

AGENDA
GREENE COUNTY LEGISLATIVE BODY

Monday, March 20, 2017

6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, March 20, 2017 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Jason Cobble
- *Pledge to Flag - Boy Scout Troop 94
- *Roll Call

Proclamation

- Proclamation for Agriculture Week

Public Hearing

- Joel Hausser

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee minutes

Election of Notaries

Old Business

Resolutions

- A. A resolution of the Greene County legislative body authorizing the appropriation of \$25,696 from the Solid Waste Unassigned Fund balance for the awarding of the Recycling Equipment Grant to purchase dumpsters
- B. A resolution of the Greene County legislative body authorizing the appropriation of \$110,000 from the General Fund Unassigned Fund balance for the awarding of the Special Needs Funding Grant for the additions of a covered walk and parking lot improvements
- C. A resolution to amend the FY 2017 General Fund budget by moving \$93,916 from the restricted fund balance to the Greene County Health Department for building improvements
- D. A resolution authorizing the expenditure of funds from the General Capital Projects fund for the costs related to the repair of the Greene County Election Commission steps in the amount of \$10,000 for the FYE June 30, 2017
- E. A resolution authorizing the expenditure of funds from the General Capital Projects fund for the costs related to the repair of the Greene County Courthouse steps in the amount of \$10,000 for the FYE June 30, 2017
- F. A resolution to budget for \$3,234 in revenue received from the sale of a 2000 F-150 in Fund 171 - General Capital Projects for the fiscal year ending June 30, 2017
- G. A resolution to budget for \$500 in revenue received from the sale of a storage unit in Fund 171 - General Capital Projects for the fiscal year ending June 30, 2017
- H. A resolution to sale land purchased by Greene County at the delinquent sale
- I. A resolution authorizing the County Mayor to enter into a lease agreement for the "wetlands" owned by Greene County adjacent to the Wal-Mart Regional Distribution Center
- J. A resolution authorizing the County Mayor to enter into an agreement to compensate the duly appointed Greene Juvenile Magistrate

Other Business

- Update from Mayor Crum

Adjournment

Closing Prayer - Commissioner Wade McAmis

**PROCLAMATION
DECLARING WEEK OF MARCH 20, 2017
AS AGRICULTURE WEEK
WITH MARCH 21, 2017 AS AGRICULTURE DAY
IN GREENE COUNTY, TENNESSEE**

WHEREAS, agriculture has been and continues to be the backbone of the community and of the economy and is a vital industry not only in Greene County, but in the United States as a whole; and

WHEREAS, agriculture remains largely unseen, because farmers have been spectacularly successful in providing food, fiber, energy, jobs and a lifestyle not only to the citizens of Greene County, but to the entire Nation; and

WHEREAS, Greene County is ranked number one (#1) of the ninety-five (95) counties in the State of Tennessee in total cows (70,713) and calves and total dairy cows, first in the production of grass hay and alfalfa hay (in excess of 60,000 acres) and is a leading producer of broilers (14 million), tobacco (1000 acres with 1.65 million pounds produced), vegetables, sheep and goats, and horses, as well as other agriculture pursuits; and

WHEREAS, Greene County has 2529 farms with an agriculture value of \$72.5 million from livestock and \$13.1 million from crops for a total of \$85.6 million in agriculture value with a total value to our local economy of \$513.6 million; and

WHEREAS, Greene County farm families consider that their land is more than their livelihood, it is their legacy, in providing and allowing our local families along with other farmers across this great nation to feed not only our country by the world; and

WHEREAS, in recognition of the importance of agriculture and its farmers to this community, I, David Crum, County Mayor, do hereby proclaim the week of March 20, 2017 as Agriculture Week with March 21, 2017 as Agriculture Day in Greene County, Tennessee and ask that all citizens of Greene County join with me in congratulating all farmers and farm families for a job well done in assisting other farmers across this great nation in feeding not only our country but the world in providing jobs and strengthening our local economy through agriculture production and its supporting industries and providing a lifestyle for growing families that makes Greene County a great place to live and work.

County Mayor

Date



REGULAR COUNTY COMMITTEE MEETINGS

<u>MARCH 2017</u>				
<u>WEDNESDAY, MARCH 1</u>	1:00 P.M.	BUDGET & FINANCE		ANNEX
WEDNESDAY, MARCH 8	2:00pm -- 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE		ANNEX (CLERK'S ROOM)
TUESDAY, MARCH 14	1:00 P.M.	PLANNING		ANNEX
MONDAY, MARCH 20	6:00 P.M.	COUNTY COMMISSION MEETING		COURTHOUSE
WEDNESDAY, MARCH 22	8:30 A.M.	ZONING APPEALS (IF NEEDED)		ANNEX
MONDAY, MARCH 27	9:00 A.M.	AIRPORT AUTHORITY		TOWN HALL
MONDAY, MARCH 27	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)		HIGHWAY DEPT
TUESDAY, MARCH 28	8:30 A.M.	INSURANCE COMMITTEE		ANNEX
<u>APRIL 2017</u>				
<u>MONDAY, APRIL 3</u>	3:30 P.M.	EDUCATION COMMITTEE		CENTRAL SCHOOL OFFICE
WEDNESDAY, APRIL 5	1:00 P.M.	BUDGET & FINANCE		ANNEX
TUESDAY, APRIL 11	8:30 A.M.	RANGE OVERSITE COMMITTEE		ANNEX
TUESDAY, APRIL 11	1:00 P.M.	PLANNING		ANNEX
WEDNESDAY, APRIL 12	2:00pm -- 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE		ANNEX (CLERK'S ROOM)
THURSDAY, APRIL 13	3:00 P.M.	EMS BOARD		ANNEX
FRIDAY, APRIL 14	HOLIDAY	ALL OFFICES CLOSED		
SATURDAY, APRIL 15	HOLIDAY	CLERK'S OFFICE CLOSED		
MONDAY, APRIL 17	6:00 P.M.	COUNTY COMMISSION MEETING		COURTHOUSE
WEDNESDAY, APRIL 19	3:00 P.M.	ANIMAL CONTROL		ANNEX
MONDAY, APRIL 24	9:00 A.M.	AIRPORT AUTHORITY		TOWN HALL
MONDAY, APRIL 24	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)		HIGHWAY DEPT
TUESDAY, APRIL 25	8:30 A.M.	INSURANCE COMMITTEE		ANNEX
WEDNESDAY, APRIL 26	8:30 A.M.	ZONING APPEALS (IF NEEDED)		ANNEX

