

AGENDA

GREENE COUNTY LEGISLATIVE BODY

Monday, April 15 2013

9:00 A.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, April 15, 2013 beginning at 9:00 a.m. in the Criminal Courtroom (Top Floor) in the Courthouse. There will be a presentation at 9:00 a.m. by the Cope Architectural Group and no caucus meetings.

Call to Order

- *Pledge to Flag
- *Invocation
- *Roll Call

Public Hearing

- *Proclamations

Approval of Prior Minutes

Reports

Reports from Solid Waste Dept.
Committee Minutes

Old Business

Election of Notaries

Resolutions

- A. A resolution to appoint members to the Greene County Board of Equalization for 2013;
- B. A resolution to amend the Highway Fund 2012-2013 fiscal year budget for revenues from the sale of a surplus paint truck and increase appropriations to allow for the expenditure of the funds;
- C. A resolution to amend the 2013 fiscal year Highway Fund's budget to budget for insurance recovery proceeds from the damage of a Highway vehicle;
- D. A resolution to amend the 2013 fiscal year Highway Fund's budget to budget for reimbursement from the U.S. Forestry Service for work performed by Greene County Highway Dept.;
- E. A resolution to amend the 2013 fiscal year Highway Fund's budget to budget for reimbursement from Town of Greeneville for repair of Kiser Blvd. performed by Greene County Highway Department;
- F. A resolution of the Government Body of Greene County, TN, authorizing the issuance, sale, and payment of six month capital outlay notes, series 2013 not to exceed \$697,217.

Other Business

Adjournment

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

BATCH # 15

AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
NOTARY PUBLIC DURING THE APRIL 2013 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. GINGER K DUGGER	2375 ROARING FORK RD GREENEVILLE TN 37745	423-895-0065	401 TAKOMA AVE GREENEVILLE TN 37743	423-636-2356	WILL OBTAIN THROUGH M.M. & B
2. KAREN L KARP	1714 HWY 93 SUITE 12 FALL BRANCH TN 37656	423-361-1562	235 CARR LANE N FALL BRANCH TN 37656	423-348-0916	JOHNSON CITY WOFFORD BROTHERS
3. JENNIFER MARIE GRAHAM	124 AUSTIN ST SUITE 2 GREENEVILLE TN 37745	423-787-1458	124 AUSTIN ST SUITE 2 GREENEVILLE TN 37745	423-787-1458	SHARON ROLLINS DEANNA COAKLEY
1. DEANNA MICHELLA COAKLEY	124 AUSTIN ST STE 2 GREENEVILLE TN 37745	423-787-1458	124 AUSTIN STREET STE 2 GREENEVILLE TN 37743	423-787-1458	SHARON ROLLINS JENNIFER GRAHAM
3. AMY MICHELLE PERKINS	2823 VAN HILL RD. GREENEVILLE TN 37745	423-234-0636	1202 IDELL RD. BULLS GAP TN 37711	423-235-1167	
3. SHARON ANNETTE ROLLINS	8255 OLD ASHEVILLE HWY GREENEVILLE TN 37743	423-552-4456	124 AUSTIN ST SUITE 2 GREENEVILLE TN 37745	423-787-1458	
7. MIRANDA TRASK BENNETT	1514 SYLVAN DRIVE JOHNSON CITY TN 37604	423-863-1990	3465 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-638-6956	LEE HOUSE TONYA PATTERSON
3. ASHLEA DENISE BASKETTE	30 ROBINSON STREET E MOSHIM TN 37818	423-620-3537	1705 W MAIN STREET GREENEVILLE TN 37743	423-636-1333	
3. PAMELA A. BURBANK	499 ST JAMES RD GREENEVILLE TN 37743	423-798-9262	2195 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-639-5150	92 BB G557 4
10. BRANDI L RICKER	2095 SUNNYDALE RD GREENEVILLE TN 37743	423-639-9219	331 CCU BLVD GREENEVILLE TN 37745	423-639-6131	
11. ROBYN DURRETT - CARSON	700 MCCOY ROAD GREENEVILLE TN 37743	423-639-9776	107 WOODLAWN DRIVE JOHNSON CITY TN 37604	423-929-7158	
12. TONYA DENISE MATTILA	335 ALPINE LOOP MOSHIM TN 37818	423-422-4181	2815 NEWPORT HWY GREENEVILLE TN 37743	423-552-5898	
13. MARY HELEN CLOWERS	2165 OLD ASHEVILLE HIGHWAY GREENEVILLE TN 37743	423-638-7214	110 N. COLLEGE STREET GREENEVILLE TN 37743	423-636-6200	
14. TERESA REGINA CRAWFORD	76 WINDBRANCH LANE AFTON TN 37616	423-638-6155	130 BOB SMITH BLVD GREENEVILLE TN 37745	423-798-7144	HOWARD HILDRETH AGENCY
15. SHANNON RENEE MADELL	1285 OLIVET MOUNTAIN RD GREENEVILLE TN 37743	638 3313	430 AIRPORT RD GREENEVILLE TN 37745	636 7000	

SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

DATE

A RESOLUTION TO APPOINT MEMBERS TO THE GREENE COUNTY
BOARD OF EQUALIZATION FOR 2013

WHEREAS, it is necessary to appoint members to serve on the
Greene County Board of Equalization; and

WHEREAS, the following list of members is presented for approval
by the Greene County Commission.

