AGENDA GREENE COUNTY LEGISLATIVE BODY

Monday, June 20, 2016 6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, June 20, 2016 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation Commissioner Jason Cobble
- *Pledge to Flag Ray Allen, Veteran, U.S. Army
- *Roll Call

Public Hearing

- Public comments regarding Resolution A
- Ashley Self, Laughlin Memorial Hospital, on the "Let's Move" Initiative
- Joel Hausser

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee Minutes

Old Business

Election of Notaries

Resolutions

- A. A resolution to rezone certain territory owned by Robert & Carolyn Ball from A-1, General Agriculture District to B-2, General Business District within the Unincorporated Territory of Greene County, Tennessee
- B. A resolution to amend the Greene County Schools budget to move \$46,257 for two capital outlay projects
- C. A resolution to authorize energy efficient school initiative loan agreement totaling \$807,000
- D. A resolution to amend the FYE June 30, 2016 fiscal year Solid Waste Fund to budget \$34,500 decrease in diesel fuel and increase in disposal fees
- E. A resolution to amend the Greene County General Fund budget to transfer \$72,000 from the Sheriff's Department to the Jail due to an anticipated increase in inmate medical costs for the fiscal year ending June 30, 2016
- F. A resolution to amend the Greene County General Fund budget \$905 for the proceeds received from the sale of a seized vehicle and surplus equipment by the Sheriff's Department for the fiscal year ending June 30, 2016
- G. A resolution to amend the FYE June 30, 2016 fiscal year General Fund to budget \$2,943 decrease in medical insurance in the Chancery Court and increase in Probate Court for the same amount
- H. A resolution to amend the FYE June 30, 2016 fiscal year General Fund to budget \$38,000 increase in anticipated wheel tax collections above the original amount budgeted
- I. A resolution to amend the FYE June 30, 2016 fiscal year General Fund to budget \$38,880 increase in anticipated hotel/motel tax collections above the original amount budgeted
- J. A resolution to amend the Greene County General Fund budget \$1,600 for the recovery of funds from the U.S. Forestry Service for use of equipment to the Greene County EMS Department for the fiscal year ending June 30, 2016

Other Business

Adjournment

Closing Prayer - Commissioner Wade McAmis

REGULAR COUNTY COMMITTEE MEETINGS

JUNE2016 WEDNESDAY, JUNE 1	1:00 P.M.	BUDGET & FINANCE	ANNEX (DOWNSTAIRS)
THURSDAY, JUNE 2	9:00 A.M.	EMS BOARD	ANNEX (DOWNSTAIRS)
TUESDAY, JUNE 14 TUESDAY, JUNE 14 TUESDAY, JUNE 14	8:00 A.M. 8:30 A.M. 1:00 P.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING	RANGE ANNEX ANNEX (DOWNSTAIRS)
MONDAY, JUNE 20	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
WEDNESDAY, JUNE 22	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
MONDAY, JUNE 27 MONDAY, JUNE 27	9:00 A.M. 6:00 P.M.	AIRPORT AUTHORITY HIGHWAY (IF NEEDED)	TOWN HALL HIGHWAY DEPT.
TUESDAY, JUNE 28 TUESDAY, JUNE 28	8:30 A.M. 3:30 P.M.	INSUANCE COMMITTEE EDUCATION COMMITTEE	ANNEX CENTRAL SCHOOL OFFICE
JULY2016 MONDAY, JULY 4	INDEPENDENCE DAY HOLIDAY ALL OFFICES CLOSED	ALL OFFICES CLOSED	
WEDNESDAY, JULY 6	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, JULY 12 TUESDAY, JULY 12 TUESDAY, JULY 12	8:00 A.M. 8:30 A.M. 1:00 P.M.	RANGE OVERSITE COMMITTEE BEVERAGE BOARD PLANNING	ANNEX ANNEX ANNEX
WEDNESDAY, JULY 13	2:00 P.M.	DEBRIS	ANNEX
THURSDAY, JULY 14	3:00 P.M.	EMS BOARD	ANNEX
MONDAY, JULY 18	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
WEDNESDAY, JULY 20	3:00 P.M.	ANIMAL CONTROL	ANNEX
MONDAY, JULY 25	6:00 P.M.	HIGHWAY (IF NEEDED)	HIGHWAY DEPT.
TUESDAY, JULY 26	8:30 A.M.	INSURANCE COMMITTEE	ANNEX
WEDNESDAY, JULY 27	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX

THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE JUNE 20, 2016 MEETING OF THE GOVERNING BODY: AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

		639-6200	1046 OLD KENTUCKY RD S GREENEVILLE TN 37743	17. CHARLES EDWARD YOKLEY
	2 230 W. DEPOT STREET GREENEVILLE TN 37744	423-525-3562	973 SINKING CREEK ROAD CHUCKEY TN 37641	16. ANGELA J. WILLIS
WY.		423-329-4481	2165 ST. JAMES ROAD GREENEVILLE TN 37743	15. MARGUERITA JULIANA WARD
	0 401 W IRISH ST GREENEVILLE TN 37743	423-639-2220	132 KIMBILI DR GREENEVILLE TN 37745	14. DOUGLAS L PAYNE
	114 WEST CHURCH STREET GREENEVILLE TN 37745	423-329-2421	92 OLD SHILOH CIRLCE GREENEVILLE TN 37745	13. MARVIN CRAIG OGLE
		423-638-4990	4850 WEST ALLENS BRIDGE RD GREENEVILLE TN 37743	12. CAROLINE ANNE NEIKIRK
		423-620-8307	231 GREGORY AVENUE GREENEVILLE TN 37745	11. JANET LEA MEDCALF
	3 GREENEVILLE TN 37743	423-620-2783	2435 SOUTH ALLENS BRIDGE ROAD GREENEVILLE TN 37743	10. TAMMY ELIZABETH MCGINNIS
	B GREENEVILLE TN 37743	423-620-3808	1245 WINES ROAD GREENEVILLE TN 37745	9. KAREN J. KILDAY
N HWY	7 817 EAST ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-470-4867	310 PREACHER LAWS RD AFTON TN 37616	8. DONNA L JOHNSON
		423-638-1597	1210 BOLTON RD GREENEVILLE TN 37745	7. SANDRA HUGHES
	2 103 WEST SUMMER STREET 2 GREENEVILLE TN 37743	423-638-7972	GREENEVILLE TN 37743	6. JO ANN HOPSON
UITE 3		423-422-7150	MOSHEIM TN 37818	5. ELIZABETH ANN HIXSON
		423-639-3037	GREENEVILLE TN 37743	4. CAROLYN HARMON
	0 1055 W. AJ HWY GREENEVILLE TN 37745	423-422-7820	285 ELMER HAYES ROAD MOSHEIM TN 37818	3. TOHNYA SYLENA GREY
	6 GREENEVILLE TN 37743	423-416-4176	31 NEWCASTLE DRIVE GREENEVILLE TN 37745	2. MARY DIXON CUTSHAW
	3 P.O. BOX 1989 KINGSPORT TN 37660	423-620-9943	55 PLEASANT VALE ROAD CHUCKEY TN 37641	1. REBECCA ELIZABETH COLLETTE
	NE BUSINESS ADDRESS	HOME PHONE	HOME ADDRESS	NAME

SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

6/2/16

DATE

A RESOLUTION TO REZONE CERTAIN TERRITORY OWNED BY ROBERT & CAROLYN BALL ENERAL AGRICULTURE DISTRICT TO B-2. GENERAL BUSINES.

FROM A-1, GENERAL AGRICULTURE DISTRICT TO B-2, GENERAL BUSINESS 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, Robert and Carolyn Ball has requested that this property be rezoned from A-1, General Agriculture District to B-2, General Business District; and

WHEREAS, the Greene County Regional Planning Commission did review a request on May 10, 2016 that the Robert and Carolyn Ball be rezoned and recommended that the Greene County Commission deny the request to rezone the property.

NOW, THEREFORE BE IT RESOLVED that the Greene County Legislative Body meeting in regular session on the 20th day of June, 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 B-2, General Business District.

Being the same property identified as Greene County tax map 146AC, as parcels 007.00 and 008.00, as shown on the attached map.

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

Sponsor Greene County Regional	
Planning Commission	May 10, 2016
	Date
Date of Public Hearing	
by the Greene County Commission:	June 20, 2016
e e	Date
Decision by the Greene	
County Commission:	Approved or Denied
Signed in Open Meeting:	
	County Mayor
Attest:	·
	County Court Clerk
	Range 1 and Dombon
Approved as to Form:	1 10ges 00 00 000
	County Attorney



Map 146AC, Parcels 007.00 & 008.00



Rezoning Protest Petition

We, the undersigned property owners of property affected by the rezoning change located at 35 East Allens Bridge Road, do hereby protest the rezoning request from Robert and Carolyn Ball from A-1 General Agriculture District to B-2 General Business District, on described property map 146AC, parcels 7.00 and 8.00.