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

2017 GREENE COUNTY SOLID WASTE ANNUAL REPORT

MONTH	TONS	LOADS	MILES	MAN HRS	SUPV HRS
JANUARY	1588.68	286	19107	1400	352
FEBRUARY	1322.14	259	18005	1318	320
MARCH					
1ST QUARTER	2910.82	545	37112	2718	672
APRIL					
MAY					
JUNE					
2ND QUARTER	0	0	0	0	0
JULY					
AUGUST					
SEPTEMBER					
3RD QUARTER	0	0	0	0	0
OCTOBER					
NOVEMBER					
DECEMBER					
4TH QUARTER	0	0	0	0	0
ANNUAL TOTALS	2910.82	545	37112	2718	672


RESPECTFULLY SUBMITTED



GREENE CO. SOLID WASTE RECYCLING REVENUES

	F/Y 01-02	F/Y 02-03	F/Y 03-04	F/Y 04-05	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	\$ 7,397.81	\$ 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
OCT.	\$ 1,459.79	\$ 2,420.25	\$ 4,064.38	\$ 4,602.77	\$ 5,787.17	\$ 6,596.01	\$ 9,719.87	\$ 7,399.69	\$ 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
MAY	\$ 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
+ or -		\$ 7,068.98	\$ 10,530.27	\$ 19,631.18	\$ 14,454.19	\$ 14,428.16	\$ 32,934.25	\$ (20,772.87)	\$ 40,754.23	\$ 17,383.11
JULY	F/Y 11-12	F/Y 12-13	F/Y 13-14	F/Y 14-15	F/Y 15-16	F/Y 16-17	F/Y 17-18			
JULY	\$14,053.22	\$12,918.52	\$ 12,594.88	\$ 12,985.95	\$ 12,122.40	\$8,553.17				
AUG.	\$17,047.10	\$11,200.00	\$ 13,480.47	\$ 12,717.90	\$ 8,539.30	\$9,097.00				
SEPT.	\$13,384.30	\$9,697.74	\$ 8,967.55	\$ 10,358.66	\$ 7,913.55	\$9,676.00				
OCT.	\$14,994.80	\$8,293.05	\$ 11,604.96	\$ 8,481.24	\$ 6,486.84	\$8,031.73				
NOV.	\$12,799.45	\$9,946.43	\$ 8,875.43	\$ 6,280.25	\$ 7,857.00	\$8,420.68				
DEC.	\$12,539.80	\$7,430.86	\$ 7,265.10	\$ 6,547.96	\$ 4,911.52	\$9,128.49				
JAN.	\$10,615.38	\$8,292.15	\$ 5,679.60	\$ 4,684.04	\$ 4,073.94	\$7,756.45				
FEB,	\$8,951.61	\$5,814.54	\$ 3,834.35	\$ 2,820.56	\$ 4,787.45	\$4,359.83				
MAR.	\$14,741.05	\$8,714.98	\$ 11,318.40	\$ 4,945.30	\$ 8,823.57					
APR.	\$14,047.37	\$11,873.97	\$ 12,070.81	\$ 7,862.69	\$ 9,564.07					
MAY	\$15,928.89	\$9,612.91	\$ 9,689.90	\$ 4,501.91	\$ 10,538.16					
JUN	\$12,918.52	\$11,293.10	\$ 10,313.59	\$ 751.41	\$ 10,367.10					
TOTALS	\$162,021.49	\$115,088.25	\$115,695.04	\$82,937.87	\$95,984.90	\$65,023.35				
+ or -	\$3,571.73	(\$46,933.24)	\$606.79	(\$32,757.17)	\$13,047.03					

RESPECTFULLY SUBMITTED



2017 GREENE COUNTY SOLID WASTE RECYCLING REPORT

	FOUNDRY	OMNI	TIRE	TIRE	CARD	NEWS	BATTERYS	ALUMINUM	PLASTIC	USED OIL	BUSINESS	ELECTRONIC	FENCE
	METAL	METAL	COUNT	TONS	BOARD	PAPERS	45 LBS EA.	ALUMINUM	PLASTIC	7.62 GAL	PICK-UPS	WASTE	WIRE
JANUARY		63,160	2719	32.48	74020	34060		2240	10520	4930	497		
FEBRUARY		64280	2463	31.93		32020	3085		12700	1070	473		2520
MARCH													
APRIL													
MAY													
JUNE													
JULY													
AUGUST													
SEPTEMBER													
OCTOBER													
NOVEMBER													
DECEMBER													
TOTALS LBS	0	127440			74020	66080	3085	2240	23220			0	2520
TOTAL GAIS										6000			
TOTAL NO.			5182								970		
TOTAL TONS				64.41									

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	1351.68	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
INC/DEC		-2321.9	-1036.47	1602	4817	-424.43	965.04	738.49	450.23	315.39	599.68	144.86
YEAR	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JAN	1671.59	1592.9	1510.56	1411.2	1318.01	1426.29	1502.39	1477.64	1268.01	1372.21	1218.36	1588.68
FEB	1310.7	1291.25	1407.25	1335.2	1203.19	1349.37	1369.87	1279.52	1322.03	993.25	1484.23	1322.14
MAR	1652.9	1587.7	1631.55	1591.86	1654.33	1624.23	1558.28	1318.91	1437.38	1676.69	1655.93	
APR	1574.3	1599.4	1642.17	1554.72	1637.95	1543.09	1533.54	1754.96	1497.76	1493.74	1502.63	
MAY	1799.1	1660.71	1591.6	1563.18	1461	1674	1611.83	1588.53	1513.15	1531.94	1660.62	
JUNE	1619.8	1567.79	1536.92	1666.49	1671.3	1666.9	1430.61	1432.49	1467.25	1567.74	1557.82	
JULY	1641.85	1762.78	1638.3	1733.26	1618.47	1565.53	1689.65	1723.79	1619.64	1550.89	1543.77	
AUG	1737.5	1653.7	1518.1	1642.1	1664.7	1717.52	1582.07	1544.82	1485.84	1523.57	1688.71	
SEPT	1595.68	1427.8	1633.07	1547.15	1566.26	1526.99	1373.89	1491.61	1502.65	1443.91	1535.51	
OCT	1647.18	1691.8	1473.17	1502.79	1478.76	1472.19	1576.89	1464.57	1486.05	1443.52	1512.87	
NOV	1600.78	1535.35	1288.52	1546.17	1596.78	1551.89	1440.47	1298.28	1211.1	1497.7	1535.16	
DEC	1506.5	1622.56	1719.3	1584.7	1364.97	1475.27	1437.4	1608.71	1592.08	1634.3	1614.03	
TOTAL	19357.9	18993.7	18590.51	18678.82	18235.72	18593.27	18106.89	17983.83	17402.94	17729.5	18509.6	2910.82
INC/DEC	718.94	-364.14	-286.23	-28.69	-443.1	357.55	-486.38	-123.06	-580.89	326.56	780.1	

