and community.

THIS THE 17th DAY OF APRIL, 2017

COUNTY MAYOR



MARCH 2017 DAILY REPORT

DATE	TONS	LOADS	BUS.	FOUNDRY	DEMO	PLASTIC	O.C.C.	O.N.P.	ALUM	BATT	USED OIL	TIRE WGT
3/1/2017	71.25	11	25		1.12							
3/2/2017	50.08	11	20		0.15							11.75
3/3/2017	56.21	12	23		1.81							
3/6/2017	130.97	25	31		6.68							10.54
3/7/2017	67.81	15	19		5.44	2900						
3/8/2017	56.94	10	31		2.75							
3/9/2017	39.59	10	16		2.8			15800			15	
3/10/2017	69.52	12	20		1.93							
3/13/2017	123.83	24	27		5.93							
3/14/2017	53.34	12	29		3.53	3100						
3/15/2017	48.34	8	25									
3/16/2017	63.91	14	21		6.51							
3/17/2017	44.34	8	25		0.86							
3/20/2017	114.95	22	30		5.03							9.13
3/21/2017	66.97	14	10		4.1	2620						
3/22/2017	44.34	9	29		1.74							
3/23/2017	70.56	14	13		3.22						120	
3/24/2017	62.74	12	25		1.45							
3/27/2017	140.17	23	30		4.12							
3/28/2017	71.34	14	17		3.03	3820					145	
3/29/2017	59.27	12	28		4.58			14420				9.61
3/30/2017	61.06	14	21		5.06							
3/31/2017	42.72	10	21		3.2							
TOTALS	1610.25	316	536	0	75.04	12440	0	30220	0	0	280	41.03

MARCH 2017 DAILY REPORT

TIRE COUNT	E WASTE	OMNI	IORNY ALUM	FENCE WIRE	
1005		5740			
852		6920			
		7680			
		4680			
		14340			
		5060			
774		5200		1450	
			1410		
836		13280			
3467	0	62900	1410	1450	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: GREENE COUNTY GOVERNMENT, TENNESSEE
 Address: 204 NORTH CUTLER STREET
GREENEVILLE, TN 37745
 Debt Issue Name: SCHOOL BUS CAPITAL OUTLAY NOTE, SERIES 2017
 If disclosing Initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 521,844.00
 Premium/Discount: \$ _____

3. Interest Cost: 0.4900 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input type="checkbox"/> General Government	_____ %	_____
<input checked="" type="checkbox"/> Education	<u>100.00</u> %	<u>PURCHASE OF SIX (6) SCHOOL BUSES</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 04/30/2017 Issue/Closing Date: 04/30/2017

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
1	\$ 521,844.00	0.4900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of Issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA Inlnk _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/11/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 04/17/2017 and presented at public meeting held on 04/17/2017

Copy to Director to OSLE: on 04/18/2017 either by:

Mail to: _____ OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	_____	_____
Title	<u>GREENE COUNTY MAYOR</u>	<u>DIRECTOR OF ACCOUNTS & BUDGETS</u>
Firm	_____	_____
Email	<u>davidcrummayor@greenecountytn.gov</u>	<u>danny.lowery@greenecountytn.gov</u>
Date	_____	_____

