

AGENDA
GREENE COUNTY LEGISLATIVE BODY

Monday, October 17, 2016
6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, October 17, 2016 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Dale Tucker
- *Pledge to Flag - Boy Scout Troop 99
- *Roll Call

Public Hearing

- Joel Hausser

Proclamations

- National Breast Cancer Awareness Month

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee minutes

Election of Notaries

Old Business

Resolutions

- A. A resolution authorizing the Mayor to enter into an agreement on behalf of Greene County with the Town of Greeneville to operate the Greeneville/Greene County Municipal Airport as a joint venture
- B. A resolution granting the County Mayor the authority to allow non-profits and other charitable organizations to utilize discarded bicycles from the Greene County Convenience Centers
- C. A resolution to change the road names of Austin Road, American Way, and a portion of Deerwood Road
- D. A resolution of the Greene County Legislative Body authorizing the appropriation of \$2,500 from the General Fund unassigned fund balance for the Regional Roadmap 2: Down the Road to a Healthier Appalachia grant for FYE June 30, 2017
- E. A resolution to budget for a tobacco settlement project carryover grant in the amount of \$58,758 from the Tennessee Department of Health for the fiscal year ending June 30, 2017

Other Business

Adjournment

Closing Prayer - Commissioner Wade McAmis

REGULAR COUNTY COMMITTEE MEETINGS

OCTOBER2016			
TUESDAY, OCT 4	3:00 P.M.	DEBRI	ANNEX
TUESDAY, OCT 11	9:00 A.M.	RANGE OVERSITE COMMITTEE	RANGE
TUESDAY, OCT 11	8:30 A.M.	BEVERAGE BOARD	ANNEX
TUESDAY, OCT 11	1:00 P.M.	PLANNING	ANNEX
WEDNESDAY, OCT 12	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
THURSDAY, OCT 13	3:00 P.M.	EMS BOARD	ANNEX
MONDAY, OCT 17	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
WEDNESDAY, OCT 19	3:00 P.M.	ANIMAL CONTROL	ANNEX
MONDAY, OCT 24	6:00 P.M.	HIGHWAY (IF NEEDED)	HIGHWAY DEPT
TUESDAY, OCT 25	8:30 A.M.	INSURANCE	ANNEX
WEDNESDAY, OCT 26	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
MONDAY, OCT 31	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
<u>NOVEMBER2016</u>			
TUESDAY, NOV 1	8:30 A.M.	RANGE OVERSITE COMMITTEE	ANNEX
WEDNESDAY, NOV 2	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, NOV 8	ELECTION DAY	ALL OFFICES CLOSED	
WEDNESDAY, NOV 9	1:00 P.M.	PLANNING	ANNEX
WEDNESDAY, NOV 9	2:00pm – 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
FRIDAY, NOV 11		ALL OFFICES CLOSED	
SATURDAY, NOV 12	VETERANS DAY	COUNTY CLERK'S OFFICE IS CLOSED FOR HOLIDAY	
MONDAY, NOV 21	6:00 P.M.	COUNTY COMMISSION MEETING	COURTHOUSE
TUESDAY, NOV 22	8:30 A.M.	INSURANCE	ANNEX
WEDNESDAY, NOV 23	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
THURSDAY, NOV 24		THANKSGIVING	
FRIDAY, NOV 25		THANKSGIVING HOLIDAY	
SATURDAY, NOV 26		COUNTY CLERK'S OFFICE IS CLOSED FOR HOLIDAY	

*** EARLY VOTING IS OCTOBER 19TH – NOVEMBER 3RD AT THE ELECTION OFFICE ON MAIN STREET FROM 8:30AM – 6:00PM M-F, 8:30AM – 12:00PM SAT) ***

THIS CALENDAR IS SUBJECT TO CHANGE

PROCLAMATION FOR NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, While considerable progress has been made in the fight against breast cancer, it remains the most frequently diagnosed type of non skin cancer and the second leading cause of cancer deaths among women in our county; and

WHEREAS, Unfortunately, many of us know someone or have family members who have or have had cancer; and

WHEREAS, Thanks to earlier detection and better treatments, mortality rates for breast cancer have steadily decreased in the last decade; and

WHEREAS, Knowing what may contribute to breast cancer, symptoms, diagnosis and treatment are important parts of its prevention; and

WHEREAS, Having affordable access to screenings and early detection for all women is an essential component in the fight against breast cancer; and

WHEREAS, During National Breast Cancer Awareness Month, we stand with our mothers, daughters, sisters and friends and we recognize all who have joined their loved ones in fighting their battle as well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer; and

WHEREAS, By educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease.