GCSW 2016-2017 REVENUES

	METAL	C.W.T.	REVENUE	OCC	REVENUE	REVENUE	O.N.P.	REVENUE	REVENUE	BUSINESS	BUSINESS	
	FOUNDRY			WGT	TON		W.G.T.	TON		EMPTYED	@	REVENUE
JULY	71390	\$ 6.00	\$4,283.40	71960	\$ 100.00	\$ 3,598.00	30420	\$ 0.018	\$ 547.57	548	\$27.50	\$ 15,070.00
AUGUST	90010	\$ 6.00	\$5,400.60	38660	\$ 110.00	\$ 2,126.30	33440	\$ 0.018	\$ 627.00	587	\$27.50	\$ 16,142.50
SEPT.	79820	\$ 6.00	\$4,789.20	34220	\$ 110.00	\$ 1,662.10	31360	\$ 0.018	\$ 588.00	540	\$27.50	\$ 14,850.00
OCT	79720	\$ 5.50	\$4,384.60	49480	\$ 110.00	\$ 2,721.40	34300	\$ 0.018	\$ 643.13	537	\$27.50	\$ 14,767.50
NOV	69450	\$ 6.00	\$4,167.00	66260	\$ 110.00	\$ 3,644.30	32500	\$ 0.018	\$ 609.38	492	\$27.50	\$ 13,530.00
DEC	56510	\$ 6.00	\$3,390.60	79720	\$ 120.00	\$ 4,783.20	59480	\$ 0.018	\$ 308.19	514	\$27.50	\$ 14,135.00
JAN				74020	\$ 125.00	\$ 4,626.25	34060	\$ 0.018	\$ 638.63	497	\$27.50	\$ 13,667.50
FEB							32020			473	\$27.50	\$ 13,007.50
MAR											\$27.50	
APR											\$27.50	
MAY											\$27.50	
JUNE											\$27.50	
TOTAL	446900		\$ 26,415.40	414320		\$ 23,161.55	255560		\$ 3,961.90	4188		\$ 115,170.00
				ALUM						PET		
				CANS	LB.	REVENUE	OIL	GALLONS	REVENUE	PLASTIC	LB.	REVENUE
JULY	0									12200		\$ (443.57)
AUG				1060	\$0.51	\$540.60				12591		\$ (507.09)
SEPT	4660	\$0.20	\$932.00	1220	\$0.53	\$646.60				10329		\$ (634.82)
OCT										12800		\$ (600.42)
NOV				1560	\$0.60	\$936.00				13719		\$ (575.73)
DEC												
JAN				2240	\$0.62	\$1,384.40				12210		\$ (519.68)
FEB	3085	0.24	\$740.40									
MAR												
APR												
MAY												
JUNE												
TOTAL	7745		\$ 1,672.40	6080		\$ 3,507.60		0	\$ -	73849		\$ (3,281.31)

GCSW 2016-2017 REVENUES

METAL	C.W.T.	REVENUE	FENCE	PER POUND	REVENUE	RADIATOR	PER-LB	REVENUE	WEST MAIN	REVENUE	COPPER	PER POUND
Omni			4140	\$3.00	\$ 124.20	ALUMI						
			4710	\$0.03	\$141.30							
						780		\$571.60				
			1710	\$0.03	\$ 48.00							
63160	\$7.00	\$4,354.10										
40180	\$6.50	\$2,611.70				475	\$0.47	\$223.25			80	2.19
103340	13.5	\$ 6,965.80	10560		\$ 313.50	1255		\$794.85	0	\$ -	AL/CU	
HDPE			IORNY									
PLASTIC	LB.	REVENUE	ALUMI	LB	REVENUE	E-WASTE	PER-LB	REVENUE	DUMPSTER	REVENUE	RADIATORS	
									120	\$ 2,700.00		
						6380			120	\$ 2,700.00		
									118	\$ 2,655.00		
						4760			118	\$ 2,655.00		
									127	\$ 2,857.50		
			1710	\$0.07	\$598.50				127	\$ 2,857.50		
									127	\$ 2,857.50		
									126	\$ 2,835.00	544	1.12
									126			
									126			
												+
0		\$ -	4250		\$1,487.50	11140	\$0.02	\$0.00		\$22,117.50		

GCSW 2016-2017 REVENUES

REVENUE	TOTAL REVENUE
	\$23,623.17
	\$24,296.40
	\$22,460.90
	\$22,657.93
	\$21,950.68
	\$22,664.99
	\$23,286.48
\$175.20	\$16,017.65
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$176,958.20
	\$2,256.43
	\$3,136.01
	\$4,085.28
	\$2,054.58
	\$3,217.77
	\$3,456.00
	\$3,722.22
609.28	\$4,184.68
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$26,112.97
GRAND TOTAL	\$ 203,071.17

