

**\*\*Public hearing at 5:00 P.M. regarding 2016-2017 budget\*\***

**AGENDA**  
**GREENE COUNTY LEGISLATIVE BODY**  
**Monday, August 15, 2016**  
**6:00 P.M.**

The Greene County Commission will meet at the Greene County Courthouse on Monday, August 15, 2016 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 - Commissioner Kevin Morrison, Veteran, U.S. Army
- \*Roll Call

**Public Hearing**

- Joel Hauser

**Approval of Prior Minutes**

**Reports**

- Reports from Solid Waste Dept.
- Circuit Court Annual Financial Report
- Committee minutes

**Election of Notaries**

**Old Business**

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

**Resolutions**

- B. A resolution to approve program policies and procedures for the Home Grant Program by the Tennessee Housing Development Agency (THDA)
- C. A resolution to authorize the Greene County Mayor to incur costs for contract activities for the Forward Air project prior to the award of a State contract under the Fast Tract Economic Development program
- D. A resolution to allocate funds for improvements at the Greene County Health Department
- E. A resolution authorizing the County Mayor to make application to the State of Tennessee Department of Environment and Conservation grant program
- F. A resolution making appropriations for the various funds, departments, institutions, offices and agencies of Greene County, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017
- G. A resolution making appropriations to nonprofit organizations of Greene County, Tennessee for the fiscal year beginning July 1, 2016 and ending June 30, 2017
- H. A resolution of the Greene County legislative body fixing the tax levy in Greene County, Tennessee for the year beginning July 1, 2016

**Other Business**

- Commissioners to meet in closed session

**Reconvene**

**Adjournment**

**Closing Prayer - Commissioner Wade McAmis**

## REGULAR COUNTY COMMITTEE MEETINGS

<b>AUGUST 2016</b>			
MONDAY, AUG 1	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
WEDNESDAY, AUG 3	1:00 P.M.	BUDGET & FINANCE	ANNEX
<b>THURSDAY, AUG 4</b>	<b>ELECTION DAY, STATE PRIMARY/COUNTY GENERAL    ALL OFFICES CLOSED</b>		
TUESDAY, AUG 9	8:00 A.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING	RANGE ANNEX ANNEX
TUESDAY, AUG 9	8:30 A.M.		
TUESDAY, AUG 9	1:00 P.M.		
WEDNESDAY, AUG 10	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
<b>MONDAY, AUG 15</b>	<b>6:00 P.M.</b>	<b>COUNTY COMMISSION MEETING</b>	<b>COURTHOUSE</b>
MONDAY, AUG 22	6:00 P.M.	HIGHWAY (IF NEEDED)	HIGHWAY DEPT.
TUESDAY, AUG 23	8:30 A.M.	INSURANCE COMMITTEE	ANNEX
WEDNESDAY, AUG 24	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
MONDAY, AUG 29	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
<b>SEPTEMBER 2016</b>	<b>LABOR DAY</b>	<b>ALL OFFICES CLOSED</b>	
<b>MONDAY, SEPT 5</b>			
TUESDAY, SEPT 6	3:00 P.M.	DEBRIS	ANNEX
WEDNESDAY, SEPT 7	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, SEPT 13	8:00 A.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING	RANGE ANNEX ANNEX
TUESDAY, SEPT 13	8:30 A.M.		
TUESDAY, SEPT 13	1:00 P.M.		
WEDNESDAY, SEPT 14	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
<b>MONDAY, SEPT 19</b>	<b>6:00 P.M.</b>	<b>COUNTY COMMISSION MEETING</b>	<b>COURTHOUSE</b>
MONDAY, SEPT 26	6:00 P.M.	HIGHWAY (IF NEEDED)	HIGHWAY DEPT
TUESDAY, SEPT 27	8:30 A.M.	INSURANCE	ANNEX
WEDNESDAY, SEPT 28	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX

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

# CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

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

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

*Don Bryant*  
SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

8/21/16

DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

Sharron Collins  
Sponsor

Rog. e. Way  
County Attorney

County Clerk

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

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

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

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

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

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

Zak Neas

Sponsor

County Mayor

Roger A. Woolsey

County Attorney

County Clerk

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B.



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

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

**2. AUTHORITY**

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

**3. PROGRAM RESOURCES**

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

**4. APPLICABLE LAWS**

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

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

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

## 5. ELIGIBILITY REQUIREMENTS

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

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

## 6. INCOME ELIGIBILITY

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

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

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

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

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

interest on checking account) is counted as annual income.

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

**D. ASSETS INCLUDE:**

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

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

**E. ASSETS DO NOT INCLUDE:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED**

**A. DEFINITIONS** - The following are definitions of the various terms used with respect to eligibility requirements of property to be rehabilitated.

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

### **B. ELIGIBILITY CRITERIA**

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

## 8. RATING SYSTEM FOR RANKING OF APPLICANTS

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

### 1. INCOME/FAMILY SIZE

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

*Greene County, updated 6/06/16*

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

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

### 2. NUMBER IN HOUSEHOLD

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

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

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

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

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

Standard	No points
Substandard	0 - 74
Life threatening	75 points

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

## 9. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS

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

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

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

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

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



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

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

### **C. SUBORDINATION POLICY**

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

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

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

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

receipt of rehabilitation grant money.

