STATE OF TENNESSEE COUNTY OF GREENE

GREENE COUNTY LEGISLATIVE BODY TUESDAY, FEBRUARY 16, 2016 6:00 P.M.

The Greene County Legislative Body met in regular session on Tuesday, February 16, 2016 at the Greene County Courthouse.

Mayor Crum called the meeting to order to transact business that is to lawfully come before the Honorable Body. Rev. Shannon Marie Berry, Asbury United Methodist Church, gave the invocation. John Morris, U.S. Marine Corp Veteran, led the Pledge to the flag.

The Commissioners signed in on their keypads and the following Commissioners were present. Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White. Commissioner Patterson was absent. Commissioner Ted Hensley recently passed away. There were 19 Commissioners present and 2 absent.

PUBLIC HEARING

- Mayor Crum asked if anyone needed to speak concerning Resolution J: A Resolution to rezone certain territory owned by the 411 Industries LLC, Kyle Reaves from A-1, General Agriculture District to M-1, Industrial District within the unincorporated territory of Greene County, Tennessee. Although, no one ask to speak concerning the matter.
- Joel Hausser, of Lonesome Pine Trail, spoke to the Commissioners Regarding the need for recycling in the Solid Waste Department and in other area of the Greene County.

APPROVAL OF PRIOR MINUTES

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

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken to approve the prior minutes. Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Mayor Crum stated that the minutes were approved. The vote was 19 – aye; 0 – nay; and 2 absent. Commissioner Patterson was absent and Commissioner Hensley recently passed away.

REPORTS

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

Mayor Crum then called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay and 2 absent. Commissioner Patterson was absent and Commissioner Hensley recently passed away. The motion to approve the Reports from Solid Waste Department and the Committee Minutes were approved.

REGULAR COUNTY COMMITTEE MEETINGS

<u>FEBRUARY2016</u> WEDNESDAY, FEB 3	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, FEB 9 TUESDAY, FEB 9 TUESDAY, FEB 9 TUESDAY, FEB 9	8:00 A.M. 8:30 A.M. 1:00 P.M. 6:00 P.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING LAW ENFORCEMENT COMMITTEE	MAYOR'S OFFICE ANNEX ANNEX, DOWNSTAIRS ANNEX
MONDAY, FEB 15	HOLIDAY	ALL OFFICES CLOSED	
TUESDAY, FEB 16	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
MONDAY, FEB 22	6:00 P.M.	HIGHWAY (IF BUSINESS)	HIGHWAY DEPARTMENT
WEDNESDAY, FEB 24 WEDNESDAY, FEB 24	8:30 A.M. 1:00 P.M.	ZONING APPEALS (IF NEEDED) INSURANCE	ANNEX ANNEX
MONDAY, FEB 29	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
MARCH2016 TUESDAY, MARCH 1	HOLIDAY (COUNTY PRIMARY)	ALL OFFICES CLOSED	
WEDNESDAY, MARCH 2	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, MARCH 8 TUESDAY, MARCH 8 TUESDAY, MARCH 8 TUESDAY, MARCH 8	8:00 A.M. 8:30 A.M. 1:00 P.M. 4:00 P.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING DEBRIS	ANNEX ANNEX ANNEX ANNEX
TUESDAY, MARCH 15	8:30 A.M.	WELLNESS	ANNEX
MONDAY, MARCH 21	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
TUESDAY, MARCH 22	8:30 A.M.	INSURANCE	ANNEX
WEDNESDAY, MARCH 23	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
FRIÐAY, MARCH 25	HOLIDAY (GOOD FRIDAY)	ALL OFFICES CLOSED	
FRIDAY, MARCH 25 Monday, March 28	HOLIDAY (GOOD FRIDAY) 6:00 P.M.	ALL OFFICES CLOSED HIGHWAY (IF BUSINESS)	HIGHWAY DEPARTMENT

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

	2016 GREENE		ID WASTE ANNO		
MONTH	TONS	LOADS	MILES	MAN HRS	SUPV HRS
JANUARY	1218.36	228	16,927.00	1503	336
FEBRUARY					
MARCH					
1ST QUARTER	1218.36	228	16927	1503	336
APRIL					
MAY		•			

0

0

0

16927

0

0

0

1503

0

0

0

336

0

0

0

228

0

0

0

1218.36

2016 GREENE COUNTY SOLID WASTE ANNUAL REPORT

, ,

JUNE

2ND QUARTER

JULY AUGUST SEPTEMBER

3RD QUARTER

OCTOBER NOVEMBER DECEMBER 4TH QUARTER

ANNUAL TOTALS

RESPECTFULLY SUBMITTED

	FOUNDRY	OMNI	TIRE	TIRE	CARD	NEWS	BATTERYS			USED OIL	BUSINESS	ELECTRONIC	FENCE
	METAL	METAL	COUNT	TONS	BOARD	PAPERS	45 LBS EA.	ALUMINUM	PLASTIC	7.62 GAL	PICK-UPS	WASTE	WIRE
JANUARY	1,840	26,940	1889	22.54		39680			8220		392	7240	
FEBRUARY													
MARCH													
APRIL													
MAY													
JUNE													
JULY													
AUGUST													
SEPTEMBER													
OCTOBER													
NOVEMBER													
DECEMBER				-									
TOTALS LBS	1840	26940			0	39680	0	0	8220			7240	0
TOTAL GALS				-	·					0			
TOTAL NO.			1889								392		
TOTAL TONS				22.54									

1

RESPECTFULLY SUBMITTED

GREENE CO. SOLID WASTE RECYCLING REVENUES

		F/Y 01-02		F/Y 02-03		F/Y 03-04	F	/Y 04-05	1	F/Y 05-06		F/Y 06-07	 F/Y 07-08		F/Y 08-09		F/Y 09-10		F/Y 10-11
JULY	\$	1,246.25	\$	2,955.08	\$	2,923.55	\$	4,336.85	\$	4,812.00	\$	6,774.20	\$ 9,559.69	\$	13,948.80	\$	12,514.58	\$	12,514.26
AUG	\$	3,057.73	\$	2,003.13	\$	2,527.18	\$	5,537.34	\$	5,794.02	\$	7, 39 7.81	\$ 8,799.31	\$	11,237.30	\$	12,624.08	\$	13,165.92
SEPT	\$	1,859.98	\$	1,939.68	\$	3,560.36	\$	5,062.22	\$	5,541.67	\$	6,803.98	\$ 7,827.01	\$	10,910.40	\$	11,639.48	\$	11,207.06
ост.	\$	1,459.79	\$	2,420.25	\$	4,064.38	\$	4,602.77	\$	5,787.17	\$	6,596.01	\$ 9,719.87	\$	7,399.6 9	\$	9,063.30	\$	13,173.71
NOV.	\$	2,019.03	\$	1,610.80	\$	3,082.45	\$	5,150.10	\$	6,408.59	\$	5,760.62	\$ 8,216.19	\$	2,800.05	\$	8,750.00	\$	10,869.24
DEC.	\$	1,144.13	\$	2,423.61	\$	2,005.00	\$	3,726.92	\$	4,544.30	\$	5,991.52	\$ 7,608.16	\$	5,448.30	\$	10,455.61	\$	9,751.54
JAN.	\$	1,177.37	\$	1,835.89	\$	1,725.80	\$	4,980.72	\$	4,889.02	\$	6,065.85	\$ 9,087.82	\$	3,974.63	\$	8,696.00	\$	8,356.65
FEB.	\$	1,442.86	\$	1,937.22	\$	1,904.65	\$	3,348.52	\$	3,960.95	\$	4,499.88	\$ 8,899.37	\$	4,587.26	\$	7,308.92	\$	10,058.92
MAR	\$	1,347.13	\$	3,340.53	\$	5,321.99	\$	5,749.72	\$	8,560.03	\$	10,192.12	\$ 10,722.34	\$	9,294.10	\$	17,295.24	\$	17,072.40
APR.	\$	2,779.19	\$	3,070.30	\$	5,482.85	\$	6,351.42	\$	7,268.54	\$	9,046.65	\$ 14,808.55	\$	7,433.05	\$	15,866.88	\$	13,733.70
ΜΑΥ	\$	2,467.74	\$	2,747.05	\$	3,314.05	\$	5,130.77	\$	7,353.42	\$	9,425.86	\$ 12,482.60	\$	8,700.12	\$	12,852.98	\$	17,257.47
JUN.	\$	2,037.06	\$	2,823.70	\$	3,725.25	\$	5,291.34	\$	8,803.17	\$	9,596.54	\$ 13,354.38	\$	14,578.72	\$	13,999.58	\$	21,288.89
TOTALS	\$	22,038.26	\$	29,107.24	\$	39,637.51	\$	59,268.69	\$	73,722.88	\$	88,151.04	\$ 121,085.29	\$	100,312.42	\$	141,066.65	\$	158,449.76
				- 4		-	_					5 N 4 C 4 7	F/V 17 10						
		F/Y 11-12		F/Y 12-13		F/Y 13-14		/Y 14-15		F/Y 15-16		F/Y 16-17	F/Y 17-18						
JULY	· ·	14,053.22		\$12,918.52	<u></u> ې	12,594.88		12,985.95	• _	12,122.40									
AUG.	· ·	17,047.10		\$11,200.00	<u></u> ې	13,480.47	\$	12,717.90	\$	8,539.30									
SEPT.		13,384.30		\$9,697.74	Ş	8,967.55	\$	10,358.66	Ş	7,913.55						•			
ост.	•	14,994.80	÷	\$8,293.05	<u>्</u> र	11,604.96	\$	8,481.24	<u>ې</u>	6,486.84									
NOV.		12,799.45	•	\$9,946.43	Ş	8,875.43	\$	6,280.25	<u></u> ې	7,857.00									
DEC.	· ·	12,539.80		\$7,430.86	<u></u> ې	7,265.10	\$	6,547.96	\$	4,911.52									
JAN.		10,615.38	•	\$8,292.15	្	5,679.60	\$	4,684.04	Ş.,	1,777.86									
FEB,		\$8,951.61		\$5,814.54	Ş	3,834.35	Ş	2,820.56	-									-	
MAR.	÷ .	14,741.05		\$8,714.98	<u>ې</u>	11,318.40	Ş	4,945.30											
APR.	· .	14,047.37		\$11,873.97	<u></u> ې	12,070.81	Ş	7,862.69											
MAY		15,928.89		\$9,612.91	\$	9,689.90	\$	4,501.91											
NUL		12,918.52		\$11,293.10	\$	•	\$	751.41											
TOTALS	\$	162,021.49	•	\$115,088.25	\$:	115,695.04	\$	82,937.87	\$	49,608.47	-			•		-			
			((\$46,933.24)								· · · · · · · · · · · · · · · · · · ·					····-		

RESPECTFULLY SUBMITTED

TOTAL TON PER YEAR

•

YEAR	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
JAN.	1302.99	1348.7	1284.87	1274.31	1192.17	1186.03	1235.02	135 1 .68	1453.9	1304.04	1444.57	1480.66
FEB.	1362.64	1215.87	1095.14	1184.16	1175.08	1082.92	1284.26	1236.78	1229.76	1273.28	1279.29	1362.54
MAR.	1644.36	1581.45	1212.05	1459.54	1359.39	1329.46	1404.57	1320.39	1388.5	1648.11	1728.5	1589
APR.	1779.78	1406.82	1499.44	1340	1409.24	1323.67	1271.94	1472.32	1625.64	1491.02	1561.43	1530.6
MAY	1676.83	1637	1353.26	1375.92	1367.51	1333.56	1636.36	1524.81	1561.08	1511.18	1451.14	1709.81
JUNE	1548.59	1473.59	1273.48	1337.76	1489.74	1298.41	1355.21	1372.66	1322.69	1500.06	1760.12	1576.47
JULY	1592.5	1388.76	1538.55	1378.08	1483.41	1403.55	1500.86	1602.6	1623.13	1601.72	1611.42	1580.44
AUG.	1884.19	1516.38	1404.67	1269.73	1423.7	1418.47	1451.99	1636.72	1447.48	1520.78	1574.42	1825.23
SEPT.	1794.16	1360.76	1302.5	1367.07	1292.81	1229.13	1306.47	1334.31	1464.03	1575.1	1509.14	1475.84
OCT.	1640.44	1388.12	1264.74	1300.42	1204.19	1237.55	1417.58	1471.45	1470.34	1477.7	1466.79	1510.09
NOV	1467.61	1282.41	1170.05	1102.37	1144.42	1317.05	1308.45	1382.31	1370.16	1340.74	1622.22	1534.65
DEC.	1449.36	1221.66	1386.71	1412.12	1307.99	1265.42	1217.55	1422.72	1622.27	1650.64	1485.01	1463.63
TOTALS	19143.5	16821.5	15785.46	15801.48	15849.65	15425.22	16390.26	17128.75	17578.98	17894.4	18494.1	18639
		2224.0	1026 47	1602	4817	-424.43	965.04	738.49	450.23	315.39	599.68	144.86
INC/DEC		-2321.9	-1036.47	1602			2012	2013	2014	2015	2016	2017
YEAR	2006	2007	2008	2009	2010	2011	1502.39	1477.64	1268.01	1372.21	1218.36	2017
JAN	1671.59	1592.9	1510.56	1411.2	1318.01	1426.29		1477.64 1279.52	1322.03	993.25	1210.50	
FEB	1310.7	1291.25	1407.25	1335.2	1203.19	1349.37	1369.87	1279.52	1437.38	1676.69		
MAR	1652.9	1587.7	1631.55	1591.86	1654.33	1624.23	1558.28	1318.91 1754.96	1437.38	1493.74		
APR	1574.3	1599.4	1642.17	1554.72	1637.95	1543.09	1533.54	1754.96	1513.15	1493.74 1531.94		
MAY	1799.1	1660.71	1591.6	1563.18	1461	1674	1611.83	1388.55	1313.15	1567.74		
JUNE	1619.8	1567.79	1536.92	1666.49	1671.3	1666.9	1430.61 1689.65	1432.49	1619.64	1550.89		
JULY	1641.85	1762.78	1638.3	1733.26	1618.47	1565.53 1717.52	1582.07	1723.79	1485.84	1523.57		
AUG	1737.5	1653.7	1518.1	1642.1	1664.7		1373.89	1544.82 1491.61	1485.84	1323.37		
SEPT	1595.68	1427.8	1633.07	1547.15	1566.26	1526.99			-	1443.51		
ОСТ	1647.18	1691.8	1473.17	1502.79	1478.76	1472.19	1576.89	1464.57	1486.05	1445.52		
NOV	1600.78	1535.35	1288.52	1546.17	1596.78	1551.89	1440.47	1298.28	1211.1			
DEC	1506.5	1622.56	1719.3	1584.7	1364.97	1475.27	1437.4	1608.71	1592.08	1634.3	1010 26	
TOTAL	19357.9	18993.7	18590.51	18678.82	18235.72	18593.27	18106.89	17983.83	17402.94	1//29.5	1218.36	
INC/DEC	718.94	-364.14	-286.23	-28.69	-443.1	357.55	-486.38	-123.06	-580.89	326.56		

MILES TO	MPG	FUEL	CENTER	TRIPS	MILES	FUEL	TIDI WAST	TIP FEE	LANDFILL	TOTAL	TOTAL	SAVINGS
MORR		COST		JANUARY	RUN	соят	19.17	СОЗТ	37.78	соят	COST	
	·						· ·			TO MORRI	GRNVL	
11	5.6	1.789	McDONAL	7	77	24.60	36.85	706.41	1392.19	731.01	1416.79	685.78
21	5.6		ROMEO	7	147	46.96	39.17	750.89	1479.84	797.85	1526.80	728.95
	1		AFTON	<u>-</u> .			134.17	2572.04	5068.94	[5068.94	
26.6	5.6	1.789	BAILEYTON	2	53.2	17.00	15.9	304.80	600.70	321.80	617.70	295.90
<u> </u>			BAILEYTON	L			19.99	755.22	0.00		0.00	
		· · · · ·	CLEAR SPR	INGS	· · · · · · · · · · · · · · · · · · ·		28.17	540.02	1064.26		1064.26	
			CROSS ANG	CHOR		<u> </u>	39.74	761.82	1501.38		1501.38	
			DEBUSK				19.24	368.83	726.89		726.89	
			GREYSTON	E			50.2	962.33	1896.56		1896.56	
25	5.6	1.789	HAL HENA	4	100	31.95	32.61	625.13	1232.01	657.08	1263.95	606.87
			HAL HENA	RD			49.9	956.583	1885.22		1885.22	
			HORSE CRE	EK			52.59	1008.15	1986.85		1986.85	
			OREBANK				22.25	426.5325	840.61		840.61	
	†		ST. JAMES				33.3	638.361	1258.07		1258.07	
<u> </u>			SUNNYSID	E			48.11	922.2687	1817.60		1817.60	
	1		WALKERTC)WN			44.01	843.6717	1662.70		1662.70	
18.2	5.6	1.789	WEST GRE	9	163.8	52.33	64.58	1238.00	2439.83	1290.33	2492.16	1201.8
			WEST GREE	ENE			68.5	1313.145	2587.93		2587.93	
	T		WEST PINE	S			46.85	898.1145	1769.99		1769.99	
TOTAL	1			20.00	377.20	120.50	846.13	12299.40	22751.12	2507.74	22871.62	2317.50

. •

· ·

	METAL	C.W.T.	REVENUE	000	REVENUE	REVENUE	O.N.P.	REVENUE	REVENUE	BUSINESS		BUSINESS
<u></u>	FOUNDRY			WGT	TON		W.G.T.	TON		EMPTIED	@	REVENUE
JULY	28940	\$ 6.50	\$1,820.00	69300	\$ 80.00	\$ 2,687.65	35400	\$ 0.015	\$ 531.00	538	\$27.50	\$ 14,795.00
AUGUST	25590	\$ 6.00	\$1,535.40	32620	\$ 100.00	\$ 1,631.00	37360	\$ 0.015	\$ 560.40	524	\$27.50	\$ 14,410.00
SEPT.	27650	\$ 6.00	\$1,333.65	36320	\$ 100.00	\$ 2,355.20	32320	\$ 0.015	\$ 484.80	517	\$27.50	\$ 14,217.50
ОСТ	8060	\$ 3.50	\$282.10	35600	\$ 100.00	\$ 1,780.00	51580	\$ 0.015	\$ 773.70	486	\$27.50	\$ 13,365.00
NOV	2620	\$ 4.00	\$322.40	34440	\$ 100.00	\$ 3,284.00	36880	\$ 0.015	\$ 553.20	470	\$27.50	\$ 12,925.00
DEC	8480	\$ 3.50	\$296.80	38200	\$ 90.00	\$ 1,609.00	20800	\$ 0.015	\$ 312.00	474	\$27.50	\$ 13,035.00
JAN	1840						39680			392	\$27.50	\$ 10,780.00
FEB											\$27.50	
MAR											\$27.50	
APR											\$27.50	
MAY											\$27.50	
JUNE	l i										\$27.50	
TOTAL	103180		\$ 5,590.35	246480		\$ 13,346.85	254020		\$ 3,215.10	3401		\$ 93,527.50
· · · · ·										PET		
	BATTERYS	LB	REVENUE	ALUM	LB.	REVENUE	OIL	GALLONS	REVENUE	PLASTIC	LB.	REVENUE
JULY	0			1640	\$0.69	\$1,131.60				11,935	\$0.09	\$ 1,074.30
AUG				1420	\$0.51	\$724.20				10108	\$0.06	\$ 1,090.20
SEPT				875	\$0.67	\$517.80		90		14120	\$0.06	\$ 847.20
OCT										11804	\$0.06	\$ 708.24
NOV				2840	\$0.55	\$1,562.00		420		8632	\$0.04	\$ 345.28
DEC			1							12009	\$0.03	\$ 360.27
JAN	1									8220		<u> </u>
FEB	1		1	T								
MAR	1											
APR												
MAY												
JUNE			1									
	+		\$ -	6775	1	\$ 3,935.60	Г	510	\$ -	76828		\$ 4,425.49

-

METAL	C.W.T.	REVENUE	FENCE	PER	REVENUE	RADIATORS	PER -LB	REVENUE	WEST			COOKING
Omni	. <u></u>		WIRE	POUND		COPPER			MAIN	REV	ENUE	OIL
29140	\$7.00	\$1,858.30	<u></u>									
27140	\$6.50	\$2,251.60										
33060	\$6.50	\$1,739.75	4470	\$0.02	\$ 89.40							
29280	\$6.50	\$2,308.75				266	\$0.35	\$93.10		\$	133.25	
31280	\$5.15	\$1,610.92	2680	\$0.02	\$ 53.60							
31760	\$5.15	\$2,006.44								\$	201.41	
32760	\$5.60	\$1,777.86									<u></u>	
									<u> </u>			
												L
				<u> </u>						-		
214420	42.4	\$ 13,553.62	7150		\$ 143.00	266		\$93.10	0	\$	334.66	
HDPE			IORNY							<u> </u>		
PLASTIC	LB.	REVENUE	ALUM	LB	REVENUE	E-WASTE	PER-LB	REVENUE	DUMPSTER		EVENUE	
			1085	\$0.17	\$184.45			\$1,530.78	121	\$	2,722.50	
			760	\$0.30	\$228.00	19201		\$233.90	120	\$	2,700.00	
			<u> </u>			17200	\$0.02	\$344.00	118	\$	2,655.00	
						6350	\$0.02	\$127.00	118	\$	2,655.00	
			<u>~</u>			6280	\$0.02	\$125.60	118	\$	2,655.00	
						4280			124	\$	2,790.00	
						7240			124	\$	2,790.00	<u> </u>
						ļ						
							ļ		· ·			
					· · · · · ·	<u> </u>				∔		
					ļ					<u> </u>		+
			104E	-	6412 AF	60551	\$0.06	\$2,361.28		51	8,967.50	
0	L	\$ -	1845	<u> </u>	\$412.45	00551	\$U.U0	\$2,501.20	L	1.21	0,507.50	ļ

- .

.

PER	REVENUE	TOTAL
GALLON		REVENUE
		\$21,691.95
		\$20,388.40
•••••		\$20,220.30
		\$18,735.90
		\$18,749.12
		\$17,460.65
		\$12,557.86
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$ 129,804.18
		\$6,643.63
		\$4,976.30
		\$4,364.00
		\$3,490.24
		\$4,687.88
		\$3,150.27
		\$2,790.00
		\$0.00
		\$0.00
<u> </u>		\$0.00
+		\$0.00
	<u>+</u>	\$0.00
<u> </u>		\$ 30,102.32
h	GRAND TOTAL	 159,906.50

Agenda Greene County Board of Zoning Appeals Greene County Courthouse Annex, Conference Room 204 North Cutler Street, Greeneville, TN February 24, 2016 at 8:30 a.m.

1. Call to order.

٤

- 2. Welcome of visitors.
- 3. Approval of January 27, 2016 minutes.
- 4. Review and consider a request by James and Tammy Burdine for a variance to the front yard setback requirements of the Greene County Zoning Resolution for 5950 Lonesome Pine Trail, Map 062, Parcel 031.00.
- 5. Other Business.
- 6. Adjournment.

Minutes of the Greene County Board of Zoning Appeals

A meeting of the Greene County Board of Zoning Appeals was held on Wednesday, January 27, 2016 at 8:30 a.m. at the Greene County Courthouse Annex Conference Room, 204 North Cutler Street, Greeneville, Tennessee.

Members Present/Members Absent

,

٩.

Zak Neas, Chairman Ted Hensley, Vice-Chairman Maybrey G'Fellers, Secretary Jessee Davis, Member Holly Brooks, Member Martin Malone, Associate Member

Staff Representatives

Tim Tweed, Bldg. Official/Zoning Admin. Amy Tweed, Planning Coordinator Lyn Ashburn, Assistant Planner Paul Laughlin, Building Inspector David Crum, County Mayor Roger Woolsey, County Attorney

Also Present: News media and interested citizens

The Chairman called the meeting to order and asked if the members had received the draft minutes of the October 28, 2015 meeting. A motion was made by Jessee Davis, seconded by Maybrey G'Fellers, to approve the minutes as written. The motion was approved unanimously.

The Chairman requested that the members keep Ted Hensley, Vice-Chairman, in their prayers. Staff and visitors expecting to speak during the meeting were then sworn in.

<u>335 Wisecarver Road (Map 60C-A-005.00: Kyle Luttrell Property Lots 4 and 5R)</u>. The Board considered a request to grant a rear yard setback variance decreasing the setback from 30 feet to 22 feet, for 335 Wisecarver Road. Tim Tweed, Building Commissioner, stated that the first inspection performed on the property was the footer inspection performed on August 26, 2015. Staff informed the contractor that the first inspection should have been a zoning inspection, and since the location of the property lines were not firmly established that he needed to verify their location. A survey verifying placement of the lot lines was completed, but a copy was not provided to the Building Department until construction of the structure was further along.