TOTAL TONS PER CENTER
2016-2017

CENTER	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	TONS PER CENTER	COST TO HAUL \$ 37.78/TON	COST TO HAUL \$ 19.37/TON	DIFFERENCE	Rank/Ton
WEST GREENE	68.32	55.48	52.46	58.89	37.13	68.86	17.49	31.19					389.82	\$ 14,474.02	\$ 7,472.85	\$ 15,610.83	1
WEST GREENE	87.7	110.66	99.7	101.57	109.73	106.37	141.62	111.85					869.2	\$ 32,273.40	\$ 16,662.56		2
AFTON	185.09	179.55	170.49	168.18	143.39	169.96	154.89	132					1303.55	\$ 48,400.81	\$ 24,989.05		3
HAL HENARD	61.85	45.76	53.22	63.11	51.6	57.77	58.07	90.97					482.35	\$ 17,909.66	\$ 9,246.65		4
HAL HENARD	45.43	57.32	57.33	41	41.76	44.76	51.59						339.19	\$ 12,594.12	\$ 6,502.27	\$ 6,091.85	5
HORSE CREEK	64.67	66.08	67.97	71.48	61.92	74.86	70.85	58.85					536.68	\$ 19,926.93	\$ 10,288.16		6
SUNNYSIDE	58.45	58.35	46.98	45.38	51.58	55.67	49.49	46.1					412	\$ 15,297.56	\$ 7,898.04		7
WALKERTOWN	66.95	72.1	54.78	67.93	62.7	57.43	61.65	55.77					499.31	\$ 18,539.38	\$ 9,571.77		8
BAILEYTON	23.11	31.25	21.22	17.82	48.88	34.26	28.41	37.29					242.24	\$ 8,994.37	\$ 4,643.74	\$ 4,350.63	9
BAILEYTON	20.87	19.72	22.79	29.14	0	17.9	16.68	5.4					132.5	\$ 4,919.73	\$ 2,540.03		10
WEST PINES	47.66	48.3	46.17	41.88	46.93	46.02	51.2	34					362.16	\$ 13,447.00	\$ 6,942.61		11
ROMEO	52.3	55.62	48.56	51.74	46.98	52.27	53.93	48.16					409.56	\$ 15,206.96	\$ 7,851.27	\$ 7,355.70	12
CROSS ANCHOR	45.39	44.42	45.99	27.13	41.66	51.62	45.35	33.22					334.78	\$ 12,430.38	\$ 6,417.73		13
CROSS ANCHOR				14.75	0								14.75	\$ 547.67	\$ 282.76	\$ 264.91	14
MCDONALD	42.79	50.6	46.54	47.82	41.18	49.67	48.44	43.46					370.5	\$ 13,756.67	\$ 7,102.49	\$ 6,654.18	15
GREYSTONE	44.24	55.83	44.19	42.92	50.86	42.18	50.83	40.85					371.9	\$ 13,808.65	\$ 7,129.32		16
ST. JAMES	43.45	50.94	34.89	36.32	38.81	43.79	37.63	36.84					322.67	\$ 11,980.74	\$ 6,185.58		17
OREBANK	24.92	26.21	19.11	29.98	23.08	19.37	28.8	24.81					196.28	\$ 7,287.88	\$ 3,762.69		18
OREBANK	5.12		7.44			6.53							19.09	\$ 708.81	\$ 365.96	\$ 342.86	19
CLEAR SPRINGS	17.72	26.75	16	13.89	22.61	22.82	16.03	15.33					151.15	\$ 5,612.20	\$ 2,897.55		20
DEBUSK	39.66	39.43	41.38	34.96	40.74	46.11	44.94	39.83					327.05	\$ 12,143.37	\$ 6,269.55		21
CHUCKEY-DOAK	1.78	7.74	4.8	3.97	6.04		6.61	4.9					35.84	\$ 1,330.74	\$ 687.05		22
MOSHEIM		8.17	16	9.29	7.19	9.54	9.39	8.69					68.27	\$ 2,534.87	\$ 1,308.74	\$ 1,226.13	23
WEST GREENE HS	6.14	6.94	5.78	5.29	0	7.72	7.15	3.75					42.77	\$ 1,588.05	\$ 819.90	\$ 768.15	24
TOTAL TONS	1053.61	1117.22	1023.79	1024.44	974.77	1085.48	1051.04	903.26	0	0	0	0	8233.61	\$ 305,713.94	\$ 157,838.30	\$ 42,665.24	

MCDONALD TO TIDI WASTE=1 MILES
MCDONALD TO GREENEVILLE LANDFILL=22.80 MILES

ROMEO TO LANDFILL=19.10
ROMEO TO TIDI WASTE=21

38.43 19.57
1/1/2017 1/1/2017

SOLID WASTE VEHICLE MILEAGE MARCH 1, 2017

TRUCK #	YEAR	MAKE	MILEAGE	MPG	USE
2	2004	MACK	225149	3.6	FRONT LOADER
3	2013	F-250	76569	11.6	DEMO/METAL
4	1985	IH DUMP	265922	2.58	ROCK TRUCK
5	2001	F-150	147711	14	CENTER TRUCK
6	1997	F-350	235094	6.9	SPARE
7	2000	MACK	256283	4.7	FRONT LOADER
8	1984	FORD	3910 TRAC		
9	2006	MACK	78168	4.7	ROLL OFF
11	2000	FORD VIC	40003	22.7	TRIPS
12	2008	F-250	105377	12.8	CENTER TRUCK
13	1984	C-10	76034		SERVICE
14	2014	MACK	54110	4.4	ROLL OFF
15	2014	MACK	77039	5.3	ROLL OFF
16	2014	MACK	33446	5.4	ROLL OFF
17	2014	MACK	30760	5.3	ROLL OFF
19	2007	FORD	179154	5.3	SERVICE
20	2001	DODGE RAM	196839	16.4	VAN INMATES
21	2007	MACK	103876	5.3	FRONT LOADER
22	2001	F-350	207596	10.3	DEMO/Metal
23	2001	MACK	359396	6.2	FRONT LOADER
24	2001	MACK	269989	4.3	FRONT LOADER
25	2003	F-350	214400	6.5	MAINTENANCE