NOW THEREFORE, I, David Crum, Greene County Mayor, do hereby proclaim the month of October, 2016 as Breast Cancer Awareness Month in Greene County and urge our fellow citizens to become aware of the impact that breast cancer has on our community and to support the fight against breast cancer so that we may some day defeat this terrible disease.


County Mayor



October 4, 2016
Date

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE OCTOBER 17, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. MARGARET G DOTY	35 CHASE COURT GREENEVILLE TN 37745	606-312-9608	3811 E ANDREW JOHNSON HIGHWAY GREENEVILLE TN 37745	423-787-7110	
2. NATHAN PAUL FERGUSON	395 FELLERS CV MOSHIM TN 37818	423-329-3842	827 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-787-5679	
3. LUCIA FILLERS	195 DODD BRANCH ROAD GREENEVILLE TN 37743	423-638-1530	1105 TUSCULUM BLVD. GREENEVILLE TN 37745	423-783-0051	
4. JODI DANIELLE HIGGINS	210 RHEATOWN ROAD CHUCKEY TN 37641	423-972-7249	100 NORTH MAIN GREENEVILLE TN 37743	423-278-3327	LSM0592137
5. JENNIFER R HOLT	1000 MIDDLE CREEK RD AFTON TN 37616	423-620-9290	101 W SUMMER STREET GREENEVILLE TN 37743	423-636-6066	
6. JENNIFER JOY LASHLEE	412 BONITA WAY GREENEVILLE TN 37745	423-552-6004	107 GASS DR GREENEVILLE TN 37745	423-798-2161	
7. ANGELA PEASE	2995 BLUE SPRINGS PKWY. #211 GREENEVILLE TN 37743	423-525-3098	131 SOUTH MAIN ST., SUITE 102 GREENEVILLE TN 37743	423-620-0219	
8. DINORAH PEREIRA RIVERA 6682961	PO BOX 2562 GREENEVILLE TN 37744	407-668-2961	PO BOX 2562 GREENEVILLE TN 37744	407-668-2961	DINORAH PEREIRA
9. CRYSTAL RICKER	1142 W IRISH ST GREENEVILLE TN 37743	798-1738	204 N CUTLER ST GREENEVILLE TN 37743	798-1738	
10. RONNIE E SARTAIN	1402 SUNVALLEY DRIVE GREENEVILLE TN 37745	423-639-0612	100 NEVADA AVENUE GREENEVILLE TN 37745	423-638-8151	AUTO OWNERS INSURANCE
11. SHELBY A SCANTLING	245 PHILIPPI ROAD MOHAWK TN 37810	423-302-8743	230 WEST DEPOT STREET GREENEVILLE TN 37743	423-639-6811	THOMAS KILDAY RONALD WOODS
12. CORLISS ROMENA SPRAGUE	258/ FAIRVIEW RDGS DR AFTON TN 37616	423-741-8198			
13. TWYLA TRETT	3890 STONE DAM RD CHUCKEY TN 37641	798-1738	204 N CUTLER ST GREENEVILLE TN 37745	798-1738	
14. DEVINDA D WINTER	6500 CEDAR CREEK ROAD GREENEVILLE TN 37743	423-636-1833	900 HOPE WAY ALTA MONTE SPRINGS FL 32714	423-552-3967	
15. KATRINA YOUNG	30 BRITTON LANE GREENEVILLE TN 37743	940-580-5356			


 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE
 10/4/16

DATE

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT ON BEHALF OF GREENE COUNTY WITH THE
TOWN OF GREENEVILLE TO OPERATE THE
GREENEVILLE/GREENE COUNTY MUNICIPAL AIRPORT AS A
JOINT VENTURE**

This Resolution amends and supersedes in its entirety all Resolutions or
Regulations concerning any Joint Venture Agreement regarding the
Greenville/Greene County Airport

WHEREAS, Greene County and the Town of Greenville (collectively referred to as
the municipalities) through their respective Mayors have negotiated a Joint Venture Agreement
to operate the Greenville/Greene County Airport; and

WHEREAS, it appears that it would be in the best interest of the citizens of the
municipalities and the citizens and businesses who utilize the airport to enter into the attached
Joint Venture Agreement; and

WHEREAS, the Greenville/Greene County Airport Authority was established on April
11, 1966 with the powers, duties and functions as set forth in T.C.A. 42-604 through 42-624;
and

WHEREAS, pursuant to article (6) of the proposed Joint Venture Agreement (attached
hereto as Exhibit "A") the Airport Authority shall be governed by a board of (5) members two
of which will be appointed by the County Mayor and approved by the Legislative Body of the
County and two chosen by the Town and approved by the Board of Mayor and Aldermen of the
Town and one member chosen by the foregoing four appointees; and

WHEREAS, after reviewing said Join Venture Agreement, the Greene County
Legislative Body has determined that it is in the best interest of the citizens and residents of the
County to enter into the Joint Venture Agreement with the Town of Greenville to operate the
Greenville-Greene County Airport Authority.