Mr. Sean Glenn, one of the property owners, spoke concerning the request. He apologized for having violated Greene County regulations, and stated they had assumed that the rear yard setback was 12 feet, as required in Jefferson County, where they did much of their work. Regardless, the proposed location of the structure had been changed and the house built further back on the property in order to get gravity flow for the septic system.

Chairman Neas asked if there were uniform setback standards in the State of Tennessee, and if so, should Greene County amend their regulations. Tim Tweed stated that there were no uniform setback requirements in Tennessee.

Amy Tweed, Planning Coordinator, provided information to the Board on the previous subdivision and desubdivision of the property in question, and stated that the last plat, combining Lot 4 with Lot 5R had been approved by the Planning Commission on January 9, 2016, subject to addition of certain signatures, and approval of the variance by the BZA. Ms. Tweed stated that staff was prepared to provide reasons to both approve and deny the request.

The Board asked if there had been any opposition to the request. Staff stated that no opposition had been voiced, and that notice of the request had been provided by mailing notices to adjoining property owners, publishing a notice of public hearing in the newspaper, and placing a sign on the property.

Lyn Ashburn, Assistant Planner, stated that regardless of whether the request was approved or denied, the reasons for the action had to be provided for the record. Further, the new information provided about moving the structure in order to attain gravity flow for the septic system could be considered something unique to this property, meeting one of the standards. Also, there was a wooded area on the adjoining property, which would act as a buffer between this structure and any new building on the adjacent site. Ms. Ashburn informed the Board that standing on the property and visually estimating the distance between the structure and rear lot line, the house actually looked like it met the setback regulation.

A motion was made by Jessee Davis, seconded by Maybrey G'Fellers, to grant the setback variance decreasing the required rear yard from 30 feet to 22 feet, based on the following rationale:

- 1. Relief could be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning resolution; and
- 2. The need to move the structure in order to obtain gravity flow for the septic system is specific to this property and would generally not apply to other properties in the neighborhood.

The motion carried unanimously.

Other Business.

.

<u>Education Certifications</u>. Staff distributed memos to each Board member listing their education sessions for 2015, and asked that they be initialed or signed. They would then be placed on record in the Building/Planning/Zoning Department, as required by state law.

<u>Education Sessions</u>. Staff asked if the Board would prefer to have their required education sessions performed in short 15-30 minute segments during certain Board meetings, or at actual work sessions held either in the morning, afternoon, or evening. The consensus of the Board was to have 15 minutes or so work sessions at the end of certain regular meetings.

There being no further business a motion was made by Jessee Davis, seconded by Maybrey G'Fellers, to adjourn the meeting. The motion passed unanimously. The meeting adjourned at 8:55 a.m.

Approved as written (date)	
Secretary	
Chairman/Vice Chairman	

, **•**

MEMORANDUM

То:	The Greene County Board of Zoning Appeals
From:	Tim Tweed, Building Commissioner
	Amy Tweed, Planning Coordinator
	Lyn Ashburn, Assistant Planner
Date:	February 16, 2016
Subject:	Front yard setback variance request for 5950 Lonesome Pine Trail James and Tammy Burdine Property; (Tax Map 082 parcel 31.00)

The request is to grant a variance to reduce the front yard setback for 5950 Lonesome Pine Trail from 50 feet to 22.5 feet. The normal setback for a single family home is 30 feet, but the setback increases to 50 feet for properties located adjacent to arterial roads, such as Lonesome Pine Trail (SR 70).

Granting the variance would permit construction of an attached garage onto the side of the residence. (The home is set so that the front door faces the side lot line, so putting the addition on the side of the residence would actually put it between the house and the road. Please see map 1 for a better description.) There are several reasons why the garage cannot be located to the other side or rear of the home, a situation that would preclude the need for a variance.

- 1. The septic system is located immediately behind the home.
- 2. There is an extremely steep drop-off behind the septic system which prevents construction in that area.
- 3. The home is located too close to the existing northerly property line to permit construction of a garage to the rear of the house.
- 4. The presence of footers shows that, at one time, a structure was located approximately 22 feet from the front property line.

There are other issues related to the request. The property owners plan to subdivide their property into two lots, each containing an existing home (see map 2). Lot 1, which is being considered for the variance, will contain 1.82 acres. Lot 2, where the Burdine's presently live, will have 4.45 acres. The topography of the property limited where these homes could be built, resulting in Lot 1 being long and narrow with limited buildable area.

Mr. and Mrs. Burdine plan to sell Lot 2 and move into the house on Lot 1. This lot is much smaller with much less upkeep, which is a necessity due to their health issues. The need for a protected area to get from vehicles directly into the house is another reason they submitted the variance request.

One issue of concern is the need to maintain setbacks large enough to permit improvements to state roads, which is why the minimum front yard setback for structures is 50 feet. By

permitting encroachment into the setback the County creates the situation where it will have to pay for improvements located within the original setback if additional right-of-way is required for road work. This is especially true for state highways over local arterial roads, because the potential and scale of state improvements makes it more likely that additional right-of-way would be needed.

•

An answer to this situation is for the property owner to agree that, in the event improvements are made to the road in front of his property, and these improvements would require removal of a portion or all of the garage, that he would agree not to seek payment for these "damages". Staff knows of such an agreement made by an Asheville Highway (SR 70) property owner who obtained a setback variance from the Town of Greeneville in the same type of situation.

Mr. Burdine has agreed to waive any future payment for improvements made by the State of Tennessee. Staff is awaiting guidance from the County Attorney on how best to proceed with this agreement, provided the BZA makes it a condition of granting the variance.

Stat Stat	Gree	Greenevil	on & Regulation E Street, Suite 2 lle, TN 37743 798-1724		
				Receipt #:	4173
	s	Applican	tinformation		
Applicant Name:	James Millions Burdine		Address:	5950 Lonesome Pine Trail	
City: <u>Greeneville</u>		State: TN			
Phone: 423-823	1310	Email: n/a			
2		Property			· · · · · · · · · · · · · · · · · · ·
Property Owner:			· · · · · · · · · · · · · · · · · · ·		
Map: 062		Group: Ctrl		950 Lonesome Pine Trali	
Acres: 6.20	Subdivision Name:			Plat Book & Page: n/a	
Phone: 423-823-	1310				
			Information		
Date: <u>February</u> the undersigned im not represente	24, 2016 hereby agree to be present at a d, my request will be postponed	Time: 8:3 ny meetings held to disc , or may be denied.	0	send a representative in my plac	e. I understand that
Date: <u>February</u> the undersigned f am not represente (1004.3) Varianc Front Yard Setb Variance request	24, 2016 hereby agree to be present at an d, my request will be postponed <u>e Request</u> <u>ack</u> Is to seek approval for a propo- n requires that the front yard se	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to b	0 a.m. uss the request, or to of Request.	send a representative in my plac	e. I understand that
Date: <u>February</u> the undersigned I am not represente (1004.3) Variance <u>Front Yard Setb</u> Variance request Zoning Resolutio Resulting in a variance	24, 2016 hereby agree to be present at an d, my request will be postponed <u>e Request</u> <u>ack</u> Is to seek approval for a propo- n requires that the front yard se	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to b	0 a.m. uss the request, or to of Request.	send a representative in my plac	e. I understand that
Date: <u>February</u> the undersigned am not represente (1004.3) Varianc Front Yard Setb Variance request Zoning Resolutio Resulting in a variance Zoning Office Use	24, 2016 hereby agree to be present at an d, my request will be postponed <u>e Request</u> ack is to seek approval for a propose in requires that the front yard se riance of <u>29</u> feet.	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to t tback shall be <u>50</u> feet.	0 a.m. uss the request, or to of Request be placed <u>21 feet</u> from	send a representative in my plac	e. I understand that
Date: <u>February</u> the undersigned am not represente (1004.3) Variance Front Yard Setb Variance requesi Zoning Resolutio Resulting in a var Zoning Office Use	24, 2016 hereby agree to be present at an d, my request will be postponed <u>e Request</u> ack is to seek approval for a propose in requires that the front yard se riance of <u>29</u> feet.	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to t tback shall be 50 feet. M	0 a.m. uss the request, or to of Request. De placed <u>21 feet from</u> ap & Parcel: <u>062</u> -	send a representative in my plac	e. I understand that
Date: <u>February</u> the undersigned I am not represente (1004.3) Variance Front Yard Setb Variance request Zoning Resolutio Resulting in a variant Coning Office Use Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed <u>e Request</u> <u>ack</u> is to seek approval for a propo- n requires that the front yard se riance of <u>29</u> feet. <u>b/Notified Property Owners:</u> <u>Sharon Brown</u>	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to t tback shall be <u>50</u> feet. M pson M	0 a.m. uss the request, or to of Request be placed <u>21</u> feet from ap & Parcel: 062- ap & Parcel: 062-	send a representative in my place	e. I understand that
Date: <u>February</u> the undersigned I am not represente <u>Front Yard Setb</u> Variance request Zoning Resolutio Resulting in a var <u>ZonIng Office Use</u> Property Owner: Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed a Request ack is to seek approval for a propo- n requires that the front yard se riance of 29 feet. <u>ANOtified Property Owners:</u> Sharon Brown Fred Simpson / Rankin Simp	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to t tback shall be <u>50</u> feet. M pson M	0 a.m. uss the request, or to of Request. be placed <u>21</u> feet from ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u>	send a representative in my plac the front yard setback line. 030.02 026.00, 027.00	e. I understand that
am not represente (1004.3) Varianc Front Yard Setb Variance request Zoning Resolutio Resulting in a var	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose n requires that the front yard se fiance of 29 feet. <u>a/Notified Property Owners:</u> Sharon Brown <u>Fred Simpson / Rankin Simp</u> Fred Matthews	Time: 8:3 ny meetings held to disc , or may be denied. Nature sed attached garage to t tback shall be 50 feet. M pson M MM	0 a.m. uss the request, or to of Request be placed <u>21</u> feet from ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u>	send a representative in my plac the front yard setback line. 030.02 026.00, 027.00 004.00	e. I understand that
Date: <u>February</u> the undersigned I am not represente <u>Front Yard Setb</u> Variance request Zoning Resolutio Resulting in a var <u>Zoning Office Use</u> Property Owner: Property Owner: Property Owner: Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose in requires that the front yard se fiance of 29 feet. a/Notified Property Owners; Sharon Brown Fred Simpson / Rankin Simp Fred Matthews Frank Jr & Jeanette Garber Billy & Jewel Dean	Time: 8:3 ny meetings held to disc l, or may be denied. Nature sed attached garage to t tback shall be 50 feet.	0 a.m. uss the request, or to of Request. be placed <u>21</u> feet from ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u> ap & Parcel: <u>062-</u>	send a representative in my plac the front yard setback line. 030.02 026.00, 027.00 004.00 003.00	e. I understand that
Date: <u>February</u> the undersigned am not represente <u>Front Yard Setb</u> Variance requesi Zoning Resolutio Resulting in a var <u>Zoning Office Use</u> Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose in requires that the front yard se fiance of 29 feet. a/Notified Property Owners; Sharon Brown Fred Simpson / Rankin Simp Fred Matthews Frank Jr & Jeanette Garber Billy & Jewel Dean	Time: 8:3 ny meetings held to disc , or may be denied. Nature sed attached garage to t tback shall be 50 feet. M pson M MM	0 a.m. uss the request, or to of Request. De placed <u>21</u> feet from ap & Parcel: <u>062</u> - ap & Parcel = <u>062</u> -	send a representative in my plac the front yard setback line. 030.02 026.00, 027.00 004.00	e. I understand that
Date: February the undersigned am not represented Front Yard Setb Variance request Zoning Resolutio Resulting in a var Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose in requires that the front yard se fiance of 29 feet. a/Notified Property Owners; Sharon Brown Fred Simpson / Rankin Simp Fred Matthews Frank Jr & Jeanette Garber Billy & Jewel Dean	Time: 8:3 ny meetings held to disc , or may be denied. Nature sed attached garage to t tback shall be 50 feet. M psonMMM	0 a.m. uss the request, or to of Request be placed <u>21</u> feet from ap & Parcel: <u>062</u> - ap & Parcel: <u>062</u> - be placed <u>0</u>	send a representative in my place the front yard setback line. 030.02 026.00, 027.00 004.00 003.00 030.03 Worth Callins 8/20.16	e. I understand that
Date: February the undersigned am not represente Front Yard Setb Variance request Zoning Resolutio Resulting in a var Coning Office Use Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner:	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose in requires that the front yard se france of 29 feet. Motified Property Owners: Sharon Brown Fred Simpson / Rankin Simp Fred Matthews Frank Jr & Jeanette Garber Billy & Jewel Dean Check: 3100 Check: 3100 Chec	Time: 8:3 ny meetings held to disc , or may be denied. Nature sed attached garage to t tback shall be 50 feet. M psonMMM	0 a.m. uss the request, or to of Request. De placed <u>21</u> feet from ap & Parcel: <u>062</u> - ap & Parcel = <u>062</u> -	send a representative in my place the front yard setback line. 030.02 026.00, 027.00 004.00 003.00 030.03 Worth Callins 8/20.16	e. I understand that
Date: February the undersigned am not represente (1004.3) Varianc Front Yard Setb Variance requesis Zoning Resolutio Resulting in a var Zoning Office Use Property Owner: Cash: Cash: Coning Office Use Coning Coning Office Use Coning	24, 2016 hereby agree to be present at an d, my request will be postponed e Request ack is to seek approval for a propose in requires that the front yard se france of 29 feet. Motified Property Owners: Sharon Brown Fred Simpson / Rankin Simp Fred Matthews Frank Jr & Jeanette Garber Billy & Jewel Dean Check: 3100 Check: 3100 Chec	Time: 8:3 ny meetings held to disc for may be denied. Nature sed attached garage to t tback shall be 50 feet. M psonMMM	0 a.m. uss the request, or to of Request pe placed 21 feet from ap & Parcel: 062- ap & Parcel: 062- ap & Parcel: 062- ap & Parcel: 062- ap & Parcel: 062- o Cierk: 0/ Date: 0/ a	send a representative in my place the front yard setback line. 030.02 026.00, 027.00 004.00 003.00 030.03 Worth Callins 8/20.16	e. I understand that





2016 Community Health Needs Assessment Survey

¥

4

Please answer each question	1.						
What is your age?							
	19 & under	20-29	30-39	40-49	50-59	60-69	70 & over
What is your gender?							
	Male	Fema	le				
What is your annual avera	ige income?						
	\$0-\$24,999	\$25-4	9,999 \$	50-74,999	9 \$75,0	00-\$99,9	999 \$100,000 & up
How would you rate our c	ommunity's ov	verall h	ealth statu	ıs?			
	Excellent	Good	F	air	Poor		Very Poor
How would you rate your own health status?							
	Excellent	Good	F	air	Poor		Very Poor
How would you rate our c	ommunity's ov	verall q	uality of li	fe?			
·	Excellent	Good		air	Poor		Very Poor
How would you rate your	own quality of	life?					
	Excellent	Good	F	air	Poor		Very Poor
How well do our two (2) h	ospitals promo	te good	l health?				
	Excellent			air	Poor		Very Poor
Which four <u>(4)</u> diseases/co	nditions do yo	u believ	e are the	most com	ımon in G	Freenevi	lle/Greene County?
—							lutrition
	Asthma-children		High Blood Pressure				
	Breast cancer		Immunizations-adults		Respiratory Disease-adults		
	Cancer-all kinds		Immunizations-children		Smoking		
	Dental problems		Lack of physical activity		Substance Abuse-alcohol		
	Diabetes		Mental Health Disorders		Substance Abuse-drugs		
	Heart Diseas	e	Obesity	Obesity			

1

Community Health Needs Assessment Survey

Which three (3) behavioral risk factors are the most common to our community?

Access to affordable health care	Inadequate transportation
Access to doctors	Lack of grocery stores
Access to fresh, healthy food	Lack of safe places for physical activity
High number of uninsured people	Poverty
Illiteracy	Unemployment
Wearing seatbelts	

What do you see as the greatest health problem in our community?

What could our hospitals do BETTER to promote good health?

If you were in charge of improving health in our community, what would you do first?

Who else do you think we should ask these questions?





Thank you for completing the 2016 Community Health Needs Assessment Questions call 423-787-5097

Greene County Budget and Finance Committee Budget Meeting-Minutes

January 6, 2016 Greene County Annex Conference Room, Greeneville, Tennessee

Members PRESENT:

Mayor David Crum-Chairman Brad Peters-Commissioner Wade McAmis- Commissioner Butch Patterson-Commissioner Dale Tucker- Commissioner

ALSO:

Mary Shelton- Ex Officio, Director of Finance Pam Venerable- Circuit Court Clerk Eddie Jennings- Commissioner/Solid Waste Lyle Parton-County Commission/Solid Waste Tim Armstrong- Solid Waste Director Roger Woolsey- Greene County Attorney Regina Nuckols- Budget Committee Secretary Ken Bailey-General Sessions Judge Frank Waddell-County Commission/Solid Waste Robin Quillen- County Committee/Solid Waste Ken Bailey-General Sessions Judge

OTHERS:

Brad Hicks- News MediaDavid McClain- Director of Greene County SchoolsAshley McAnulty – Vice President with Stephens INC.Mary Lou Woolsey- Budget Director of Greene County Schools.Richard Delaney- Managing Director with Raymond James & Associates.Mary Lou Woolsey- Budget Director of Greene County Schools.

CALL TO ORDER:

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

MINUTES:

Motion to approve the Budget & Finance minutes December 4th was made by Commissioner Patterson, seconded by Commissioner Tucker. All agreed.

BUDGET AMENDMENTS: For their review, the Committee received budget requests that had already been previously approved by the Mayor.

BUDGET AMENDMENTS NEEDING APPROVAL BY THE BUDGET & FINANCE COMMITTEE

Greene County Clerk Lori Bryant requested that \$902 be transferred from the Part-Time Personnel line item (169) into the Clerical Personnel line item (162). In the prior year, a previous employee's annual payout was missed on their final pay. Motion to approve the Budget amendment was made by Commissioner Peters, seconded by Commissioner McAmis. All agreed.

DISCUSSIONS:

The Solid Waste Committee joined together with the Budget & Finance Committee to discuss the need for a dependable Solid Waste truck. Repairs are continuously being applied to the recycling truck with over 334,000 miles. Solid Waste Director Tim Armstrong said that he had gotten an estimated refurbishing cost of \$53,000 from World Wide. There would be a 3 year, 350,000 warranties on the engine. He said that it would take two to three weeks depending on availability. Mayor Crum said that finding the money would be difficult due to the Solid Waste

Greene County Budget and Finance Committee Budget Meeting-Minutes

January 6, 2016

Greene County Annex Conference Room, Greeneville, Tennessee

fund's projected fund balance being so low. The revenue would need to be looked at. There might be a little more come in by June. He said that the Purchasing Department can go ahead and put the refurbishing bid out there.

RESOLUTIONS:

FUND 141, GENERAL PURPOSE SCHOOL FUND

- A. A Resolution to amend the General Purpose School Fund Budget for midyear changes for the fiscal year 2015-2016. No action needed.
- B. A Resolution to transfer remaining funds in the amount of \$19,172.54 for the fiscal year 2015-2016. No action needed.

FUND 143, GREENE COUNTY SCHOOL'S FOOD SERVICE FUND

C. A resolution to amend the Greene County School's food service fund for two USDA grants. No action needed.

FUND 101 GREENE COUNTY GENERAL FUNDS

- D. A resolution to budget for \$3,611 proceeds from the sale of surplus vehicles to the Sheriff's Department for the fiscal year ending June 30, 2016. Commissioner Tucker made a motion to approve resolution D. It was seconded by Commissioner Peters. All were in favor
- A resolution to budget for \$3,580 insurance recovery to the Sheriff's Department for the fiscal year ending June 30, 2016. Commissioner Peters made a motion to approve resolution
 E. It was seconded by Commissioner Tucker. All agreed.

Mayor Crum asks the Budget & Finance to sponsor a resolution for updating the existing Emergency Management Plan for Greene County. An EMS disk can be made. Commissioner McAmis is made a motion to approve the updated and proposed Greene County Emergency Operations Plan. It was seconded by Commissioner Tucker. All were in favor. The resolution will be typed up and put in the February packet.

OTHER BUSINESS:

Mr. Ashley McAnulity, Vic President with Stephens INC and Mr. Richard Delaney, Managing Director with Raymond James & Associates were present at today's meeting. They took different intervals and discussed their financial services. The topic of discussion was the ability for the County to refinance the school construction bonds. Both passed out information. The Mayor advised the committee to absorb all the information handed out by the two men and compare the cost involved and maybe a decision could be made in February.

Sessions Judge Kenneth Bailey addressed the committee about the need for an additional staffing due to an increase in his caseload. Commissioner Peters felt that the litigation fees needed to be looked into and see if they are going where it should be. Mayor Crum said to look at the overall fund to see if some of the money from the wheel tax collection could be used as a funding.

Major water leaks repairs are needed at the Courthouse. The roof needs to be replaced. Mayor Crum says these issues need to be taken care of. Commissioner Tucker suggested going ahead and began the bidding process.

NEXT MEETING: The next meeting is scheduled for Wednesday February 3rd, 2016 at 1 P.M in the conference room of the Greene County Annex building.

Respectfully submitted, Regina Nuckols Budget & Finance Secretary

2

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

MEMBERS PRESENT:

David Crum-Mayor	Mary Shelton-Budget Director	Wade McAmis- Comm.
Brad Peters-Comm.	David Weems-Road Sup.	David McLain-School
Roger Woolsey- Cnty Attrny	Sharron Collins – Comm.	Dale Tucker-Comm.

ALSO:

.

Chris Poynter-Trinity	Bradley Hicks-Greeneville Sun	Andrea Hillis-TSC
Krystal Justis-Secretary	John McInturff- McInturff, Milligan &	Brooks
Sandy Fowler- Atty Assist.		

CALL TO ORDER:

Mayor Crum called meeting to order at 8:40 A.M. in the conference room at the Greene County Annex.

MINUTES:

Motion was made by Commissioner Tucker and seconded by David Weems to approve minutes from the December 22, 2015 Insurance Meeting. Motion was then approved with no opposition.

REPORTS:

No reports were given due to computer issues in the Budget Finance Department.

DISCUSSION:

Biometric deadline is May 1, 2016 Transform Health has been contacting those employees that have not gotten their lab work scheduled.

Employees not on the health insurance cannot utilize the clinic since the health premium deducted from employees on the health insurance funds the clinic.

Chris Poynter stated we have had large claims in December that have been serious medical issues close to half a million. We are getting 58 ½ % discounts from Network providers and facilities. Pharmacy claims are also up. Chris also stated Transform Health Rx has not given him the information he has requested to be able to tell how much the clinic is saving.

Chris recommended the county employee rates increase for the Network P but up and the county match to stay the same. This change with UT Medical opens it up for employees as a qualifying event. Chris will be sending out the new rates to the committee. Motion was made by Roger Woolsey to offer Network P as a buy up option for employees since UT Medical will only be in Network P effective March 1, 2016. Motion was seconded by Commissioner Peters and was then approved with no opposition.

4

Open Session was adjourned for Closed Session.

Reconvened for claims.

CLAIMS:

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

Motion was made by Commissioner Collins to approve claim 11000115020500 to be paid up to amount specified and was seconded by Commissioner Peters. Motion was then approved with no opposition.

Motion was made by Commissioner Collins to approve the expenditures of claim 1100041520700 and was seconded by Commissioner Tucker. Motion was then approved with no opposition.

n

Meeting was the adjourned.

Respectfully Submitted,

Krystal Justis

٩

GREENE COUNTY BUILDING CODE COMMITTEE

JANUARY 28, 2016

GREENE COUNTY ANNEX

The Greene County Building Code Committee met on January 28, 2016. As it was the first meeting, officers were elected. Chairman elected was Frank Waddell, secretary was Robin Quillen. Present were commissioners: Lyle Parton, Frank Waddell, and Robin Quillen. Also present were: Tim Tweed, Building and Zoning and Mayor David Crum.

Building codes must be current 7 years of the most recent code available. Tim has made revisions to the code that we use. The state still uses the 2009 code. We are going to use the 2012 code when updating our local code. The 2015 code hasn't been out long enough for everyone to understand it and use it correctly.

Audits are conducted every 3 years.