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 APRIL 17, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. HOLLY SADRIA BROOKS	580 FILLERS MILL RD GREENEVILLE TN 37743	423-823-7743	3260 ASHEVILLE HWY GREENEVILLE TN 37743	423-638-9164	TRUDY ANNETTE CRUM DALLAS DANIELLE BALL
2. ROBYN DURRETT- CARSON	700 MCGOY RD GREENEVILLE TN 37743	423-639-9776	107 WOODLAWN DR. JOHNSON CITY TN 37604	-	
3. JASON MACK CARTER	444 E BERNARD AVE GREENEVILLE TN 37745	423-639-7856	444 E BERNARD AVE GREENEVILLE TN 37745	423-639-7856	
4. JESSICA RUBY CHANDLEY	315 BIG SPRINGS DR MOSHEIM TN 37818	-	1319 TUSUCUM BLYD GREENEVILLE TN 37745	-	
5. SANDRA SELF FINK	185 MARCELLA DR MOSHEIM TN 37818	423-422-4732	1000 MAIN ST MOSHEIM TN 37818	422 4051	
6. CAROL ASHLEY FOULKS	401 HOPE RD. GREENEVILLE TN 37745	423-552-0145	401 HOPE RD. GREENEVILLE TN 37745	423-787-5000	
7. KAREN ROXANNE LAIR	265 POES LANE BULLS GAP TN 37711	423-393-2091	1202 IDELL ROAD BULLS GAP TN 37711	423-235-1167	
8. NORMA HOYT LOSEY	610 OTTWAY RD GREENEVILLE TN 37745	423-956-1283			
9. CRYSTAL MARY MACHELLE MALONE	4065 AFTON ROAD AFTON TN 37616	423-620-9894	810 WEST CHURCH STREET GREENEVILLE TN 37745	423-798-1749	MARY LOU BRITTON
10. SANDRA LYNN MALONE	268 ECHO DRIVE GREENEVILLE TN 37743	423-972-7146	3015 E. ANDREW JOHNSON HWY. GREENEVILLE TN 37745	423-278-3177	CORPORATE BOND, CAPITAL BANK
11. MICHAEL DAVID MORRELL	70 BRUMLEY DR N GREENEVILLE TN 37743	423 433 7929			
12. SAMUEL ARTHUR RICKER	203 MIKES AVE GREENEVILLE TN 37745	423-620-1160	114 WEST CHURCH STREET GREENEVILLE TN 37745	423-636-5055	
13. RICHARD SPIVEY ROBAS	701 BRUMMIT ST ROGERSVILLE TN 37857	-	1202 IDELL ROAD BULLS GAP TN 37711	423-235-1167	
14. BAMBI KESSLER WHEALE	1846 CULBERTSON RD GREENEVILLE TN 37743	770-893-7563	471 POTTERTOWN RD MIDWAY TN 37809	4234222040	

Debi Bryant
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

4/15/17

DATE

A RESOLUTION TO SET A POLICY FOR A DRESS CODE FOR COUNTY COMMISSIONERS AT MEETINGS OF THE COUNTY LEGISLATURE BODY

WHEREAS, Greene County Commissioners as elected officials represent the citizens of Greene County at county commission meetings; and

WHEREAS, each County Commissioner's attire at commission meetings reflect upon Greene County as a whole, its citizens, and the overall Greene County Commission, its core values as well as the professionalism of the body; and

WHEREAS, in order to balance the County's image with the County Commissioner's freedom to make wardrobe choices, a Legislative Body Dress Code Policy should be implemented; and

WHEREAS, the Greene County Legislative Body should establish a dress code befitting the dignity and solemnity of County Legislative Body meetings coupled with good judgment about the proper attire to wear in attendance at County Legislative meetings as follows:

- (a) Casual business wear, meaning professional, properly sized, appropriately maintained neat clothing, in good repair, that communicates a professional attitude and is appropriate to the duties of its wearer and the reasonable expectations of all persons in attendance of such Legislative Body meetings.
- (b) No sagging jeans; only neat and clean jeans.
- (c) Shorts are unacceptable.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on April 17th, 2017 with a quorum being present and a majority voting in the affirmative to establish a Dress Cody Policy for members of the County Legislative Body as above described.

Eddie Jennings
Sponsor

County Mayor

County Clerk

Roger A. Woolsey
County Attorney

A

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

RESOLUTION TO CHANGE THE MONTHLY MEETING PLACE FOR THE COUNTY LEGISLATIVE BODY FROM THE COUNTY COURTHOUSE TO DIFFERENT SCHOOLS IN THE VARIOUS COMMUNITIES IN GREENE COUNTY

WHEREAS, presently the Greene County Legislative Body meets monthly at 6:00 p.m. on the third Monday night each month in the Greene County Courthouse; and

WHEREAS, it would appear that it would advantageous for all future County Legislative Body Meetings to be held monthly at schools in the various communities in Greene County in order to encourage greater attendance by its citizens who would not then not be required to drive to Greeneville to attend meetings of the Greene County Legislature Body.

THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 17th day of April, 2017, a quorum being present and a majority voting in the affirmative, that the Greene County Legislative Body have their regularly scheduled monthly meetings each month at 6:00 p.m. at different schools in the various communities of Greene County.

Eddie Jennings _____
Sponsor

County Executive

County Court Clerk

Roger A. Woolsey

County Attorney

B.

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

**A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR
GREENE COUNTY SCHOOLS GENERAL PURPOSE BUDGET FOR
CAPITAL OUTLAY PROJECTS**

WHEREAS, the Greene County Board of Education has approved budgeting \$877,133 from our Unassigned Fund Balance for capital outlay projects. (List attached)

WHEREAS, the following appropriations will be amended:

DECREASE BEGINNING BUDGETED GENERAL FUND BALANCE

39000 Unassigned Fund \$877,133

Total adjustment to beginning budgeted fund balance: \$877,133

CAPITAL OUTLAY

76100 707 Building Improvements \$877,133

INCREASE IN APPROPORATIONS \$877,133

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 17th day of April 2017, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

County Mayor

Education Committee
Sponsor

Roger A. Walsby

County Attorney

County Clerk

C

CAPITAL OUTLAY 2017

<u>Roofs</u>	
NGHS	\$175,000.00
McDonald	\$42,000.00
Debusk	\$42,000.00
	\$259,000.00
<u>Plumbing Project Sewer Only</u>	
CDMS	\$350,000.00
	\$350,000.00
<u>HVAC Project</u>	
Debusk	\$17,950.00
Glenwood	\$44,200.00
WGHS Ag Shop	\$5,570.00
Ottway	\$55,780.00
	\$123,500.00
<u>Phone System</u>	
Camp Creek	\$4,483.00
	\$4,483.00
<u>ABIC Building</u>	
Tile	\$55,500.00
	\$55,500.00
<u>Lawn Mower</u>	
CDMS	\$9,000.00
	\$9,000.00
<u>Bleacher Seats</u>	
CDHS	\$6,000.00
	\$6,000.00
<u>Ceilings</u>	
WGHS Ag Shop	\$2,650.00
	\$2,650.00
<u>Tennis Court Repairs</u>	
NGHS & SGHS	\$17,000.00
	\$17,000.00
<u>Painting</u>	
All Schools	\$40,000.00
	\$40,000.00
<u>CDHS Soccer Walkway and Bathroom ADA Compliance</u>	
	\$10,000.00
GRAND TOTAL	\$877,133.00

A RESOLUTION TO BUDGET COLLECTIONS FROM THE OFFICE OF THE STATE CHIEF MEDICAL EXAMINER FOR REPORTS OF INVESTIGATION TO FUND 101 – GENERAL FUND - COUNTY CORONER(#54610) FOR FYE JUNE 30, 2017

- WHEREAS,** the Greene County EMS Department submits Reports of Investigation to the Office of the State Chief Medical Examiner every two weeks, and
- WHEREAS,** the Office of the State Chief Medical Examiner reimburses the County twenty five dollars (\$25) for each Report submitted, and
- WHEREAS,** the County requests that all funds collected for these Reports be appropriated back to Fund 101 – General Fund - County Coroner Department (#54610), and

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 17th day of April, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Budget and Finance
Sponsor

County Clerk

Regina Woolsey

County Attorney

D

**RESOLUTION TO APPROVE CONTRACT BETWEEN THE STATE OF
TENNESSEE, DEPARTMENT OF CORRECTIONS AND GREENE COUNTY,
TENNESSEE FOR REIMBURSEMENT FOR HOUSING FELONS CONVICTED IN
GREENE COUNTY**