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A

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 17th day of October, 2016, a quorum being present and a majority voting in the affirmative that the County Mayor is authorized to enter into the Joint Venture Agreement (attached as Exhibit A) with the Town of Greeneville pertaining to the operation and financing of the Greeneville-Greene County Airport and to allow the County Mayor to make such decisions and execute such documents as is necessary to carry his responsibilities under said agreement.

Budget and Finance
Sponsor

County Mayor

County Clerk

County Attorney

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**JOINT VENTURE AGREEMENT
PERTAINING TO
THE GREENEVILLE - GREENE COUNTY AIRPORT AUTHORITY
RAW**

This agreement is made by and between Greeneville – Greene County Airport Authority, Greene County, Tennessee and Town of Greeneville, Tennessee pursuant to the Interlocal Cooperation Act to govern their corporate joint venture known as **the Greeneville - Greene County Airport Authority**. As used herein, the County shall refer to Greene County, Tennessee; the Town shall refer to the Town of Greeneville, Tennessee; and the Airport shall refer to Greeneville – Greene County Airport Authority. The terms of this agreement are as follows:

1. **Duration**. This agreement shall continue in effect until terminated as set forth in section 5 below.
2. **Organization**. The Airport shall be a separate corporate entity organized as a regional Airport Authority, and shall act as a joint agency of the County and the Town.
3. **Purpose**. The purpose of the Airport is to operate a public airport for the benefit of the public and in particular for the benefit of the citizens and residents of the County and the Town.
4. **Financing**. The Airport shall be financed through a combination of revenues generated through the operation of the Airport, federal, state and private grants, contributions, and equal appropriations from the County and the Town. It is the intent of the County and Town that the Airport should become financially self-sustaining, therefore neither the County nor the Town shall have any obligation to appropriate any particular sum, excepting such funds as maybe required herein or under section 6 paragraph B or due to claims subject to section 6 paragraph E. The Airport shall be operated on a fiscal year beginning July 1st and ending on June 30th. As a condition to any appropriation from the County and the Town, the governing body of the Airport shall submit for approval an annual budget to the County and the Town on or before the preceding March 1st. The Town shall act as fiscal agent for the Airport and shall hold, collect, disburse, invest, administer and account for all Airport. (remove: funds with the cost attributable to the same determined in accordance with *GAAP* for cost accounting and reported in

accordance with *GASB* standards; such cost shall be reimbursed to the Town from Airport funds). The Airport shall be audited annually by the Town's then auditor with the cost of the same paid from Airport funds.

It is anticipated by the parties that funds for the refinancing of substantially all of the Airport's existing indebtedness and funds necessary for certain infrastructure improvements relating to a new medevac facility will be provided through the issuance by the Town of one or more general obligation bonds with the Airport issuing a corresponding revenue bond(s) to the Town for the repayment of the same. The County shall guarantee to the Town repayment of up to one half of such revenue bond(s) so that both the Town and County share equally in the financial risk of any default or deficiency of such revenue bond(s) to service the Town's general obligation bond(s).

5. **Termination.** This agreement may be terminated by either party by giving the other six (6) months prior written notice following the approval of termination by the legislative body of the terminating party. Upon termination and in the absence of a contrary agreement, appropriate action shall be taken to dissolve the Airport's corporate existence and its assets after satisfaction of all obligations and legal restrictions shall be distributed one-half to the County and one-half to the Town.