This committee will make the recommendation to accept these code revisions. There will be a 90 days waiting period. After that, the new code will be brought before the county commission for a vote. Frank Waddell made the motion to accept the amended code. Lyle Parton seconded that motion. Motion includes: If county attorney needs to make amendments, that will be done at the time the commission is voting on acceptance of code revisions.

Tim Tweed went over all revisions with the committee. Discussion and questions were brought forth. A copy of code will be available for 90 days for inspection.

Respectfully Submitted,

Robin Quillen

٠

GREENE COUNTY DEBRIS COMMITTEE MEETING

CALLED MEETING

DECEMBER 8 2015

COURTHOUSE ANNEX

The called meeting of the debris committee was attended by commissioners: Wade McAmis, Frank Waddell, Lyle Parton and Robin Quillen. Also in attendance were Mayor David Crum, Tim Tweed, and Brad Hicks from the Greeneville Sun. Citizen Roger Greene was present to ask about getting some properties cleaned up on Loretta Street. Addresses 207 and 205 on Loretta Street are owned by the county due to delinquent taxes being owed. One property has partially burned out house on it. Both properties are over grown with brush. Commissioner Parton made a motion, seconded by Commissioner McAmis, to board up the house. The Sheriff's department is being contacted to see if some inmates can start clearing brush. Tim Tweed will check with city to see if they will pick up brush after it is cleared. Mr. Greene might be interested in purchasing properties.

Tim reported that improvements have been made on Silverleaf and Shaw roads to properties previously reviewed by this committee.

Next meeting scheduled for January 26, 2016 at the annex.

Respectfully submitted,

Robin Quillen

٠

RANGE OVERSITE COMMITTEE

January 12, 2016

COURTHOUSE ANNEX

THE RANGE OVERSITE COMMITTEE MET ON JANUARY 12, 2015 AT 8 A.M. AT THE COURTHOUSE ANNEX. COMMITTEE MEMBERS PRESENT WERE: MAYOR DAVID CRUM, JERRY STROM, DICK FAWBUSH, SHERIFF PAT HANKINS, CHIEF TERRY CANNON, COMMISSIONER JAMES "BUDDY" RANDOLPH AND CYNTHIA PAINTER. ALSO PRESENT WERE: RAY ALLEN JR., DAVID WEEMS, DIANE SWATZELL, CAROLINE MILLER, AND DAVE WRIGHT. QUORUM BEING PRESENT MAYOR CRUM CALLED MEETING ORDER.

MINUTES: DAVE WRIGHT REQUESTED THE MINUTES FROM PREVIOUS MINUTES BE CHANGED TO STATE THE BUILDING WAS REDUCED BY 600 SQ FEET INSTEAD OF 600 FEET. JERRY STROM MADE MOTION TO ACCEPT MINUTES AS CORRECTED WITH SECOND BY CHIEF CANNON. MOTION CARRIED.

DISCUSSION:

ROAD SUPERINTENDENT DAVID WEEMS SUBMITTED A BILL OF \$38,762.26 FOR WORK COMPLETED NOVEMBER 4, 2015 THRU JANUARY 7, 2016. NINE THOUSAND DOLLARS (\$9,000.00) WAS COMPLETED IN KIND WORK. THIS WAS REPORTED SO THAT IT COULD BE RECORDED INTO MINUTES.

WEEMS ADVISED THAT IF ELEVATION IS ACCEPTABLE, HE NEEDS TO WIDEN THE BACK SIDE AND ADJUST SLOPE IN FRONT. COMPACTION TEST ARE COMPLETED AND TESTING IS 98%/99%/100%.

SOME OF THE SOIL THAT WILL BE REMOVED FROM THE PARKING AREA CAN BE USED FOR ELEVATION OF THE BIRM AT THE NEW PISTOL RANGE. REPAIR WORK ON DRIVEWAY AT PAVILION ACROSS CREEK TO NEW SITE HAVE BEEN COMPLETED. WE HAVE ALSO PLACED GRAVEL ON ROAD LEADING TO NEW PISTOL RANGE. AT LARGE PISTOL RANGE WE HAVE HIT AND SOME HAVE PUSHED OUT AND SHOULD HAVE MORE DETAILS AT NEXT MEETING. BILL MALONE IS WORKING ON DETENTION POND IN FRONT OF LONG BORE RANGE, HOPEFULLY SIZE SHOULD DECREASE FROM ORIGINAL PLANS.

THE COMMITTEE CHOSE TO GO WITH SCHEME "B" AT LAST MEETING. WE HAVE LEARNED THAT THERE IS A 12' DIFFERENCE IN ELEVATION. HE SAID WE CAN HAVE 18" CROSS SLOPE FROM HOUSE TO HOUSE WITH 6' THAT WE CAN TAPER AT THE END. WEEMS SAID THIS WOULD WORK BETTER THAN 2' RETAINING WALLS. WE SHOULD HAVE DIRT AVAILABLE TO MAKE THESE FILLS.

DICK FAWBUSH DISCUSSED TRAP HOUSING BEING ABOVE GRADE. WE SHOULD CALCULATE GRADE BASED ON TRAP HOUSE HEIGHT FOR FUTURE RANGE DEVELOPMENT. A CONSTANT SLOPE WILL PREVENT STANDING WATER.

DAVE WRIGHT DISCUSSED PUTTING PROJECT BACK OUT TO BID. HE ADVISED WILL TAKE 2-3 WEEKS TO GET PROJECT READY FOR BID AGAIN AND ABOUT 3 WEEKS BEFORE OPENING AGAIN. CONCERN WAS VOICED DUE TO ALL WORK NOT COMPLETED ON EXCAVATION BUT THOSE FEARS WERE ADDRESSED. MR. STROM ADVISED WE NEED TO BE AWARE OF TIME FRAME AND SHOULD MOVE FORWARD WITH REBIDDING PROJECT. WALTER STATE ALREADY HAS THE RANGE BOOKED FOR MARCH AND APRIL. JERRY STROM MADE A MOTION SEND OUT NEW BIDS, CHIEF CANNON SECOND MOTION AND MOTION CARRIED. DAVID WEEMS ADVISED THE COMMITTEE THAT HE NEEDS SLOPE FOR FRONT OF BUILDING.

THE ITEM OF DISCUSSION WAS MAKING ACCESS FROM ADMINISTRATIVE BUILDING TO CROSS CREEK. THIS WILL KEEP TRAFFICE SEPARATED FROM OTHER RANGES. SHERIFF HANKINS SAID HE WOULD GET THE TRAILER TO USING FOR THE CROSSING.

THE NEXT SCHEDULED MEETING WILL BE FEBRUARY 9, 2016 AT 8 A.M. AT GREENE COUNTY COURTHOUSE ANNEX.

CHIEF CANNON MADE MOTION TO ADJOURN, JERRY STROM SECOND MOTION. MOTION CARRIED AND MEETING ADJOURNED AT 9 A.M.

RESPECTFULLY SUBMITTED,

KIM HINSON

/ds

RANGE OVERSITE COMMITTEE

DECEMBER 8, 2015

GREENE COUNTY RANGE SITE

THE RANGE COMMITTEE MET ON DECEMBER 8, 2015 AT 8 A.M. IN THE GREENE COUNTY ANNEX CONFERENCE ROOM. COMMITTEE MEMBERS PRESENT WERE: MAYOR DAVID CRUM, CHIEF TERRY CANNON, SHERIFF PAT HANKINS, CYNTHIA PAINTER, JERRY STROM, DICK FAWBUSH AND COMMISSIONER JAMES "BUDDY" RANDOLPH. ALSO PRESENT WERE: DAVID WEEMS, DIANE SWATZELL, DAVE WRIGHT, CAROLINE MILLER AND BRAD HICKS. QUORUM BEING PRESENT MEETING WAS CALLED TO ORDER BY MAYOR CRUM.

MINUTES

MOTION TO ACCEPT PRIOR MINUTES WAS MADE BY JAMES RANDOLPH, WITH A SECOND BY JERRY STROM. MOTION CARRIED.

DISCUSSION

MAYOR CRUM ADVISED THE COMMITTEE THAT THE RESOLUTION PASSED FOR THE ADDITIONAL 25 ACRES TO BECOME A PART OF THIS PROJECT. DAVE WRIGHT RECEIVED THE SURVEY AND SHARED IT WITH CIVIL ENGINEER AS WELL AS JERRY STROM. THERE ARE TWO (2) SCHEMES "A" AND "B". SCHEME "B" WILL WORK MORE IDEALLY WITHOUT NEGATIVE IMPACT TO STREAM. WHAT CLAY'S THAT FALL IN THE BODY OF WATER ARE BIODEGRADEABLE. WHEN WE SELECT A SCHEME THEN WE CAN START PERMIT PROCESS AND STAY AWAY 30' FROM WATER.

SCHEME "B" ALLOWS MORE DEVELOPMENT AND THEREFORE WOULD BE THE BEST OPTION. BOTH SCHEME "A" AND "B" WILL HAVE ABOUT AT 10'-12' SLOPE. WE HAVE TO CONTINUE TO REMOVE TIMBER IN THE SAME MANOR AS WE ARE CURRENTLY.

JERRY STROM INFORMED THE COMMITTEE THAT SCHEME "B" WILL BE SAFER AND PROVIDE AVOIDANCE OF THE STREAM. IF WE DON'T DISTRUB, THE CLAY TARGETS WILL DISINTEGRATE IN FIVE (5) YEARS. COMMITTEE WAS ALSO ADVISED THAT SPORTING CLAY'S CAN'T BE OPERATED AT TIME AS SKEET/TRAP. JERRY STROM MADE A MOTION TO ACCEPT SCHEME "B" WITH A SECOND BY JAMES RANDOLPH. MOTION CARRIED.

AFTER ACCEPTANCE OF SCHEME "B" DAVE WRIGHT TOLD COMMITTEE THE ADMINISTRATIVE BUILDING WILL BE TURNED 180 DEGREE. THE ADMINISTRATIVE BUILDING HAS BEEN REDUCED BY 600' WITH REMOVAL OF THE FAMILY TOILET, REMOVAL OF THE FIREPLACE, FLAT CEILING INSTEAD OF VAULTED, AND STANDARD CONCRETE FLOOR. THE ROOF SLOPE REMAINS THE SAME WITH METAL ROOF. THE REMOVAL OF SQUARE FOOTAGE AND DECORATIVE ITEMS AND USING BOARD AND BATTEN SIDING (CONCRETE TYPE) INSTEAD OF LOG SHOULD SAVE ABOUT \$80,000. THE HIGH/'LOW HOUSE'S ARE METAL AND MAY HAVE THE SAME SIDING AS THE ADMINISTRATIVE BUILDING. MAYOR CRUM ASKED IF ANY OTHER CUTS CAN BE MADE OR REMOVED. JERRY STROM ADVISED THAT EVERYTHING HAS BEEN CUT EXCEPT THE SIZE OF CLASSROOM AND REMOVAL OF KITCHEN.

DAVE WRIGHT ADVISED THAT WE COULD OBTAIN ADDITIONAL SAVINGS IF WE WENT WITH SHINGLE ROOF INSTEAD OF METAL AND IF WE WANTED COULD GET ALTERNATE BID FOR SHINGLE. SHERIFF HANKINS SAID NO, WE WANT TO STAY WITH METAL ROOF. CHIEF CANNON MADE A MOTION TO ACCEPT THE CURRENT REVISED PLANS WITH METAL ROOF. DICK FAWBUSH SECOND MOTION AND MOTION CARRIED.

JERRY STROM FURTHER ADVISED THAT WE WILL NEED ADDITIONAL ITEMS TO MAKE THE RANGE FULLY OPERATIONAL FROM DAY ONE. WE WILL NEED CARD READERS TO KEEP TRACK OF SKEETS SO USERS CAN BE PROPERLY CHARGED FOR USAGE. THIS IS JUST ONE ITEM THAT WILL NEED CONTINGENCY FUNDS TO MAKE RANGE FULLY OPERATIONAL. MR. STROM WILL GET WITH DAVE WRIGHT TO ADVISE ANY ADDITIONAL ITEMS THAT NEED TO BE PART OF THE OPERATION.

DAVID WEEMS INFORMED COMMITTEE THAT HE HAS CUT 7-8' ON THE PISTOL RANGE AND CAN SEE ROCK. HE IS NOT SURE IF THEY WILL ROLL OR IF THEY WILL HAVE TO BE BLASTED. HE ADVISED THAT PARKING LOT IS ALMOST DONE FOR PISTOL RANGE AND THE LONG BORE SHED IS CLOSE TO GRADE. HE ALSO ADVISED THAT HE WANTED TO RAISE THE ELEVATION OF THE ADMINISTRATIVE BUILDING AND THAT WE WILL NEED TO DO A COMPACTION TEST. DAVE WRIGHT SAID HE WOULD MAKE THAT PART OF THE BID. MR WEEMS SAID HE WAS NOT SURE HOW MUCH DIRT WE WILL HAVE ON SITE FOR THIS PROJECT. SOMEONE IS MOVING RED DIRT AT THE AIRPORT AND WE CAN GET THE DIRT FOR FREE AND WE WOULD HAVE TO PAY TRUCKING COST. JERRY STROM MADE A MOTION FOR DAVID WEEMS TO EXPLORE AND IMPLEMENT WITH DAVE WRIGHT TO GET GRADE AVAILABLE AND GET DIRT IF NEEDED. CHIEF CANNON SECOND AND MOTION CARRIED.

THE QUESTION WAS RAISED IF WE COULD USE SEPTIC TANK AT NEW PISTOL RANGE AND THAT TOILET AT OLD RANGE NEEDS TO BE MODIFIED. DAVE WRIGHT SAID WE MAY HAVE GOOD ARGUMENT TO PUT IN SEPTIC AND USE LINE FROM SEWER.

CHIEF CANNON ASKED IF WE ARE RE-BIDDING NOW OR WAITING. IT WAS DETERMINED THAT WE NEED TO GET MORE GRADING AND SITE WORK COMPLETED BEFORE WE SEND OUT BIDS AGAIN. DAVE WRIGHT WILL GET WITH CIVIL ENGINEER TODAY ABOUT THE POND BEING MOVED.

THE NEXT MEETING WILL BE JANUARY 12, 2016 AT 8 A.M. IN ANNEX CONFERENCE ROOM. JERRY STROM MADE MOTION TO ADJOURN. DICK FAWBUSH SECOND AND MOTION CARRIED. THE MEETING ADJOURNED AT 9:30 A.M.

RESPECTFULLY SUBMITTED

KIM HINSON

/ds

Wellness Committee Meeting Minutes January 19, 2016 Greene County Annex Greeneville, TN

Members Present:

April Muncy Angela Morgan April Ricker Amy Tweed Krystal Justis Lisa Chapman David Crum

Call to Order:

Chairman, April Muncy called meeting to order at 8:30 A.M.

Minutes:

Minutes from November 17, 2015 was not addressed.

Discussions:

There are 12 participants in the Biggest Loser which goes through March 1, 2015. The last weigh in should be done by the 1st week of March.

Anyone currently serving on the Wellness Committee was given the opportunity to come off the committee if they were no longer interested in being on Wellness and members were asked if they know of someone who may be interested and have fresh ideas to invite them to a meeting. Committee is looking for new ways to get more involved and everyone motivated.

Next challenge will be a rethink your drink and exercise classes offered during lunch and after hours depending on liability status. A 20oz Mountain Dew has 290 calories and 77 grams of sugar which is equal to 19.25 teaspoons of sugar; a 12 oz. can of Sprite has 140 calories and 38 grams of sugar which is equal to 9 teaspoons of sugar. An 8 oz. of Ocean Spray apple juice contains 35 grams of sugar; a 32 oz. of sweet tea contains 72 grams of sugar. This challenge is to make participants aware of their sugar intake in just drinks, and to get more participants drinking more water.

The next Wellness meeting will be March 15, 2016 at 8:30a.m. annex conference room.

Meeting was adjourned.

Wellness Committee Meeting Minutes November 17, 2015 Greene County Annex Greeneville, TN

Members Present:

April Muncy	
Angela Morgan	

April Ricker Amy Tweed Krystal Justis

Call to Order:

Chairman, April Muncy called meeting to order at 8:30 A.M.

Minutes:

Motion was made by April Ricker to approve prior minutes as written from last meeting on September 28, 2015 and was seconded by Angela Morgan with no opposition.

Discussions:

Next challenge will be the Holiday Hustle starting December 14, 2015 going through February 1, 2016. This is an individual challenge. Those participating will need to send in their starting weight on or before December 10, 2015 to greenecountymoves@gmail.com to weigh in you will need an accountability witness (does not have to be the same witness each time) when you weigh in list your name your accountability witness and weight. Use the same scale and weigh in each Monday. There will be 8 weigh ins. The participant that has the most percentage weight loss will when a day off with pay and 2nd and 3rd places will get ½ day off with pay. Those that keep a food journal that will be provided will need to log all calories consumed each day in food and drink will receive a one pound weight loss for just keeping the food journal.

The Biggest Loser participants will have the final weigh in December 10 winner of who has continued with most percentage of weight loss or maintained but must not be weight gained from last weigh in from August 3, 2015 will receive a day off with pay and 2nd and 3rd places will each get a ½ day off with pay.

Upcoming walks:

Turkey Trots- Kingsport and Johnson City on Thanksgiving Day and Bark at Dark in Morristown. Those participating in the Gobble Challenge will receive an extra 150 minutes added to their time for completing a registered walk. This team challenge ends November 30, 2015.

Newsletter will be going out anyone with tips, recipes needs to submit them to <u>greenecountymoves@gmail.com</u>. It was also suggested to get healthier snacks in vending machines at annex.

Meeting was adjourned.
Choose health. Drink water.



Note: Walking times are based on the average calorie expenditure for a 154-bound individual walking at 3.5 mph (280 calones/hour). Calones burnar per hour wall be higher for persons who work more than 154 pounds and lower for persons who weigh less. Teasphoons of sugar are founded to the nearest whele number. All walking times are rounded up to the next whole number. United States Department of Health and Human Services, U.S. Department of Apriculture, Dietary Guidelines for Americans, 2005, Table 4, Calories-Hour Expended in Common Physical Activities, http://www.health.gov/detaryguidelines/dga2005/ occument/Intrivchapter3.htm. Accessed May 15, 2012.



This material was produced by the Cationnia Department of Public Health's Nutrition Education and Obesity Prevention Branch with funding from USDA SKAP-Ed, known in Cationnia as Catifresh. These instructions are equal opportunity providers and employers, Catifresh provides assistance to low-income boustendos and an help buy instructions for for brefer health. For Catifresh misramiation, call 1-377-847-3663. For important nutrition information, visit www.CaChampionsForChange.net.



MEETING OF GREENE COUNTY ANIMAL

CONTROL COMMITTEE

OCTOBER 8, 2015

AT COURTHOUSE ANNEX

Preceding the actual meeting, we had several representatives present from various animal organizations in Greene County. I have a list of these if you are interested in obtaining one. There was much discussion on how to reduce the number of animals euthanized in our county. Some of the people wanted to fire our AC manager, Chris Cutshall. Mayor David Crum put that thought to rest immediately. He said that Chris was not going anywhere.

Commissioners present were: Lyle Parton, Paul Burkey, Robin Quillen. Also present was Mayor Crum and Chris Cutshall.

A suggestion was made to the crowd that if they wanted to help with making progress on spay/neuter, etc., they could get a petition of 10% of registered voters in Greene County and present it to our committee to take to the full commission.

.

Chris gave reports. The new truck for AC should arrive in November.

Respectfully submitted,

Robin Quillen

GREENE COUNTY ANIMAL CONTROL MEETING

JANUARY 27, 2016

GREENE COUNTY ANNEX

The Greene County Animal Control Committee met on January 27 at the annex. Present were: Commissioners Frank Waddell, Zak Neas, Lyle Parton, Paul Burkey, Robin Quillen. Also present were: Mayor David Crum, Chris Cutshall AC Manager, and Brad Hicks from the Greeneville Sun.

Prior minutes approved by Lyle Parton and seconded by Zak Neas.

Chris Cutshall gave the quarterly report and also updated on the yearly report. The number of animals euthanized was down due to Humane Society and local rescues stepping up and saving more animals. There were 27 bite investigations for the quarter. Greene County had 8 rabid skunks for the year 2015. Overall numbers are improving at animal control.

AC could use donations of bleach. It is important to clean all areas there daily to keep illness to a minimum.

The next meeting will be on April 13 at 3:00 PM at the annex.

Respectfully submitted,

Robin Quillen

Rabies Control Quarterly Report

•

٠

OCTOBER, NOVEMBER, DECEMBER

<u>2015</u>

Animal Bite Investigation	ons = 27
Calls Regarding Anima	als = 870
Animals Tested State	Lab = 9
Positive Animals =4 S	pecify =skunks
Animals Picked Up	= 471
Claimed Animals	= 59
Rescued Animals :	= 277
Animals Put To Slee	p = 135
(Health Problems	= 28)
(Aggressive = 9	18)
(Adoptable = 9))

Greene County Greeneville Emergency Medical Services Board Meeting

Thursday January 21,2016

3pm Greene County Annex

Attendees Present:

Board Members: Chairman of the EMS Board Shaun Street of the Greene County Health Dept Director, EMS Director Chuck Kearns; County Commissioners Robin Quillen and Eddie Jennings;Greene County Mayor David Crum; Laughlin Hospital Administrator Chuck Whitfield; City Alderman Keith Paxton; Tammy Albright from Takoma Hospital.

Other Attendees: Greene County EMS Field Operations Supervisor Calvin Hawkins; Greeneville Sun Reporter Brad Hicks; Rhonda Johnson from EMS Office.

Board Members Absent: Medical Director Dr. Drew Mcfarland; EMA Director Bill Brown; Greeneville Mayor W.T. Daniels; Takoma Hospital Administrator.

Chairman Shaun Street called the board meeting to order.

Mayor Crum approved the Oct. 8 board minutes. Second by County Commissioner Eddie Jennings. The minutes were approved unanimously.

New Business was then discussed.

1. Update from EMS Director Kearns.

Director Kearns gave a progress report on EMS. He made a 3 page handout (see attached) which was given to each Board Member and to the Greeneville Sun Reporter. This report shows the progress that has been made since the last EMS Board Meeting with the personnel, cardiac monitor-defibrillator, front line cots, vehicles and station updates. It has a chart showing the increase in call volume since 2013 and a financial report. Chuck stated he uses the financial system of Total Dollars Out to Total Dollars In which makes our finances look worse. Chuck also asked the Board Members to thank the towns of Mosheim and Baileyton for the donations and help they have given the EMS Stations.

Chuck also informed the board that we now have 1 Speciality Care Medic and plan to have more trained at \$300.00 per medic to have one per shift. These will be handpicked by Chuck with the help of the supervisor. This will allow us to bill certain trips at higher rates.

2. Other Business

Commissioner Eddie Jennings ask if we could have a Grandfather Clause to allow 2 families to use LifeCare Ambulance Service and to keep their money from going to out of town services. He stated it would eliminate false rumors and negative attitudes. Mayor Crum and Commissioner Quillen disagreed with this. Commissioner Jennings also ask if the EMS fuel savings could be used as a bonus for the EMS employees to compensate for low wages. Mayor Crum stated this would cause arguments from other departments.

Mayor Crum ask that each Board Member be allowed a proxy if they were unable to attend. Shaun stated the Robin and Eddie could choose a proxy from the County Commission and the hospitals will choose their proxy. Mayor Crum stated he would trust who they send. The Proxy was approved.

A letter of Thanks was presented to Chuck Whitfield and the Laughlin Board of Directors for the generous donation of a Phillips MRX 12 Lead Cardiac Monitor –Defibrillator to Greene County EMS.

3. Next Steps for EMS Board

The next scheduled meeting will be Thursday April 14th at 3:00 pmat the Greene County Annex. Mayor Crum made a motion to adjourn the meeting. RJ

I continuously meet with employees, visiting stations and evaluating our systems. The following is a progress report since the last EMS Board Meeting:

Personnel

- -We posted an ad for Paramedics and AEMTs on the Greene County Website and through the Walter State EMS Program. Several AEMTs & Medics have already responded and been hired. We are currently down to only one vacant, full time paramedic position.
- -I hired an ASE-Certified, Master Mechanic. He has been tremendous in repairing vehicles and stations!
- -A billing person resigned to move away. I hired a 20+ year, experienced medical biller and she is making a a very positive impact on collections. We now negotiate certain trips at a higher reimbursement.
- -Another billing person is out on Maternity leave, so collections will continue to dip down for a few months.
- -Field Personnel are getting new uniform shirts, new uniform pants and reflective jackets (\$50 vs. \$150ea). -Complaints & Compliments:
 - -Three complaints were received and investigated. Two were determined to be unfounded. The remaining complaint was regarding a crew driving too fast. The crew members were counselled and a written record placed in their files.
 - -Twenty crew commendations were written since the last EMS Board meeting. These compliments were received via patients or family members either calling, writing or coming in to the office.

