

AGENDA
GREENE COUNTY LEGISLATIVE BODY
Monday, September 18, 2017
6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, September 18, 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 - Commissioner Josh Kesterson
- *Roll Call

Public Hearing

- Erin Evans, Library Director, Greeneville-Greene County Public Library
- Public Hearing regarding Morgan Road rezoning

Proclamation

- Suicide Prevention month

Nomination and approval of Chairman of County Legislative Body

Nomination and approval of Chairman-Pro-Tem of Legislative Body

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee Minutes
- Annual financial report from Chancery Court and the Chancery Court Probate Division
- Annual financial report from the Greene County Clerk

Old Business

- Court filings of Clerk & Master vs David Crum as Mayor of Greene County

Election of Notaries

Resolutions

- A. A resolution to rezone certain territory owned by Patricia V. Haack etal from A-1, General Agriculture District to B-2, General Business District
- B. A resolution of the Greene County legislative body to authorize and approve allowing County employees to participate in the State of Tennessee Deferred Compensation Plan II, -401(k)- and approve the participating employer agreement
- C. A resolution of the Greene County legislative body to authorize and approve allowing County employees to participate in the State of Tennessee Deferred Compensation Plan and Trust -457(b) resolution and approve the participating employer agreement
- D. A resolution to appoint members to the various Greene County committees/boards/commissions
- E. A resolution to budget the \$17,026 in proceeds from the sale of a used front loader from Fund #116 - Solid Waste for the fiscal year ending June 30, 2018
- F. A resolution of the Greene County legislative body authorizing the Greene county Mayor to submit an application for the FY 2018 Used Oil Grant
- G. A resolution to transfer \$45,000 in restricted funds committed for public safety capital outlay to the Sheriff's Department for purchase of equipment for FYE June 30, 2018
- H. A resolution to budget \$2,309 in revenue received from confiscated property for the Sheriff's Department for the fiscal year ending June 30, 2018
- I. A resolution to budget the \$2,115 in insurance reimbursement for the repair of a Sheriff's Department vehicle for the fiscal year ending June 30, 2018

Closed Session

Other Business

Adjournment

Closing Prayer - Commissioner Wade McAmis

REGULAR COUNTY COMMITTEE MEETINGS

<u>SEPTEMBER 2017</u>			
SATURDAY, SEPT 2	HOLIDAY	COUNTY CLERK'S OFFICE CLOSED	
MONDAY, SEPT 4	HOLIDAY	ALL OFFICES CLOSED	
TUESDAY, SEPT 5	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
WEDNESDAY, SEPT 6	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, SEPT 12	9:00 A.M.	RANGE OVERSITE COMMITTEE	RANGE SITE
TUESDAY, SEPT 12	1:00 P.M.	PLANNING	ANNEX
MONDAY, SEPT 18	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
MONDAY, SEPT 25	9:00 A.M.	AIRPORT AUTHORITY	TOWN HALL
MONDAY, SEPT 25	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)	HIGHWAY DEPT.
TUESDAY, SEPT 26	8:30 A.M.	INSURANCE COMMITTEE	ANNEX
WEDNESDAY, SEPT 27	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
<u>OCTOBER 2017</u>			
MONDAY, OCT 2	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
THURSDAY, OCT 5	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, OCT 10	9:00 A.M.	RANGE OVERSITE COMMITTEE	RANGE SITE
TUESDAY, OCT 10	1:00 P.M.	PLANNING	ANNEX
THURSDAY, OCT 12	3:00 P.M.	EMS BOARD	ANNEX
MONDAY, OCT 16	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
WEDNESDAY, OCT 18	3:00 P.M.	ANIMAL CONTROL	ANNEX
MONDAY, OCT 23	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)	HIGHWAY DEPT
TUESDAY, OCT 24	8:30 A.M.	INSURANCE	ANNEX
WEDNESDAY, OCT 25	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
MONDAY, OCT 30	9:00 A.M.	AIRPORT AUTHORITY	TOWN HALL