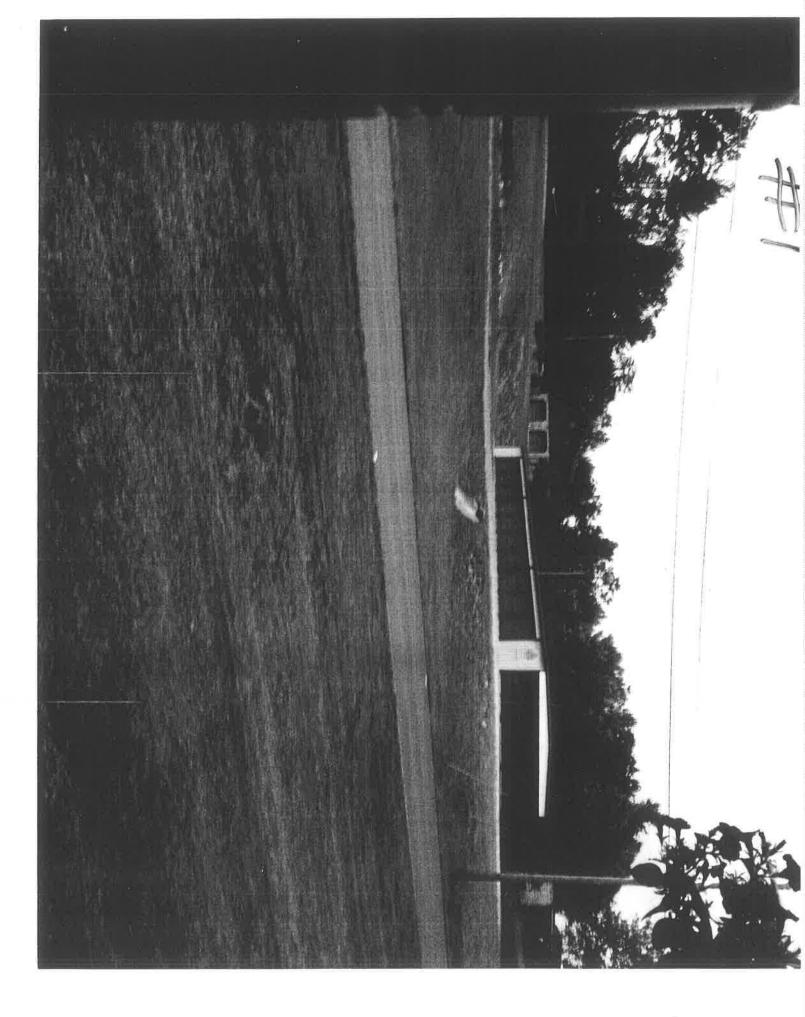
We, the undersigned request that you protect our residential areas. We feel that the proposed zone would be detrimental to our residential neighborhood. The allowed uses within the B-2 zone would create obnoxious noises, light and dust.

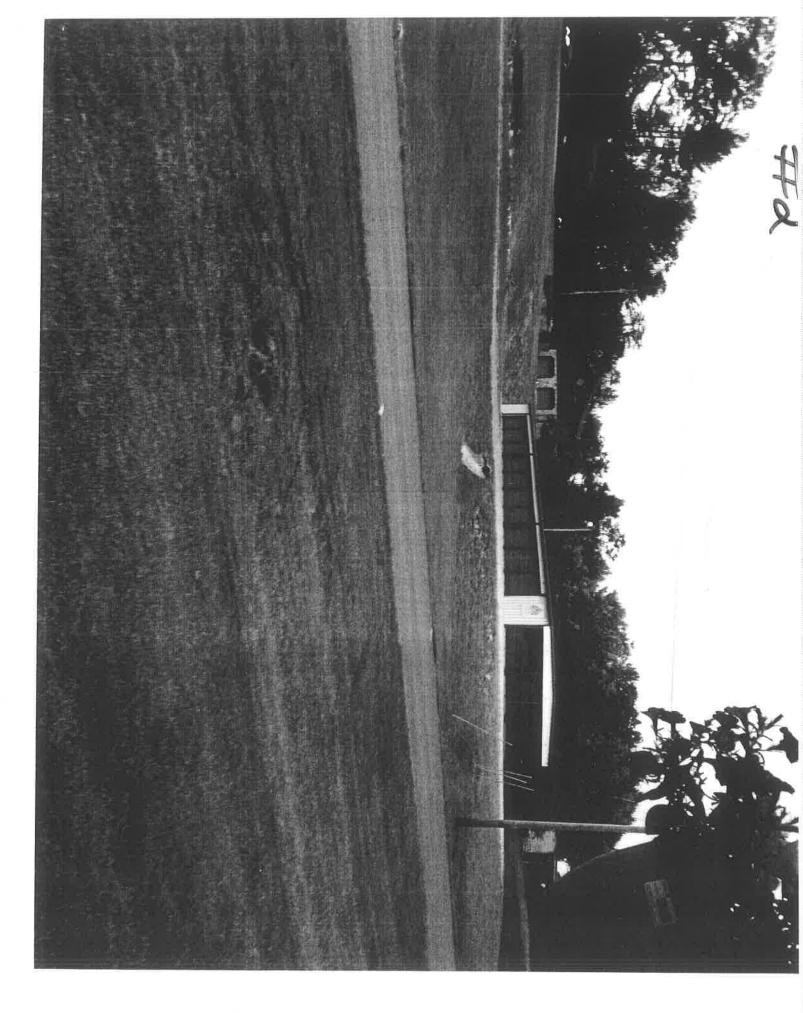
We, the undersigned, respectfully realize that this petition of protest must be submitted to the Greene County Regional Planning Commission and the Greene County Commission.

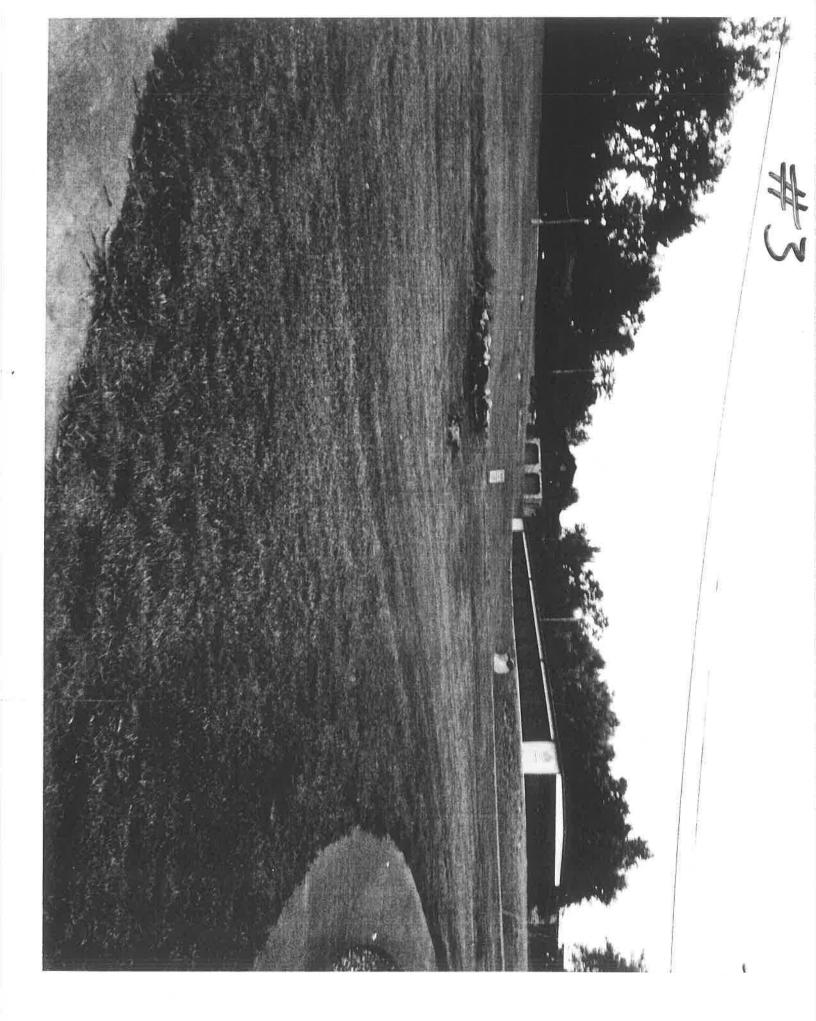
We, the undersigned, are owners of real property located within the statutory area of notification related to the area for which a rezoning is sought, whereby, our signatures shall hereafter stand as protest against the rezoning of property as described above.