-Community Service - EMS Personnel participated in:

- -Providing non-dedicated ambulance stand-by services at three county high school football games. -Buying and donating a first aid kit for St. Jude's Childrens' Hospital to auction.
- -Downtown Greeneville Halloween Trick or Treating handing out candy to children from a decorated ambulance.
- -Raising awareness for Breast Cancer charities by buying and wearing pink uniform shirts in October.
- -Buying and putting together gift bags for veterans for the Ottway Ruritan dinner.
- -Downtown Greeneville Christmas Tree Lighting ambulance standby.
- -Buying food and getting donations to cook holiday meals for senior citizens at Plaza Towers. One EMS employee dressed up like Santa Claus for the event.
- -requesting holiday donations for animal shelter.

Cardiac Monitor-Defibrillators

-We now have <u>seven (7)</u> Phillips, 12 lead - Cardiac Monitors thanks to the LMH Board donation. -An eighth reconditioned monitor can be purchased for \$10,700 vs \$24,000 new. We need one or two more. We plan to sell some old equipment to help pay for this.

Front Line Cots

-A complete inventory is finished. There are three – five cots found elsewhere that we may own. We are working with the County Attorney's office on ownership and liability releases for those assets.

-Two broken cots were stock-piled. We got trade in value up to \$800.00 and bought two power cots.

-We bought a used, reconditioned power cot for coroner service for ½ price.

-Six new mattresses were bought for cots to replace old, worn out mattresses for better patient safety and comfort.

1

Vehicles

- -New mechanic replaced 30 Tires, nine vehicles' front-ends, 10 sets of brakes & many rotors, LOF & Fuel Filters on all, three water pumps, four exhaust leaks, repaired one four wheel drive system, two steering gear boxes along with too many minor repairs to list.
- -Fleet has 11 Chevy Diesels and one, Ford Type II Van Ambulances.
- -One wrecked ambulance was repaired and placed back in service.
- -One Ambulance remount was bid out and recently picked up. We cannibalized the chassis for parts to save money.
- -All ambulances now have cab door labeling.
- -All ambulances now have rear door, reflective chevrons.
- -Bench cushions, driver, passenger and rear jump seats have been re-covered for quick replacement.

Stations

-On January 1, 2016, Med Five, a 24-hour unit was moved from the Headquarters Station to the South Greene Volunteer Fire Department for full time coverage. The two Advanced EMTs from Response One were absorbed into the regular EMS department staffing. Another "Daytime Ambulance" was placed in service out of the Headquarters Station during the busier times of the day. This was a budget neutral move, at no additional cost. -Every Sunday is "Station" day for thorough cleaning of each location.

-In general pretty good stations. They are getting paint and furnishings as needed. Each out station got two chairs and two mattresses replacing old/broken ones. Plastic shelving units were purchased to store chemicals.

-<u>Tusculum station</u> got seven exterior motion lights, a garage bay motion light switch, a kitchen table & chairs, & two thermostat covers for the bays. We also repaired toilets, installed CFL bulbs, shorelines in the bays and a \$29.00 leaf blower to keep bays clean. We hope these upgrades will reduce the cost of electric and water.

-<u>Mosheim station</u> got an exterior motion light, two broken windows replaced, three smoke detectors & two shorelines for the bays. We also repaired a loose toilet, sealed a 4" hole in an exterior wall, installed 12, eight -foot fluorescent bulbs in the bays, covered kitchen drawer opening, and got a new power cord for the base radio. We also bought shelves for chemical storage and a \$29.00 leaf blower to keep the bays clean. <u>Our thanks to Mosheim as they jumped in and willingly shared these expenses with us!</u>

-<u>Baileyton station</u> is getting an exterior motion light, and is being completely painted inside. Paint, a new toilet, and mirror/medicine cabinet were purchased by Baileyton and will be installed by us. We also bought shelves for chemical storage and a\$29.00 leaf blower to keep bay clean. <u>Our thanks to Mosheim for these purchases!</u>

-Seven new mattresses have been purchased for the HQ station after negotiating reduced prices. -Floor coverings in Takoma station, Billing and Baileyton remain a concern. The carpet is old and stained.

FY Financial Performance:

-July through December (6 months):

, .	
\$1,829,598.49	Collected
\$1, <u>580,414.06</u>	Expenses
\$249,184.43	Difference (P&L)
\$379,496.12	A/R Balance
\$282.72	Average Cost per Call
\$327.29	Average Cash Collected per Transport
\$44.57	Average Margin per Transport

2

	Calis*	<u>Annual</u> Increase	Increase Percent	Transports**	<u>Transports</u> per calls	<u>Transport</u> Increase	Transport Increase %
2013	12,364			9,707	78.51%		
2014	13.615	1,251	10.12%	11,383	83.61%	1,676	17.27%
2015	14,019	404	2.97%	13,084	93.33%	1,701	14.94%



GC-GEMS EMS Volume

* Data from 9-1-1 CAD

.

.

** Data from EMS Billing System

				Financial Repor	t		
	July	August	Sept	Oct	Nov	Dec	 Sub Totals
Expenses***	\$ 233,283.81	\$ 267,193.15	\$ 332,258.95	\$ 255,725.77	\$244,519.95	\$ 247,432.43	\$ 1,580,414.06
**Cash Collected	\$ 364,239.18	\$ 305,000.28	\$ 318,985.78	\$ 333,085.78	\$202,945.11	\$ 305,342.36	\$ 1,829,598.49
Monthly =	\$ 130,955.37	\$ 37,807.13	\$ (13,273.17)	\$ 77,360.01	\$ (41,574.84)	\$ 57,909.93	
						FY - YTD Total	\$ 249,184.43



*** Data from County Finance Office ** Data from EMS Billing System Prepared by: C. T. Kearns on January 18, 2016

www.greenevillesun.com

A TO . THE GREENEVILLE SUN Saturday, January 23, 2016 OBITUARIES/LOCAL/NATIONAL

EMS Director Touts Progress Of Recent Months

BY BRAD HICKS

SIANT WRITER Much progress. includ-

ing improved . billing collections and equipment upgrades, has been made at Greene County-Greeneville EMS in the past few months, according to EMS Director Conrad "Chuck" Keerns The Greene County EMS Board met Thursday to hear about the headway made at EMS since the board last met

in October. The first topic of discussion was personnel In October EMS had five full-time AEMT and paramedic vacancies. Kearns. said an advertisement for medics and AEMTs was posted, on the county's website and through the EMS Program at Walters State Community College, As a result, four of the vacancies have of the vacancies have for the ballou from an ellections may be lower been filled, and EMS is July 15throughsthe end collections may be lower down to one vacant full, of December BMS coll, barn which is the the parameter sociation. Here the carry with a point of the construction of the

Anter alter alter som som

impact on Greene, Coun-ty-Greenewille DMS, Kearns said, Since/October he said an ASE-certified master mechanic has been brought onboard to repair EMS wehicles and stations: nover a merit "There's nothing this guy can't fix and he gets it done, rapidix Kears said An experienced * medical biller was hired in December to fill an opening left due to a resignation. This new biller. Kearns said, brought with her an enhanced ability to collect on certain types of EMS calls. a disbeen a very positive impact with her knowl-

edge "Kearns said Kearns: also - provided officials with an undate on the financial performance of Greene County-Greeneville EMS in the current fiscal year. For the period from

lion Kearns said Greene County Greeneville EMS ended this period in the black in the amount of \$249 184

Monthly expenses and collections have been fair-ly consistent throughout

Has an continue of September when expenses climbed to more than \$330,000. Kearns said new equipment, such as chairs, mattresses and uniforms were purchased at that time, leading to the higher expenditure amount and a state Collections for seach month since July have been more than \$800,000, with the exception of November when around \$203.000 was collected. Kearns said one of the billing employees is out on maternity leave, 180

and a start of the second start of the second

\$380:000

That's revenue we've billed out, we just haven't had time to chase it." Kearns said.

Kearns said the cur-rent collections rate for the South Greene Volun-teer Rive Department. That move took effect on Jan. 1. Since October: Kearns collect the AREBelance, said three complaints that rate would be 57 per-cent. The number of calls ed. Two of these, he said, Kearns said the cur-

received and transport rates are also up at Greene. County-Greeneville EMS. The department received around 12,300 calls an 2013 and approximately 13,600 calls in 2014. In 2015, EMS received a total of 14,109. Of the calls received last year, 13,084 or 93.38 percent. resulted, in EMS transports. This percentage is higher than 2014's 83.61 percent, and the 78.51 percent sean in 2013. "I've never seen this in my career that the cancel-

ationsvate is this small. Kearns said of the 2015 figures. But Kearns said EMS office to land the service paint at the service paint of the service of the servi

been collected, is around has been able to meet received. the higher number of calls through "creativity," including the budgetneutral move to station cardiac monitors. These a full-time ambulance at the South Greene Volun-

> filed against EMS were the facility, Kearns said. were determined to be unfounded.

The remaining complaint was in reference to a crew driving an ambulance too fast without emergency signals activated. The crew members were counseled and a written record placed in their files, Kearns said. On the other side of that, Kearns said 20. crew commendations have been received since October These complimenta were received from patients or family members aither calling; writingior coming to the EMS

County-Greene Greeneville EMS now has seven Philips 12-lead monitors allow EKGs to be sent directly to hospital from the scene of EMS response. allowing medical staff to be better prepared for the patient once he or she arrives at Once of these defibrillators was provided by Laughlin Memorial Hospital and Chuck Whitfield, president and CEO of Laughlin, was presented with a letter of thanks at Thursday's meeting.

EMS has also acquired several power cots which were paid for, in part, by trading in broken cots. Upgrades to several EMS stations, including the Tusculum, Mosheim and Baileyton stations, have also been completed. These projects included the installation of new lighting, kitchen area upgrades, restroom improvements and new paint.

GREENE COUNTY EMS BOARD MEETING

AGENDA

Thursday, January 21, 2016

WELCOME AND INTRODUCTIONS......Shaun Street, Chairman

APPROVAL OF MINUTES OF LAST MEETING - October 8, 2015

NEW BUSINESS

- 1. Update from new EMS DirectorEMS Director Conrad Kearns
- 2. Remount Bid on Ambulance(s).....EMS Director Conrad Kearns
- 3. Discussion on Specialty Care Transports... EMS Director Conrad Kearns
- 4. Any Other Business

CONFIRM NEXT REGULAR MEETING DATE Thursday, April 14, 2016 at 3:00 pm

ADJOURNMENT.....Shaun Street, Chairman

WORKING TOGETHER TO IMPROVE THE HEALTH AND WELL-BEING OF ALL PERSONS LIVING IN GREENE COUNTY

Greene County Greeneville Emergency Medical Services Board Meeting

Thursday, October 8, 2015 3 pm. Greene County Annex.

Minutes

Attendees Present:

Board Members: Chairman of the EMS Board Shaun Street, Greene County Health Dept Director; EMS Director Chuck Kearns; County Commissioner Eddie Jennings; County Commissioner Robin Quillen; Greeneville Mayor W.T. Daniels; Greene County Mayor David Crum; Laughlin Hospital Administrator Chuck Whitfield;

Other Attendees: Greene County EMS Field Operations Supervisor Calvin Hawkins; EMS Secretary Jessica Bowers; County Commissioner Lyle Parton; County Budget Director Mary Shelton; Greeneville Sun Reporter Brad Hicks; Jay Elliott;

Board Members Absent: Medical Director Dr. Drew McFarland; EMA Director Bill Brown; Takoma Hospital Administrator Dennis Kiley; City Alderman Keith Paxton

Chairman Street called the board meeting to order.

Mayor Crum approved the February 12th board minutes. Second by Administrator Whitfield. The minutes were approved unanimously.

Mayor Crum approved the April 9th board minutes. Second by Commissioner Quillen. The minutes were approved unanimously.

Administrator Whitfield approved the July 9th board minutes. Second by Commissioner Quillen. The minutes were approved unanimously. Mayor Daniels approved the Aug 3rd board minutes. Second by Commissioner Jennings. The minutes were approved unanimously.

New Business was then discussed.

I. Update from the New EMS Director Kearns

Director Kearns stated his overall impression after becoming the new director of Greene County EMS is that there is potential for a very good EMS service. He stated he had examined the stations, vehicles, and some of the employees. The stations and the vehicles are overall in very good shape. He stated that paramedics are very knowledgeable. Director Kearns stated he hoped to see accreditation in a couple of years.

Director Kearns explained that EMS currently has 6 high tech Phillips Heart Monitors and several older Zoll Heart Monitors. The Phillips monitors were given to EMS by a cardiac physicians' group associated with Wellmont Health System. Director Kearns explained that because of technological advances EMS is now able to recognize heart attack within moments and are able to transmit 12 lead EKG rhythms to the hospital thus saving lives. The Zoll monitors are not able to send the transmission to the hospital right away; the crew has to wait until the rhythm strip prints. Whereas with the Phillips monitor, the patient's heart rhythm will appear on the monitor screen. He stated that he would like to add at least another Phillips monitor giving all the ALS trucks an updated monitor. Kearns stated that when he recently visited a medical conference in Las Vegas, he was informed that the Phillips Heart Monitor currently retails for around \$24,000. Kearns stated that he was able to find a refurbished demo model for \$19,000, thus a \$5000 savings. Kearns stated that he has spoken to the local Phillips' salesman to see if he can find any assistance in the cost. Kearns also stated that he had found some additional savings in replacing the non-reliable Blackberry Cell Phones that was used to transmit the EKGs to area hospitals to a better Phillips transmitter. This savings is around \$180 a month.

Kearns stated that in performing an inventory on defibrillator batteries he found 12 that would need replacing. These batteries cost around \$400 each. He would be able to buy reconditioned batteries, but he was able to find a battery reconditioner device at a cost of \$1300. He spoke to a salesman about the cost and was able to get the battery re-conditioner for \$350.

Kearns stated that he had also performed an inventory on the front line cots. EMS currently uses Stryker cots. He found four cots that are either damaged or broken. He stated that he can trade these in for up to \$800 value. He also found a brand new cot from 2009 that was still in the original package. He stated that regular maintenance is now being performed on the cots. He stated that he would like to purchase a used power cot to be used on coroner transports. A used power cot can be purchased for about \$7900 while a new power cot will cost around \$16,000 to \$18,000. While manual power cots are reasonably cheaper around \$6,000, power cots drastically reduce the amount of workplace injuries. Mayor Crum agreed stating that two of the largest workers' compensation claims that the county has endured have been from EMS. Director Kearns stated that EMS currently has 5 power cots and he hopes to find room in the budget to purchase some more power cots. He stated that he may be able to apply for a grant. Kearns also had a crew to demonstrate a power cot for the board.

Kearns stated that EMS has received 6 compliments since he started. He gave certificates to all the employees that received a compliment and posted the certificates in the billing office, stations, and in each employee file.

Kearns stated that EMS recently received a state follow up inspection. He stated that one ambulance failed the inspection due to a rip in the seat. This is because of the risk of potentially spreading a disease. He stated that the seat has

since been repaired. He stated that the crews recently spent an entire weekend cleaning all the ambulances and the stations.

Kearns also noted that there are several vehicles at EMS that are considered high mileage vehicles. He stated that there are some ambulances with over 200,000 miles on each of them. Of the five high mileage ambulances, one is the educational ambulance, one is to be remounted this year, and one is to be remounted next year. He stated since the ambulances are diesels vehicles they should be able to perform up to 500,000 miles with preventive maintenance. He states that 10 box-type ambulances are Chevy ambulances and EMS also has a Ford Van type ambulance. There was an ambulance that was wrecked in September that is being repaired by the insurance. He noted that the new logo should soon be on all the ambulances in addition to reflective chevron pattern that is now required by OSHA on the back of each ambulance. Kearns also noted that the Director's vehicle is seems to be in good overall shape.

Kearns stated that he notice that morale is low among personnel. He stated that he is working to improve this. He was able to purchase roadside safety vests for \$9.00 a piece. He stated that EMS Field Operations Supervisor Hawkins and he have helped cleaning the stations. He purchased \$30.00 electric blowers for cleaning the bays. Hawkins and he had found loose toilets, leaky toilets, and missing smoke detectors. They were able to find new twin mattresses to purchase for the out stations at \$150 each. He noted that they had also found new recliners for around \$250 each.

Kearns stated that EMS is currently advertising employee openings on the Greene County Government website. He stated that he has also been in contact with Walter State's EMT program to let them know that we do have current openings. Kearns stated that EMS's mechanic had retired so he is currently in the process of hiring a new mechanic. Mayor Crum stated that the county is looking to utilize more in-house mechanical services such as routine vehicle maintenance instead of sending out. Kearns also noted that a billing specialist had recently resigned, but he is waiting to see about upgrading technology in the billing office before he hires a replacement.

Kearns stated that he hopes to implement some new changes soon. They have purchased new uniforms that they have started receiving. He plans to have each employee's name embroider on them along with their level of service. He also noted that EMS has the technology to be paperless. He would also like to add internet to all the stations. The billing office currently has DSL, but he is looking into upgrading to Comcast internet. He would like to go completely paperless with the patient care reports. Currently, EMS crews complete a paper ticket and an electronic patient care report; EMS leaves a copy of the paper report with the ER staff. If EMS was to go paperless, he would have to see about setting up either a printer or a fax machine in each of the local Emergency Rooms. The state of Tennessee requires a patient care report must be delivered within 24 hours after the patient arrives. Kearns stated that fiscal year to date there has been 2845 transports, averaging 948 per month. He noted that average collection per transport is \$347.36 while the average cost is around \$292. Kearns stated that he is analyzing data on response times. He wants to see a 2 minute or less response from the time the call is dispatched to crew is in the ambulance.

Kearns then explained the billing office has a 55 percent collection rate. He stated that the most any billing office would be able to collect is between 58-60 percent. He explained that with the Medicare and Medicaid programs there are write offs. Kearns stated that car insurance typically pays 100 percent but many insurance companies want to negotiate the amount they will pay. Some use Medicare guidelines for fee payments.

II. Other Business

Kearns stated that he had attended a conference in DC earlier in October called "Stop the Bleed". He stated that this conference is about getting the public involved when there is a need for medical help. He stated because the public was involved in the Boston bombings there were lives that were saved. This campaign is hoping to spread throughout the United States.

Mayor Crum asked Kearns to address the current status of South Greene First Responder program. Kearns stated the EMS budget has covered three people to be stationed that South Greene that would be first responders to EMS and law enforcement calls. Some of these people were trained in both the EMS and law enforcement. Some were only trained in EMS. Those that were trained in both EMS and law enforcement drove a Sheriff's vehicle in deputy attire. Those that were only trained in EMS drove an EMS vehicle in EMS attire. One of those responders retired and another one has decided to transfer back to being a crew member on an ambulance. This has left only one responder in South Greene. Kearns stated that they had sent out texts asking if anyone would be interested in going to South Greene First Responder and has had no one interested. Kearns suggested taking a town ambulance and placing at the South Greene station; then adding another day truck to the town station. Commissioners Jennings and Parton agreed that they felt the people of south greene would rather have an ambulance than a first responder.

III. Next Steps for EMS Board

The next scheduled meeting will be Thursday, January 14th at 3:00 pm at the Greene County Annex.

Mayor Crum made a motion to adjourn the meeting.

JB.

• •

GREENE COUNTY GOVERNMENT



DAVID CRUM, MAYOR 204 North Cutler Street, Suite 206, Greeneville, TN 37745 Office: 423-798-1766 Fax: 423-798-1771 Email: <u>DavidCrumMayor@greenecountytngov.com</u>

January 11, 2016

Chuck Whitefield Laughlin Hospital 1420 Tusculum Blvd. Greeneville, Tn. 37745

Dear Chuck,

On behalf of the citizens of Greene County please allow me to offer our sincere thank you to the Laughlin Memorial Hospital board of Directors for the generous donation of a Philips MRX 12 lead, cardiac monitor-defibrillator to Greene County-Greeneville Emergency Medical Services.

This will standardize and upgrade our paramedics ability to assess and treat emergency cardiac patients. The paramedics will also be able to transmit the EKG of the most critical 9-1-1 emergency patients to hospitals in advance of the EMS crew's arrival.

This technology will ensure the most rapid advanced medical care information is alerted quickly to the hospital emergency center, thus giving the patient a better chance for a good outcome. This donation is an excellent example of the working relationships in emergency medical services that improves the total quality of care that can be provided patients.

Please extend our sincere thanks to the Hospital's Board of Directors for this most generous support of our EMS system.

Sincerely,

David Crum

Greene County Mayor

Cc: Greene County Commission Greeneville Mayor and Alderman EMS Board C.T. Kearns, EMS Director

Vehicles

-Every Saturday is "Truck" day for thorough cleaning of every vehicle compartment.

-New mechanic replaced 30 Tires, nine vehicles' front-ends, 10 sets of brakes & many rotors, LOF & Fuel Filters on all, three water pumps, four exhaust leaks, repaired one four wheel drive system, two steering gear boxes along with too many minor repairs to list.

-Fleet has 11 Chevy Diesels and one, Ford Type II Van Ambulances.

-One wrecked ambulance was repaired and placed back in service.

-One Ambulance remount was bid out and recently picked up. We cannibalized the chassis for parts to save money.

-All ambulances now have cab door labeling.

-All ambulances now have rear door, reflective chevrons.

-Bench cushions, driver, passenger and rear jump seats have been re-covered for quick replacement.

Stations

-On January 1, 2016, Med Five, a 24-hour unit was moved from the Headquarters Station to the South Greene Volunteer Fire Department for full time coverage. The two Advanced EMTs from Response One were absorbed into the regular EMS department staffing. Another "Daytime Ambulance" was placed in service out of the Headquarters Station during the busier times of the day. This was a budget neutral move, at no additional cost. -Every Sunday is "Station" day for thorough cleaning of each location.

-In general pretty good stations. They are getting paint and furnishings as needed. Each out station got two chairs and two mattresses replacing old/broken ones. Plastic shelving units were purchased to store chemicals.

-<u>Tusculum station</u> got seven exterior motion lights, a garage bay motion light switch, a kitchen table & chairs, & two thermostat covers for the bays. We also repaired toilets, installed CFL bulbs, shorelines in the bays and a \$29.00 leaf blower to keep bays clean. We hope these upgrades will reduce the cost of electric and water.

-<u>Mosheim station</u> got an exterior motion light, two broken windows replaced, three smoke detectors & two shorelines for the bays. We also repaired a loose toilet, sealed a 4" hole in an exterior wall, installed 12, eight -foot fluorescent bulbs in the bays, covered kitchen drawer opening, and got a new power cord for the base radio. We also bought shelves for chemical storage and a \$29.00 leaf blower to keep the bays clean. <u>Our thanks to Mosheim as they jumped in and willingly shared these expenses with us!</u>

-<u>Baileyton station</u> is getting an exterior motion light, and is being completely painted inside. Paint, a new toilet, and mirror/medicine cabinet were purchased by Baileyton and will be installed by us. We also bought shelves for chemical storage and a\$29.00 leaf blower to keep bay clean. <u>Our thanks to Baileyton for these purchases!</u>

-Seven new mattresses have been purchased for the HQ station after negotiating reduced prices. -Floor coverings in Takoma station, Billing and Baileyton remain a concern. The carpet is old and stained.

FY Financial Performance:

-July through December (6 months):

\$1,829,598.49	Collected
<u>\$1,580,414.06</u>	Expenses
<u>\$249,184.43</u>	Difference (P&L)
\$379,496.12	A/R Balance
\$282.72	Average Cost per Call
\$327.29	Average Cash Collected per Transport
\$44.57	Average Margin per Transport

2

I continuously meet with employees, visiting stations and evaluating our systems. The following is a progress report since the last EMS Board Meeting:

<u>Personnel</u>

- -We posted an ad for Paramedics and AEMTs on the Greene County Website and through the Walter State EMS Program. Several AEMTs & Medics have already responded and been hired. We are currently down to only one vacant, full time paramedic position.
- -1 hired an ASE-Certified, Master Mechanic. He has been tremendous in repairing vehicles and stations! -A billing person resigned to move away. I hired a 20+ year, experienced medical biller and she is making a
- a very positive impact on collections. We now negotiate certain trips at a higher reimbursement.