WHEREAS, the State of Tennessee requires counties to house felons convicted in its respective county; therefore it is advantageous for counties to enter into a reimbursement contract with the State of Tennessee Department of Corrections that provided a higher reimbursement rate than is paid to counties operating without a contract; and

WHEREAS, the State of Tennessee's daily reimbursement rate for housing state felons is \$37.00 per inmate per day; and

WHEREAS, attached as EXHIBIT "A" to this resolution is the proposed contract for reimbursement between the State of Tennessee and Greene County for housing state felons; and

WHEREAS, the attached contract shall take effect July 1, 2017 and shall extend for a period of 60 months if approved; and

WHEREAS, after reviewing said contract, the Greene County Legislative Body has determined that it is in the best interests of the citizens and residents of the County, the Sheriff's department, and Greene County government to enter into said contract with the State of Tennessee, Department of Corrections to receive the daily reimbursement rate for housing felons at \$37.00 per inmate per day.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 17th day of February, 2017, a quorum being present and a majority voting in the affirmative that the County Mayor, Sheriff, and County Attorney on behalf of Greene County is authorized to enter into the Contract (attached as Exhibit A) with

E.

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

the State of Tennessee, Department of Corrections for reimbursement for housing felons at the Greene County Jail and the Greene County Workhouse

BE IT FURTHER RESOLVED that the County Mayor, Sheriff, and County Attorney is authorized to make such decisions and execute such additional documents as is necessary to carry out and implement the County's responsibilities as specified under said contract.

Budget and Finance Committee
Sponsor

County Mayor

Roger A Woolsey

County Attorney

County Clerk

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
GREENE COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Greene County, hereinafter referred to as the "Contractor," is for the provision of housing convicted State felons, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 62-1449769-00

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. In accordance with T.C.A. § 41-8-106 and § 40-35-104, the Contractor agrees to house all male and female felons convicted in **Greene** County and sentenced to a total of not more than three (3) years and not less than one (1) year (hereinafter referred to as Locally Sentenced Felons), except for those who are selected by the State for placement in the Special Alternative Incarceration Unit (boot camp) in accordance with T.C.A. § 40-20-201 through -207. The County shall have no responsibility for Locally Sentenced Felons selected for the Special Alternative Incarceration Unit once the State has assumed physical custody. The Contractor agrees to provide proper safekeeping, care, custody, control, and housing of all such Locally Sentenced Felons consistent with Article I, Section 32 of the Constitution of Tennessee and all applicable statutory standards.
- A.3. In the event any felon becomes a disciplinary problem or security risk sufficient to require closer security and/or custody than can be provided by the Contractor, the Contractor may request transfer of such felon to the State. Such request shall be in writing and directed to the Director of Classification for the State. If the State agrees to accept the Locally Sentenced Felon, the Contractor shall be responsible for transporting such Locally Sentenced Felon to the required State facility.
- A.4. Locally Sentenced Felons housed by the Contractor under this Contract shall be housed at the Contractor's Facility located in **GREENE** County, **GREENVILLE**, Tennessee, (hereinafter referred to as the Facility.)
- A.5. The Contractor shall be compensated monthly for the actual number of Locally Sentenced Felons housed.
- A.6. Subject to the provisions in A.7., the contractor will also be compensated monthly for any felon sentenced to the State who is housed at the Facility awaiting transfer to the State.
- A.7. The Contractor agrees to promptly transfer any felon sentenced to the State who is being housed in the Contractor's facility awaiting transfer to the State when requested to do so by the Commissioner or the Commissioner's designee; provided such request is made in writing and states the date the State will accept transfer of the felon. No compensation shall be paid to the Contractor for any felon the Contractor fails to transfer in violation of this section.
- A.8.a. The Contractor shall be responsible for the cost of providing routine medical, mental health, and dental services at a cost not to exceed one thousand dollars (\$1,000.00) per felon per fiscal year, for felons housed at the Facility.
- b. Pursuant to *Tennessee code Annotated* §41-4-115(g), within time frames specified, the state shall be liable for expenses incurred from emergency hospitalization, provided that the expenses meet the department's criteria for emergency hospitalization, and medical treatment provided in A.8.c.