Legal Signature of Owner: 1. Samuel a Kausel	Printed Name of Owner: Adam Hansel	40 East Allens Bridge Rd
2. Horold & Sus	HAROLD ZINK	ZGS NO FUNDANT
3. Gordon Hoppe	D Gordon Hoppe	en 235 Nellwood
4. Bob Dreggy	MOB GREGG	50 ANDRES CIRCLE
5. Lathy landar	Kat by ander	J 1201/00/lwood Dr.
Limberly Foshie	Kimberzly Foshie	80 Noethead Dr.
		145 E. Allew Bridge Pd.
8. Mark Cronyfulf.	Mark Crawford	Jr. 145 E. Allens Bridge
9. Just le Hours	Jesse A. Stover	485 Ebenezer Loop
10. Justick Deeno	it Leslie Wilhoit	1796. Allens BridgeRd.
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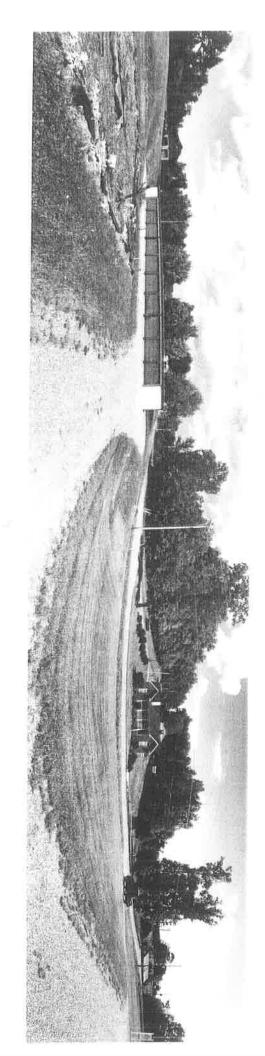
11 Tallet Hampy Laural Hamby 120 E. Allens Bridge Rd 12 fish Domls 120E Alkas Bridge Rd. Justin Hamby 13. William Smith of Debra Broyles 14. Dora Droyles 60 Noellwood Dr. 15. Midelle Barfield Michelle Barefield 159 E Allers Brudge Rd 16. Hu Vaughtles LOR Vallaghters 4972 Asheville Hwy 17. Susan Laux Susmi LAND 34 allen Lano 18 Juse Williams 215 Mountain River Dr. Denise Williams 19. Jemps Deere Det Houden True offe Dennic Goest 20. /m/ E DENNIS 1850 145 Moundon KIVEN that had B11 Watson 105 Montan River Dr. 22. Hy Wary BobWard 85 Mountain Ds. 23. Debbie Hayes Debbie Hayes 75 Mountain River Dr. 24. Mike Hayes MUMARINE 75 Mountain River Dr. 25. Jackiful Jack'e Tured 30 Noellwood Dr 34 Alter Gr 26. / VIII Cary Phil LAW