-Another billing person is out on Maternity leave, so collections will continue to dip down for a few months. -Field Personnel are getting new uniform shirts, new uniform pants and reflective jackets (\$50 vs. \$150ea). -Complaints & Compliments:

- -Three complaints were received and investigated. Two were determined to be unfounded. The remaining complaint was regarding a crew driving too fast. The crew members were counselled and a written record placed in their files.
- -Twenty crew commendations were written since the last EMS Board meeting. These compliments were received via patients or family members either calling, writing or coming in to the office.

-Community Service - EMS Personnel participated in:

- -Providing non-dedicated ambulance stand-by services at three county high school football games. -Buying and donating a first aid kit for St. Jude's Childrens' Hospital to auction.
- -Downtown Greeneville Halloween Trick or Treating handing out candy to children from a decorated ambulance.
- -Raising awareness for Breast Cancer charities by buying and wearing pink uniform shirts in October.
- -Buying and putting together gift bags for veterans for the Ottway Ruritan dinner.
- -Downtown Greeneville Christmas Tree Lighting ambulance standby.
- -Buying food and getting donations to cook holiday meals for senior citizens at Plaza Towers. One EMS employee dressed up like Santa Claus for the event.
- -requesting holiday donations for animal shelter.

Cardiac Monitor-Defibrillators

-We now have <u>seven (7)</u> Phillips, 12 lead - Cardiac Monitors thanks to the LMH Board donation. -An eighth reconditioned monitor can be purchased for \$10,700 vs \$24,000 new. We need one or two more. We plan to sell some old equipment to help pay for this.

Front Line Cots

-A complete inventory is finished. There are three – five cots found elsewhere that we may own. We are working with the County Attorney's office on ownership and liability releases for those assets.

- -Two broken cots were stock-piled. We got trade in value up to \$800.00 and bought two power cots.
- -We bought a used, reconditioned power cot for coroner service for ½ price.

-Six new mattresses were bought for cots to replace old, worn out mattresses for better patient safety and comfort.

1

	<u>Calls*</u>	<u>Annual</u> Increase	Increase Percent	Transports**	<u>Transports</u> per calls	<u>Transport</u> Increase	Transport Increase %
2013	12,364			9,707	78.51%		
2014	13,615	1,251	10.12%	11,383	83.61%	1,676	17.27%
2015	14,019	404	2.97%	13,084	93.33%	1,701	14.94%



GC-GEMS EMS Volume

* Data from 9-1-1 CAD

٠

.

** Data from EMS Billing System

				Financial Repor	t			
	July	August	Sept	Oct	Nov	Dec		Sub Totals
Expenses*** **Cash	\$ 233,283.81	\$ 267,193.15	\$ 332,258.95	\$ 255,725.77	\$244,519.95	\$ 247,432.43	\$	1,580,414.06
Collected	\$ 364,239.18	\$ 305,000.28	\$ 318,985.78	\$ 333,085.78	\$202,945.11	\$ 305,342.36	\$	1,829,598.49
Monthly =	\$ 130,955.37	\$ 37,807.13	\$ (13,273.17)	\$ 77,360.01	\$ (41,574.84)	\$ 57,909.93	_	
	·····					FY - YTD Total	\$	249,184.43



*** Data from County Finance Office ** Data from EMS Billing System Prepared by: C. T. Kearns on January 18, 2016

Planning Commission Monthly Report

December 2015

Building, Zoning & Planning Permit Comparatives Deposit Comparatives

GREENE COUNTY BUILDING & ZONING OFFICE

DEPOSIT COMPARATIVES FOR July 2015 - June 2016

Account # 41520

Depe	osit Totals 14-15		Deposit Totals 15-16		Difference	%
\$	6,720.00	\$	9,803.13	\$	3,083.13	45.88%
\$	5,595.00	\$	12,003.00	\$	6,408.00	114.53%
\$	5,975.00	\$	18,724.00	\$	12,749.00	213.37%
\$	4,405.00	\$	14,699.00	\$	10,294.00	233.69%
\$	4,652.00	\$	9,168.00	\$	4,516.00	97.08%
\$	11,226.00	\$	5,478.00	\$	(5,748.00)	-51.20%
\$	8,582.00					
\$	8,185.00					
\$	13,973.00					
\$	8,768.00					
\$	13,999.00					
\$	12,755.00					
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	 \$ 5,595.00 \$ 5,975.00 \$ 4,405.00 \$ 4,652.00 \$ 11,226.00 \$ 8,582.00 \$ 8,185.00 \$ 13,973.00 \$ 8,768.00 \$ 13,999.00 	 \$ 6,720.00 \$ \$ 5,595.00 \$ \$ 5,975.00 \$ \$ 4,405.00 \$ \$ 4,652.00 \$ \$ 11,226.00 \$ \$ 8,582.00 \$ 8,185.00 \$ 13,973.00 \$ 8,768.00 \$ 13,999.00 	\$ 6,720.00 \$ 9,803.13 \$ 5,595.00 \$ 12,003.00 \$ 5,975.00 \$ 18,724.00 \$ 4,405.00 \$ 14,699.00 \$ 4,652.00 \$ 9,168.00 \$ 11,226.00 \$ 5,478.00 \$ 8,582.00 \$ \$ \$ 8,185.00 \$ \$ \$ 8,768.00 \$ \$ \$ 13,999.00 \$ \$	\$ 6,720.00 \$ 9,803.13 \$ \$ 5,595.00 \$ 12,003.00 \$ \$ 5,975.00 \$ 18,724.00 \$ \$ 4,405.00 \$ 14,699.00 \$ \$ 4,652.00 \$ 9,168.00 \$ \$ 11,226.00 \$ 5,478.00 \$ \$ 8,582.00 \$ \$ \$ \$ 8,185.00 \$ \$ \$ \$ 8,768.00 \$ \$ \$ \$ 13,999.00 \$ \$ \$	\$ 6,720.00 \$ 9,803.13 \$ 3,083.13 \$ 5,595.00 \$ 12,003.00 \$ 6,408.00 \$ 5,975.00 \$ 18,724.00 \$ 12,749.00 \$ 4,405.00 \$ 14,699.00 \$ 10,294.00 \$ 4,652.00 \$ 9,168.00 \$ 4,516.00 \$ 11,226.00 \$ 5,478.00 \$ (5,748.00) \$ 8,582.00 \$ 13,973.00 \$ 8,768.00 \$ 13,999.00

YTD Comparatives

Totals	Year 14	4-15	Year 15-16		Differ	ence	Percentage
	\$	104,835.00	\$	69,875.13	\$	(34,959.87)	2

GREENE COUNTY BUILDING & ZONING OFFICE

PERMIT COMPARATIVES FOR July 2015 - June 2016

Account # 41520

Month	Permit Totals 14-15	Permit Totals 15-16	Difference	%
July	38	46	8	21.05%
August	34	57	23	67.65%
September	38	64	26	68.42%
October	33	48	15	45.45%
November	30	34	4	13.33%
December	38	29	-9	-23.68%
January	25			
February	25			
March	48			
April	39			
May	49			
June	54			
YTD Comparativ	/es	- · · · · · · · · · · · · · · · · · · ·		
Totals	YTD 14-15	YTD 15-16	Difference	Percentage
	451	278	-173	-38.36%

GREENE COUNTY BUILDING & ZONING OFFICE PERMIT BREAKDOWN DECEMBER 2015

Code	Description	Permits
210	Single Family Residence*	2
213	Residential Add-0n	3
212	Off Frame Modular	0
231	Double Wide Manufactured	2
220	Single Wide Manufactured	2
240	Attached Residential Garage	0
243	Detached Residential Garage	3
243	Detached Accessory Building	4
241	Porch	0
242	Deck	0
241	Carport	1
260	Rezoning	1
265	Variance	1
200	Other**	9
244	Apartment	0
245	Commercial***	1
300	Gas	0
301	Mechanical	0
302	Plumbing	0
	TOTAL	29

*also includes any garages, porches & decks

**includes roofs, remodels, foundation repair and addition to accessory bldg.

.

***plan review

GREENE COUNTY PLANNING DEPARTMENT

DEPOSIT COMPARATIVES FOR July 2015 - June 2016 Account # 43320

Month	Depos	it Totals 14-15	Deposit Totals 15-16
July			\$ 650.00
August			\$ 1,580.00
September			\$ 660.00
October			\$ 830.00
November			\$ 630.00
December			\$ 580.00
January	\$	340.00	
February	\$	430.00	
March	\$	680.00	
April	\$	560.00	
May	\$	390.00	
June	\$	640.00	

YTD Comparatives

Totals	Year 14-15		Year 15-16	
	\$	3,040.00	\$	4,930.00

GREENE COUNTY PLANNING DEPARTMENT

PLAT APPROVAL COMPARATIVES FOR July 2015 - June 2016

Account # 43320

Month	Plat Approvals	Plat Approvals		
	14-15	15-16		
July		8		
August		15		
September		9		
October		10		
November		9		
December		8		
January	5	0		
February	7			
March	5			
April	6			
May	4			
June	9			
YTD Comparatives				
Totals	YTD 14-15	YTD 15-16		
	36	59		

Agenda Greene County Regional Planning Commission Greene County Courthouse Annex, Conference Room 204 North Cutler Street, Greene, TN 37744 January 12, 2016 at 1:00 p.m.

1. Call to order.

- 2. Welcome of visitors.
- 3. Approval of the December 8, 2015 minutes.
- Consider a request to rezone property located at and adjacent to 1301 Old Newport Highway (a portion of Map 154 Parcels 019.01, 019.07, and 18.03), from A-1 General Agriculture District, to M-1 Industrial District.
- Review and consider granting preliminary and final approval to the Replat of Lots 4 and 5R of the Kyle Luttrell Property, for one lot of 1.71 acres, located adjacent to Wisecarver Road in the 7th civil district.
- Review and consider granting preliminary and final approval to the Division of a Portion of Lot 5R of the Wilma A. Gass Subdivision, for one lot of 1.17 acres, located adjacent to Doak Hensley Road in the 16th civil district.
- 7. Review and consider granting preliminary and final approval to the Anthony Barrett Property Plat, for two lots on 11.57 acres, located adjacent to Walkertown Road in the 20th civil district.
- Review and consider granting preliminary and final approval to the Survey of a Portion of The East Tennessee Forest Products, Inc. Property, for one lot of 0.835 acres, located adjacent to Gravel Woods Road in the 19th civil district.
- 9. Review and consider granting preliminary and final approval to the Plat Combining Lots 13 and 14 of the Meadow Creek Subdivision, for one lot of 1.33 acres, located adjacent to West Allens Bridge Road.
- 10. Review and consider granting revised final approval to the Hensley/Hensley/Hensley Property plat, for three lots on 12.79 acres, located adjacent to Earnest Road in the 1st civil district.
- 11. Recognize administrative approval for the following administrative minor subdivisions.
 - Larry Lawson Property, for one lot of 1.0 acres, located adjacent to Tom Lawson Road in the 4th civil district.
 - Gary Keys Property, for one lot of 2.48 acres, located adjacent to Bible Chapel Road
 - Redivision of Lot 29 of the Paul and Ella Reed Maupin Subdivision, for 2 lots on 0.86 acres, located adjacent to Stone Dam Road.
 - Division of a Portion of the David and Paula Bird Property, for two lots on 4.01 acres, located adjacent to Milburton Road in the 15th civil district.
 - Property Survey for Martin Parham, for one lot of 0.15 acres, located adjacent to Shackleford Road in the 25th civil district.
 - Property of Allison Riddle, for one lot of 0.89 acres, located adjacent to Dog Walk Road, in the 12th civil district.
 - Subdivision of the Violet Ricker Property, for one lot of 2.92 acres, located adjacent to Greene Mountain Road in the 22nd civil district.
- 12. Review monthly report of all activities recorded for the Building and Zoning Office.
- 13. Review and approve the Building/Planning/Zoning project list
- 14. Other Business.
- 15. Adjournment.

Minutes of the Greene County Regional Planning Commission

A meeting of the Greene County Regional Planning Commission was held on Tuesday, December 8, 2015 at 1:00 p.m. at the Greene County Courthouse Annex Conference Room, 204 North Cutler Street, Greeneville, Tennessee.

Members Present/Members Absent

Sam Riley, Chairman Ted Hensley, Vice-Chairman Gary Rector, Secretary Lyle Parton, Alternate Secretary Alford Taylor Edwin C. Remine Gwen Lilley Stevi King Phillip Ottinger

Staff Representatives

🚣 🖬 1

David Crum, County Mayor Amy Tweed, Planning Coordinator Tim Tweed, Building Commissioner Lyn Ashburn, Assistant-Planner Paul Laughlin, Building Inspector Roger Woolsey, County Attorney David Weems, Road Superintendent

Also Present: News media and interested citizens

The Chairman called the meeting to order and asked if members had received the draft minutes of the November 10, 2015 meeting. A motion was made by Lyle Parton, seconded by Gary Rector, to approve the minutes as written. The motion was approved unanimously.

Hensley. Hensley. Hensley Property Plat. The Planning Commission reviewed a request to grant preliminary and final approval to the Hensley, Hensley, Hensley Property plat, for three lots on 12.79 acres, located adjacent to Earnest Road in the 1st civil district. Vice-Chair Ted Hensley explained that, as the plat concerned his property he was excusing himself from discussion and voting. Staff stated that, excepting the need for a signature by TDEC and removal of a barn located across the lot line for Lots 1 and 2, the plat met all applicable requirements. It was recommended that preliminary and final approval be granted to the plat, subject to those conditions. A motion was made by Alford Taylor, seconded by Lyle

Parton, to grant approval as recommended, for the reasons stated. The motion carried unanimously, with Vice-Chair Hensley abstaining.

e 📖 🚵 🔺 👘

Redivision of the Don Haney Property. P.O Tracts 2. 3. and 4. The Planning Commission reviewed a request to grant preliminary and final approval to the Redivision of the Don Haney Property plat, Part of tracts 2, 3, and 4, for two lots on 3.26 acres, located adjacent to Erwin Highway in the 1st civil district. Staff recommended granting preliminary and final approval to the plat, subject to approval by TDEC, as the plat met all other applicable requirements. A motion was made by Gary Rector, seconded by Alford Taylor, to grant approval as recommended for the reasons stated. The motion carried unanimously.

Division of the Barrett and Lori Bragdon Property. The Planning Commission reviewed a request to grant preliminary and final approval to the Division of the Barrett and Lori Bragdon Property plat, for two lots on 1.68 acres, located adjacent to West Allens Bridge Road in the 9th civil district. Staff stated that as all signatures had been obtained and the proposal met all applicable requirements that preliminary and final approval be granted to the plat. A motion was made by Ted Hensley, seconded by Gwen Lilley, to grant approval as recommended, for the reasons stated. The motion carried unanimously.

McGill Property Subdivision. The Planning Commission reviewed a request to grant preliminary and final approval to the McGill Property plat, for one lot on 4.31 acres, located adjacent to Chuckey Pike in the 1st civil district. Staff stated all signatures, except for TDEC's, had been obtained, and the plat met all other applicable requirements, and recommended granting preliminary and final approval. A motion was made by Alford Taylor, seconded by Phillip Ottinger, to grant approval as recommended, for the reasons stated. The motion carried unanimously.

Io Ann Walker Property Subdivision. The Planning Commission reviewed a request to grant preliminary and final approval to the Ann Walker Property plat, for one lot on 1.38 acres, located adjacent to Sand Bar Road in the 1st civil district. Staff recommended granting preliminary and final approval to the plat as it met all applicable requirements. A motion was made by Edwin Remine, seconded by Lyle Parton, to grant approval as recommended, for the reasons stated. The motion carried unanimously.



Administrative Minor Subdivision Plats. Staff stated they had approved the following plats administratively.

- James and Hazel Weems Subdivision, for one lot of 2.863 acres, located adjacent to Highway 172 in the 21st civil district.
- Replat of Lots 9 and 10 of the Philip L. Hawkins Estate, for one lot of 0.76 acres, located adjacent to Midway Road.

A motion was made by Gwen Lilley, seconded by Alford Taylor, to accept the list.

Monthly Activity Report for the Building and Zoning Office. The Planning Commission received copies of the monthly activity report for Greene County Building/Zoning/Planning. A motion was made by Gary Rector, seconded by Phillip Ottinger, to accept the monthly report. The motion carried unanimously.

Other Business.

Vice-Chair Hensley suggested that staff prepare proposed changes to the Zoning Resolution to decrease road frontage requirements to twenty feet, and to allow two homes on 20 feet of frontage. The issue of hangers for aircraft was also discussed, with staff determining that this was a building code issue, and not under the jurisdiction of the Planning Commission. Staff was requested to bring "conflict of interest" papers to the January 2016 meeting.

Adjournment. There being no further business a motion was made by Alford Taylor, seconded by Edwin Remine, to adjourn the meeting. The motion passed unanimously. The meeting adjourned at 1:30 p.m.

Approved as written:

Secretary:

Chairman/Vice Chairman:

OLD BUSINESS

• Architech Dave Wright gave a report and slide presentation to the County Commissioners that showed numerous areas both inside and outside the Greene County Courthouse that have been damaged by water. Dave Wright said that years of temporary patching had been done, but those patches could no longer stop the damage.

Dave Wright's pictures showed areas inside the Courthouse where paneling and wall coverings are coming loose due to water damage. He said that on nearly every side of the Courthouse, water is seeping behind the exterior brick and causing damage to the underlying structure. He estimated that it would cost \$200,000 and take about five months to complete all needed repairs, but he told the Commissioners that once the exterior damage was removed, more damaged may be found.

County Mayor Crum said he wanted the Commission to understand how severe the damage is so they can begin the process of deciding how to repair it. Dave Wright said it would be a slow process, but that some areas are on the verge of becoming dangerous if they aren't fixed.

• Greene County Charter Commission Chairman Jeffrey Cobble spoke to the Commissioners concerning the provisions of the Charter Commission, which will be voted on later this year.

Jeffrey Cobble said provisions in the Charter include the following:

- Strengthening the conflict of interest rule and increasing the penalties for its violation.
- Placing limitations on the successive terms in office and allowing for elected officials to be recalled.
- Allowing for citizen ballot initiatives
- Bringing all departments under one Financial Management Department, establishing a financial management committee, implementing a system of zero-based budgeting, and placing debt limits.
- Requiring a two-thirds vote from the Commission to increase taxes.
- Require 5 percent of the annual budget to be put into savings, and it allows the county six years from when the charter is ratified to conserve that amount.

Mayor Crum announced that Janet Malone was unable to attend the Commission Meeting to give an update on the Airport Authority due to her husband's illness.

A MOTION TO APPROVE NOTARIES

Mayor Crum asked for County Clerk Lori Bryant to read the list of names requesting to be notaries to the Commission. A motion was made by Commissioner Clemmer and seconded by Commissioner Quillen to approve the list. Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; and 2 absent. The Commissioners voted in favor of the motion to approve the notaries. Commissoner Patterson was absent and Commission Ted Hensley recently passed away. 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 FEBRUARY 16, 2016 MEETING OF THE GOVERNING BODY:

			BUSINESS ADDRESS	BUSINESS PHONE	SURETY
NAME	525 MEADOW VIEW ROAD		131 S. MAIN STREET, SUITE 102	423-638-2121	
1. CHRISTI BOLTON	MOSHEIM TN 37818	423-422-9484	GREENEVILLE TN 37743	410-000-1121	
	1405 DOVER RD		3095 E ANDREW JOHNSON HWY	423-636-1555	
2. STEPHEN PRESTON BOWEN	MORRISTOWN TN 37813	276-768-6930	GREENEVILLE TN 37745		
	170 SUMMERHILL LN.		740 W. CHURCH ST.	423-787-9322	THOMAS CARRINO MICHAEL C
3. ALYSSA BLAIR CARRINO	GREENEVILLE TN 37745	423-620-8405	GREENEVILLE TN 37745	440-101 0000	COLLINS
	145 BARNES STREET		2021 MEADOWVIEW LANE	423-578-7676	\$10,000
4. JESSICA BROOKE DENTON	FALL BRANCH TN 37656	423-384-3162	KINGSPORT TN 37660		• • • •
	2042 SCENIC POINTE PLACE		3365 E. ANDREW JOHNSON HWY.	423-639-4441	
5. RONALD PAUL ELLIS	CHURCH HILL TN 37642	810-874-6302	GREENEVILLE TN 37745	420 000 4411	
	280 EVANS LANE		128 SERRAL DR	-	
6. LINDA J EVANS	CHUCKEY TN 37641	423-329-4381	GREENEVILLE TN 37745	•	DEBBIE STEWART DEANNA
	1790 GILBREATH RD	400 550 0548	124 AUSTIN ST. STE#2	423-787-1458	
7. VALERIE JO FLEEGLE	MOSHEIM TN 37818	423-552-0548	GREENEVILLE TN 37745		COAKLEY
	2749 BLUE SPRINGS PARKWAY	444 476 6464	518 TUSCULUM BOULEVARD	423-639-0683	
8. TONI L. FOREMAN	GREENEVILLE TN 37743	423-470-0203	GREENEVILLE TN 37745		GREENEVILLE INSURANCE
	270 BARKLEY RD	423-234-0679	100 NEVADA AVE	423-638-8151	AGENCY
9. LINDA B. HAWK	AFTON TN 37616	423-234-00/3	GREENEVILLE TN 37745		AGENCE
	5760 WARRENSBURG ROAD	423-638-3731	422 EAST BERNARD AVENUE	423-639-9151	
10. LINDA GAIL KIRK	GREENEVILLE TN 37743	423"030"31 J I	GREENEVILLE TN 37745		
	105 PATRIOT CROSSING	423-470-0310	101 AMERICAN ROAD	423-636-2078	
11. BARBARA JANE LOVE	GREENEVILLE TN 37745		AFTON TN 37616	4	
	145 PINE STRAW RIDGE	423 620 8727	511 TUSCULUM BLVD	423 787 7828	
12. JULIE RUCK MCKEE	GREENEVILLE TN 37745	TAV VEY VIAL	GREENEVILLE TN 37745	·	
	970 OLD ASHEVILLE HIGHWAY		2055 EAST ANDREW JOHNSON HWY	423-638-3600	
13. ASHLEY RENEE REED	GREENEVILLE TN 37743	423-972-9223	S	429-030-9090	
			GREENEVILLE TN 37745		
14. MONT COLUMBUS ROLLINS	980 SUNNYSIDE RD	423-639-2419	980 SUNNYSIDE RD	423-639-2419	
JR	GREENEVILLE TN 37743		GREENEVILLE TN 37743 199 POTTERTOWN RD		
	5235 HORTON HWY	423-972-1540		423-422-4454	
15. AUDREY SUSAN ROLLINS	GREENEVILLE TN 37745		MIDWAY TN 37809 124 AUSTIN ST STE 2		DEBBIE STEWART VALERIE
AN MALERIA DOOL CALL C	1138 SHILOH RD	423-639-6833	GREENEVILLE IN 37745	423-787-1458	FLEEGLE
16. VALERIA ROSE SAULS	GREENEVILLE TN 37745		790 WEST ANDREW JOHNSON HWY		VEC
	371 SUNRISE DR	423-329-1468	GREENEVILLE TN 37745	423-638-5847	YES
17. LISA R SMITH	GREENEVILLE TN 37743		124 AUSTIN ST		VALERIE FLEEGLE JENNIFER
18. DEBBIE DENISE STEWART	101 HOPEVILLE AVE	423-620-5532	GREENEVILLE TN 37745	423-787-1458	RADER
16. UEBBIE DENISE STEWART	GREENEVILLE TN 37745		130 SERRAL DRIVE		
40 LIGA LYNETTE VANOVED	205 DOAK DRIVE	423-329-8948	GREENEVILLE TN 37745	423-787-2550	
19. LISA LYNETTE VANOVER	GREENEVILLE TN 37745		OREENEVILLE IN JUITO		

Jori Conart SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

2 - 4 - 1.4 DATE

. . . 🏊

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE FEBRUARY 16, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
20. ETHEL I WADDELL	409 EAST BERNARD AVENUE GREENEVILLE TN 37745	423 639 3276	409 EAST BERNARD AVENUE GREENEVILLE TN 37745	423 639 3276	
21. LISA JACQUELINE WARD	4160 WARRENSBURG ROAD GREENEVILLE TN 37743	423-823-4961	206 SOUTH IRISH STREET GREENEVILLE TN 37743	423-639-0255	
22. ANGELA MICHELLE WILLS	545 CEDAR CREEK ROAD GREENEVILLE TN 37743	423-787-0921	114 WEST CHURCH STREET GREENEVILLE TN 37745	423-639-5171	MCINTURFF, MILLIGAN & BROOKS

Nou Brugart SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

2-4-16 NATE A. A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL SCHOOL REFUNDING BONDS OF GREENE COUNTY, TENNESSEE IN A NOT TO EXCEED AGGREGATE PRINCIPAL AMOUNT OF FOURTEEN MILLION DOLLARS (14,000,000), IN ONE OR MORE SERIES, MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF PREMIUM, IF ANY, AND INTEREST ON THE BONDS

A motion was made by Commissioner White and seconded by Commissioner Clemmer to approve a resolution authorizing the issuance of Rural School Refunding Bonds of Greene County, Tennessee in a not to exceed aggregate principal amount of fourteen million dollars (\$14,000,000) in one or more series, making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom, providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

Mayor Crum asked Budget Director Mary Shelton to introduce Rick Dulaney, a consultant on bonds and debt issues with Raymond and James.