Joseph E. Wildman, Ray Crum, Marc Pillar, Phil Gentry and Wayne
Phillips.

NOW, THEREFORE, be it resolved, by the Greene County
Legislative Body, meeting in regular session on this 15th day of April,
2013, a quorum being present and a majority voting in the affirmative, that
the following list of members be appointed to the Greene County Board of
Equalization as presented.

THIS THE 15th DAY OF APRIL, 2013.

County Mayor

Commissioner Nathan Holt
Sponsor

County Clerk

Roy A. Cook
County Attorney

A

**A RESOLUTION TO AMEND THE HIGHWAY FUND 2012-2013 FISCAL YEAR
BUDGET FOR REVENUES FROM THE SALE OF SURPLUS PAINT TRUCK AND
INCREASE APPROPRIATIONS TO ALLOW FOR THE EXPENDITURE OF THE
FUNDS**

- WHEREAS** the Greene County Highway department sold a surplus paint truck on GovDeals, and
- WHEREAS** the amount received from the sale was not included in the original budget for the current year; and
- WHEREAS** the Highway department supervisor of Greene County Highway Fund wishes to have the budget amended for these additional revenues and expenditures; and
- THEREFORE,** let the Highway Fund Budget be amended as follows:

INCREASE ESTIMATED REVENUE

44530 Sale of Equipment	\$ 16,767
Total Increase to Estimated Revenues	\$ 16,767

INCREASE IN APPROPRIATIONS

68000 Capital Outlay	
714 Highway Equipment	\$ 16,767
Total Increase in Appropriations	\$ 16,767

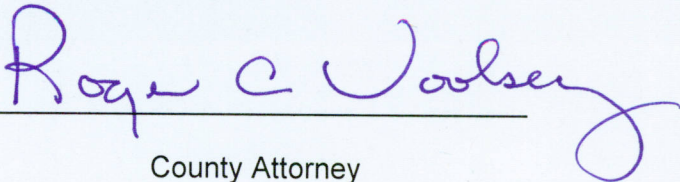
NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of April, 2013, a quorum being present and a majority voting in the affirmative, that the General Fund budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor



County Attorney

B.

**A RESOLUTION TO AMEND THE 2013 FISCAL YEAR HIGHWAY FUND'S
TO BUDGET FOR INSURANCE RECOVERY PROCEEDS FROM THE
DAMAGE OF A HIGHWAY VEHICLE**

WHEREAS, the Greene County Highway Fund has received insurance recovery proceeds totaling \$8,198 for a truck that was damaged during the ice storm and

WHEREAS, the Greene County Highway Fund wishes to expend those funds during the fiscal year and

THEREFORE, let the Highway Fund budget be amended as follows:

INCREASE BUDGETED REVENUES

49700	Insurance Recovery	<u>\$ 8,198</u>
Total adjustment to budgeted revenue:		<u><u>\$ 8,198</u></u>

INCREASE APPROPRIATIONS

68000	Capital Outlay	
714	Highway Equipment	<u>\$ 8,198</u>
Total Increase in Appropriations		<u><u>\$ 8,198</u></u>

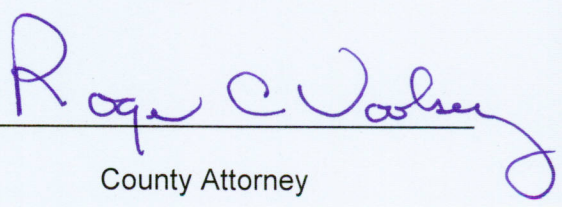
NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of April, 2013, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor



County Attorney

**A RESOLUTION TO AMEND THE 2013 FISCAL YEAR HIGHWAY FUND'S
TO BUDGET FOR REIMBURSEMENT FROM THE U.S. FORESTRY
SERVICE FOR WORK PERFORMED BY GREENE COUNTY HIGHWAY
DEPARTMENT**

WHEREAS, the Greene County Highway Fund has received reimbursement from the U. S. Forestry Service for paving work performed by the Greene County Highway Fund totaling \$230,766, and

WHEREAS, the Greene County Highway Fund wishes to expend those funds during the fiscal year, and

THEREFORE, let the Highway Fund budget be amended as follows:

INCREASE BUDGETED REVENUES

48120	Paving and Maintenance	\$ 230,766
Total adjustment to budgeted revenue:		<u>\$ 230,766</u>

INCREASE APPROPRIATIONS

63500	Asphalt Plant Operations	
399	Other Contracted Services	\$ 1,000
405	Asphalt-Liquid	\$ 209,766
434	Natural Gas	<u>\$ 20,000</u>
Total Increase in Appropriations		<u>\$ 230,766</u>

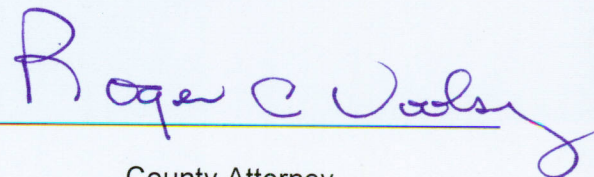
NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of April, 2013, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor



County Attorney

D.

**A RESOLUTION TO AMEND THE 2013 FISCAL YEAR HIGHWAY FUND'S
TO BUDGET FOR REIMBURSEMENT FROM TOWN OF GREENEVILLE
FOR REPAIR OF KISER BLVD. PERFORMED BY GREENE COUNTY
HIGHWAY DEPARTMENT**

WHEREAS, the Greene County Highway Fund has received reimbursement from the Town of Greeneville for work performed by the Greene County Highway Fund on Kiser Blvd. totaling \$8,485, and

WHEREAS, the Greene County Highway Fund wishes to expend those funds during the fiscal year, and

THEREFORE, let the Highway Fund budget be amended as follows:

INCREASE BUDGETED REVENUES

44170	Miscellaneous Refunds	\$ 8,485
Total adjustment to budgeted revenue:		<u><u>\$ 8,485</u></u>

INCREASE APPROPRIATIONS

61000	Administration	
187	Overtime Pay	\$ 1,000
62000	Highway and Bridge Maintenance	
402	Asphalt	<u>\$ 7,485</u>
Total Increase in Appropriations		<u><u>\$ 8,485</u></u>

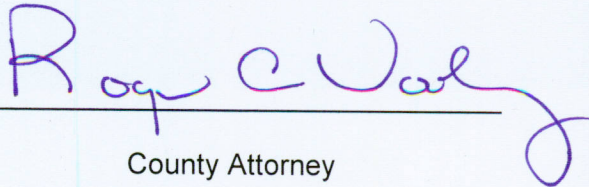
NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 15th day of April, 2013, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor



County Attorney

E

RESOLUTION OF THE GOVERNING BODY OF
GREENE COUNTY, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
SIX MONTH CAPITAL OUTLAY NOTES, SERIES 2013
NOT TO EXCEED \$697,217

WHEREAS, the Governing Body of Greene County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project") : purchase of four (4) seventy-eight passenger school buses , two (2) eighty-four passenger school buses, and three (3) twenty-one passenger mini buses (the "Project") at a total cost of \$697,217 and an average economic life of fifteen (15) years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Greene County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Greene County Mayor of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed six hundred ninety-seven thousand, two hundred seventeen dollars (\$697,217) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "School Bus Capital Outlay Notes, Series 2013", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed four percent (4%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than six (6) months after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least six years.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

F.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The Notes shall be further secured by the revenues of the Education Debt Service Fund of Greene County, Tennessee.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the county mayor of the Local Government and the manual signature of the county clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the director of accounts and budgets of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the county trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is Attachment 1 to this resolution.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the

Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall provide any information required by the Comptroller of the Treasury or Comptroller's Designee to determine that a balanced budget is kept during the life of the notes.

Section 11. That, if any of the Notes shall remain unpaid at the end of one (1) fiscal year from the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the Comptroller of the Treasury or Comptroller's Designee.

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

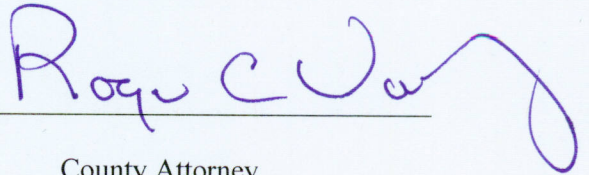
Duly passed and approved this fifteenth day of April 2013.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor


County Attorney

SCHOOL BUS CAPITAL OUTLAY NOTE FORM

Registered	Greene County	Registered
Note #: _____	Of the	\$ _____
	State of Tennessee	
	School Bus Capital Outlay Note,	
	Series 2013	

DATED	INTEREST RATE	MATURITY DATE
_____, 20__	_____ %	_____, 20__
—		—
Registered Owner: _____		
Principal	Sum:	_____
\$		_____

The _____ (Governing Body) of _____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the _____ of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the _____, and countersigned and attested by the manual signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20____.

(Mayor)

ATTESTED: _____
(County Clerk)

SEAL

ASSIGNMENT

Note No. R-_____.

Amount: \$_____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Greene County Commission with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.