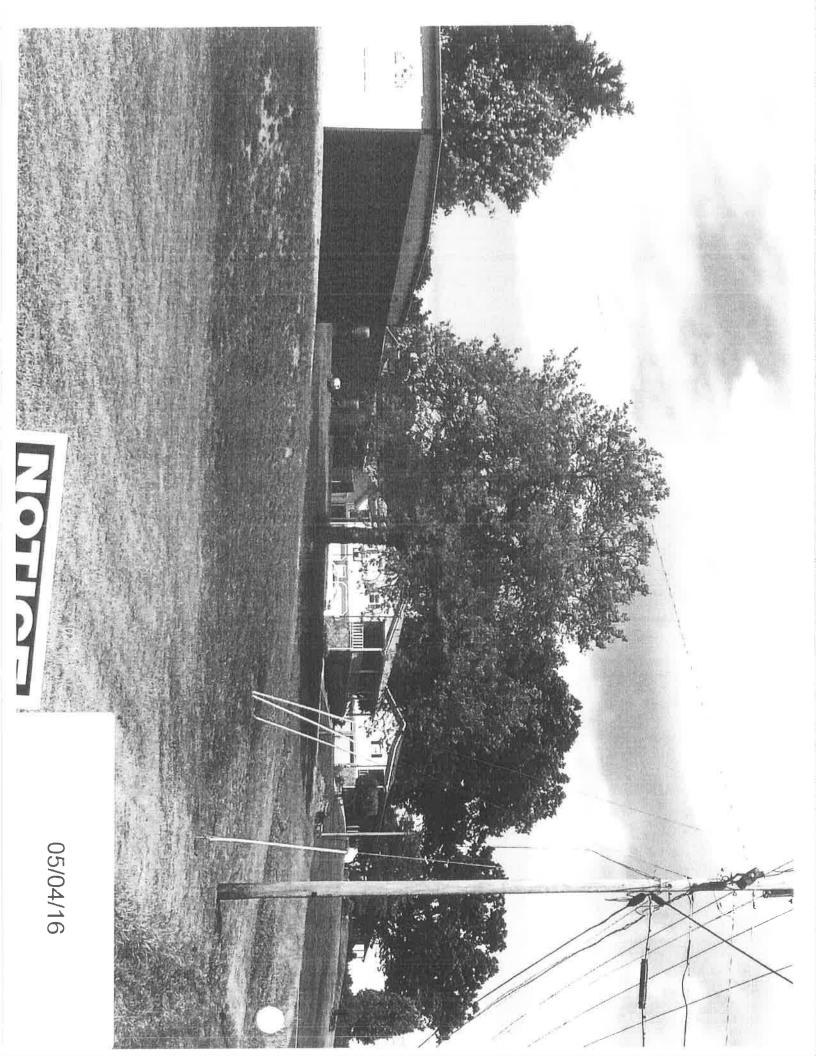


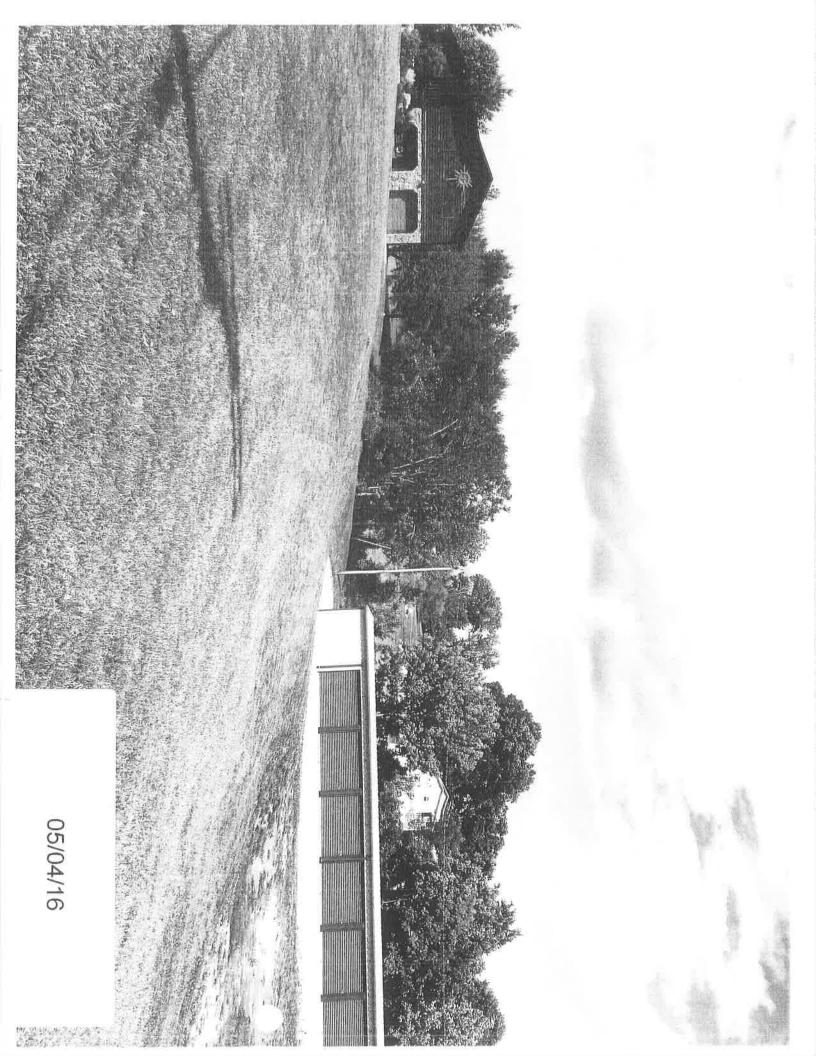


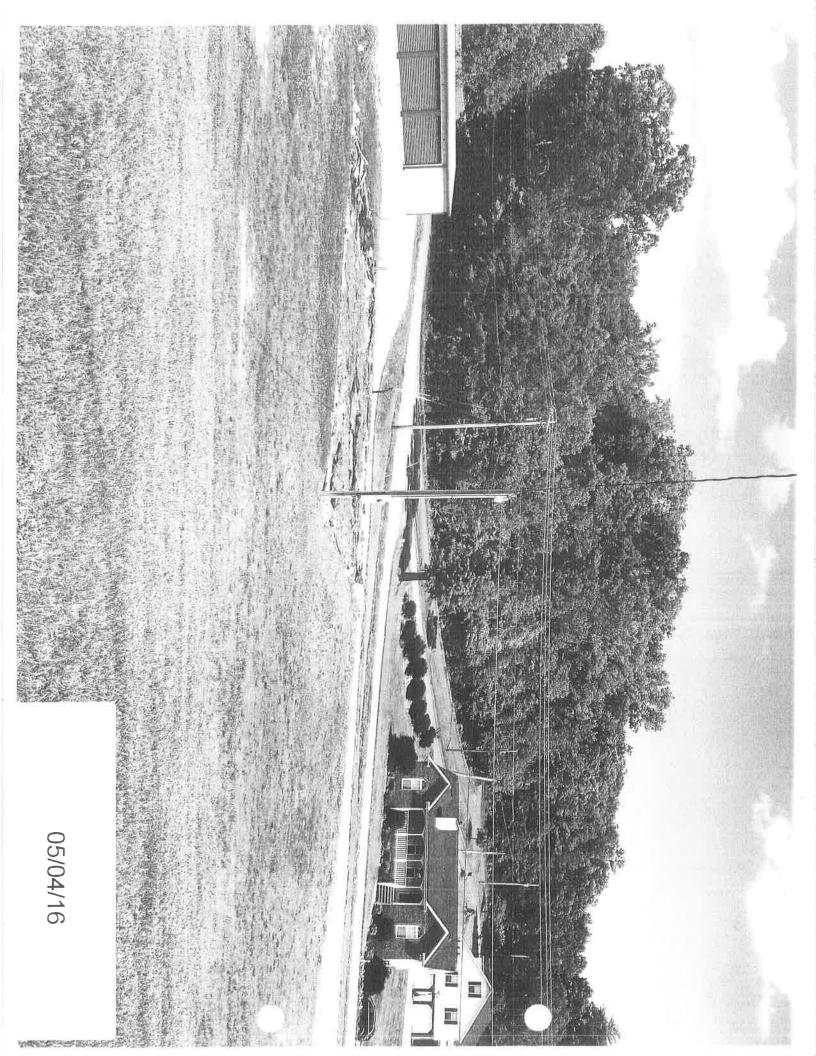


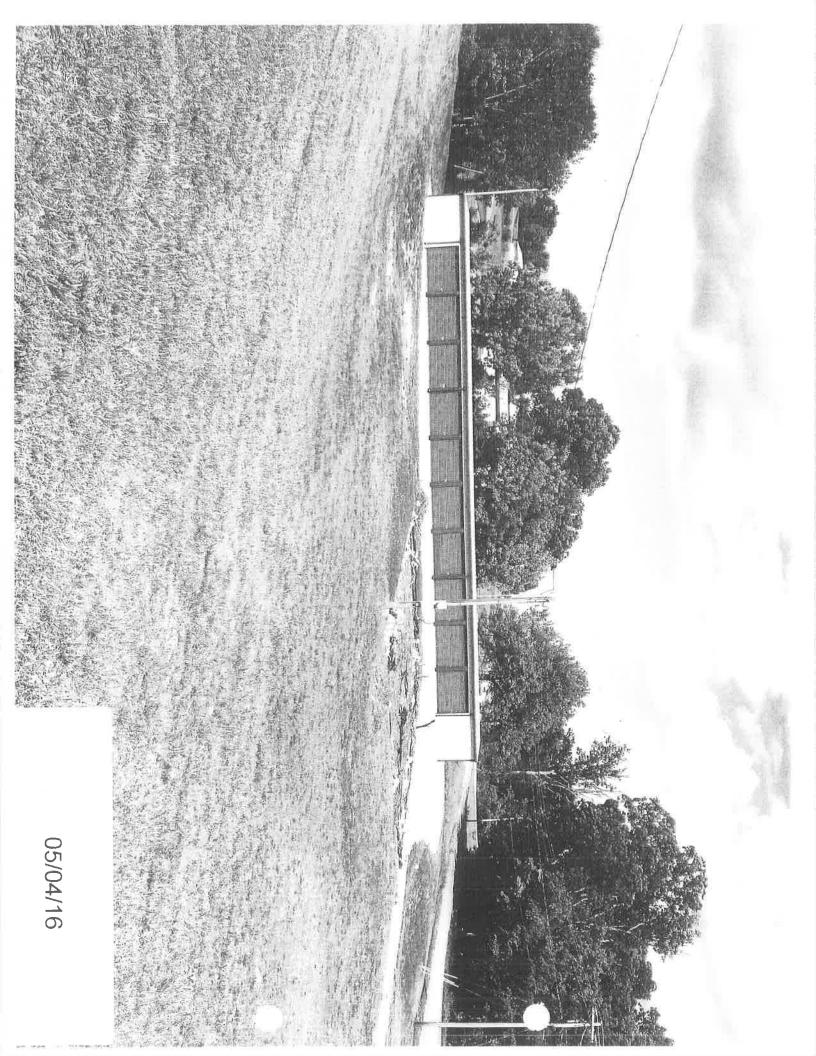


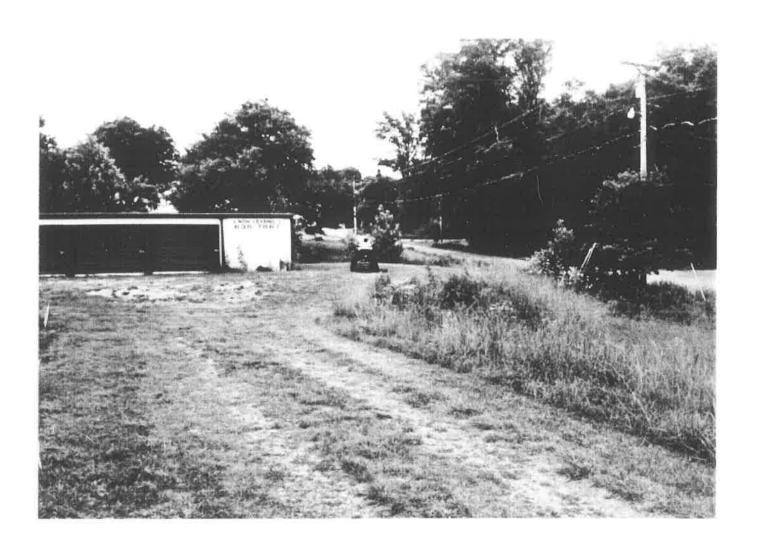




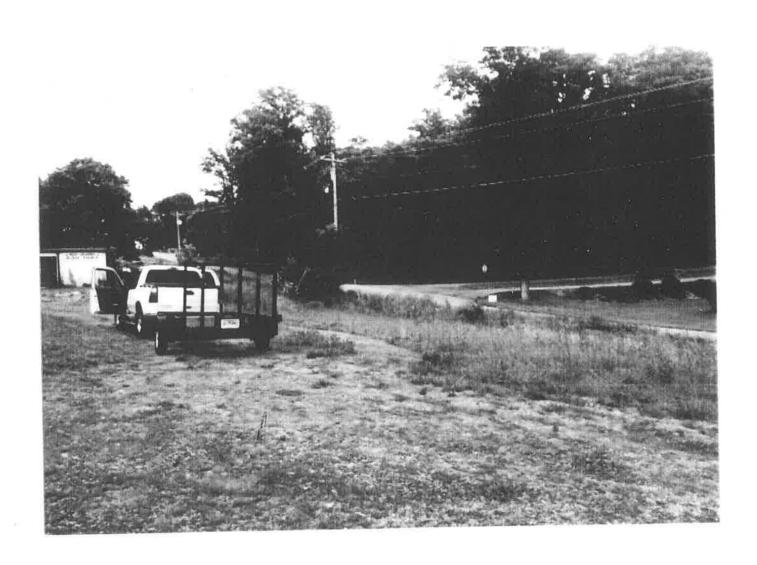


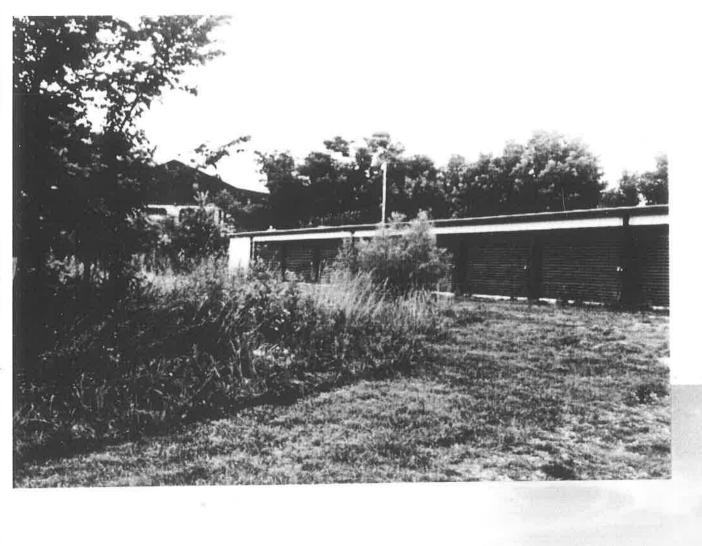








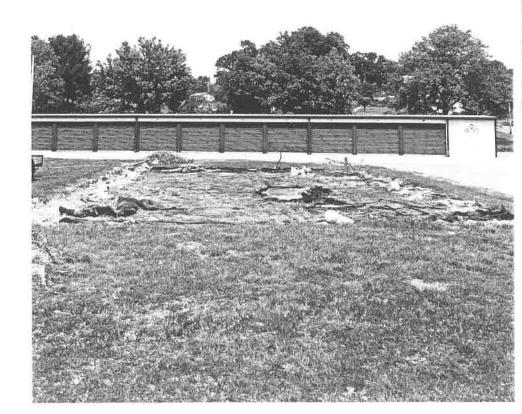




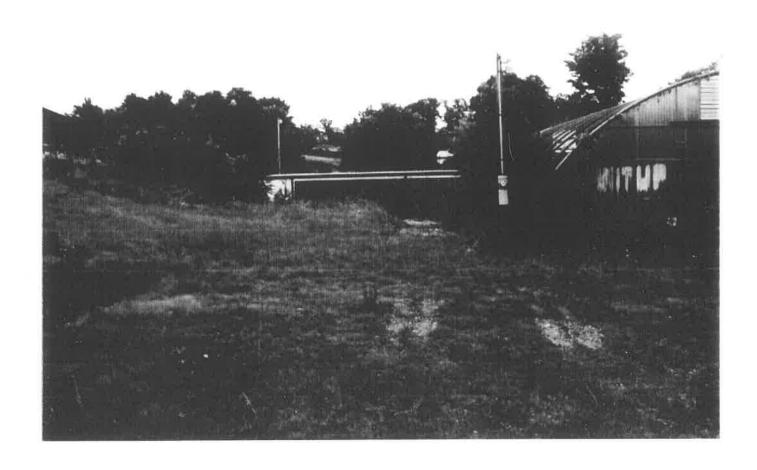


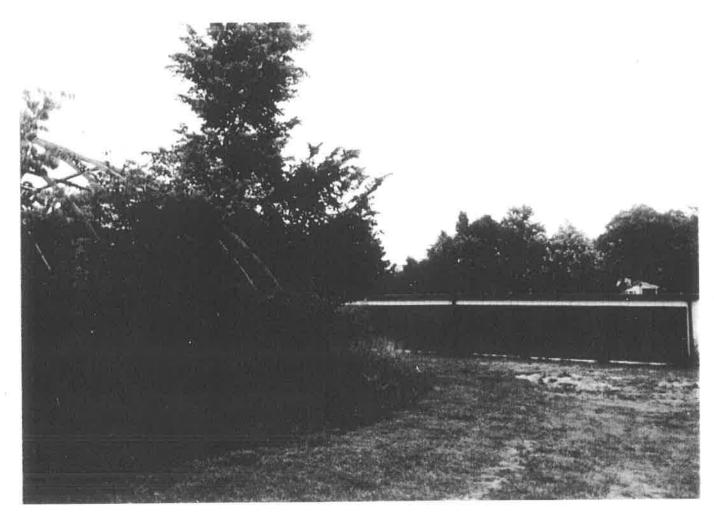






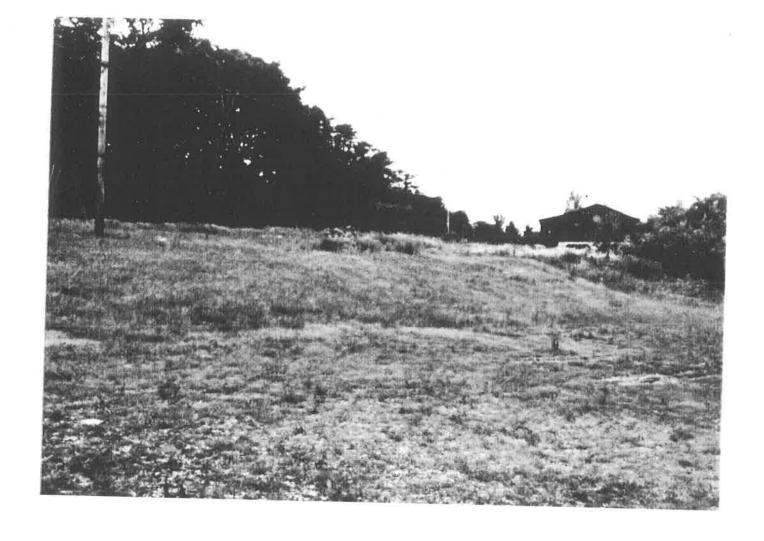
















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Property Details

Schools & Neighberhood

Property History

Property Details

Overview

Built in 2001, this property was last sold for \$165,000 in 2009 and currently has an estimated value of \$137,087. The median price for this area is 91200. The 3 assigned schools for this property are located in Greene County School District. There are currently 673 similar properties for sale within 10-mile radius, ranging from \$8,900 - \$796,900.

Key Facts

Schools

Looking to sell in ...

Please send me home values, sold price trends and market analysis for 40 E Allens Bridge Rd, Greeneville, TN 37743

Request a FREE Analysis

By sending a request you agree to our

Greeneville City in Tennessee

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Avg Home Price \$91,200

Avg Price/sq ft \$48

Popular Searches

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SECTION OF