Rick Dulancy spoke to the Commissioners regarding the refinancing of rural school bonds originally issued in 2001 to complete school construction projects. The bonds were refinanced in 2005.
Ricky Dulaney explained the Preliminary Refunding Summary handout that was given to each of the Commissioners to review. He stated that the refinancing of \$14,000,000 in bonds from 2001 at a better interest rate, could save the county around \$2 million over 10 years.

Rick Dulaney explained the letter which was sent from the State of Tennessee Comptroller of the Treasury Office of State and Local Finance, which acknowledges receipt of a request on February 5, 2015, from Greene County (the "County") to review plans of refunding (the "Plans") for the issuance of a maximum of \$14,000.000 Rural School Refunding Bonds, Series 2016 (the "Refunding Bonds").

In January, the Budget Committee heard from Rick Dulaney with Raymond James & Associates and Ashley McAnulty with Stephens Inc. concerning refinancing the bonds in serving as advisor.

The Budget Committee voted to recommend Raymond James as the refinancing advisor at the Budget & Finance meeting in February.

Commissioner Peters expressed concerns on how the proposals had been presented to the Budget & Finance Committee and how much information they had received on another company's proposal. Commissioner Peters explained that the anticipated underwriter's discount from each firm and according to information presented to him, the not-to-exceed underwriter's discount proposed by Stephen, Inc. was \$72,077 if the bonds are sold insured, and uninsured the amount would be \$68,875. The not-to-exceed underwriter's discount presented by Raymond James would be \$133,012 if the bonds are sold insured, and \$88,200 uninsured. Peters said the overall cost would be less if the county were to enter into an agreement with Stephens, Inc.

Commissioner Peters asked Budget Director Mary Shelton, "why weren't these numbers given to the Budget Committee he day we met? Budget Directory Mary Shelton said both Stephens Inc. and Raymond James advised her the only controllable cost in the process was the advisory fee. Commissioner Peters said that the fees charged by the different firms hadn't been properly presented to the Budget & Finance Committee, and that it could add up to even more savings.

Commissioner Peters made a motion to amend the motion to return the resolution back to the Budget & Finance Committee for further study. Commissioner Quillen seconded the motion. Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Miller, and Waddle voted yes. Commissioners Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker. Waddell, and White voted no. The vote was 3 aye; 16 – nay; and 2 – absent. The motion to approve the resolution failed, which sends it back to Budget & Finance for further study. Commissioner Patterson was absent and Commisson Hensley recently passed away.

Mayor Crum called for a 10 minute break.

A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL SCHOOL REFUNDING BONDS OF GREENE COUNTY, TENNESSEE IN A NOT TO EXCEED AGGREGATE PRINCIPAL AMOUNT OF FOURTEEN MILLION DOLLARS (\$14,000,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, Greene County, Tennessee (the "County") has previously issued and there is currently outstanding its Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 (the 'Series 2005A Bonds") and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Outstanding Bonds") issued pursuant to Sections 9-21-101 et seq. and 49-3-1001 et seq., Tennessee Code Annotated; and

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., 9-21-901 et seq., and 49-3-1001 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that all or a portion of the Outstanding Bonds can be refunded which will result in a cost savings to the public; and

WHEREAS, the plan of said refunding has been submitted to the Director of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, and said report on the plan of refunding has been issued and is attached hereto as <u>Exhibit A</u>; and ,

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$14,000,000 in aggregate principal amount of said rural school refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax within that portion of the County lying outside the territorial limits of the Town of Greeneville, Tennessee for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Greene County, Tennessee, as follows:

<u>Section 1.</u> <u>Authority</u>. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, <u>et seq.</u>, 9-21-901 <u>et seq.</u>, and 49-3-1001 <u>et seq.</u>, Tennessee Code Annotated, as amended, and other applicable provisions of law.

<u>Section 2.</u> <u>Definitions</u>. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "BEP Funds" means the portion of the funds received by the County from the State of Tennessee under the Basic Education Program pursuant to Section 49-3-301 et seq., Tennessee Code Annotated, which are permitted by law to be used for the payment of principal of and interest on bonds;

1

(b) "Bonds" means the not to exceed \$14,000,000 Rural School Refunding Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "County" means Greene County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

(j) "Financial Advisor" for the Bonds authorized herein means Raymond James & Associates Inc.;

(k) "Governing Body" means the Board of County Commissioners of the County;

(1) "Outstanding Bonds" shall have the meaning set forth in the preamble;

(m) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(n) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as <u>Exhibit C</u>, subject to such changes therein as shall be permitted by Section 11 hereof;

(0) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body;

(p) "Sales Tax Revenues" means the sum of (i) up to 250,000 plus (ii) the incremental amount received by the County from the sales tax levied pursuant to Section 67-6-712(a)(1) and (a)(2) of

one-quarter percent (0.25%) approved by referendum on March 14, 2000, and as approved by resolution of the Board of Education on August 23, 2001;

(q) "Series 2005A Bonds" shall have the meaning set forth in the preamble;

(r) "Series 2005B Bonds" shall have the meaning set forth in the preamble; and

(s) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the County's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds; (ii) the refunding of the Outstanding Bonds will result in net present value debt service savings; (iii) the Bonds will not be subject to optional redemption if recommended by the Financial Advisor to the County Mayor and the Director of Accounts and Budgets; and (iv) the term of the refunding bonds is within the original term of the Outstanding Bonds.

(b) The refunding report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit <u>A</u>. The estimated proposed amortization of the Bonds is attached hereto as Exhibit <u>B</u> and the estimated costs of issuance of the Bonds are set forth in Exhibit A to the Financial Advisor's Agreement attached hereto as Exhibit <u>D</u>. The foregoing estimates are subject to change pursuant to Section 8 hereof.

(c) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds.

For the purpose of providing funds to (i) refund the Refunded Bonds; and (ii) pay costs (a) incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$14,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "Rural School Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on June 1 and December 1 in each year, commencing June 1, 2016. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year in the years 2017 through 2026, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, or any series thereof shall mature without option of redemption prior to maturity. If adjustments are made as permitted pursuant to Section 8 hereof and if less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor

Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby appoints the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

The Bonds shall be payable, both principal and interest, in lawful money of the United (f) States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

The Bonds are transferable only by presentation to the Registration Agent by the (h)registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk or his designee.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO

BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(1) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

<u>Section 5.</u> <u>Source of Payment</u>. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Town of Greeneville, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The portion of the Bonds allocable to the refunding of the Series 2005B Bonds are additionally payable from, but not secured by, the Sales Tax Revenues and the BEP Funds.

<u>Section 6.</u> Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED Number REGISTERED

\$

UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF GREENE RURAL SCHOOL REFUNDING BOND, SERIES ____

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Greene County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2016], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of as registration agent and paying agent (the "Registration").

Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of final premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the

Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[The Bonds, or any series thereof shall mature without option of redemption prior to maturity.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

> Final Maturity

Redemption Date Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order. and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$______ and issued by the County for the purpose of providing funds to (i) refund the County's outstanding Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026, and (ii) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq. and 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 16th day of February, 2016 (the "Resolution").

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Town of Greeneville, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bond, the full faith and credit of the County are irrevocably pledged. This Bond, to the extent allocable to the refunding of the Series 2005B Bonds, is additionally payable from, but not secured by the Sales Tax Revenues and the BEP Funds, as such terms are defined in the Resolution. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in 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 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee. IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor with his manual or facsimile signature and attested by its County Clerk with her manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

GREENE COUNTY

BY:	
	County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the designated corporate trust office of:

Date of Registration:

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____

Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto , whose address is _________(Please insert Federal Identification or Social Security Number of Assignee _______), the within Bond of Greene County, Tennessee, and does hereby irrevocably constitute and appoint _______, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:

<u>NOTICE</u>: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

<u>NOTICE</u>: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

<u>Section 7.</u> Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County lying outside the territorial limits of the Town of Greeneville, Tennessee, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of the Sales Tax Revenues, the BEP Funds and any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the County's Financial Advisor.

(b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Financial Advisor.

(c) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

(1) adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;

(2) adjust the designation of the Bonds, or any series thereof, to a designation other than "Rural School Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) adjust the first interest payment date on the Bonds or any series thereof to a date other than June 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to, establishing the date and year of the first principal payment date), or any series thereof, provided that the total principal amount of all series of the Bonds shall not exceed the total amount of Bonds authorized hereunder necessary to refund the Refunded Bonds and that the final maturity date of each series of Bonds shall not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series;

(5) provide that the Bonds are subject to optional redemption, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refinance less than all the Outstanding Bonds to maximize the objectives of refinancing the Outstanding Bonds;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

(e) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "Rural School Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(g) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds in substantially the form attached hereto as <u>Exhibit D</u> and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as <u>Exhibit E</u>.

(h) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

<u>Section 9.</u> <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein, or if the Bonds are issued within the period for distributing notice of redemption for the Refunded Bonds, then proceeds of the Bonds necessary to redeem the Refunded Bonds may be deposited with the paying agent for the Refunded Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, Escrow Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Official Statement. The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, working with Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

1

<u>Section 11.</u> <u>Refunding Escrow Agreement</u>. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as <u>Exhibit C</u> is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

<u>Section 12.</u> Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds or notice of redemption of the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notices shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

<u>Section 13.</u> <u>Discharge and Satisfaction of Bonds</u>. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the

payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for. the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds if issued as tax-exempt, the Finance Director is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

<u>Section 14.</u> <u>Continuing Disclosure</u>. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the

Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

<u>Section 15.</u> <u>Resolution a Contract</u>. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

<u>Section 16.</u> <u>Separability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

<u>Section 17.</u> <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

DULY adopted and approved this the 16th day of February, 2016

Budget and Finance Sponsor

County Clerk

stailed

County Mayor Attorney

<u>EXHIBIT A</u>

:

REPORT ON PLAN OF REFUNDING

<u>EXHIBIT B</u>

; :

ESTIMATED DEBT SERVICE

Date	Principal	Coupon	Interest	Total P+1
06/01/2016	· ·	·········	112,500,53	112,900,83
06/01/2017	1,145,000.00	5.000%	666,300.00	1.811.300.00
06/01/2016	1,190,000.00	5.000%	609.050.00	1,799,050.00
06/01/2015	1,255,000.00	5.000%	549,550,00	1,804,550,00
06/01/2020	1,315,000.00	5.000%	486,800.00	1.801.800.00
06/01/2021	1,360,000.00	5.000%	421,050.00	1.781.050.00
06/01/2022	1,420,000.00	5.000%	353,050.00	1,773,050,00
06/01/2023	1,480,000.00	5.000%	282,050.00	1,762,050.00
06/01/2024	1,540,000.00	5.000%	206,050.00	1,748,050.00
06/01/2025	1.610,000.00	5.000%	131,050.00	1,741,050.00
06/01/2026	1,685,000.00	3.000%	\$0,550.00	1,735,550.00
Total	\$14,000,000.00	•	\$3,870,400.83	\$17,870,400.83

.

EXHIBIT C

:

٠

FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the _____ day of _____, 2015 by and between Greene County, Tennessee (the "County"), and _____, ____, (the "Agent").

WITNESSETH:

WHEREAS, the County has previously issued its Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 (the 'Series 2005A Bonds") and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its Rural School Refunding Bonds, Series [2016] (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited[, along with other available monies of the County,] in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION 1

All right, title and interest of the County in and to \$_____ (consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds and \$_____ other available monies of the County).

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing

of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. <u>Definitions</u>. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means _____, ____, its successors and assigns.

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

"County" means the Greene County, Tennessee.

1

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof.

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

"Outstanding Bonds" has the meanings in the recitals hereto.

"Refunding Bonds" has the meanings in the recitals hereto.

"Written Request" shall mean a request in writing signed by the County Mayor of the County or by any other officier or official of the County duly authorized by the County to act in his place.

SECTION 1.02. <u>Construction</u>. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. <u>Creation of Escrow: Deposit of Funds</u>. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of <u>s</u> as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

<u>SECTION 2.02.</u> Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as <u>follows</u>:

(i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$_____shall be held as cash in a non-interest-bearing account.

٠

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

Disposition of Escrow Funds. The Agent shall without further authorization SECTION 2.03. or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

<u>SECTION 2.04.</u> <u>Excess Funds.</u> Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. <u>Reports</u>. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of May 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of May 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. <u>Investment of Moneys Remaining in Escrow Fund</u>. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition

precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

2

SECTION 2.07. <u>Irrevocable Escrow Created</u>. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. <u>Redemption of the Outstanding Bonds</u>. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding Bonds, the Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. <u>Appointment of Agent</u>. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. <u>Acceptance by Agent</u>. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long

as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. <u>Permitted Acts</u>. The Agent and its affiliates may become the owner of or may deal in the Series [2013A] Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. <u>Exculpation of Funds of Agent</u>. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. <u>Qualifications of Agent</u>. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$______. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. <u>Resignation of Agent</u>. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed

and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Greene County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

:

SECTION 3.09. <u>Removal of Agent</u>. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. <u>Amendments to this Agreement</u>. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully

guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. <u>Severability</u>. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. <u>Notices</u>. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Greene County, Tennessee 204 North Cutler Street, Suite 206 Greeneville, Tennessee 37743 Attn: County Mayor Director of Accounts and Budgets

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. <u>Agreement Binding</u>. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. <u>Termination</u>. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. <u>Execution by Counterparts</u>. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

GREENE COUNTY, TENNESSEE

By:_____ County Mayor ۰.

5

(SEAL)

County Clerk

as Escrow Agent

By:			
Title:		 	

EXHIBIT A

Greene County, Tennessee

Debt Service of Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 to the Redemption Date

Paying Agent: Regions Bank

2

Ľ.

Debt Service of Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 to the Redemption Date

Paying Agent: Regions Bank

EXHIBIT B

Government Securities

<u>Amount</u>

Interest Rate

Maturity Date

Issue Date

1

.

Total Cost of Securities: \$_____ Initial Cash Deposit: \$_____

EXHIBIT C-1

NOTICE OF REDEMPTION GREENE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Greene County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [June 1, 2016] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing [June 1, 2018]

Maturity Date

2

:

Principal Amount

Interest Rate

<u>Cusip No.</u>

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on June 1, 2016, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2016.

<u>Important Notice</u>: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank Registration and Paying Agent
EXHIBIT C-2

NOTICE OF REDEMPTION GREENE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Greene County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [June 1, 2016] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing [June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive and on June 1, 2026]

Maturity Date

Principal Amount

Interest Rate

<u>Cusip No.</u>

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on June 1, 2016, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2016.

<u>Important Notice</u>: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank Registration and Paying Agent

C-13

<u>EXHIBIT D</u>

· ·

FORM OF FINANCIAL ADVISOR AGREEMENT

FINANCIAL ADVISORY AGREEMENT

BY AND BETWEEN

GREENE COUNTY, TENNESSEE AND RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between Greene County, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Financial Advisor" or the "Municipal Advisor").

WHEREAS, the Issuer wishes to engage the Financial Advisor to monitor and evaluate its outstanding bonds, notes, other debt instruments and capital financing programs with respect to performance, suitability and cost effectiveness and the Financial Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes to provide, financial advisory services necessary or desirable to advise the Issuer with respect to these matters, and

NOW THEREFORE, it is agreed by all parties signing this Financial Advisory Agreement (the "Agreement") that:

I. SCOPE OF SERVICES

- 1. The Financial Advisor will consult solely with and advise the Issuer with respect to its sale and issuance of bonds, notes or other debt instruments (singularly or collectively referred to herein as, "Debt Obligations") as from time-to-time requested by the Issuer. This advice and assistance will generally include, but not necessarily be limited to, the following:
 - At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to Debt Obligations;
 - b. Evaluate opportunities to refund any outstanding debt of the Issuer;
 - c. Evaluate the Issuer's credit profile and debt capacity;
 - d. As requested, prepare pro-forma analysis for new project funding;
 - e. If required for new project funding or refunding transactions, draft a "Request for Approval of Balloon Indebtedness" for finalization and submission by the Issuer to the Tennessee Comptroller of the Treasury - Director of State and Local Finance (the "Director");
 - f. For any Debt Obligations proposed to be issued as "refunding bonds", in whole or in part, prepare the initial draft of all required documents and schedules in order

for the Issuer to seek a "Refunding Report" from the Director necessary to sell and issue the Debt Obligations:

- g. For refunding issues, structure the refunding escrow, which together with other Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all of the refunded debt.
- For refunding issues, advise the Issuer on the choices of instruments including the use of U.S. Treasury Obligations – State and Local Government Series ("SLGS") or open market securities as the investment vehicle of choice for the escrow.
 - Coordinate the acquisition and delivery of either SLGS or open market securities with the registration and/or escrow agent and bidding agent, if any;
 - ii. If SLGS are unavailable for any reason or if open market securities are more efficient and desirable by the Issuer to fund an escrow, it is expressly understood that the bidding process and acquisition of any such open market securities is not part of this Agreement;
 - iii. If required, the Financial Advisor will assist in the selection and engagement by the Issuer of a nationally recognized bidding agent to conduct the acquisition of open market securities consistent with applicable rules and regulations; and/or
 - iv. For advance refunding transactions, all escrows must be independently verified as to their sufficiency to extinguish refunded debt by an independent, nationally recognized verification agent employed for such purposes. It is understood that the Issuer will use Grant Thornton LLP, Minneapolis, Minnesota for such services;
- i. The Financial Advisor will work closely with bond counsel employed by the Issuer and coordinate all necessary activities related to each transaction executed under this agreement. It is understood that the Issuer will engage Bass Berry & Sims PLC, Nashville, Tennessee to serve in this role;
- j. If requested and required, the Financial Advisor will assist in selecting and engaging a major commercial bank doing business in Tennessee to serve as the registration and/or escrow and/or paying agent;
- k. If required or advisable, assemble necessary information concerning the Debt Obligations and other information relating to the Issuer for submission to Moody's Investor's Service, Inc. ("Moody's") or Standard and Poor's Corporation ("S&P") seeking a credit review and rating, as needed, for Debt Obligations of the Issuer. The Financial Advisor also will arrange and

participate in any correspondence, presentations and conference calls with Moody's or S&P personnel assigned to any rating request;

- 1. Working with Issuer officials and bond counsel, the Financial Advisor will facilitate the development, publication and distribution (upon receipt of written confirmation) of the Issuer's Preliminary and Final Official Statements;
- m. Coordinate the activities of all financial professionals as directed by authorized officials of the Issuer;
- As needed or as advisable, prepare and execute a marketing program through the distribution of various notices, calendars of events and other related documents, including, but not limited to, Preliminary Official Statements, Offering Circulars or similar documents;
- o. Along with officials of the Issuer, organize and conduct the sale of the Debt Obligations.
 - i. For competitive public sales as contemplated by prevailing State statutes, the web-based facilities of a nationally recognized provider of such service services will be employed to distribute formal notices, Preliminary Official Statements and related materials; or
 - ii. For informal bidding or competitive negotiation, prepare and administer the most appropriate means or methods which will assure as much competition as possible.
- Assist authorized officials of the Issuer in the evaluation and award (rejection) of bids or proposals received for any organized solicitation of Debt Obligations;
- q. Prepare final amortization and related schedules documenting the transaction in the form of a "Final Financing Report" and as required by the Issuer;
- r. On behalf of the Issuer, coordinate and pay from funds provided by the Issuer or from proceeds of the Debt Obligations, all expenses related to the sale and issuance of the Debt Obligations.
- 2. The Financial Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of any financing, generally including, but not necessarily limited to, the following:
 - a. Amounts;
 - b. Principal, interest, and final maturity dates;
 - Average life tests;

- d. Arbitrage targeted yields:
- e. Maturity amortization schedules;
- f Interest rates:
- g. Redemption provisions,
- h. Debt service;
- i. Capitalized interest, if any;
- j. Flow of funds;
- 1: Security pledges:
- I. Credit enhancement facilities: and
- m. Terms and conditions relating to the sale.
- 3. The Financial Advisor will work with the Issuer and bond counsel in the development of the financial and security provisions incorporated in any instruments authorizing and securing any Debt Obligations undertaken by the Issuer.

II. UNDERTAKINGS BY THE ISSUER

- 1. The Issuer will make available to the Financial Advisor financial data and information concerning the Issuer's fiscal operations and other related operating data. Issuer officials and staff will be responsible for collecting, assembling, organizing and certifying the use of such documentation essential to support its financing activities and disclosure responsibilities, including, but not limited to, all Preliminary Official Statements, Offering Circulars and/or Final Official Statements.
- 2. The Issuer will work with bond counsel and/or local counsel who will provide approving legal opinions to accompany the issuance of any Debt Obligations.

III PAYMENT TO THE FINANCIAL ADVISOR

1. For each transaction undertaken pursuant to this master agreement, the Issuer will compensate the Financial Advisor a fee as indicated in a Supplemental Agreement and Acknowledgement provided for each separate financing (which by reference is incorporated herein). Each composite transaction fee will be payable upon the successful sale and issuance of any Debt Obligations, but some expenses, such as rating agency fees, if any, may require payment even if such Debt Obligations are not sold and issued.

4

- 2. The Financial Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location of business, but all expenses associated with out-of-state travel shall be reimbursed at actual costs or in conformance with the Issuer's official travel policy. The Financial Advisor shall be reimbursed for documented costs of reproduction, overnight delivery and any other miscellaneous costs incurred in serving the Issuer as specified in the Supplemental Agreement and Acknowledgement provided for each transaction.
- 3. Upon receiving invoices from the Financial Advisor and other service providers, the Issuer agrees to promptly pay the Financial Advisor an aggregate amount to satisfy all documented fees, costs and expenses described in Article IV, below, and as mutually agreed on and evidenced by the estimates provided on Exhibit A of each Supplemental Agreement and Acknowledgement.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing any Debt Obligations and completing the financing, including, but not limited to, the following:

- a. Payment of all Financial Advisory fees and eligible documented expenses;
- Facilitation, printing, publication, web posting and any other means of distribution or dissemination of any Preliminary Official Statements and Final Official Statements, Offering Circulars, related legal notices and other offering documents;
- c. If applicable, the normal fees of Moody's or S&P for any credit rating reviews and assignments if properly invoiced;
- d. If applicable, the fees and expenses of any registration, escrow and/or paying agent;
- e. If applicable, the fees and expenses of any independent verification agent;
- f. If applicable, the fees and expenses of any independent bidding agent;
- g. If applicable, the fees of bond counsel and of local counsel;
- h. If any, underwriting fees determined through the competitive solicitation process;
- Any itemized miscellaneous costs incurred for any transaction which are not part of the Financial Advisor's normal course of business, but are appropriately eligible and documented;
- j. Any out-of-state travel expenses; and

k. Bond insurance premiums or other credit enhancement fees and related expenses, if any.

V. GENERAL PROVISIONS

- The Issuer understands and acknowledges that the Financial Advisor or its affiliates may 1. have trading and other business relationships with members of the Issuer's underwriting or financing team or other participants in the proposed transaction including Bass Berry & Sims PLC. Grant Thornton LLP, bidding agents, certain banking institutions which may serve as registration, escrow and paying agents, etc. Additionally, the Financial Advisor or its affiliates may have trading and other business relationships with potential purchasers of any Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Financial Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Financial Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed in the Supplemental Agreement and Acknowledgement for each transaction. The Financial Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Financial Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Financial Advisor's responsibilities to the Issuer.
- Both parties acknowledge and agree that the Financial Advisor is acting solely as a 2. financial advisor to the Issuer with respect to any Debt Obligations; the Financial Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer for any Debt Obligations. The Financial Advisor has not been engaged to compare alternatives to any Debt Obligations. The Financial Advisor is not a fiduciary of any other party to the transaction. The Financial Advisor will not (1) provide any assurances that any investment made in connection with any Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if Debt Obligations or an investment fails to close or for default of same. The Financial Advisor's limited engagement terminates upon the completion of all activities as specified in this Agreement and for each transaction undertaken through each separate Supplemental Agreement and Acknowledgement and the Financial Advisor shall have no further duties or obligations thereafter.
- 3. The Financial Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Financial Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in the any Offering Circular, any Preliminary Official Statement or any Final Official Statement, if any, issued in connection with any Debt Obligations.