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

2018 HOLIDAY SCHEDULE

CLERK
SATURDAY
CLOSING

NEW YEAR'S DAY	MONDAY, JANUARY 1, 2018 ---- DEC 30
MARTIN LUTHER KING, JR. DAY	MONDAY, JANUARY 15, 2018 -- JAN 13
PRESIDENT'S DAY	MONDAY, FEBRUARY 19, 2018 -- FEB 17
GOOD FRIDAY	FRIDAY, MARCH 30, 2018 ----- MAR 31
COUNTY PRIMARY	TUESDAY, MAY 1, 2018
MEMORIAL DAY	MONDAY, MAY 28, 2018 ----- MAY 26
INDEPENDENCE DAY	WEDNESDAY, JULY 4, 2018
STATE PRIMARY COUNTY GENERAL ELECTION	THURSDAY, AUGUST 2, 2018
LABOR DAY	MONDAY, SEPTEMBER 3, 2018 --- SEPT 1
STATE & FEDERAL GENERAL ELECTION	TUESDAY, NOVEMBER 6, 2018
VETERANS DAY	MONDAY, NOVEMBER 12, 2018 --- NOV 10
THANKSGIVING	THURSDAY, NOVEMBER 22, 2018 FRIDAY, NOVEMBER 23, 2018 ---- NOV 24
CHRISTMAS	MONDAY, DECEMBER 24, 2018 --- DEC 23 TUESDAY, DECEMBER 25, 2018 WEDNESDAY, DECEMBER 26, 2018

Updated as of 9/7/17

**PROCLAMATION FOR
SUICIDE PREVENTION AWARENESS MONTH**

WHEREAS, suicide is one of the most disruptive and tragic events a family and community can experience, with more than 950 lives lost in Tennessee each year and an estimated 8-25 attempted suicides for each suicide death; and

WHEREAS, suicide is the 10th leading cause of all deaths in Tennessee and the second leading cause of death among people from the age of 15 to 24 (source; Tennessee Department of Health); and

WHEREAS, Tennessee veterans, active-duty military personnel, and National Guardsmen face a disproportionate risk as compared to the general population of Tennessee, with more dying from suicide than combat; and

WHEREAS, public awareness of this terrifying problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment; and as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and

WHEREAS, suicide prevention has been declared a national priority by the President and Congress; and Tennessee declares suicide prevention as a state priority and the legislature, in partnership with TSPN, implements the Tennessee Strategy for Suicide Prevention based on the National Strategy for Suicide Prevention; and

WHEREAS, Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and

WHEREAS, the Governor of Tennessee has appointed a Suicide Prevention Network Advisory Council to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and

WHEREAS, the Tennessee Suicide Prevention Network is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and

WHEREAS, the Tennessee Suicide Prevention Network is also committed to excellence in suicide prevention, intervention, and postvention; now

THEREFORE, I, David Crum, by virtue of the authority vested in me as Mayor of Greene County, Tennessee do hereby proclaim the month of September, 2017 as

“SUICIDE PREVENTION AWARENESS MONTH”

in Greene County, Tennessee, and urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

Mayor of Greene County

Date



GREENE COUNTY SOLID WASTE

2017 DAILY REPORT (Autosaved)

DATE	TONS	LOADS	BUS.	FOUNDRY	DEMO	PLASTIC	O.C.C.	O.N.P.	ALUM	BATT	USED OIL	TIRE W/GT	TIRE COUNT	E WASTE	OMNI	IRONY ALUM	FENCE WIRE
Aug-17																	
1	71.11	21	17		3.2	1.33										1660	
2	51.1	32	18		1.58							4.16	362			2490	
3	54.86	15	13		3.93											620	
4	72.5	29	22		1.84		8210										
7	128.29	40	29		8.41		5260					3.23	278			2880	
8	60.62	34	23		4.5	1.52										2620	
9	46.5	25	18		1.28							5.18	450			790	
10	46.58	11	9		1.09			7.69				1.07	49			1830	
11	78.74	26	21		3.1											1040	
14	131.62	40	28		7.12							5.26	214			3850	
15	46.03	29	21		4.31	1.76						3.67	208			2570	
16	38.8	20	15		1.29		2110					2.16	188			1270	
17	62.83	17	13		2.58											4480	
18	82.94	14	10		1.45		7020									1250	
21	125.15	46	35		9.23		5830					1.14	99			2270	
22	55.26	29	18		3.24	1.52										2810	
23	27.61	29	20		1.52							10.2	679			1730	
24	57.08	9	7		0.28			7.53				2.23	194			290	
25	63.71	30	24		3.29											2180	
28	105.77	24	18		4.29							3.35	292			3700	
29	43.82	17	14		6.11	1.55										980	
30	54.68	42	29		1.74											1250	
31	66.81	27	22														
TOTALS	1572.41	606	444		75.38	7.68	28430	15.22				41.65	3013			42560	