DOWN

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 MARCH 20, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. PAMELA A BURBANK	499 ST JAMES RD GREENEVILLE TN 37743	423-741-1534	2195 E ANDREW JOHNSON HWY GREENEVILLE TN 37743	423-639-5150	STATE FARM
2. DEANNA M COAKLEY	124 AUSTIN STREET STE 2 GREENEVILLE TN 37745	--	124 AUSTIN STREET STE 2 GREENEVILLE TN 37745	--	
3. KATHY JEAN GOSNELL	124 AUSTIN STREET SUITE 2 GREENEVILLE TN 37745	--	124 AUSTIN STREET SUITE 2 GREENEVILLE TN 37745	423-787-1458	
4. JENNIFER GRAHAM	124 AUSTIN ST SUITE 2 GREENEVILLE TN 37745	--	124 AUSTIN ST SUITE 2 GREENEVILLE TN 37745	--	
5. DIANA HARTMAN	376 ROBERT HARMON ROAD GREENEVILLE TN 37745	423 525 7875	725 CRUM STREET GREENEVILLE TN 37743	423 639 8131	
6. VICTORIA LEA HENSLEY	538 OLIVET MOUNTAIN RD GREENEVILLE TN 37743	423-620-3099	1401 E MAIN ST ROGERSVILLE TN 37857	423-272-0217	
7. LARRY H JONES	400 NORTH IRISH ST GREENEVILLE TN 37745	423-823-0343	400 NORTH IRISH ST GREENEVILLE TN 37745	423-639-5231	
8. TYLER SCOTT MINK	7320 KILBRIDGE DRIVE KNOXVILLE TN 37924	423-416-3200	PO BOX 1989 KINGSPORT TN 37662	423-787-7120	
9. SETILIA E MORELOCK	1040 WEST PINES RD AFTON TN 37616	423-552-8010	400 NORTH IRISH ST GREENEVILLE TN 37745	423-639-5231	
10. ANGELA CAROL ROBERTS	1035 JOCKEY ROAD CHUCKEY TN 37641	--	438 E VANN ROAD, SUITE 301 GREENEVILLE TN 37743	--	
11. SHARON ANNETTE ROLLINS	1050 SUNNYSIDE RD GREENEVILLE TN 37743	423-552-4456	124 AUSTIN ST STE 2 GREENEVILLE TN 37745	423-787-1458	
12. DEBORAH SUSAN SHELTON	875 RIVER VILLAGE LANE AFTON TN 37616	423-972-2323	124 NORTH MAIN STREET GREENEVILLE TN 37743	423-783-1015	YES

Dei Bryant
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE
 3/13/17
 DATE

A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING THE APPROPRIATION OF \$25,696 FROM THE SOLID WASTE UNASSIGNED FUND BALANCE FOR THE AWARDING OF THE RECYCLING EQUIPMENT GRANT TO PURCHASE DUMPSTERS

WHEREAS, the Greene County Mayor's Office received the aforementioned grant, from the Tennessee Department of Environment and Conservation;

WHEREAS, the \$25,696 must first be spent from Unassigned Fund Balance and then be reimbursed from the grant award;

WHEREAS, the Solid Waste Department will buy approximately 32 dumpsters.

DECREASE IN UNASSIGNED FUND BALANCE

39000 UNASSIGNED FUND BALANCE	\$ 25,696
Total Decrease in Unassigned Fund Balance	\$ 25,696

INCREASE IN APPROPRIATIONS

55710 SANITATION MANAGEMENT	
790 Other Equipment	\$ 25,696
Total Increase in Appropriations	\$ 25,696

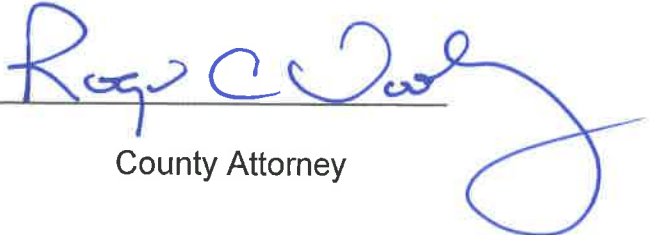
NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget & Finance Committee

Sponsor



County Attorney

A



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date February 1, 2017	End Date January 31, 2022	Agency Tracking # 32701-02941	Edison ID PO _____		
Grantee Legal Entity Name GREENE COUNTY			Edison Vendor ID 0000001530		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end			
Service Caption (one line only) Department of Environment and Conservation – Recycling Equipment Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$17,988.00				\$17,988.00
TOTAL:	\$17,988.00				\$17,988.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		All eligible entities are solicited and the grant contracts are funded based on technical merit of the application.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG EDISON ID 52683	
Speed Chart (optional) EN00016386		Account Code (optional) 71301000			

327.42

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
GREENE COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Greene County, hereinafter referred to as the "Grantee," is for the provision of purchasing recycling equipment, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001530

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Planning and Installation. The Grantee shall perform all approved activities related to the grant project as described and detailed in the Grantee's application. The following scope action steps shall be completed as noted unless approved in writing by the State.
- a. Formal written agreements, between the public and private partners, detailing the partnership and roles of each partner, shall be submitted to the State by the Grantee within 30 days of grant execution.
 - b. Bid package, with equipment specifications for the recycling equipment listed in the approved Attachment 1 grant budget line-item detail (page 13), shall be submitted to the State by the Grantee for review and approval within 60 days of contract execution date. Bidding shall be in accordance with local government bidding practices as noted in section D. STANDARD TERMS AND CONDITIONS, Section D.20. Procurement. Equipment shall be ordered within 30 days of receiving bid approval by the State.
 - c. Equipment shall be installed or made operational, by the Grantee, at the location identified in the grant application promptly upon receiving on site and no later than **December 31, 2017**.
- A.3. Operations. The Grantee shall operate the equipment, purchased pursuant to the goals stated in the grant manual and as detailed in the grant application, for the purpose of increasing collection access and/or processing capacity or for the improvement of existing collection site and/or processing operations.
- A.4. Maintenance. The Grantee shall submit a maintenance plan with the final inspection request that includes a schedule for maintenance or repair of the equipment to ensure proper working order for the terms and conditions of the Grant (5 years). A maintenance log recording preventive and non-preventive maintenance shall be maintained and presented upon request.
- A.5. Final Inspection. The Grantee shall purchase the equipment, complete site preparation, and certify the collection center is fully operational before requesting an inspection by the Division of Solid Waste Management's Environmental Field Office. The Grantee shall contact Division of Materials Management Grant Coordinator to schedule the final inspection once construction and equipment installation are completed and the center is fully operational.
- a. All equipment must be entered into the Grantee's asset inventory and must be identified with markings unique to the granted equipment. This will be completed by the local government and is subject to inspection.