6. **Other Matters.**

A) **Governance.** The Airport shall be governed by a board of commissioners consisting of five citizens, two chosen by the County, two chosen by the Town and the fifth chosen by the foregoing four citizens; herein the Airport Authority. Members of the Airport Authority shall serve three year. The County members shall be appointed by the County Mayor and approved by the Legislative Body of the County. The Town's members shall be appointed by the Town's Mayor and approved by the Board of Mayor and Aldermen of the Town. The Airport Authority now consists of the following commissioners:

John Waddle - County appointee
Paul Burkey - County appointee
John Carter - Town appointee
Janet Malone - Town appointee
Timer White - Fifth commissioner

Term ending January 19, 201
Term ending January 19, 201
Term ending January 19, 201
Term ending January 19, 201
Term ending January 19, 2017

B) **Administration**. The business of the Airport shall be administered by the Chairperson and/or other Commissioner of the Airport Authority selected by the Airport Authority, except to the extent duties are assigned to a manager employed by the Airport Authority. In any event the management so selected shall report to the Airport Authority. No member of management shall have the authority to commit the Airport, the County or the Town to any expenditure that is not approved in the budget, or to any expenditure beyond the available funds of the Airport as certified by the appropriate officer of the Town. All employees of the Airport Authority shall be treated for all purposes as employees of the corporate entity and shall be subject to all rules and regulations pertaining to the same. To the fullest extent allowed by law, no Airport employee shall be considered an employee of the County or of the Town.

As the County and Town own the airport and operate same as a joint venture, the Mayor for the County and the Mayor for the Town shall have the absolute right to attend and participate in any meeting of the Airport including any closed meetings to discuss pending or actual litigation. Further, any employees, managers, or professionals such as attorneys or engineers may discuss any issues concerning the Airport without the consent of the Airport Authority Board.

The Airport Authority shall immediately begin a search for a professional airport manager to manage, operate and promote the Airport. The employment of the manager shall be subject to the joint approval of the County Mayor and the Town's City Administrator. Upon such approval, the County and the Town shall each provide in their appropriations equal monthly funding an amount no less than one-half the amount necessary to pay any **operating** deficit created by the salary, related benefits and other costs of such management position until such **operating** deficit is eliminated either through the Airport's operations or through the elimination of such management position.

C) **Acquiring, Holding and Disposing of Property**. All property, both real and personal, shall be acquired and held in the names of the County and the Town as equal co-owners. Personal property may only be purchased in keeping with the approved budget or upon specific approval of both the County and the Town. Obsolete, non-functional and surplus personal property shall be disposed of in accordance with the then property disposal policies of the Town.

D) **Repairs and Maintenance**. The Airport Authority shall be responsible for repairing and maintaining all property used by the Airport, including the cost of materials, labor, disposables and other supplies. The cost of the same shall be

included as a line item of the Airport=s annual budget.

E) **Insurance**. The Airport shall at the Airport's expense be insured in like manner as the Town insures its property and operations. Should at any time, such insurance include in whole or in part of a program of self-insurance provided through the Town, the Town shall be wholly responsible for such self-insurance excepting on a reasonable deductible and an appropriate charge towards such self-insurance. Further excepted shall be any loss related to civil rights or any other claim, not normally covered by a conventional general liability policy or property casualty policy. Deductibles, premiums (including charges for self-insurance) and excepted losses shall be first charged against the Airport and any deficit shared equally by the County and the Town provided that the County or the Town has been found liable for such deficit.

F) **Immunity**. The Airport, the Airport Authority, the County and the Town expressly retain such governmental immunity as allowed by law.

7. **Prior Agreements, etc.** This Agreement shall replace and supersede all prior agreements pertaining to the structure, management and authority of the Airport, including any limitations previously imposed by the County and Town.

8. **Effective Date**. This Agreement shall be effective upon the authorized execution by the Airport Authority Chairman, the County Mayor and the Town=s Mayor.

In witness whereof the parties have caused the execution of this agreement on the date(s) hereinafter set forth.

GREENEVILLE – GREENE COUNTY AIRPORT AUTHORITY

By Janet Malone, Chairwoman

GREENE COUNTY, TENNESSEE

**TOWN OF GREENEVILLE,
TENNESSEE**

David L. Crum, County Mayor

W.T. Daniels, Mayor

DRAFT

**RESOLUTION GRANTING THE COUNTY MAYOR THE AUTHORITY
TO ALLOW NON-PROFITS AND OTHER CHARITABLE
ORGANIZATIONS TO UTILIZE DISCARDED BICYCLES FROM THE
GREENE COUNTY CONVENIENCE CENTERS**

WHEREAS, from time to time bicycles are deposited at the County convenience centers that may have salvageable value to charitable organizations and individuals who provide for the underprivileged and needy citizens of Greene County; and