- 4. This Agreement may be terminated by either party hereto by not less than a 45 business day prior written notice to the other. In the event of such termination, whether by either party hereto, the Financial Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and documented unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 4 shall survive any such termination.
- 5. This Agreement and any current or future Supplemental Agreement and Acknowledgement for other transactions embody all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Financial Advisor, and supersede any and all discussions and understandings, written or oral, between Issuer and Financial Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
- 7. If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.
- 8. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.
- 9. This Agreement shall terminate on formal notice as specified herein by either party as specified herein.

[Balance of Page Left Blank Intentionally]

7

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this _____ day of February 2016.

GREENE COUNTY, TENNESSEE

•

By:_____ By:_____

Title: County Mayor Title:

RAYMOND JAMES & ASSOCIATES. INC.

 \mathcal{L}^{2} By: Name:

Title:

Richard T. Dulaney Managing Director Public Finance // Debt Investment Banking

SUPPLEMENTAL AGREEMENT AND ACKNOWLEGEMENT

BY AND BETWEEN

GREENE, TENNESSEE AND RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, Greene County, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Financial Advisor" or "Municipal Advisor") have entered into a continuing Financial Advisory Agreement, dated February ____, 2016 (the "Agreement") (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its bonds, notes and other debt obligations ("Debt Obligations") when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Commissioners of the Issuer will consider a resolution at its rescheduled, regular meeting on February 16, 2016 authorizing the sale and issuance of approximately Rural School Refunding Bonds (the "Bonds"), in one or more series, the proceeds which together with any other funds provided by the Issuer will be used to finance, in whole or in part, the refinancing, in whole or in part, of certain previously issued bonds including the Issuer's outstanding \$5,200,000 Rural School Refunding Bonds, Series 2005A, dated June 30, 2005 and its \$14,980,000 Rural School Refunding Bonds, Series 2005B, dated June 30, 2005; and

WHEREAS, consistent with the Financial Advisory Agreement, the Issuer and the Financial Advisor have agreed to disclose the proposed fees of the Financial Advisor and all transaction participants for each transaction undertaken pursuant to the Agreement through a "Supplemental Agreement and Acknowledgement" with associated exhibits, if any; and

WHEREAS, the Financial Advisor agreed to provide disclosures including professional relationships among transaction participants, possible conflicts of interest and an estimate of all transaction expenses and participants which are to be memorialized and presented as a supplement to the Agreement; and

WHEREAS, Bass Berry & Sims PLC will serve as Bond Counsel to the Issuer for the Bonds, it is understood and acknowledged that the Financial Advisor has been represented by Bass Berry & Sims in prior situations unrelated to the Issuer and may have such a relationships in the future.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement and this Supplemental Agreement and Acknowledgement, it is hereby mutually acknowledged by and between the Issuer and the Financial Advisor that:

<u>Section 1</u>. Consistent with the Issuer's formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosure supplements those included in the Agreement and is made and hereby acknowledged and is fully disclosed.

<u>Section 2</u>. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Bonds is attached hereto as Exhibit A.

<u>Section 3.</u> A State Form CT-0253 (the "Form") depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Bonds, presented to the City Council of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

D-11

This ____ of February 2016

RAYMOND JAMES & ASSOCIATES, INC.

•

٠.

 c^{*} 5 بيج كاكم من اللجينة

Richard T. Dulaney C Managing Director Public Finance // Debt Investment Banking

ACKNOWLEDGED GREENE COUNTY, TENNESSEE

Name: Title:

D-12

Exhibit A GREENE COUNTY, TENNESSEE

RURAL SCHOOL REFUNDING BONDS, SERIES 2016

Consistent with the terms of the County's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is mide with respect to the sale and issuance of the Bonds.

The services, service providers and estimated costs related to the sale and issuance of the Bonds are as follows:

•

Service	Provider	<u>Total*</u>	
Municipal Advisor (the "Financial Advisor"):	Raymond James & Associates, Inc.	\$22,500	{ \$;
Bond Counsel:	Bass Berry & Sims PLC, Nashville	25,000	
Rating Agency (per 2016 Rate Schedule):	Standard & Poor's	16,000	12:
POS/OS Preparation; Publication; Dissemination. Legal Advertising, etc.;	I-deal prospectus: Printer or RJ	2,000	
Registration, Paying Agent and Escrow:	TBD By Proposals	1,000	
Other (Estimated):	Miscellaneous (Itemized)	<u>250</u>	
Total:		\$66.750	

- (1) <u>Financial Advisory Fee</u> Our 'not to exceed" fee includes <u>all</u> in-state travel and expenses, on-going support, but <u>no</u> annual or monthly retainers. As your advisor, we will work with the County and your bond counsel to facilitate the development of the County's Preliminary and Final Official Statements and such service is included in the proposed fee.
- (2) Estimated based on 2016 Standard & Poor's rate schedule Bond issues sized between 35,000,000 to \$24,999,000. Standard & Poor's is recommended since credit ratings carried below the "AA" group generally are sold with bond insurance from AG or AGM. S&P rates these insurance companies as "AA" currently. Moody's ratings are lower. In order to assure broad bidding appeal, we recommend using S&P to assure the maximum level of bidder participation in case a prospective bidder decides to purchase bond insurance as pert of their bid.

*Every expense itemized and supported by invoices to assure complete transparency.

EXHIBIT E

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

February 16, 2016

Greene County, Tennessee 204 North Cutler Street Greeneville, Tennessee 37743 Attention: David Crum, County Mayor

Re: Issuance of Not to Exceed \$14,000,000 in Aggregate Principal Amount of Rural School Refunding Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Greene County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding bonds of the Issuer identified in the resolution authorizing the Bonds adopted on February 16, 2016 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- 1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the includability of interest on the Bonds from gross income for federal income tax purposes.
- 2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- 3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- 4. Review legal issues relating to the structure of the Bond issue.

- 5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
- 6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
- 7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties <u>do not</u> include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).

- g. Opining on any continuing disclosure undertaking or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We currently represent Raymond James & Associates, Inc. in unrelated matters. We do not believe such representation, or future unrelated representations, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$25,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility; or (d) the Bonds are issued as tax-exempt bonds. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

GREENE COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By:_____ David Crum, County Mayor

By: ______ Karen Neal, Member

STATE OF TENNESSEE) COUNTY OF GREENE)

I, Lori Bryant, certify that I am the duly qualified and acting County Clerk of Greene County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a rescheduled regular meeting of the governing body of the County held on February 16, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$14,000,000 Rural School Refunding Bonds.

WITNESS my official signature and seal of said County this _____ day of _____, 2016.

County Clerk

(SEAL)

The Board of County Commissioners of Greene County, Tennessee, met in a rescheduled regular session at the County Courthouse, Greeneville, Tennessee, at 6:00 o'clock, p.m., on February 16, 2016, with the Honorable David Crum, County Mayor, presiding, and the following members present:

There were absent:

There was also present Lori Bryant, County Clerk, and Mary Shelton, Director of Accounts and Budgets.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by ______, seconded by ______, and after due deliberation, was adopted by the following vote:

AYE:

NAY:

16012465.1

PRELIMINARY REFUNDING SUMMARY

GREENE COUNTY, TENNESSEE

RURAL SCHOOL REFUNDING BONDS, SERIES 2016

BONDS REFUNDED	BONDS REFUNDED ESTIMATED KEY METRICS*		
\$5,200,000 Rural School Refunding Bonds, Series 2005A	Estimated Par – Series 2016:	\$11,750,000	\$11,720,000
Average Coupon of Callable Bonds: 5.00%	Optional Interest due 6/2016 to Reduce Borrowing Size:	\$156,734	\$157,450
Callable - 06/01 2016 - \$1,100,000 (2017 and 2018):	Projected Reoffering Premium (Based on <u>Bids</u>)*:	\$2,037,290	\$2,116,847
	Existing Debt Service:	\$17,521,306	\$17,521,306
\$14,980,000 Rural School Refunding Bonds, Series 2005B	Projected New Debt Service:	\$15,028,118	\$14,989,864
Average Coupon of Callable Bonds : 4.69%	Anticipated Gross Savings (Over 10 Fiscal Years)**:	\$2,493,188	\$2,531,443
Callable - 06/01 2016 - \$12,370,000 (2017 through 2026):	Projected Net Present Value (NPV) Savings (\$)**:	\$2,153,020	\$2,198,601
	Forecasted NPV Savings (%)**:	15.984%	16.322%
No Extension of Maturities	Projected True Interest Cost (TIC):	1.684%	1.641%
No Restructuring	Estimated All Inclusive Cost (AIC):	1.775%	1.731%
Assumed Goal: "High-to-Low" Refinancing for Savings	Costs of Issuance (See Attached Schedule):	\$66,750	\$66,750
Assumed Rating: Upper tier of the "A" Group or "AA" (S&P)	Anticipated Underwriter's Discount (Based on <u>Bids</u>)*:	\$88,125	\$140,640
OTHER	INTEREST RATE SENSITIVITY	PROJEC	TED NPV
* Estimated - Determined on Date of Competitive Sale;	-25 Basis Points (1/4%):	\$2,337,374	\$2,375,101
Projected Market Rates as of 02/11/2016; Assume	Estimated Current Rates:	\$2,135,000	\$2,198,601
03/31/2016 Close **After All Transaction Expenses (See Following Schedule)	+25 Basis Points (1/4%):	\$1,925,458	\$1,961,807

RAYMOND JAMES®



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

February 9, 2016

The Honorable Mayor and Board of Commissioners of Greene County 204 North Cutler Street, Suite 206 Greeneville, TN 37745

Dear Mayor Crum and Commissioners:

Please publish and post this letter and report including the submitted plan of refunding (the "Plan") on the County's website prior to the meeting of the Commission adopting the refunding bond resolution. The same letter and report for the Plan are to be provided to each Commissioner for review at the Public Meeting adopting the refunding bond resolution.

This letter acknowledges receipt of a request on February 5, 2015, from Greene County (the "County") to review plans of refunding (the "Plans") for the issuance of a maximum of \$14,000,000 Rural School Refunding Bonds, Series 2016 (the "Refunding Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plans includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County's objective is to achieve net present value debt service savings by issuing the Refunding Bonds.

PLAN OF REFUNDING

The County plans to issue \$11,745,000 Refunding Bonds through competitive sale priced at a premium of \$2,092,889 with a transfer of prior issue debt service funds of \$157,450 to current refund \$1,100,000 Rural School Refunding Bonds, Series 2005A, and \$12,370,000 Rural School Refunding Bonds, Series 2005B (collectively, the "Refunded Bonds"). Total refunded principal is \$13,470,000.

BALLOON INDEBTEDNESS

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five days (45) of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

FINANCIAL PROFESSIONALS

The County has reported Raymond James & Associates, Inc. as its financial advisor. Financial advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its financial advisor.

MSRB Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: <u>www.msrb.org</u>.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time, we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Either the Chief Executive Officer or the Chief Financial Officer of the local government must submit such statement. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Office that the plan of refunding which has been submitted is no longer valid.

Greene County Refunding Letter February 9, 2016 Page 3

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Report on Debt Obligation

We are enclosing State Form CT-0253, Report on Debt Obligation. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State letterhead address on this or by email to Local by mail to the Finance and stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at http://www.comptroller.tn.gov/sl/pubdebt.asp.

If you should have any questions regarding this letter or the following report, please feel free to call us.

Sincerely,

Sandra Thompson /KC

Sandra Thompson Director of the Office of State & Local Finance

- Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
 Ms. Mary Shelton, Budgets and Accounts Director, Greene County
 Mr. Richard Dulaney, Managing Director, Raymond James & Associates, Inc.
 Ms. Karen Neal, Esq., Bass Berry & Sims, PLC
- Encl: Report of the Director of the Office of State & Local Finance Report on Debt Obligation

REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE CONCERNING THE PROPOSED ISSUANCE OF RURAL SCHOOL REFUNDING BONDS, SERIES 2016 GREENE COUNTY, TENNESSEE

Greene County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding the issuance of a maximum of \$14,000,000 Rural School Refunding Bonds, Series 2016 (the "Refunding Bonds"), to current refund \$1,100,000 Rural School Refunding Bonds, Series 2005A, and \$12,370,000 Rural School Refunding Bonds, Series 2005B (collectively, the "Refunded Bonds"). Total refunded principal is \$13,470,000.

The Plan was prepared with the assistance of the County's financial, Raymond James & Associates, Inc. This Office has not performed an evaluation of the preparation, support, and underlying assumptions of the Plan. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different from that of the Plan. The County provided a copy of its debt management policy.

BALLOON INDEBTEDNESS

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County's objective is to achieve net present value debt service savings by issuing the Refunding Bonds.

REFUNDING ANALYSIS

- The results of the refunding are based on the issuance of \$11,745,000 Refunding Bonds by competitive sale priced at a premium of \$2,092,889.
- The County is transferring \$157,450 from prior issue debt service funds to fund the transaction.
- The estimated net present value savings of the refunding is \$2,168,918, or 16.10% of the refunded principal amount of \$13,470,000.
- The refunding generates savings by reducing the average coupon of the Refunded Bonds from 4.70% to an average coupon of 4.59% for the Refunding Bonds and by applying most of the premium to the outstanding principal amount of the debt.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the GO Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$207,690 or \$17.68 per \$1,000 of par amount. See Table 1 for individual costs of issuance.

Table 1

Greene County, Tennessee Rural School Refunding Bonds, Series 2016 Costs of Issuance of the Refunding Bonds

	Amount	\$1,000 Bond	
Underwriter (TBD)*	\$ 140,940	\$ 12.00	
Financial Advisor	22,500	1.92	
Bond Counsel	25,000	2.13	
Rating Agency Fee	16,000	1.36	
Miscellaneous	3,250	0.28	
Total Cost of Issuance	\$ 207,690	\$ 17.68	

Includes estimate for insurance, subject to competitive bid.

The County has reported Raymond James & Associates, Inc. as its financial advisor. Financial advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The County prepared the Plan with the assistance of its financial advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If not all of the Refunded Bonds are refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

Sandra Thompsonyke

Sandra Thompson Director of the Office of State and Local Finance Date: February 9, 2016

Fund 156 Education Debt Service Proposed Budget Worksheet Fiscal Year 2015-2016

	Actual Budgetary 2012-2013	Actual Budgetary 2013-2014	Estimated Budget 2014-2015	Estimated Budget 2015-2016	Decrease (I	Decrease)
Beginning Balance Committed Fund Balance Total	997,689 997,689	1,005,641 1,005,641	1,006,210 1,006,210	928,589 928,589	_	
Revenues/Sources	• • • • • • •					
Local Taxes	2,483,221	2,535,292	2,505,599	. 2,541,656	1.44%	(29,693)
Other Local Revenues	11,286	7,596	5,804	6,000	3.38%	(1,792)
Other Governments and Citize		122,739	250,000	250,000	0.00%	127,261
Other Sources (Non-Revenue)		30,637		30,637	0.00%	(30,637)
Total	2,729,358	2,696,264	2,761,403	2,828,293	2.42%	65,139
–					0.00%	
Expenditures/Uses					0.00%	
Education Debt Service	2,721,406	2,695,695	2,839,024	2,847,934	0.31%	143,329
Other Uses		-			0.00%	-
Total	2,721,406	2,695,695	2,839,024	2,847,934		143,329
Net Change in Fund Balance	7,952	569	(77,621)	(19,641)		110,020
Ending Committed Fund Balar	1,005,641	1,006,210	928,589	908,948	- 	

B. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO EFFECTUATE THE APPLICATION FOR THE GRANT FUNDING ON BEHALF OF GREENE COUNTY FOR HOUSING REHABILITATION GRANT THROUGH THE TENNESSEE HOUSING DEVELOPMENT AGENCY

A motion was made by Commission Clemmer and seconded by Commissioner Peters to a approve a resolution authorizing the Mayor to sign documents to effectuate the application for the grant funding on behalf of Greene County for Housing Rehabilitation Grant through the Tennessee Housing Development Agency.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay and 2 – absent. The motion to approve the resolution passed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO EFFECTUATE THE APPLICATION FOR GRANT FUNDING ON BEHALF OF GREENE COUNTY FOR HOUSING REHABILITATION GRANT THROUGH THE TENNESSEE HOUSING DEVELOPMENT AGENCY

WHEREAS, Greene County recognizes the need for housing rehabilitation for low income residents within Greene County; and

WHEREAS, the County desires to provide these services to their residents, including residents of the municipalities within Greene County; and

WHEREAS, the Greene County Commission recognizes that the U.S. Department of Housing and Urban Development provides assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), in order to provide housing rehabilitation for low income persons.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body, meeting in regular session on the 16th day of February, 2016, a quorum being present and a majority voting in the affirmative, that the County Mayor is hereby authorized to file an Application for 2015-2016 HOME funds with THDA in the amount of \$500,000.00, there being no county funds required to match the funding for this program.

Roger A. Woolsey County Attorney 204 N. Cutler St. Suite 120

Greeneville, TN 37745 Phone: 423/798-1779

Fax: 423/798-1781

BE IT FURTHER RESOLVED, that the County Mayor is authorized to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of the application and further is authorized to contract with or employ the First Tennessee Development District to assist in the grant application and administration of the grant program on behalf of the County.

This resolution shall take effect upon its passage and approval, the public welfare requiring it.

Zak Neas Sponsor

mande 2/18/16 County

Laud Loy Cun County Mayor Real County Attomey

Roger A. Woolsey

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

C. A RESOLUTION REQUESTING THAT THE GENERAL ASSEMBLY ENACT HOUSE BILL 2142 (SENATE BILL 2115) AN ACT THAT MAKES APPROPRIATIONS FOR COUNTY TRANSPORTATION PROJECTS

A motion was made by Commissioner Collins and seconded by Commissioner Carpenter to approve a resolution requesting that the General Assembly enact House Bill 2142 (Senate Bill 2115) an act that makes appropriations for County Projects.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissoners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; and 2- absent. The motion to approve the resolution passed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

RESOLUTION REQUESTING THAT THE GENERAL ASSEMBLY ENACT HOUSE BILL 2142 (Senate Bill 2115) AN ACT THAT MAKES APPROPRIATIONS FOR COUNTY TRANSPORTATION PROJECTS

WHEREAS, on January 21, 2016, Representative Barry Doss introduced "House Bill 2142" an Act to Amend Tennessee Code Annotated, Title 4; Title 9; Title 54 and Title 67, relative to county transportation projects for the fiscal years beginning July 1, 2015, and July 1, 2016; and

WHEREAS, this Bill provides that from excess state tax revenues collected in fiscal year 2014-2015 and deposited in the general fund, there is to be appropriated the sum of \$100,000,000 (nonrecurring) to the various counties for the purpose of county transportation projects including, but not limited to, improvements, repairs, construction, and maintenance of roads and bridges; and

WHEREAS, the funds appropriated in this act (House Bill 2142) shall be allocated to the various counties on the basis set out in Tennessee Code Annotated, § 54-4-103; and

WHEREAS, it appears that it would greatly benefit Greene County for the Greene County Legislative Body to request that our State Senator and State Representatives support "House Bill 2142" (Senate Bill 2115).

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

NOW THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 16th day of February, 2016, a quorum being present, and a majority voting in the affirmative, to request that our State Senator and State Representatives representing Greene County in the General Assembly sponsor legislation to enact "House Bill 2142", which makes appropriations for county transportation projects for the fiscal years beginning July 1, 2015, and July 1, 2016.

BE IT FURTHER RESOLVED, that the County Mayor and County Clerk forward a copy of this Resolution to our State Senator and State Representatives asking for their assistance and support seeking the enactment of "House Bill 2142" (Senate Bill 2115) which makes appropriations for county transportation projects.

Budget and Finance Sponsor

David Lon Cullen ounty Mayor

<u>a 18-</u>16 Drugant County Clerk

Colo

County Attorney

Roger A. Woolsey

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

D. A RESOLUTION TO AMEND THE 2016 FISCAL YEAR HIGHWAY FUND'S TO BUDGET AMOUNTS TOTALING \$163,935 RECEIVED FROM VARIOUS PROJECTS INCLUDING SALES OF MATERIALS AND SUPPLIES, SALE OF RECYCLED MATERIALS, PAVING AND MAINTENANCE, SALE OF EQUIPMENT AT AUCTION AND CONTRACTED SERVICES.

A motion was made by Commissioner Waddle and seconded by Commissioner Waddell to approve a resolution to amend the 2016 fiscal year Highway Fund's to budget amounts totaling \$163,935 received from various projects including sales of materials and supplies, sale of recycled materials, paving and maintenance, sale of equipment at auction and contracted services.

Mayor Cram called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; and 2 – absent. The motion to approve the resolution passed. Commissioner Patters was absent. Commissioner Hensley recently passed away.

A RESOLUTION TO AMEND THE 2016 FISCAL YEAR HIGHWAY FUND'S TO BUDGET AMOUNTS TOTALING \$163,935 RECEIVED FROM VARIOUS PROJECTS INCLUDING SALES OF MATERIALS AND SUPPLIES, SALE OF RECYCLED MATERIALS, PAVING AND MAINTENANCE, SALE OF EQUIPMENT AT AUCTION AND CONTRACTED SERVICES

- WHEREAS, the Greene County Highway Fund has received proceeds totaling \$5,972 from the sale of recycled materials; \$23,093 from sale of equipment; \$11,927 from the sale of materials and supplies; and
- WHEREAS, the Greene County Highway Fund has received reimbursement totaling \$109,281 from paving from other municipalities and entities; and \$13,662 from contracts to perform services for other entities; 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

44130	Sale of Materials and Supplies	\$ 11,927
44145	Sale of Recycled Materials	5,972
44530	Sale of Equipment	23,093
48120	Paving & Maintenance Revenue	109,281
48140	Contracted Services	13,662
Total Inc	rease in Revenue:	\$ 163,935

INCREASE APPROPRIATIONS

68000 Capital Outlay	
714 Highway Equipment	\$ 40,000
65000	
508 Premiums on Corporate Surety Bonds	450
63500 Asphalt Plant Operations	
405 Liquid Asphalt	25,000
409 Crushed Stone	25,000
63100 Operation and Maintenance of Equipment	
418 Equipment Machinery and Parts	3,605
62000 Highway and Bridge Maintenance	
402 Asphalt Cold Mix	16,480
426 General Construction Materials	21,000
440 Pipe-Metal	7,400
444 Salt	 25,000
Total Increase in Appropriations	\$ 163,935

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16th day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

18-16

County Clerk

Budget and Finance Committee

Sponsor

County Attorney

E. A RESOLUTION TO AMEND THE 2016 FISCAL YEAR GENERAL FUND'S BALANCE TO BUDGET \$26,248 MONEY RECEIVED FROM THE SALE OF SEIZED AND CONFISCATED VEHICLES AND PROPERTY TO THE SHERIFF'S DEPARTMENT

A motion was made by Commissioner Clemmer and seconded by Commissioner Parton to approve a resolution to amend the 2016 fiscal year General Fund's balance to budget \$26,248 money received from the sale of seized and confiscated vehicles and property to the Sheriff's Department.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jenniags, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle and White voted yes. The vote was 19 – aye; 0 – nay; and 2 – absent. The motion to approve the resolution passed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

A RESOLUTION TO AMEND THE 2016 FISCAL YEAR **GENERAL FUND'S BALANCE TO BUDGET \$26,248 MONEY** RECEIVED FROM THE SALE OF SEIZED AND CONFISCATED VEHICLES AND PROPERTY TO THE SHERIFF'S DEPARTMENT

- WHEREAS, the Greene County Sheriff's Dept. has received money from the auction sale of various seized and/or confiscated vehicles and property in the current fiscal year and
- WHEREAS, the Sheriff Dept. wishes to expend those funds during the fiscal year and

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

INCREASE BUDGETED REVENUES

42910	Proceeds from Confiscated Property	\$	24,948
44530	Sales of Equipment		1,300
Total incr	ease in budgeted revenue	\$	26,248
INCREAS	E APPROPRIATIONS		
54120 \$	Special Patrols		
716	Law Enforcement Equipment	_\$	26,248
Total Incr	ease in Appropriations	\$	26,248

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16th day of February, 2016, a guorum being present and a majority voting in the affirmative, that the budget be amended as above.