GREENE COUNTY SOLID WASTE

FISCAL YEAR 2017 - AUGUST 2017

TRUCK #	YEAR	MAKE	Beginning Mileage	Ending Mileage	Fuel/gas	Fuel/diesel	Fuel Cost	Miles Traveled	USE
2	2004	MACK	234274	235318		327.671	753.32	1044	FRONT LOADER
3	2013	F-250	82984	83441		61.401	141.17	457	DEMO/METAL
4	1985	IH DUMP	266614	266795		51.589	118.6	181	ROCK TRUCK
5	2001	F-150	150648	151143	17.47		37.72	495	CENTER TRUCK
6	1997	F-350	239343	240981		161.736	371.82	1638	SPARE
7	2000	MACK	263400	264627		330.848	758.662	1227	FRONT LOADER
9	2006	MACK	78361	78361		41.321	95	0	ROLL OFF
12	2008	F-250 4 X 4	112293	112814	77.405		163.55	521	CENTER TRUCK
13	1984	C-10						0	SERVICE
14	2014	MACK	60786	62020		329.888	767.97	1234	ROLL OFF
15	2014	MACK	90503	93015		487.21	1129.57	2512	ROLL OFF
16	2014	MACK	36234	36592		105.68	242.96	358	ROLL OFF
17	2014	MACK	34172	34859		135.156	310.72	687	ROLL OFF
19	2007	F-250 4 X 4	183864	184669	114.069		240.85	805	SERVICE
20	2001	CHEVY VAN	105317	105317	26.681		56	0	VAN INMATES
21	2007	MACK	200000	200000		491.984	1172.24	0	FRONT LOADER
22	2001	F-350	216981	218580		163.157	377.69	1599	DEMO/Metal
23	2001	MACK	373342	376005		460.588	1065.55	2663	FRONT LOADER
24	2001	MACK					96.88	0	FRONT LOADER
25	2003	F-350	215416	215500		42.137	60.01	84	MAINTENANCE
Shop Fuel									
TOTALS					235.625	3190.366	7960.282	15505	

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 8-1-17		8/1/2017	8/2/2017	8/3/2017	8/4/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON					20.72	20.72
BAILEYTON				6.55		6.55
CLEAR SPRINGS			9.32			9.32
CROSS ANCHOR		7.05			6.71	13.76
DEBUSK					6.69	6.69
GREYSTONE					6.49	6.49
HAL HENARD		8.97	8.83			17.8
HORSE CREEK				7.91		7.91
MCDONALD				4.89		4.89
OREBANK					7.96	7.96
ROMEO			4.99			4.99
ST. JAMES			7.24			7.24
SUNNYSIDE			8.14			8.14
WALKERTOWN				6.26		6.26
WEST GREENE		1.65		14.16		15.81
WEST PINES		7.97			6.2	14.17
CHUCKEY-DOAK						0
MOSHEIM		6.14				6.14
WEST GREENE HS		6.29				6.29
GRAND TOTAL	0	38.07	38.52	39.77	54.77	171.13

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 8-7-17	8/7/2017	8/8/2017	8/9/2017	8/10/2017	8/11/2017	TOTAL
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
AFTON	20.28				20.98	41.26
BAILEYTON	7.79			3.88		11.67
CLEAR SPRINGS						0
CROSS ANCHOR				8.12		8.12
DEBUSK			6.92			6.92
GREYSTONE		7.93				7.93
HAL HENARD	11.03		10.42		2.26	23.71
HORSE CREEK	8.16				9.73	17.89
MCDONALD	6.05			5.26		11.31
OREBANK					6.88	6.88
ROMEO	8.12		4.71			12.83
ST. JAMES		7.36			5.38	12.74
SUNNYSIDE		7.66			6.86	14.52
WALKERTOWN	9.11				6.81	15.92
WEST GREENE	13.41	9.42		13.75		36.58
WEST PINES			9.46			9.46
CHUCKEY-DOAK						
MOSHEIM						
WEST GREENE HS						
GRAND TOTAL	83.95	32.37	31.51	31.01	58.9	237.74