- b. All equipment must be routinely maintained, cleaned and serviced with maintenance logs for the duration of grant. An equipment maintenance log will also be maintained and provided upon request during inspections.
- c. All equipment and facilities funded through this grant must have signage with the following words, "This piece of equipment was funded under a grant from the Tennessee Department of Environment and Conservation." These signs must be in letters at least 1 inch tall and be placed in a publicly visible location.

A.6. Reporting. The Grantee shall maintain records of the tonnages of recovered materials collected and/or processed with the equipment. The Grantee shall report these tonnages in the Municipal Solid Waste Region's Annual Progress Report due March 31.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2017 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventeen Thousand Nine Hundred Eighty Eight Dollars (\$17,988.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
 Division of Solid Waste Management (Grants Administration)
 William R. Snodgrass Tennessee Tower, 14th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.

- (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. **STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Loretta Harrington, Grant Program Manager
Department of Environment and Conservation
Materials Management
William R. Snodgrass Tennessee Tower, 14th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Loretta.Harrington@tn.gov
Telephone # 615-532-0086
FAX # 615-532-0199

The Grantee:

The Honorable Donald L. Crum, Mayor
Greene County
204 North Cutler Street, Suite 206
Greeneville, TN 37745
davidcrummayor@greene-countytn.gov
Telephone # 423-798-1766
FAX # 423-798-1771

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee

shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. RESERVED.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not

practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;

- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. If for any reason, the Grantee fails to comply with the provision of Section A.1. through A.7. of this grant contract, the Grantee shall refund to the State the appropriate share of funding as indicated in the following table:

Up to One (1) Year from Date of Equipment Purchase from third-party vendor	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

GREENE COUNTY:

GRANTEE SIGNATURE

DATE

DONALD L. CRUM, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Recycling Equipment as Indicated Below:	
Sixteen (16) Recycling Containers @ \$1,124.25 ea	\$17,988.00
TOTAL	\$17,988.00

ATTACHMENT 2

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
THE APPROPRIATION OF \$110,000 FROM THE GENERAL FUND UNASSIGNED
FUND BALANCE FOR THE AWARDING OF THE SPECIAL NEEDS FUNDING
GRANT FOR THE ADDITIONS OF A COVERED WALK AND PARKING LOT
IMPROVEMENTS**

WHEREAS, the Greene County Mayor's Office received the aforementioned grant, from the Tennessee Department of Health;

WHEREAS, the \$110,000 must first be spent and then be reimbursed from the grant award;

WHEREAS, the Health Department will build a Covered Walk for Main Patient/Guest Entrance and Repave and Restripe the Upper Level Main Parking Lot

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

DECREASE IN UNASSIGNED FUND BALANCE

39000 UNASSIGNED FUND BALANCE	\$ 110,000
Total Decrease in Unassigned Fund Balance	<u>\$ 110,000</u>

INCREASE IN APPROPRIATIONS

55900 OTHER PUBLIC HEALTH	
791 Other Construction	\$ 110,000
Total Increase in Appropriations	<u>\$ 110,000</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

John Waddle
Sponsor – John Waddle

County Clerk

Roger C. Woolsey
County Attorney

B

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

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

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

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

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

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

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

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

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

Paul Burkey
Sponsor

Leri Bryant
County Clerk

David Lee Allen
County Mayor

Roger A. Woolsey
County Attorney

D.

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

A motion was made by Commissioner Clemmer and seconded by Commissioner Parton to approve a resolution to allocate funds for improvements at the Greene County Health Department.

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, Morrison, Neas, Parton, Patterson, Peters, Quillen, Randolph, Tucker, Waddell, Waddle, and White voted yes. Commissioner Shelton voted no. The vote was 20 – aye; 1 – nay; and 0 – absent. The motion to approve the resolution passed.

Mayor Crum announced that the Commission would be going into close session.

GREENE COUNTY GOVERNMENT



DAVID CRUM, MAYOR

204 North Cutler Street, Suite 206, Greeneville, TN 37745

Office: 423-798-1766 Fax: 423-798-1771

Email: DavidCrumMayor@greene-countytn.gov

June 13, 2016


Ms. Rebekah English
Regional Director
Tennessee Department of Health
185 Treasure Lane
Johnson City, TN 37604

Dear Ms. English:

This is to confirm Greene County Government follows the rules of Tennessee Code Annotated 5-14-108. No competitive bids are required for purchases less than \$10,000. For any purchase made over \$10,000, Greene County solicits sealed bids by advertising at least once in a county-wide paper of circulation at least 5 days before the date of the bid opening.

Please contact me if you have any additional questions about our purchasing procedures.

Sincerely,


David L. Crum
County Mayor



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 11/1/2016	End Date 10/31/2017	Agency Tracking # 34360-64617	Edison ID 51939		
Grantee Legal Entity Name Greene County Government			Edison Vendor ID 1530		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) Special Needs					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$95,000.00				\$95,000.00
2018					
TOTAL:	\$95,000.00				\$95,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
Grants are based on the need of the individual county pursuant to T.C.A. 68-2-901.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CFO USE - GG	
<i>Kay Ummer / ky</i>				GG-17-51939-00	
Speed Chart (optional) HL00000106		Account Code (optional) 71301000			

GREENE COUNTY GOVERNMENT



DAVID CRUM, MAYOR

204 North Cutler Street, Suite 206, Greeneville, TN 37745

Office: 423-798-1766 Fax: 423-798-1771

Email: DavidCrumMayor@greencountytn.gov

June 13, 2016

Ms. Rebekah English
Regional Director
Tennessee Department of Health
185 Treasure Lane
Johnson City, TN 37604

Dear Ms. English:

The purpose of this correspondence is to request special needs funding in the amount of \$95,000 to support necessary renovations to the Greene County Health Department.

After much discussion and review with Shaun Street, County Health Director, it has been determined that the following improvements need to be made to the health department:

1. Addition of covered walk for Main Patient/Guest Entrance. Patients and guests entering the Greene County Health Department do so via the Main Entrance located at ground level on floor one. Unfortunately, due to the physical layout of the property, the closest patient/guest parking is located approximately 100 hundred feet from the main entrance. Also, for those patients/guests who are able to be dropped off curbside, the distance is approximately 35 feet to the main entrance. The distance is problematic for patients presenting with baby strollers and other mobility aids to include wheel chairs, walkers or rollators, and canes. This covered walk would provide additional coverage from environmental elements to include rain and snow when walking to and from their vehicle.