EXHIBIT

"A"

- c. The State shall be responsible for providing, or paying for the provision of medical, dental, and mental health treatment services, other than those provided pursuant to item A.8.a. Provided, however, notwithstanding any provision contained herein to the contrary, any medical expense for any felon resulting from the negligence or willful wrongdoing of the Contractor, its officer, agents, or employees, shall be fully paid for by the Contractor.
 - d. The Contractor will not be reimbursed for a day during which the Felon is transferred from the Facility, is permanently released from the Facility, is not housed for a minimum of four (4) hours during a twenty-four (24) hour period, or is housed in the Contractor's facility in violation of A.7.
 - e. The Contractor shall immediately, in writing, notify as appropriate, the Director of Health Services, the Director of Mental Health or their designee if medical, mental health, or dental treatment services beyond the scope of A.8.a. are needed by a felon. The State shall, with the exception of emergency services, reserve the right to determine the site at which services will be provided. Transportation of the felon shall be the responsibility of the Contractor.
- A.9. The Contractor agrees that the Facility will achieve and retain certification from the Tennessee Corrections Institute. If the Facility is not certified on the effective date of this Contract, the Contractor agrees to make such changes or adopt such measures as are necessary to achieve certification within one (1) year. If the Facility loses certification at any time during the term of this Contract, the Contractor agrees to notify the State and to take such measures as are necessary to achieve certification within six (6) months of such loss of certification. Failure to obtain certification may result in the termination of this contract.
- A.10. The Contractor shall provide for the collection and entry of felony offender data into the Offender Management Information System operated by TDOC in accordance with the requirements of the State. Such entry shall provide information for generation by the State of monthly service statistics which will serve as the Contractor's invoice (jail bill) for housing services rendered in that month. Information on other services rendered shall be submitted within forty-five (45) days after the month of service.
- A.11. Contractor will comply with the Prison Rape Elimination Act of 2003, 42. U.S.C. 15601 et seq., [PREA] and with all applicable PREA Standards for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in the performance of the Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2017 ("Effective Date"), and extend for a period of (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eight million six hundred fifty six thousand dollars (\$8,656,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Per Felon Per Day	\$ 37.00

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Correction
 Rachel Jackson Building, 3rd Floor
 320 Sixth Avenue North
 Nashville, Tn. 37243-0465

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Correction - Fiscal
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified

by written notice.

The State:

Landon Kenderdine
Judicial Cost Accountant
Department of Correction
3rd Floor, Rachel Jackson Building
Nashville, TN 37243-0465
Landon.kenderdine@tn.gov
Telephone # 615.253.8108

The Contractor:

David L. Crum, County Mayor
Greene County
204 North Cutler Street, Suite 206
Greeneville, TN 37743
davidcrummayor@greenecountytngov.com
kimhinson@greenecountytngov.com

Telephone # 423.798.1766

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

GREENE COUNTY TENNESSEE:

DAVID CRUM, MAYOR

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE

Attachment XXXX

It is an express term of this Contract that the County Jail in question be compliant with the Prison Rape Elimination Act (PREA) Act, 42 U.S.C. §15601 through §15609 (PREA), and Title 28 CFR Part 115. For purposes of complying with PREA requirements, County Jails must have been audited at least once by **August 20, 2016**, and during every three-year anniversary thereafter.

Therefore, with the assurances as set forth herein, it is represented and made part of this contract that _____ (Jail Name) has engaged _____ (Auditor's Name), a certified PREA auditor; and has a PREA audit currently scheduled for _____, 2017.