Nand Ley (run

County Mayor

ar 2.18:15

Budget and Finance Committee

Sponsor

County Attorney

County Clerk

A RESOLUTION TO AMEND THE 2016 FISCAL YEAR GENERAL FUND'S BALANCE TO BUDGET A \$2,500 CONTRIBUTION TO THE SHERIFF'S DEPARTMENT

- WHEREAS, the Greene County Sheriff's Dept. has received a donation from Laughlin Hospital Volunteer Services in the amount of \$2500 to be spent on the Greene County Sheriff's Department K-9 program in the current fiscal year and
- WHEREAS, the Sheriff Dept. wishes to expend those funds during the fiscal year and
- THEREFORE, let the General Fund budget be amended as follows:

INCREASE BUDGETED REVENUES

48610	Donations	\$ 2,500
Total adju	stment to budgeted revenue:	\$ 2,500

INCREASE APPROPRIATIONS

54110	Sheriff's Department	
716	Eaw Enforcement Equipment	\$ 2,500
Total Inc	crease in Appropriations	\$ 2,500

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16th day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Bryant 2-18-16

County Clerk

Budget and Finance Committee

Sponsor

County Attorney

A RESOLUTION TO BUDGET FOR \$2,704 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO BUDGET FOR THE HEALTH INSURANCE COST OF ANIMAL CONTROL NEW EMPLOYEE FOR THE FISCAL YEAR ENDING JUNE 30, 2016

- WHEREAS, the Greene County Animal Control Department had an employee who terminated employment who did not participate in the health insurance, and
- WHEREAS, the employee who was hired to replace that individual is going to participate in the Greene County health insurance, and
- WHEREAS, the Greene County Animal Control Department budget for FYE 6/30/16 did not provide funds for the costs of health insurance for this position and the Greene County Animal Control Department budget does not have funds in other line items available to cover these health insurance costs, and
- WHEREAS, the Greene County Animal Control Department requests funding from the Unassigned Fund Balance to budget for these unanticipated costs totaling \$2,704, and
- THEREFORE, let the General Fund budget be amended to the following:

INCREASE BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$ 2,704
	Total increase in budgeted fund balance	\$ 2,704

INCREASE BUDGETED APPROPRIATIONS

55120 Rabies And Animal Control	
207 Medical Insurance	\$ 2,704
Total increase in appropriations	\$ 2,704

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16st day of February, 2016, 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 Sponsor

County Attorney

F. A RESOLUTION TO AMEND THE 2016 FISCAL YEAR GENERAL FUND BALANCE TO BUDGET \$2,500 CONTRIBUTION TO THE SHERIFF'S DEPARTMENT

A motion was made by Commissioner Parton and seconded by Commissioner Jennings to approve a resolution to amend the 2016 fiscal year General Fund balance to budget \$2,500 contribution to the Sheriff's Department.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shenon, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; and 2 – absent. The motion to approve the resolution passed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

G. A RESOLUTION TO BUDGET FOR \$2,704 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO BUDGET FOR THE HEALTH INSURANCE COST OF ANIMAL CONTROL NEW EMPLOYEE FOR THE FISCAL YEAR ENDING JUNE 30, 2016

A motion was made by Commissioner Tucker and seconded by Commissioner Waddell to approve a resolution to budget for \$2,704 from the General Fund unassigned fund balance to budget for the health insurance cost of animal control new employee for the fiscal year ending June 30, 2016.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; 2 – absent. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

H. A RESOLUTION TO BUDGET \$2,800 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO BUDGET FOR TRAVEL AND TUITION FOR THE CLERK AND MASTER'S OFFICE FOR THE FISCAL YEAR ENDING JUNE 30, 2016

A motion was made by Commissioner Quillen and seconded by Commissioner Collins to approve a resolution to budget \$2,800 from the General Fund unassigned fund balance to budget for travel and tuition for the Clerk and Master's office for the fiscal year ending June 30, 2016.

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

A RESOLUTION TO BUDGET FOR \$2,800 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO BUDGET FOR TRAVEL AND TUITION FOR THE CLERK AND MASTERS OFFICE FOR THE FISCAL YEAR ENDING JUNE 30, 2016

- WHEREAS, the Greene County Clerk and Master Department installed a new software system in January of 2016, and
- WHEREAS, the software vendor of the new software system hosts an annual conference in the spring of each year to provide additional training and classes that support and enhance knowledge of their software, and
- WHEREAS, the Greene County Clerk and Master Department would benefit greatly by attending this conference to improve their knowledge and skills, and
- WHEREAS, the Greene County Clerk and Master Department requests funding from the Unassigned Fund Balance to budget for these unanticipated costs to attend this conference totaling \$2,800, and

THEREFORE, let the General Fund budget be amended to the following:

INCREASE BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$ 2,800
39000	Total increase in budgeted fund balance	\$ 2,800

INCREASE BUDGETED APPROPRIATIONS

53400 Char	ncery Court	¢	1,630
355	Travel	Φ	•
356	Tuition		1,170_
	Total increase in appropriations	\$	2,800

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16st day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

any 2/18/16

County Clerk

Budget and Finance
Sponsor
Roy C Vooly

County Attorney

I. A RESOLUTION TO AMEND THE RULES OF PROCEDURE FOR THE BOARD OF COUNTY COMMISSIONERS THAT WAS PREVIOUSLY ADOPTED ON SEPTEMBER 19, 2011

A motion was made by Commissioner Waddle and seconded by Commissioner Waddell to approve a resolution to amend the rules of procedure for the board of County Commissioners that was previously adopted on September 19, 2014.

Mayor Crum called the Commissioners to vote on their keypads. The following voted was taken: Commissioners Collins, Peters, Quillen, Randolph, Waddle, and Waddell voted yes. Commissioners Burkey, Carpenter, Clemmer, Cobble, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Snelton, Tucker, and White voted no. The vote was 6 – aye; 13 – nay; and 2 – absent. The motion to approve the resolution failed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

RESOLUTION TO AMEND THE RULES OF PROCEDURE FOR THE BOARD OF COUNTY COMMISSIONERS THAT WAS PREVIOUSLY ADOPTED ON SEPTEMBER 19, 2011

WHEREAS, the Greene County Board of Commissioners adopted certain Rules of Procedure on September 19, 2011, to enable the Board (Commission) to conduct its business in a more efficient and professional manner; detailing the rights and responsibilities of members of the Commission, County Elected and Appointed Officials and others who assist the County Commission as well as the procedure by which the Commission will conduct its meetings and consider issues before the Commission; and

WHEREAS, in order to alter, amend, or repeal the Rules of Procedure for the Greene County Legislative Body (County Commission or Board of County Commissioners), the suggested change or modification must be presented in writing at a regularly scheduled meeting of the Commission, at which time it shall be voted upon and a two-thirds majority of commission members, excluding vacancies is required for approval of such change or modification (see Rule 19); and

WHEREAS, Rule 7A of the Rules of Procedure presently in place require only one county commissioner to sponsor any resolution to come before the county commission; and

WHEREAS, it would appear to be productive, efficient, and beneficial to require at least three county commissioners to sponsor any proposed resolution before the county commission to insure at least minimum support for such legislation; and

WHEREAS, it would appear that the efficiency and effectiveness of the Board of County Commissioners would be enhanced by amending the Rules of Procedure for the Board by amending Rule 7A (Resolutions) as stated above.

Roger A. Woolsey

County Attorney 204 N. Cutler St. Suite 120 Greeneville, TN 37745 Phone: 423/798-1779 Fax: 423/798-1781 THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in

regular session on the 16th day of February, 2016, a quorum being present and a majority

voting in the affirmative, that pursuant to Rule 17G of the Rules of Procedure for the Greene

County Commission that Rule 7A of said Rules be amended as follows:

That Rule 7A as it is presently written be repealed/deleted and in its place the following

language is substituted:

Any resolution to be prospered or to be considered by the county commission must contain the names of three sponsors or the chairman of an appointed committee of the Greene County Legislative Body before same may be placed on the agenda for consideration by the full commission. The Clerk or Chairman shall not receive or file any resolution that is not reduced to writing and authorized by three Commission members or a committee voting in the affirmative.

BE IT FURTHER RESOLVED, that other than the amendment above stated, the Rules previously

adopted shall remain in full force and effect.

BE IT FURTHER RESOLVED, I f any of the Rules of Procedure are in conflict with state law or

later determined to be in conflict with state law then state law rules, however, all remaining

provisions of the Rules of Procedures shall continue to be in full force and effect unless

amended by the Commission.

Robin Quillen	
Sponsor	~ ~ ~ ~

<u>Sharon Collins</u> Sponsor

Roger A. Woolsey

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

Brad Peters Sponsor Butch Patterson Sponsor

County Mayor

Poge a Worky

County Attorney

County Clerk

J. A RESOLUTION TO REZONE CERTAIN TERRITORY OWNED BY 411 INDUSTRIES LLC, KYLE REAVES FROM A – 1, GENERAL AGRICULTURE DISTRICT TO M – 1, INDUSTRIAL DISTRICT WITHIN THE UNINCORPORATED TERRITORY OF GREENE COUNTY, TENNESSEE

A motion was made by Commissioner Carpenter and seconded by Commissioner Clemmer 10 approve a resolution to rezone certain territory cwned by 411 Industries LLC, Kyle Reaves from A - 1, General Agriculture District to M - 1, Industrial District within the unincorporated territory of Greene County, Tennessee.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 – aye; 0 – nay; and 2 – absent. The motion to approve the resolution passed. Commissioner Patterson was absent. Commissioner Hensley recently passed away.

A RESOLUTION TO REZONE CERTAIN TERRITORY **OWNED BY 411 INDUSTRIES LLC, KYLE REAVES** FROM A-1, GENERAL AGRICULTURE DISTRICT TO M-1, INDUSTRIAL DISTRICT WITHIN THE UNINCORPORATED TERRITORY OF GREENE COUNTY, TENNESSEE

WHEREAS, the Greene County Commission has adopted a zoning resolution establishing zone districts within the unincorporated territory of Greene County, Tennessee and regulations for the use of property therein; and

WHEREAS, the Greene County Commission realizes that any zoning plan must be changed from time to time to provide for the continued efficient and economic development of the county; and

WHEREAS, 411 Industries LLC, Kyle Reaves has requested that this property be rezoned from A-1, General Agriculture District to M-1, Industrial District; and

WHEREAS, the Greene County Regional Planning Commission did review a request on January 12, 2016 that the 411 Industries LLC, Kyle Reaves property be rezoned and recommended that the Greene County Commission approve the request to rezone the property.

NOW, THEREFORE BE IT RESOLVED that the Greene County Legislative Body meeting in regular session on the 16th day of February, 2016 a quorum being present and a majority voting in the affirmative to amend the Greene County Zoning Map to show the following property to be zoned M-1, Industrial District.

Being the same property identified as Greene County tax map 154, as parcel p/o 019.07, p/o 019.01, &p/o 018.03 (Lot 6R – 2.29 acres) as shown on the attached survey map.

This change shall take effect after its passage, the welfare of the County requiring it.

Sponsor Greene County Regional Planning Commission

January 12, 2016 Date

February 16, 2016

Date of Public Hearing by the Greene County Commission:

Decision by the Greene **County Commission:**

Signed in Open Meeting:

Date

Approved or Denied

County Mayor

County Court Clerk

Attest:

Approved as to Form:



•

Passed out to Planning Commission on January 12, 2016

en stilling sell	G	reene County Building, 129 Charles S Greeneville 423-79	Zoning & Plann Street, Suite 2 , TN 37743	onal Planning Commission
				Receipt #: 4135
		Applicant Ir	nformation	
Applicant Name:	Kyle Reaves		Address:	1301 Old Newport Highway
City: Greenevil	le	State: TN	Zip Code:	37743
Phone: 423-237	7-3042	Email: <u>n/a</u>		
		Property Ide	entification	
Property Owner:	411 Industries LLC & Kyl	e Reaves Prop	erty Address: O	ld Newport Highway
Map: <u>154</u>		Group: Ctrl Ma		el: p/o 019,07, p/o 019.01 &p/o 018.03
Acres: 2.29 (lot (6-R) Subdivision Name:	Kyle Reaves		Plat Book & Page: G - 530
Phone: <u>423-237</u>	-3042	Em	nail: <u>n/a</u>	
		Meeting In	formation	
Rezoning Requ	lest:	Nature of	Request	· · · · · · · · · · · · · · · · · · ·
	A-1 General Agriculture District	Proposed	Zone: <u>M-1 industri</u>	al District
Coning Office Us	e/Notified Property Owners:	, ,		
	e/Notified Property Owners: Lanny Haynes Gammon	-	& Parcel: <u>16</u>	33 - 019.00
Property Owner:	·	Мар	_	53 - 019.00 54 - 049.00
Property Owner: Property Owner:	Lanny Haynes Gammon	MapMap	& Parcel: <u>15</u>	
Property Owner: Property Owner: Property Owner:	Lanny Haynes Gammon Christopher Lynn Easterig	Map Map Map	& Parcel: <u>15</u> & Parcel: <u>15</u>	54 - 049.00
Property Owner: Property Owner: Property Owner: Property Owner:	Lanny Haynes Gammon Christopher Lynn Easterig Patricia Gay Reaves	Map Map Map Map	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u>	54 — 049.00 54 — 018.00
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner:	Lanny Haynes Gammon Christopher Lynn Easterig Patricia Gay Reaves Scott & Nicole Foshie	Map yMap Map Map Map	& Parcel: <u>15</u> & Parcel: <u>15</u> & Parcel: <u>15</u> & Parcel: <u>15</u> & Parcel: 15	54 - 049.00 54 - 018.00 54 - 018.04
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner	Lanny Haynes Gammon Christopher Lynn Easterig Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger	Map yMap Map Map Map	& Parcel: <u>15</u> & Parcel: <u>15</u> & Parcel: <u>15</u> & Parcel: <u>15</u>	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Cash:	Lanny Haynes Gammon Christopher Lynn Easterig Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger	Map Map Map Map Map	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u>	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Cash: Property	Lanny Haynes Gammon Christopher Lynn Easterig Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger	Map Map Map Map Map	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> _ Clérk:_ <i>L</i> LL	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Cash: Property Owner Cash:	Lanny Haynes Gammon Christopher Lynn Easterin Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger Check S291 Check S291 Marca	Map yMap Map Map Map Total Amount Due; \$300.00	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> 	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Property Owner Cash: Property Owner Cash:	Lanny Haynes Gammon Christopher Lynn Easterin Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger Check S291 Check S291 Marca	Map yMap Map Map Map Map Map Map Map	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> 	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00 54 - 046.01 -28 - 30/5 -28 - 30/5
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Cash: Property Owner Cash:	Lanny Haynes Gammon Christopher Lynn Easterin Patricia Gay Reaves Scott & Nicole Foshie Glenda Jones W Jeff Ottinger Check S291 Check S291 Che	Map yMap Map Map Map Total Amount Due; \$300.00	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> 	54-049.00 54-018.00 54-018.04 54-044.00 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01 54-046.01
Property Owner: Property Owner: Property Owner: Property Owner: Property Owner Cash: Property Owner Cash:	Lanny Haynes Gammon Christopher Lynn Easterin Patricia Gay Reaves Scott & Nicole Foshie Gienda Jones W Jeff Ottinger Check S291 Check S291 Che	Map yMap Map Map Map Map Map Map Map	& Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> & Parcei: <u>15</u> 	54 - 049.00 54 - 018.00 54 - 018.04 54 - 044.00 54 - 046.01 -28 - 30/5 -28 - 30/5

Greene County Regional Planning Commission

I the applicant/property owner certify that the submitted application for the Greene County Regional Planning Commission to be true and complete. I the applicant/property owner understand that a sign will be placed on the property prior to the Greene County Regional Planning Commission meeting, providing information on the nature of the request. I the applicant/property owner understand that letters will be mailed out to selected property owners in the area for notification. I the applicant/property owner understand the information provided in the application will be used to create a notice of public hearing, which will be published in a newspaper of general circulation. I the applicant/property owner agree to be present at any meetings held to discuss the request, or to send a representative in my place. I the applicant/property owner understand that if I am not represented, my regrest will be postponed, or may be denied.

12

Owner(s)

 $\frac{|\partial/2y|zo_{15}}{|\partial|2y|zo_{15}}$

MEMORANDUM

	•			
	To:	The Gree	ne County Regional Planning Commission	
	From:	Amy Tweed, Planning Coordinator Tim Tweed, Building Commissioner Lyn Ashburn, Assistant Planner		
	Date:	January 4	ł, 2016	
		(a portio	to rezone property located at and adjacent to 1301 Old Newport Highway n of Map 154 Parcels 019.01, 019.07, and 18.03; Lot 6-R on the attached	
i A s	Existing	Zone:	A-1 General Agriculture District	
	Existing	Use:	411 Industries LLC	
			(The company is not a manufacturer. They take existing parts, assemble them, and ship them back to the manufacturer.)	
	Property	y Owner:	411 Industries LLC and Kyle Reaves	
	Request	ed Zone:	M-1 Industrial District	
	Propose	d Use:	Subassemblies (expansion of existing use)	
	Zoning:		All surrounding properties are zoned A-1. There are two M-1 zones on Newport Highway (United Business Forms Inc. and a vacant tract.)	
	Uses:		A mixture of agricultural and low-density single family residential uses	

Background. The property has been used for a variety for commercial and industrial uses since the 1970's, before zoning was established. While the business can continue as a non-conforming use, it cannot be expanded unless it is in compliance with applicable regulations. The proposal, as submitted, would rezone both the existing structure as well as the area of the proposed expansion.

Discussion. The M-1 district was created to permit the establishment of industrial/manufacturing uses that do not cause "obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard or other objectionable conditions". The subassembly business appears to meet this criteria.

Old Newport Highway, with a pavement width of 18-20 feet, is not an area that would usually be considered desirable as an "industrial area". It is simply inadequate to serve multiple traditional industrial uses, which are typically serviced by large vehicles such as semi-trucks. 411 Industries LLC, however, is not a typical industrial use. They use smaller vehicles that can maneuver between their driveways and the road without causing problems, and their impact on the surrounding area appears low, probably comparable to the gas station/deli located nearby on Newport Highway.

Rezoning the area in question permits continuation and expansion of the existing industrial use, which is a stated goal of the 2009 Greene County Land Use and Transportation Plan. It also enables growth of a type of industry that is desirable for many reasons.

- 1. Smaller industries do not need the upgraded utilities and transportation access necessary for large industries.
- 2. Small businesses, when their total number of employees are combined, are major employers, and encouraging small businesses has many positive impacts on the community.
- 3. Smaller businesses can more quickly respond to market conditions, which helps ensure their adaptation and survival. Those that do close, because of their small number of employees, do not constitute a major blow to the community.
- 4. While Old Newport Highway is not appropriate for large, traditional industries, it is capable of handling smaller industrial uses.

A potential negative impact of the rezoning would be if the use were changed to another, more intensive and invasive industrial use permitted in the M-1 zone. The same would be true if adjoining property were also rezoned. This site is so small, however, that there is no room for any substantial manufacturing or industrial use.

The last point raises another issue, however. While the existing/proposed use is technically manufacturing/industrial in nature, it is not industrial in impact. The Zoning Resolution, however, groups all uses of this type into the same category, regardless of the size and intensity of the use. A revision to the zoning regulations to split small, non-nuisance types of industry out of the traditional M-1 zone would be beneficial to the County tax-base, provide needed employment opportunities, provide an alternate use for farmland that isn't appropriate or needed for residential development, and offer an option when farming is not financially feasible.

Another agenda item this month is approval of the Building/Planning/Zoning Department work program. If approved, staff could begin reworking the M-1 regulations fairly quickly, and not wait for an overhaul of the entire resolution.



Minutes of the Greene County Regional Planning Commission

A meeting of the Greene County Regional Planning Commission was held on Tuesday, January 12, 2016 at 1:00 p.m. at the Greene County Courthouse Annex Conference Room, 204 North Cutler Street, Greeneville, Tennessee.

Members Present/Members Absent

Sam Riley, Chairman Ted Hensley, Vice-Chairman Gary Rector, Secretary Lyle Parton, Alternate Secretary Alford Taylor Edwin C. Remine Gwen Lilley Stevi King Phillip Ottinger

Staff Representatives

Amy Tweed, Planning Coordinator Tim Tweed, Building Commissioner Lyn Ashburn, Assistant Planner Paul Laughlin, Building Inspector David Crum, County Mayor Roger Woolsey, County Attorney David Weems, Road Superintendent

Also Present: News media and interested citizens

The Chairman called the meeting to order and asked if members had received the draft minutes of the December 8, 2015 meeting. A motion was made by Alford Taylor, seconded by Edwin Remine, to approve the minutes as written. The motion was approved unanimously.

1301 Old Newport Highway Rezoning Request. The Planning Commission considered a request to rezone property located at and adjacent to 1301 Old Newport Highway (a portion of Map 154 Parcels 019.01, 019.07, and 18.03), from A-1 General Agriculture District, to M-1 Industrial District. A plat showing the area requested for rezoning was provided to the Planning Commission. Staff stated the property had been used for industrial purposes (subassemblies) for several years, and did not appear to have had a negative impact on the area. After discussing the issue a motion was made by Alford Taylor, seconded by Edwin Remine, to recommend the rezoning as it would permit continuation and expansion of the existing industrial use, which is a stated goal of the 2009 Greene County Land Use and Transportation Plan. It also would enable growth of a type of industry that is desirable for many reasons.

- 1. Smaller industries do not need the upgraded utilities and transportation access necessary for large industries.
- 2. Small businesses, when their total number of employees are combined, are major employers, and encouraging small businesses has many positive impacts on the community.
- 3. Smaller businesses can more quickly respond to market conditions, which helps ensure their adaptation and survival. Those that do close, because of their small number of employees, do not constitute a major blow to the community.
- 4. While Old Newport Highway is not appropriate for large, traditional industries, it is capable of handling smaller industrial uses.

The motion carried unanimously. Staff informed the Planning Commission that the request would be considered by the Greene County Commission at the February 16, 2016 meeting.

OTHER BUSINESS

Mayor Crum said "It is with deepest sympathy and condolences to to the family of Commissioner Ted Hensley that we must declare a vacancy in the 2nd District due to his death."

A motion was made by Commissioner Peters and seconded by Commissioner Quillen to declare a vacancy in the 2nd District due to his death.

Mayor Crum called the Commissioners to voted on their keypads. The following vote was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 19 –aye; 0 – nay; and 2 – absent. Commissioner Patterson was absent. The motion to declare a vacancy in the 2rd District due to the death of Commissioner Ted Hensley passed.

Mayor Crum announced that anyone wishing to submit an application for the 2nd District seat vacant can be submitted to the County Mayor's office by March 11, 2016 and 12:00 noon. Nominations can also be offered from the floor at the Commission meeting in March. A motion was made by Commissioner Waddell and seconded by Commissioner Collins to approve the appointment of Commissioner Paul Burkey as representative to the Airport Authority.

Mayor Crum asked for a voice vote from the Commissioners. All those in favor, said I. The motion to approve Paul Burkey as representative to the Airport Authority passed.

Mayor Crum announced to the Commissioners in regards to taking the 2016 Community Health Needs Assessment Survey that had been placed in each packet or to go on the website: <u>www.surveymonkey.com/r/vnz5lxc</u>

Mayor Crum announced the appointment of Commissioner Robin Quillen as representative for the Greene County Partnership.

A motion was made by Commissioner Waddle and seconded by Commissioner Waddell to approve the appointment of Commissioner Robin Quillen as representative for the Greene County Partnership.

Mayor Crum asked for a voice vote from the Commissioners. All those in favor, said 1. The motion to approve Commission Robin Quillen as representative for the Greene County Partnership was approved.

ADJOURNMENT

A motion was made by Commissioner Tucker and seconded by Commissioner Waddle to adjourn the February Commission meeting.

Mayor Cram closed the meeting by reading words written by the Commissioner Ted Hensley before his death. Final Message to Friends and Family:

There is a world-wide spiritual war going on all around us. Battles are occurring within the hearts of the 7.12 billion people all over the earth.

Without knowing that there is a true path, most are lost in darkness.

It is up to each of us, while living, to shine the light of the Lord on those around us whose spirits may be in dark places. We must help them get on the right path and renew hope for their future.

Each of us has a spirit. Each spirit has the capacity to soar like an eagle. We are to help one another, and we can only do this through our loving words and actions.

The love of the Lord is the strongest force in the universe. Use his strength to strengthen yourself, and then share that strength with those around you.

This is what He would have us do.

Love one another and let the light of the Lord lead your way.

Ted Hensley December 12, 2015

A Celebration of Life



Robie Theodore Hensley, Jr.

April 4th, 1953 - February 9th, 2016