2. Repaving and restriping Upper Level/Main Parking Lot. The current parking lot was paved and striped in 1974 when the health department building was constructed. The parking lot was resealed and restriped as late as 2012. The Greene County Highway Department did install larger speed tables at determined locations in 2013 at the request of the Director since the parking lot is used as a short cut from Church Street to the 11-W Bypass. There has been some patch work paving through the years. The parking curb that runs the full length of the parking from west to east is in need of much repair as it has crumbled and fell apart in several areas.

It is my understanding that the requested funds will be awarded to Greene County which will administer the projects per our County policies and procedures. We further understand that any unexpended funds will be returned to the State.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "David L. Crum".

David L. Crum
County Mayor

**RESOLUTION TO AMEND THE FY 2017 GENERAL FUND BUDGET BY MOVING
\$93,916 FROM THE RESTRICTED FUND BALANCE TO THE GREENE COUNTY
HEALTH DEPARTMENT FOR BUILDING IMPROVEMENTS**

WHEREAS, the Greene County Health Department Building is in need of certain renovations to allow the building to remain structurally sound and to be compliant with the Americans with Disabilities Act. Repairs and improvements will include renovations to public restroom facilities, repair to exterior wall due to cracks in the brick and renovate and construct a pitched roof on the 1986/1988 building additions that are needed due to ongoing water leakage, and

WHEREAS the Greene County Legislative Body approved a resolution on the 15th day of June, 2015 to place in the restricted fund balance funds totaling \$93,916 for the future construction project to correct these problems at the Health Department Building; and

WHEREAS the Health Department Director wishes to expend those funds during the current fiscal year; and

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

INCREASE BUDGETED FUND BALANCES

34585 Restricted for Public Health & Welfare	\$ 93,916
Total Increase in Budgeted Fund Balances	\$ 93,916

INCREASE IN APPROPRIATIONS

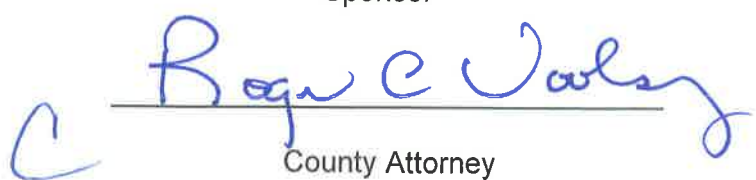
55110 Local Health Center	
304 Architects	\$ 5,000
335 Maintenance & Repairs- Buildings	4,000
707 Building Improvements	84,916
Total Increase in Appropriations	\$ 93,916

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the General Fund budget be amended as above.

County Mayor

John Waddle
Sponsor

County Clerk



County Attorney

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE GENERAL CAPITAL PROJECTS FUND FOR THE COSTS RELATED TO
THE REPAIR OF THE GREENE COUNTY ELECTION COMMISSION STEPS
IN THE AMOUNT OF \$10,000 FOR THE FYE JUNE 30, 2017**

WHEREAS, the Greene County Election Commission steps are in need of repair

WHEREAS, the Greene County General Fund Building Department does not have sufficient funds to cover the costs of said repairs; and

WHEREAS, it has been recommended that Fund 171 – the General Capital Projects Fund budget be amended to provide up to \$10,000 towards the repair of the Election Commission steps

THEREFORE, let the General Capital Funds budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

34785	Assigned for Capital Projects	\$ 10,000
	Total Increase Budgeted Fund Balance	<u>\$ 10,000</u>

INCREASE BUDGETED APPROPRIATIONS

91190	OTHER GENERAL GOVERNMENT PROJECTS	
335	Maintenance and Repairs - Building	\$ 10,000
	TOTAL INCREASE IN APPROPRIATIONS	<u>\$ 10,000</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Sharron Collins
Sponsor

County Clerk

Roger E. Jolley

County Attorney

D

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE GENERAL CAPITAL PROJECTS FUND FOR THE COSTS RELATED TO
THE REPAIR OF THE GREENE COUNTY COURTHOUSE STEPS IN THE
AMOUNT OF \$10,000 FOR THE FYE JUNE 30, 2017**

WHEREAS, the Greene County Courthouse steps are in need of repair

WHEREAS, the Greene County General Fund Building Department does not have sufficient funds to cover the costs of said repairs; and

WHEREAS, it has been recommended that Fund 171 – the General Capital Projects Fund budget be amended to provide up to \$9,500 towards the repair of the Courthouse steps

THEREFORE, let the General Capital Funds budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

34785	Assigned for Capital Projects	\$ 9,500
	Total Increase Budgeted Fund Balance	\$ 9,500

INCREASE BUDGETED APPROPRIATIONS

91190	OTHER GENERAL GOVERNMENT PROJECTS	
335	Maintenance and Repairs - Building	\$ 9,500
	TOTAL INCREASE IN APPROPRIATIONS	\$ 9,500

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Sharron Collins
Sponsor

County Clerk

Roger A. Woolsey

County Attorney

E

**A RESOLUTION TO BUDGET FOR \$3,234 IN REVENUE RECEIVED
FROM THE SALE OF A 2000 F-150 IN FUND 171 – GENERAL CAPITAL
PROJECTS FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

WHEREAS, Fund 171 – General Capital Projects has received proceeds from the sale of a 2000 Ford F-150 in the amount of \$3,234 in the current fiscal year, and

WHEREAS, Fund 171 - General Capital Projects wishes to expend those funds during the fiscal year and

THEREFORE, let the General Capital Funds budget be amended as follows:

INCREASE BUDGETED REVENUES

44530	Sale of Equipment	<u>\$ 3,234</u>
	Total Increase in Revenue	<u><u>\$ 3,234</u></u>

INCREASE BUDGETED APPROPRIATIONS

91190	OTHER GENERAL GOVERNMENT PROJECTS	
706	Building Construction	<u>\$ 3,234</u>
	TOTAL INCREASE IN APPROPRIATIONS	<u><u>\$ 3,234</u></u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Sharron Collins
Sponsor

County Clerk

County Attorney

F.