County Jail Representative

County Mayor

County Attorney

**CONTRACT**

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date 7/1/2017	End Date 6/30/2022	Agency Tracking # 32904-20251	Edison Record ID		
Contractor Legal Entity Name Greene County			Edison Vendor ID		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Housing convicted State felons					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	1,567,000.00				1,567,000.00
2019	1,645,000.00				1,645,000.00
2020	1,727,000.00				1,727,000.00
2021	1,813,000.00				1,813,000.00
2022	1,904,000.00				1,904,000.00
TOTAL:	\$8,656,000.00				\$8,656,000.00
American Recovery and Reinvestment Act (ARRA) Funding:				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE - GU</i>	
Speed Chart (optional)		Account Code (optional)			

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
THE APPROPRIATION OF \$2,162 FROM FUND 101 – GENERAL FUND
RESTRICTED FUND BALANCE ACCOUNT #34625 – COMMITTED FOR PUBLIC
SAFETY**

WHEREAS, the Greene County Sheriff's department has received a total of \$3,286 in donations restricted for the support of the K-9 unit through March 31, 2017 and;

WHEREAS, the Greene County Legislative Body established the restriction for contributions to support the K-9 unit during the regular session held on September 19, 2016 and;

WHEREAS, the Sheriff would like to expend \$2,162 for Law Enforcement Equipment for the K-9 Unit;

THEREFORE, let Fund 101 – General Fund be amended as follows:

INCREASE IN BUDGETED RESTRICTED FUND BALANCE	
34625 Committed for Public Safety	\$ 2,162
Total Increase in Budgeted Restricted Fund Balance	<u>\$ 2,162</u>

INCREASE IN APPROPRIATIONS	
54110 SHERIFF'S DEPARTMENT 716 Law Enforcement Equipment	\$ 2,162
Total Increase in Appropriations	<u>\$ 2,162</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 17th day of April, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Budget and Finance

County Clerk

Roger A. Wooley

County Attorney

F

**A RESOLUTION TO BUDGET FOR \$26,863 IN REVENUE RECEIVED
FROM VARIOUS SOURCES TO THE SHERIFF'S DEPARTMENT FOR
THE FISCAL YEAR ENDING JUNE 30, 2017**

- WHEREAS,** the Greene County Sheriff's Dept. has received proceeds from the sale of surplus/seized vehicles and equipment in the amount of \$18,435 in the current fiscal year, and
- WHEREAS,** the Greene County Sheriff's Department has received reimbursements totaling \$7,101 from insurance claims related to traffic accidents, and
- WHEREAS,** the Greene County Sheriff's Department has received \$500 from Monarch Calendar Company as a result of the sales of promotional ads for the 2017 Sheriff's Department Calendar, and
- WHEREAS,** the Greene County Sheriff's Department has received \$211 in equitable sharing funds from the Federal Government related to a drug case and the money must be spent on law enforcement equipment, and
- WHEREAS,** the Greene County Sheriff's Department has received proceeds totaling \$616 from the sale of recycled materials, and
- WHEREAS,** the Sheriff Dept. wishes to expend those funds during the fiscal year and
- THEREFORE,** let the General Fund budget be amended as follows:

G

**A RESOLUTION TO BUDGET FOR \$26,863 IN REVENUE RECEIVED
FROM VARIOUS SOURCES TO THE SHERIFF'S DEPARTMENT FOR
THE FISCAL YEAR ENDING JUNE 30, 2017**

INCREASE BUDGETED REVENUES

42910	Proceeds from Confiscated Property	\$ 2,263
44180	Expenditure Credits	3,644
44145	Sale of Recycled Materials	616
44530	Sale of Equipment	15,419
44540	Sale of Property	964
44570	Contributions and Gifts	500
49700	Insurance Recovery	3,457
	Total Increase in Revenue	<u>\$ 26,863</u>

INCREASE BUDGETED APPROPRIATIONS

54110	SHERIFF'S DEPARTMENT	
338	Maintenance and Repair Services - Vehicles	\$ 7,101
716	Law Enforcement Equipment	19,762
	TOTAL INCREASE IN APPROPRIATIONS	<u>\$ 26,863</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 17th day of April, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor

Roger A. Workley

County Attorney



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

March 29, 2017

Honorable David J. Crum, County Mayor
and the Board of Commissioners of Greene County
204 North Cutler Street
Greeneville, TN 37743

Dear Mayor Crum and Members of the Board:

Prior to the beginning of the fiscal year, all counties in Tennessee must adopt an annual budget appropriation resolution and file it with the Office of State and Local Finance ("OSLF"). A county that has issued debt pursuant to Title 9, Chapter 21, or entered into a loan agreement with a public building authority pursuant to Title 12, Chapter 10 of the Tennessee Code Annotated, must obtain approval of its budget from OSLF (T.C.A. §§ 9-21-403(c) and 12-10-109(c)).