Mome Advisor True Cost Guide @

4972 Asheville Hwy, Greeneville, TN 37743

| beds - 3.5 baths - 3,643 sqft

FOR SALE \$309,500

st. Mortgage: \$1,098/mo

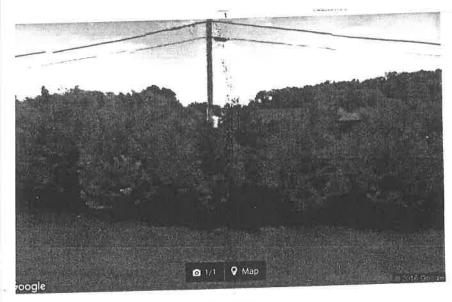
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iARDENERS AND ANTIQUE LOVERS TAKE NOTE! Beautiful home nestled in a canopy of mature hardwoods in the picturesque rolling hills of outhern Greene County. 2+ acres professionally landscaped and fenced for pets. This southern colonial style home has recent updates that notlude heat pump, water heater, electrical wiring, remodeled kitchen with new appliances and cabinets, granite counter tops, new guttering and an updated detached garage. The home features hand-hewn exposed interior beams, hardwood floors, large stone wood burning fireplace and marble flagstone flooring in the den. Enjoy this stately home and find yourself sitting and rocking on a summer evening on the large front eranda. This home exudes pure Southern charm

ACTS

- Lot: 2.3 acres
- Single Family
- Built in 1932
- 395 days on Zillow
- Views since listing: 3,012
- All time views: 4,021
- 69 shoppers saved this home
- Cooling: Central
- Heating: Heat pump, Other
- Last sold: Nov 2007 for \$305,000



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roperty Details

Schools & Neighborhood

Property History

roperty Details

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Email

Phone (optional)