WHEREAS, as a case in point an individual citizen of Greene County has utilized salvaged and discarded bicycles provided those bicycles to inmates at Northeast State Correctional Facility for repair and then donated those bicycles to underprivileged children; and

WHEREAS, it would appear to be in the best interests of the citizens of Greene County to allow the County Mayor certain authority and leeway to allow charitable organizations and designated individuals to retrieve bicycles that have been deposited at the Greene County convenience centers for such charitable purposes as identified above; and

WHEREAS, The County Mayor or his designee shall oversee and give written consent for any bicycles salvaged from the convenience centers to insure their appropriate disposition and use.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 17th day of October, 2016, a quorum being present and a majority voting in the affirmative, to grant to the County Mayor or his designee the authority to allow charitable organizations to

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B.

utilize bicycles deposited at the various Greene County convenience centers for refurbishing and donation to underprivileged and needy individuals and children.

BE IT FURTHER RESOLVED, that the County Mayor or his designee shall have the responsibility to insure that the bicycles retrieved from the convenience centers are utilized for charitable and other non-profit purposes.

Budget and Finance Committee
Sponsor

County Mayor

County Clerk

County Attorney

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**RESOLUTION TO CHANGE THE ROAD NAMES OF
AUSTIN ROAD, AMERICAN WAY, AND A PORTION OF DEERWOOD ROAD**

WHEREAS, the Highway Committee in its meeting on the 26th day of September, 2016 reviewed certain roads on the Greene County Road List and recommended the following changes for certain roads on that Greene County Road List: (1) Austin Road should be renamed Austin Lane as said road is a dead end; (2) American Way should be renamed American Road consistent with the road name used by American Greetings, the only business or residence located on this road; and (3) a .10 mile portion of Deerwood Road should be renamed to Deerwood Lane as the renamed portion actually branched off of Deerwood Road and will reduce confusion for emergency vehicles and citizens; and

WHEREAS, the Greene County Road List needs to be changed to reflect the recommended changes of the Greene County Highway Committee on the above listed roads..

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 17th day of October, 2016, a quorum being present and a majority voting in the affirmative, that the Road List for Greene County be modified to reflect that the name of Austin Road be changed to Austin Lane, that the name of American Way be changed to American Road, and that the .10 mile portion of Deerwood Road that dead ends be changed to Deerwood Lane with said roads continually to be maintained by the Greene County Highway Department.

Highway Committee
Sponsor

County Clerk

County Mayor

County Attorney

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C.

**A RESOLUTION TO BUDGET FOR A TOBACCO SETTLEMENT PROJECT
CARRYOVER GRANT IN THE AMOUNT OF \$58,758 FROM THE TENNESSEE
DEPARTMENT OF HEALTH FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

WHEREAS, the Tennessee Department of Health awarded a grant in April 2016 to the Greene County Health Department to provide funds for the project to educate and improve understanding of the Greene County residents on the hazards of second hand smoke to infants and children. The grant provides the funds to perform three projects. The first is a Baby and Me Tobacco Free cessation program for expectant mothers who desire to quit using tobacco. The second project is helping children choose not to smoke by providing resources and materials to both the Greeneville City and Greene County School Systems. The third is the continuation of a media/community campaign to blanket the County with a community wide second hand smoke exposure prevention campaign.

WHEREAS, The Greene County Health Department was unable to expend the funds during the fiscal year ended June 30, 2016 and the funds were placed in the Restricted for Public Health and Welfare Fund Balance at the end of fiscal year 2015-2016, and

WHEREAS, the total amount of funds allocated to Greene County for this project is \$54,000 budgeted for fiscal year ending 2016-2017. A total of \$58,758 was not used in the prior year ending June 30, 2016 and is available to expend in the fiscal year ending June 30, 2017. This restricted grant will be used to provide funding for supplies, public education, conferences and meetings, and specific assistance to individuals and organizations.

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

34530	Restricted for Public Health and Welfare	<u>\$ 58,758</u>
Total increase of Budgeted Fund Balance		<u><u>\$ 58,758</u></u>

INCREASE IN APPROPRIATIONS:

55900	OTHER PUBLIC HEALTH AND WELFARE	
356	Tuition (conferences and meetings)	\$ 4,000
399	Othe Contracted Services	\$ 20,000
429	Instructional Supplies and Materials	\$ 22,758
499	Other Supplies and Materials	<u>\$ 12,000</u>
Total increase in appropriations		<u><u>\$ 58,758</u></u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 17th day of October, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

Budget and Finance Committee
Sponsor

County Clerk

E.

County Attorney