Responsibility of County Officials

A county's officials are responsible for adopting a realistic cash-basis balanced budget and for ensuring that the budget is in compliance with specific program statutes or guidelines and with any financial compliance requirements established by federal, state or local statutes or regulations. By submission of the budget to OSLF, county officials represent that the budget as adopted is realistic and in compliance with all federal, state or local statutes or requirements.

The Budget and Property Tax Levy

A county legislative body (the "CLB") has a duty to adopt a property tax levy by the first Monday in July or as soon as possible thereafter (T.C.A. § 67-5-510). The property tax levy or the amended property tax levy must be adopted in sufficient time so that property tax notices may be sent prior to the first Monday in October (T.C.A. § 67-1-701, OAG 04-149).

Budget Adoption and Continuation Budgets

If a County's CLB has not adopted an appropriation resolution for the upcoming fiscal year by June 30 and it operates pursuant to the General Law, County Budgeting Law of 1957, or the Financial Management Act of 1981, the County may continue operations within the appropriations of the prior fiscal year until

August 31.¹ An appropriation resolution must be adopted no later than August 31. If extraordinary circumstances prevent the adoption of the resolution, the County may request that OSLF approve a request to extend its continuation budget through September 30. Additional guidance regarding extraordinary circumstances and procedures for requesting approval from OSLF may be found at: <http://www.comptroller.tn.gov/sl/>.

Closing Notes

Please submit the complete budget with the required supporting documents to OSLF within 15 days of adoption. Only a complete budget with all the required information will be considered as submitted and received by OSLF. Before submitting the budget information package to OSLF, the county should confirm that the package contains physical copies of all documents along with all relevant schedules with a ***signed and certified*** original copy of the appropriation and tax levy resolutions. Further information concerning budgeting requirements, a budget submission checklist, and required schedules may be found on our website at: <http://www.comptroller.tn.gov/sl/>.

Please send the complete budget submission package to your assigned analyst (refer to the attached contact information and mailing address). If you need any assistance with your submission, you may contact your analyst. For hands-on assistance in preparing and adopting your budget, please contact the County Technical Advisory Service (CTAS) or the State Department of Education - Section of Local Finance.

NOTE: Please do not include debt approval or refunding report requests with your budget submission.

Thank you,



Sandra Thompson
Director of the Office of State and Local Finance

Enclosure: Attachment – Contact Information

¹ T.C.A. § 5-9-404 General Law Budgeting, T.C.A. § 5-12-109(A) County Budgeting Law of 1957, and T.C.A. § 5-21-111 Financial Management Act of 1981.

Attachment

Office of State and Local Finance Contact Information

Staff Contacts:

Sandi Thompson, Director
Email: sandi.thompson@cot.tn.gov
Phone: 615-747-5369

Sheila Reed, Assistant Director
Email: sheila.reed@cot.tn.gov
Phone: 615-401-7906

Lori Barnard, Senior Financial Analyst – (Counties: A-F)
Email: lori.barnard@cot.tn.gov
Phone: 615-747-5347

Steve Osborne – (Counties: G-N)
Email: steve.osborne@cot.tn.gov
Phone: 615-747-5343

Ron Queen, Senior Financial Analyst – (Counties: O-Z)
Email: ron.queen@cot.tn.gov
Phone: 615-401-7862

Mailing Address:

Comptroller of the Treasury
Office of State and Local Finance
James K. Polk State Office Building, Suite 1600
505 Deaderick Street
Nashville, TN 37243-1402