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Greeneville

City in Tennessee

Overview Prices Demographics

Avg Home Price

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\$92,500

Popular Searches

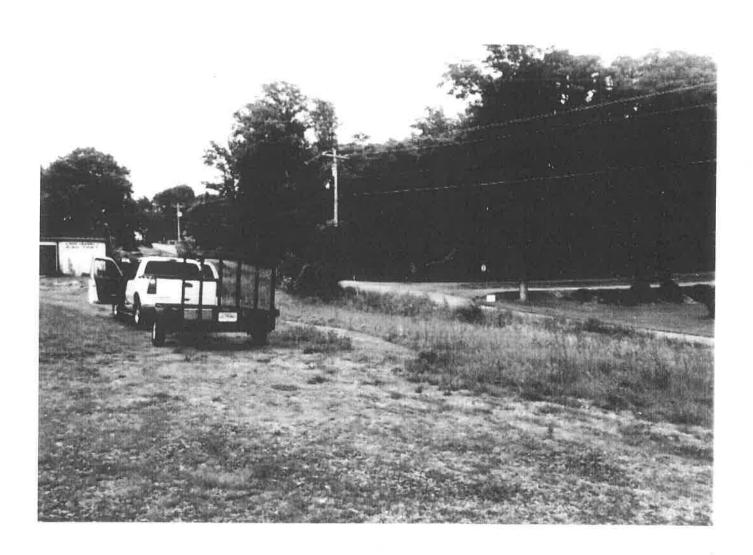
Newest Listings Price Reduced Waterfront

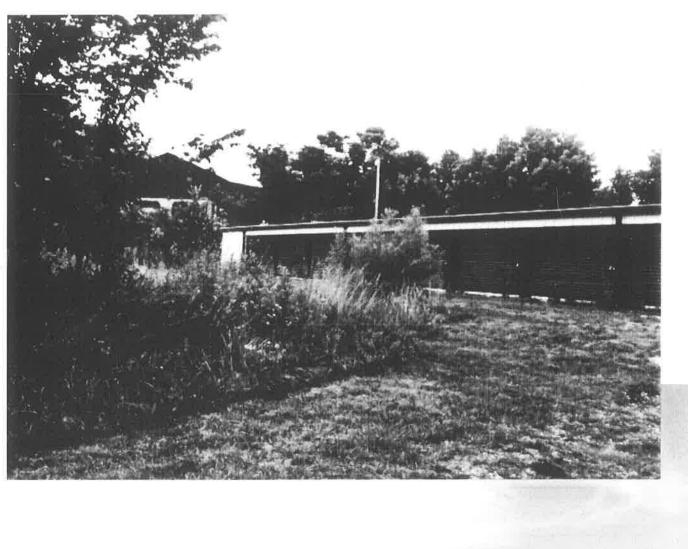
Basement RV/Boat Parking Open Houses Swimming Pool Two Car Garage

Single Story





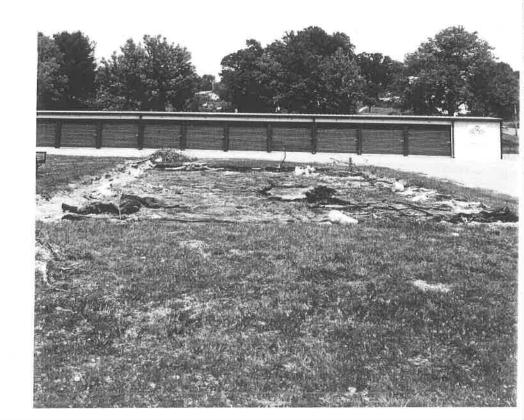






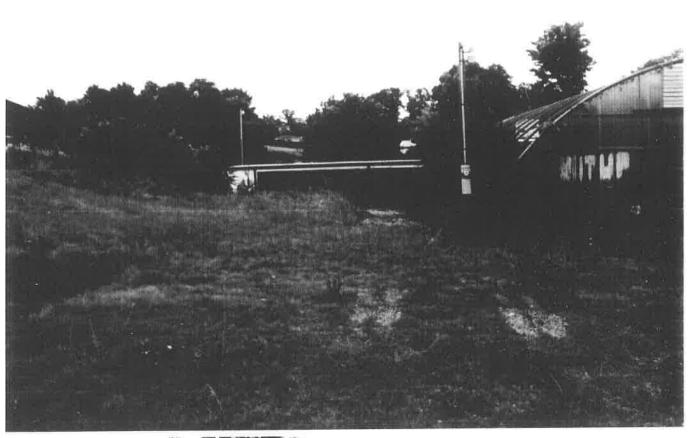


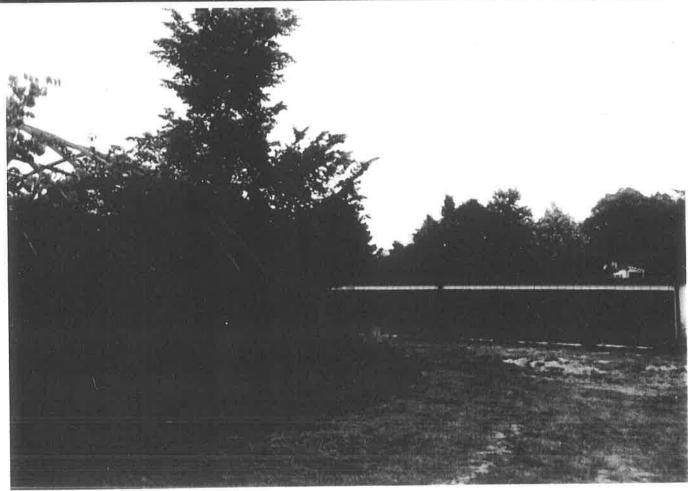






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○ 1/1 **○** Map

Get Un Town Pleas relations Countries

Property Details

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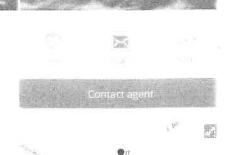
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FOR SALE \$309,500

st. Mortgage: \$1,098/mo

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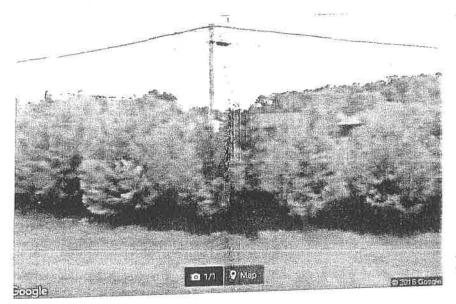


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Popular Searches

Newest Listings Price Reduced Waterfront Basement RV/Boat Parking Open Houses Swimming Pool Two Car Garage Single Story

RESOLUTION TO AUTHORIZE ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT TOTALING \$807,000

whereas, the Greene County Board of Education desires the Greene County Commission to enter into a Loan Agreement with the Energy Efficient Schools Council in the amount of eight hundred seven thousand dollars (\$807,000) for a term of six and ½ (6½) years at point seven five percent (.75%) interest to finance the replacement of the lighting systems at the four (4) Greene County High Schools and; and

WHEREAS, the Greene County Board of Education has determined that doing so will provide energy efficiency and cost savings to the School System; and

WHEREAS, the Energy Efficiency School Council is authorized to provide funding to local governments to make schools more energy efficient; and

NOW, THEREFORE; be it resolved by the Greene County Legislative Body that the County Mayor and all other appropriate officials of Greene County, Tennessee, be and are hereby authorized to execute all necessary documents with the State of Tennessee Energy Efficient Schools Council relative to the Loan Agreement in the amount of eight hundred seven thousand dollars (\$807,000) for a term of six and ½ (6½) years at point seven five percent (.75%) interest, a copy of the same being attached hereto as "Exhibit 1" and incorporated by reference as set forth herein at length verbatim for the purposes of financing the replacement of the lighting systems at the four (4) Greene County High Schools, meeting in regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative.

	Budget and Finance Committee
County Mayor	Sponsor
	Roger a Vools
County Clerk	County Attorney



EXHIBIT 1

ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the day of
2016, by and between the Energy Efficient Schools Council (the "Lender") and Greene County,
Tennessee (the "Borrower") for the benefit of Greene County Schools, to provide for the
financing of all or a portion of a qualifying capital outlay project (the "Project").

ARTICLE 1 Definitions

Section 1.01. <u>Defined Terms</u>. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Greene County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

- (b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;
- (c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;
- (d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;
- (e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and
- (f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

"Date of Disbursement" means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

"Event of Default" means any event defined in Section 6.01 hereof.

"Fund" means the energy efficient schools council fund established as a separate account in the State treasury.

"Lender" means the twelve (12) member energy efficient schools council established by the Act.

"Loan" means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

"Loan Administrator" means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

"Loan Agreement" means this Loan Agreement as it now exists and as it may thereafter be amended.

"Loan Repayments" means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

"Loan Repayment Dates" means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on

the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit D** attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

"Project" or "Projects" means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

"State" means the State of Tennessee.