**A RESOLUTION TO BUDGET FOR \$500 IN REVENUE RECEIVED FROM
THE SALE OF A STORAGE UNIT IN FUND 171 – GENERAL CAPITAL
PROJECTS FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

WHEREAS, Fund 171 – General Capital Projects has received proceeds from the sale of a storage unit used at the old Firing Range in the amount of \$500 in the current fiscal year, and

WHEREAS, the Range Committee wishes to expend those funds during the fiscal year and

THEREFORE, let the General Capital Funds budget for the Firing Range project be amended as follows:

INCREASE BUDGETED REVENUES

44530	Sale of Equipment	\$	500
	Total Increase in Revenue	\$	500

INCREASE BUDGETED APPROPRIATIONS

91190	OTHER GENERAL GOVERNMENT PROJECTS		
790	Other Equipment		
650	Firing Range	\$	500
	TOTAL INCREASE IN APPROPRIATIONS	\$	500

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of March, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

James Randolph
Sponsor

County Clerk

Roger C. Woolsey

County Attorney

6.

**RESOLUTION TO SALE LAND PURCHASED BY GREENE
COUNTY AT THE DELINQUENT TAX SALE**

WHEREAS, Greene County has purchased real property at delinquent tax sales pursuant to T.C.A. § 67-5-2506; and

WHEREAS, T.C.A. § 67-5-2507(b)(1), provides that a committee of four (4) members shall be elected by the county legislative body, from the county legislative body, who, together with the county mayor, shall place a fair price on each tract of land, for which price the same shall be sold; and

WHEREAS, that duly appointed Committee consisting of Lyle Parton, Eddie Jennings, Zak Neas, and Jason Cobble along with the County Mayor advertised for sale the various parcels owned by the County that were purchased at the Delinquent Tax Sale; and

WHEREAS, after reviewing the various bids received for the properties, the Committee determined that while certain bids for certain properties was equal to or more than the outstanding taxes, interest and penalties; and

WHEREAS, bids for other properties were less that the outstanding balance for those properties; and

WHEREAS, after evaluating those properties in which the highest bids were less than the outstanding balance owed, the Property Sales Committee is recommending the sale of the following properties for less than the outstanding taxes, interest and penalties on each respective parcel:

H.

Property Address	Tax Parcel	Taxes Owed	Bid Amount
107 Cress Alley	10th Civil District, Map 098D Parcel 7.0	\$ 2,434.28	\$ 1,000.00
109 Railroad Lane	10th Civil District, Map 098D Parcel 7.01	\$ 3,955.16	\$ 1,510.00
207 Loretta Street	10th Civil District, Map 098F Parcel 11	\$ 3,518.84	\$ 3,501.00
Easterly Road	4th Civil District, Map 105 Parcel 37.03	\$ 1,312.55	\$ 793.10
Davis Street	10th Civil District, Map 098 parcel 19	\$ 3,478.90	\$ 1,500.00
405 Cherry Street	10th Civil District, Map 099 Parcel 017.00	\$ 6,741.15	\$ 3,000.00

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 20th day of March, 2017, a quorum being present and a majority voting in the affirmative that the County Mayor on behalf of Greene County is authorized to sell the above listed parcels of real property for the bid amount above specified.

BE IT FURTHER RESOLVED that the County Mayor is authorized execute such deeds and documents as is necessary to carry out his responsibilities as specified here before.

Property Sales Committee
Sponsor

County Mayor

Roger A. Woolsey

County Attorney

County Clerk

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

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT FOR THE "WETLANDS" OWNED BY GREENE COUNTY ADJACENT TO THE WAL-MART REGIONAL DISTRIBUTION CENTER

WHEREAS, Greene County had leased property adjacent to the Wal-Mart Regional Distribution Center, owned by the County and known as the "Wetlands to the Greene County Fishing and Hunting Club, Inc; and

WHEREAS, the said lease above referred has expired, and a notice was placed in the Greeneville Sun by the County seeking bids from individuals or entities desiring to lease the "Wetlands" on an annual basis; and

WHEREAS, the highest bid received to lease the "Wetlands" was from Shepherd Enterprises in the amount of \$255.00 per year, paid annually and it would appear that it would be advantageous to Greene County and its citizens to lease the "Wetlands" property to that bidder; and

WHEREAS, after reviewing and considering the bids received to lease the "Wetlands", the Property Sales Committee recommends leasing the "Wetlands" property to Shepherd Enterprises, LLC.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in regular session on the 20th day of March, 2017 a quorum being present and a majority voting in the affirmative, that the County Mayor is authorized to enter into a lease agreement with Shepherd Enterprises, LLC for the use of their property located in the 19th Civil District of Greene County, Tennessee known as the "Wetlands" property

I.

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

for a period of one year at an annual rent of \$255.00 per year with the right of the
Greene County Mayor to extend the lease each year under the same terms and
conditions.

Property Sales Committee
Sponsor

County Clerk

County Mayor



County Attorney

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

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO
ENTER INTO AN AGREEMENT TO COMPENSATE THE DULY
APPOINTED GREENE JUVENILE MAGISTRATE**

This Resolution amends and supersedes in its entirety all Resolutions or Regulations concerning any Agreement to Compensate the Duly Appointed Greene County Juvenile Magistrate

WHEREAS, Greene County Legislative Body for a number of years has provided the funding to the Juvenile Court for Greene County to secure the services of an Attorney to act as the Greene County Juvenile Magistrate; and

WHEREAS, David L. Leonard, an experienced and duly licensed practicing attorney in Greene County has served as the Greene County Juvenile Magistrate for a number of years; and

WHEREAS, the salary for the part-time Greene County Juvenile Magistrate has historically been set at Forty Thousand Dollars (\$40,000.00) per year; and

WHEREAS, it would be in the best interests of the citizens of Greene County as well as the Juvenile Court system for Greene County to authorize the County Mayor to enter into a contract with David L. Leonard to secure his services as the Greene County Juvenile Magistrate with an annual compensation of \$40,000.00 per year..

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 20th day of March, 2017, a quorum being present and a majority voting in the affirmative that the County Mayor on behalf of Greene County is authorized to enter into the Agreement with Attorney David L. Leonard to secure his services as the Greene County Juvenile Magistrate with his compensation set at Forty Thousand Dollars (\$40,000.00) per year.

Zak Neas
Sponsor

County Clerk

County Mayor


County Attorney

J.

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