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

## **10. ELIGIBLE REHABILITATION ACTIVITIES**

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

### **B. ELIGIBLE COSTS**

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

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

**C. INELIGIBLE COSTS -**

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

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

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

## **11. HOUSING REHABILITATION SPECIFICATIONS**

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

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

## **12. CONTRACTING FOR REHABILITATION WORK**

**A. INTRODUCTION** - This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

1. **FORM OF CONTRACT** - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specification by reference, the work write-up which specifies the work to be done, and the existing code violations.
2. **USE OF ALTERNATES** - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
3. **PROCUREMENT OF BIDS** - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.
4. The term "CONTRACTOR" applies to the firm bidding on work or receives an award and could be interpreted as a Licensed General Contractor, Licensed Remodeling Contractor, Project Management Firm, Licensed Mobile Home Manufacturers Retailer/Installer, or other applicable business vendor as pertains to the work being placed for bid.

**B. GENERAL CONDITIONS** - The bid package will include the following:

1. The address, time and date by which the bid should be submitted by the contractor
2. A provision that the bid be accepted by the homeowner within a specified length of time
3. A provision that the contractor start work within a specified length of time
4. A statement concerning the acceptability of progress payments
5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee receives the contractor's invoice and release of liens, and claims for liens by the subcontractor, laborers and material suppliers for completed work or supplied materials.
6. Provisions that the contractor will be required to:
  - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

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

#### **C. INSURANCE –**

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

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

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



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

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

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

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

**F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL**

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

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

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

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

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

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

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

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

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

## **C. FINAL PAYMENTS**

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

<b>14. GRIEVANCE PROCEDURE</b>
--------------------------------

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

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

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

## 15. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

C.

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

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

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

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

Budget and Finance Committee  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

  
County Attorney

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Paul Burkey  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Attorney

*Roger A. Woolsey*

D.

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



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

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

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

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

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

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

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

E.

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

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

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

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

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

Brad Peters  
Sponsor

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

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

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

**General Fund**

**General Government**

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

**Finance**

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

**Administration of Justice**

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

F.

**Public Safety**

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

**Public Health & Welfare**

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

**Social, Cultural, and Recreational**

Libraries	86,000
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**Agriculture and Natural Resources**

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

**Other General Government**

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

**Debt Service**

General Government Interest On Debt	3,540
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***Total General Fund***

<b>\$ 23,872,992</b>
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**Solid Waste Sanitation Fund:**

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

**Worker's Compensation & Liability Fund**

Risk Management	\$ 1,684,918
Transfer Out	3,540
<b>Total Worker's Compensation &amp; Liability Fund</b>	<b>\$ 1,688,458</b>

**Drug Control Fund**

Drug Enforcement	\$ 143,800
<b>Total Drug Control Fund</b>	<b>\$ 143,800</b>

**Highway/Public Works Fund**

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

**General Debt Service Fund**

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

**Education Debt Service Fund**

Education Debt Service	\$ 2,603,558
<b>Total Education Debt Service Fund</b>	<b>\$ 2,603,558</b>

**Economic Development Fund**

Social, Cultural and Recreational Programs	\$ 237,735
<b>Total Economic Development Fund</b>	<b>\$ 237,735</b>

**General Purpose School Fund**

Regular Instruction Program	\$ 24,587,842
Special Education Program	3,335,874
Vocational Education Program	1,541,532
Attendance	132,636
Health Services	570,009
Other Student Support	1,219,490
Regular Instruction Program	2,170,695
Special Education Program	424,090
Vocational Education Program	94,546
Technology	204,300
Board of Education	1,229,453
Office of the Director	392,846
Office of the Principal	3,332,647
Fiscal Services	311,055
Operation of Plant	3,078,971
Maintenance of Plant	782,992
Transportation	2,773,303
Central and Other	108,104
Community Services	277,524
Early Childhood Education	1,687,733
Regular Capital Outlay	651,071
Debt Service	127,428
Transfers to Primary Government	250,000
<b>Total General Purpose School Fund</b>	<b>\$ 49,284,141</b>

**Central Cafeteria Fund**

Food Service	\$ 3,598,188
<b>Total Central Cafeteria Fund</b>	<b>\$ 3,598,188</b>

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

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

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

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

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

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

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

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

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

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



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

Passed this 15<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Court Clerk

\_\_\_\_\_  
Budget & Finance Committee  
Sponsors

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

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

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

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

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

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

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

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

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

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

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

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

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

G.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Budget & Finance Committee

\_\_\_\_\_  
County Court Clerk

\_\_\_\_\_  
Sponsors

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

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

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

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

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

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

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

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

Passed this 15<sup>th</sup> day of August, 2016.

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County Mayor

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County Attorney

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County Court Clerk

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Budget & Finance Committee  
Sponsors