Section 1.02. <u>Interpretation</u>. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word "person" shall include the plural as well as the singular number unless the context shall otherwise indicate; the word "person" also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2 Project

Section 2.01. <u>Description</u>. The Project shall include a complete LED lighting retrofit at Chuckey-Doak High School, North Greene High School, South Greene High School, and West Greene High School. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

Loan from the Fund	\$ 807,000
Local Funds	\$ 0.00
Other Funds [list]	\$ 0.00
TOTAL	\$ 807,000

ARTICLE 3 The Loan

Section 3.01. <u>Loan</u>. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$807,000 for a term of 6.5 Years. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. <u>Use of Proceeds by the Borrower</u>. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. <u>Disbursements of Loan Proceeds</u>. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. <u>Completion of the Projects</u>. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4 Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. <u>Time and Manner of Payment</u>. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants. conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. <u>Reduction of Principal</u>. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. <u>Prepayment</u>. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5 Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

- (a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.
- (b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.
- (c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.
- (d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.
- (e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

- (f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.
- (g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.
- (h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.
- (j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6 Events of Default

- Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:
- (a) payments required by Sections 4.01 through 4.04 are not paid punctually when due;
- (b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to

commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

- (c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7 Conditions Precedent to Loan

Section 7.01. <u>Borrower's Certificate</u>. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. <u>Attorney's Opinion</u>. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid

and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8 Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. <u>Non-Waiver by Lender</u>. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. <u>Amendments, Changes and Modification</u>. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. <u>Severability</u>. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. <u>Notices and Demands</u>. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at Greene County Mayor, 204 North Cutler Street, Suite 206, Greeneville, Tennessee 37745, or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 10th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. <u>Headings and References</u>. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. <u>Successors and Assigns</u>. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. <u>Multiple Counterparts</u>. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8. 12. <u>Loan Administrator</u>. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

Signatures on Following Page

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

BORRO	WER	
NAME:	Greene County Tennessee	
BY: TITLE: DATE:	Mayor of Greene County	(Signature)
<u>LENDEI</u>	_	
ENERGY	EFFICIENT SCHOOLS COUNCIL	
BY: TITLE: DATE:		(Signature)

EXHIBIT A

REQUISITION

REQUISITION NO
Energy Efficient Schools Council
The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated, 2016, by and between the Energy Efficient Schools Council and Greene County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:
1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$
2. All amounts advanced hereunder will be used to pay Cost of the Project, a defined in the Loan Agreement.
3. The amounts requested hereunder have not been the subject of a previous reques for disbursement of funds.
4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.
5. The amount requested should be wired to:
Bank:
It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.
IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, thisday of,
GREENE COUNTY, TENNESSEE Name:
Title:
Funding Date:,

After execution,	fax the	Requisition	as follows.

Attn:	
(615)	(Office Confirm)
(615)	(FAX)

EXHIBIT B

COMPLETION CERTIFICATE

Agreement ("Loan Agreement"), dated Efficient Schools Council and Greene C Completion Certificate on behalf of the	Borrower Representative within the meaning of that Loan, 2016, by and between the Energy County, Tennessee (the "Borrower"), submits this Borrower pursuant to Section 3.04 of the Loan
Agreement, as follows:	
	of funds under the Loan Agreement will be requested equisitions for disbursement of funds will be presented to
	to be financed with the proceeds of the Loan under the or sufficient funds are available to complete the Project or wer; and
	this Certificate is given without prejudice to any rights the date hereof or which may subsequently come into
IN WITNESS WHEREOF, the day of	undersigned has hereunto set his (her) hand this
	GREENE COUNTY, TENNESSEE Name:

EXHIBIT C

DESCRIPTION OF PROJECT

The Project shall include a complete LED lighting retrofit at Chuckey-Doak High School, North Greene High School, South Greene High School, and West Greene High School. All work will be in accordance with the Loan Application filed with the Lender by Greene County Schools and dated April 7, 2016. Said application is by reference, incorporated into this loan agreement, and any modification of the scope or changes in equipment must be approved by the Lender prior to execution of the work.

EXHIBIT D

REPAYMENT SCHEDULE

To Be Furnished by Comptroller's office

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity: Name: GREENE COUNTY GOVERNMENT		
204 NORTH OUT ER OTREET		
Address GREENEVILLE, TN 37745		
ENERGY EFFICIENT COLLOCI O INITATIVE LOAN ACCESSION OF THE COLLOCAL		
Debt Issue Name: ENERGY EFFICIENT SCHOOLS INITATIVE LOAN AGREEMENT SERIES 2016 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.		
in discosing initially for a program, according to appear of appeares, indicating the nequency required.		
2. Face Amount: \$ 807,000.00		
Premium/Discount: \$		
2 Interest Costs 0.7500		
3. Interest Cost: 0.7500 % Tax-exempt Taxable		
☐TIC ☐NIC		
Variable: Index plus basis points; or		
Variable: Remarketing Agent		
Other:		
4. Debt Obligation:		
TTRAN TRAN TCON		
BAN DCRAN DGAN		
Bond VLoan Agreement Capital Lease		
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note		
with the filing with the Office of State and Local Finance ("OSLF").		
F Dodings.		
5. Ratings:		
Unrated		
Moody's Standard & Poor's Fitch		
6. Purpose:		
BRIEF DESCRIPTION		
General Government%		
Education LIGHTING SYSTEM WITH LED LIGHT AT HIGHSCHOOL		
Utilities%		
Other%		
Refunding/Renewal%		
7. Security:		
✓ General Obligation ☐ General Obligation + Revenue/Tax		
Revenue Tax Increment Financing (TIF)		
Annual Appropriation (Capital Lease Only) Other (Describe):		
8. Type of Sale:		
Competitive Public Sale Interfund Loan		
Negotiated Sale Negotiated Sale Loan Program ENERGY EFFICENCY SCHOOL COUNCIL		
Informal Bid		
LI mormal did		
9. Date:		
Dated Date: Issue/Closing Date:		
Dated Date:Issue/Closing Date:		

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

Year	Amount	Interest Rate
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
25	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

If more space is needed, attach an additional sheet.

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

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

11. Cost of Issuance and Professionals:		
No costs or professionals		
_	AMOUNT	FIRM NAME
	(Round to nearest \$)	
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
4	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$0	
Credit Enhancement Fees	\$0	
Bank Closing Costs	\$ 0	
Underwriter's Discount%		·
Take Down	\$0	
Management Fee	\$0	
Risk Premium	\$0	
Underwriter's Counsel	\$0	
Other expenses	\$0	**************************************
Printing and Advertising Fees	\$0	
Issuer/Administrator Program Fees	\$0	
Real Estate Fees	\$0	
Sponsorship/Referral Fee	\$0	
Other Costs	\$0	
TOTAL COSTS	\$0	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:
No Recurring Costs
AMOUNT FIRM NAME
(Basis points/\$) (If different from #11) Remarketing Agent
Paying Agent / Registrar
Trustee
Liquidity / Credit Enhancement Escrow Agent
Sponsorship / Program / Admin
Other
13. Disclosure Document / Official Statement:
_
None Prepared
EMMA link
Copy attached
14. Continuing Disclosure Obligations:
Is there an existing continuing disclosure obligation related to the security for this debt?
Is there a continuing disclosure obligation agreement related to this debt?
If yes to either question, date that disclosure is due
15. Written Debt Management Policy:
Governing Body's approval date of the current version of the written debt management policy 12/19/2011
Is the debt obligation in compliance with and clearly authorized under the policy?
is the debt obligation in compliance with and clearly authorized under the policy?
16. Written Derivative Management Policy:
√ No derivative
Governing Body's approval date of the current version of the written derivative management policy
Date of Letter of Compliance for derivative
bate of Letter of Compilance for derivative
Is the derivative in compliance with and clearly authorized under the policy?
17. Submission of Report:
To the Governing Body: on and presented at public meeting held on
Copy to Director to OSLF: on either by:
Mail to: OR Email to:
505 Deaderick Street, Suite 1600 StateAndLocalFinance, PublicDebtForm@cot.tn.gov
James K. Polk State Office Building Nashville, TN 37243-1402
18. Signatures:
AUTHORIZED REPRESENTATIVE PREPARER
Name
Title
Firm
Email
Date

THE GENERAL PURPOSE SCHOOL FUND A RESOLUTION TO AMEND THE GREENE COUNTY SCHOOLS BUDGET TO MOVE \$46,257 FOR TWO CAPITAL OULAY PROJECTS

WHEREAS, the Greene County School System is amending the 2015-2016 Budget to move funds from Diesel to Capital Outlay to complete the North Greene High School Plumbing Project and to Purchase Lockers for the Field House at West Greene High School;

THEREFORE, the following appropriations will be amended:

EXPENDITURES

Account Number	Description	Increase	Decrease
72710 412	Diesel	1	46,257.00
76100 707	Building Improvements	46,257.00	-
	TOTAL EXPENDITURES	\$ 46,257.00	\$ 46,257.00

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 20th day of June 2016, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

County May	or	<u>Dale Tu</u> Sponso		
Rog	era Woo	loe		
	County Attorney	$\overline{}$	County Clerk	

A RESOLUTION TO AMEND THE FYE JUNE 30, 2016 FISCAL YEAR SOLID WASTE FUND TO BUDGET \$34,500 DECREASE IN DIESEL FUEL AND INCREASE IN DISPOSAL FEES

WHEREAS, during the year the Solid Waste Fund has experienced an increase in the volume of tires that must be disposed, and

WHEREAS, this has resulted in an increase in the total disposal fees that must be paid to take care of these tires, and

WHEREAS, the Transfer Station department line item for disposal fees has exhausted the total amount budgeted for that purpose, and

whereas, the decline in diesel fuel has resulted in substantial savings for the Sanitation Management department and the estimated costs for the year has resulted in surplus funds that the Director of Solid Waste wishes to budget for the unanticipated increase and costs of tire disposals, and

THEREFORE, let the Solid Waste Fund budget be amended as follows:

DECREASE BUDGETED EXPENDITURES

55710	Sanitation Management	
412	Diesel Fuel	\$ 34,500
Total Dec	rease in budgeted expenditurese:	\$ 34,500

INCREASE APPROPRIATIONS

55733 Transfer Stations	
359 Disposal Fees	\$ 34,500
Total Increase in Appropriations	\$ 34,500

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

	Budget and Finance Committee	
County Mayor	Sponsor	
	Roger C () and	

County Clerk

County Attorney

A RESOLUTION TO AMEND THE GREENE COUNTY GENERAL FUND BUDGET TO TRANSFER \$72,000 FROM THE SHERIFF'S DEPARTMENT TO THE JAIL DUE TO AN ANTICIPATED INCREASE IN INMATE MEDICAL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS, the Greene County Sheriff's Department desires to transfer

funds from Diesel and Gasoline to the Jail for Medical and

Dental and Drugs and Medical supplies and

WHEREAS, the medical and dental services provided to inmates has

exceeded the original budget and

THEREFORE, let the Greene County General Fund budget be amended as

follows:

DECREASE BUDGETED APPROPRIATIONS

54110 Sheriff's Department

412 Diesel Fuel \$ 2,000

425 Gasoline 70,000

Total adjustment to budgeted appropriations: \$ 72,000

¥11

INCREASE BUDGETED APPROPRIATIONS

County Clerk

54210 Jail

340 Medical and Dental Service \$ 59,000

Drugs and Medical Supplies 13,000

Total adjustment to budgeted appropriations: \$ 72,000

NOW, THEREFORE; be it resolved by the Green County Legislative Body meeting in

the regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget

be amended as above.

Budget and Finance Committee
County Mayor Sponsor

Roger a Woolsey

County Attorney

A RESOLUTION TO AMEND THE GREENE COUNTY GENERAL FUND BUDGET \$905 FOR THE PROCEEDS RECEIVED FROM THE SALE OF A SEIZED VEHICLE AND SURPLUS EQUIPMENT BY THE SHERIFF'S DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS,

the Greene County Sheriff's Department has received proceeds from the sale of a seized vehicle and surplus radio equipment in the amount of \$905 in the current fiscal year and

WHEREAS,

the Greene County Sheriff's Department wishes to expend those funds during the current fiscal year and

THEREFORE,

let the Greene County General Fund budget be amended as follows:

INCREASE BUDGETED REVENUES

42910		Proceeds from Confiscated Property	\$ 646
44530		Sale of Equipment	259
Total adjustment to budgeted revenue:		\$ 905	

INCREASE BUDGETED APPROPRIATIONS

54120

Special Patrols

716

Law Enforcement Equipment

\$ 905

Total adjustment to budgeted appropriations:

\$ 905

NOW, THEREFORE;

be it resolved by the Green County Legislative Body meeting in the regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

Budget and Finance Committee
County Mayor Sponsor

Roger C Vooley

County Clerk

A RESOLUTION TO AMEND THE FYE JUNE 30, 2016 FISCAL YEAR GENERAL FUND TO BUDGET \$2,943 DECREASE IN MEDICAL INSURANCE IN THE CHANCERY COURT AND INCREASE IN PROBATE COURT FOR THE SAME AMOUNT

WHEREAS. due to the recent death of an employee in the Chancery Court, the spouse, who is an employee in the Probate Court, has enrolled as a covered employee in the Greene County Health Insurance: and this has resulted in an increase in the medical insurance WHEREAS. expense in the Probate Court and a decrease of insurance in the Chancery Court for the remainder of the fiscal year; and THEREFORE, let the General Fund budget be amended as follows: DECREASE BUDGETED EXPENDITURES 53400 Chancery Court Medical Insurance 207 2.943 Total Decrease in budgeted expenditures: 2.943 **INCREASE APPROPRIATIONS** 53800 Probate Court Medical Insurance 207 **Total Increase in Appropriations** NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above. Budget and Finance Committee County Mayor Sponsor

County Attorney



County Clerk

A RESOLUTION TO AMEND THE FYE JUNE 30, 2016 FISCAL YEAR GENERAL FUND TO BUDGET \$38,000 INCREASE IN ANTICIPATED WHEEL TAX COLLECTIONS ABOVE THE ORIGINAL AMOUNT BUDGETED

WHEREAS, Greene County Legislative Body has adopted an increase in Wheel Tax during the fiscal year ended June 30, 2015 in which a portion is restricted specifically for the support of the Greene County Volunteer Fire Departments; and

WHEREAS, the anticipated collections of the Wheel Tax are expected to exceed the amount budgeted for the fiscal year 2016 by \$38,000; and

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

INCREASE BUDGETED REVENUES

40240 Wheel Tax Total increase to budgeted revenue:	\$ 38,000 \$ 38,000
INCREASE APPROPRIATIONS	
58500 Contributions to Other Agencies	
316 Contributions - Volunteer Fire	\$ 38,000
Total Increase in Appropriations	\$ 38,000

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

	Budget and Finance Committee		
County Mayor	Sponsor		
	Roger a Warley		
County Clerk	County Attorney		



A RESOLUTION TO AMEND THE FYE JUNE 30, 2016 FISCAL YEAR GENERAL FUND TO BUDGET \$38,880 INCREASE IN ANTICIPATED HOTEL/MOTEL TAX COLLECTIONS ABOVE THE ORIGINAL AMOUNT BUDGETED

- WHEREAS, Greene County Legislative Body has adopted a privilege tax (as amended) commonly known as the Hotel/Motel tax upon transient occupying rooms in Greene County of which one and one-half percent (11/2%) shall be retained in the General Fund for the direct support of industrial development, recruitment, and retention for Greene County and one and one-half percent (11/2%) shall be retained in the General Fund for the direct support and development of tourism for Greene County; and
- WHEREAS, the anticipated collections of the Hotel/Motel Tax are expected to exceed the amount budgeted for the fiscal year 2016 by \$38,880; and
- WHEREAS, the Greene County Legislative Body budgets in the Tourism department and the Industrial Development department contributions to the Greeneville Greene County Partnership contributions equal to the total Hotel/Motel Tax collections, less the Trustee Commission, for these programs performed by the Greeneville Greene County Partnership: and

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

INCREASE BUDGETED REVENUES

40220 Hotel/Motel Tax	\$ 38,880
Total adjustment to budgeted revenue:	\$ 38,880
INCREASE APPROPRIATIONS	
58110 Tourism	
316 - Contributions	\$ 19,440
58120 Industrial Development	
316 Contributions	19,440
Total Increase in Appropriations	\$ 38,880

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

	Budget and Finance Committee
County Mayor	Sponsor
·	Roger a Voulsey
County Clerk	County Attorney

A RESOLUTION TO AMEND THE GREENE COUNTY GENERAL FUND BUDGET \$1,600 FOR THE RECOVERY OF FUNDS FROM THE U.S. FORESTRY SERVICE FOR USE OF EQUIPMENT TO THE GREENE COUNTY EMS DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS,

the Greene County EMS Department has been reimbursed by the U.S Forestry for use of equipment during the recent fire in

the amount of \$1,600 in the current fiscal year and

WHEREAS,

the Greene County EMS Department wishes to expend those

funds during the current fiscal year and

THEREFORE,

let the Greene County General Fund budget be amended as

follows:

INCREASE BUDGETED REVENUES

47680	Forest Service	\$_	1,600
Total adjustment	to budgeted revenue:	\$	1,600

INCREASE BUDGETED APPROPRIATIONS

55130	Emergency Medical Services			
	187	Overtime Pay	\$	1,355
	201	Social Security		84
	204	State Retirement		141
	212	Employer Medicare		20
Total adjustment to budgeted appropriations:			\$	1,600

NOW, THEREFORE;

be it resolved by the Green County Legislative Body meeting in the regular session this 20th day of June, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

	Budget and Finance Committee		
County Mayor	Sponsor		

Roger a. Voule County Attorney

County Clerk