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 8-14-17	8/14/2017	8/15/2017	8/16/2017	8/17/2017	8/18/2017	TOTAL
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
AFTON	13.1			7.72	15.66	36.48
BAILEYTON	4.93			7.06		11.99
CLEAR SPRINGS				8.01		8.01
CROSS ANCHOR	6.74				6	12.74
DEBUSK	6.97				5.59	12.56
GREYSTONE	7.39				5.22	12.61
HAL HENARD	8.6			9.88	6.04	24.52
HORSE CREEK	8.66				8.72	17.38
MCDONALD	5.5			4.42		9.92
OREBANK			5.22			5.22
ROMEO	8.09		4.42			12.51
ST. JAMES			7.89			7.89
SUNNYSIDE			9.01			9.01
WALKERTOWN	8.19				5	13.19
WEST GREENE	13.08	8.84		6.86	6.09	34.87
WEST PINES		7.96			5.2	13.16
CHUCKEY-DOAK						
MOSHEIM						
WEST GREENE HS						
GRAND TOTAL	91.25	16.8	26.54	43.95	63.52	242.06

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 8-21-17	8/21/2017	8/22/2017	8/23/2017	8/24/2017	8/25/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	21.09				18.56	39.65
BAILEYTON	5.11			6.39		11.5
CLEAR SPRINGS						0
CROSS ANCHOR				6.86		6.86
DEBUSK			6.77			6.77
GREYSTONE		7.09				7.09
HAL HENARD	6.45	7.63			4.22	18.3
HORSE CREEK	9.25				7.71	16.96
MCDONALD	6.42			4.35		10.77
OREBANK				7.36		7.36
ROMEO	8.37		3.34			11.71
ST. JAMES		6.54			5.21	11.75
SUNNYSIDE		8.48			6.24	14.72
WALKERTOWN	9.71				5.28	14.99
WEST GREENE	22.54			13.43		35.97
WEST PINES				7.93		7.93
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	88.94	29.74	10.11	46.32	47.22	222.33

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 8-28-17	8/28/2017	8/29/2017	8/30/2017	8/31/2017		
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	11.43	6.23				
BAILEYTON	5.27			6.24		
CLEAR SPRINGS			8.42			
CROSS ANCHOR		5.54				
DEBUSK	7.01					
GREYSTONE	8.14					
HAL HENARD		9.71	10.74	6.05		
HORSE CREEK	5.89					
MCDONALD	5.31			4.49		
OREBANK						
ROMEO	7.53		5.2			
ST. JAMES			6.99			
SUNNYSIDE			7.79			
WALKERTOWN	8.37					
WEST GREENE	21.75			14.3		
WEST PINES				10.3		
CHUCKEY-DOAK						
MOSHEIM						
WEST GREENE HS		5.61				
GRAND TOTAL	80.7	27.09	39.14	41.38	0	0

GREENE COUNTY SOLID WASTE

TOTALS FOR AUGUST 2017

AFTON	138.11
BAILEYTON	41.71
CLEAR SPRINGS	17.33
CROSS ANCHOR	41.48
DEBUSK	32.94
GREYSTONE	34.12
HAL HENARD	84.33
HORSE CREEK	60.14
MCDONALD	36.89
OREBANK	27.42
ROMEO	42.04
ST. JAMES	39.62
SUNNYSIDE	46.39
WALKERTOWN	50.36
WEST GREENE	123.23
WEST PINES	44.72
CHUCKEY-DOAK	0
MOSHEIM	6.14
WEST GREENE HS	6.29
GRAND TOTAL	873.26

GREENE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2017 - PERIOD ENDING 06/30/2017

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
21000	CURRENT LIABILITIES								
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
22000	OTHER LIABILITIES								
22100	BUSINESS TAX REVENUE	.00	.00	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
23000	DUE TO STATE OF TENNESSEE								
23110	BUSINESS TAX DUE STATE	.00	.00	15.00	15.00	.00	.00	.00	.00
23111	STATE LITIGATION TAX	.00	.00	.00	.00	.00	.00	.00	.00
23120	RETIREMENT	.00	.00	.00	.00	.00	.00	.00	.00
23130	STATE SALES TAX - AUTO	.00	.00	1,862,480.90	1,769,356.84	93,124.06	.00	.00	.00
23131	STATE SALES TAX - LOCAL	.00	.00	178,371.26	169,452.68	8,918.28	.00	.00	.00
23132	SALES TAX - BOAT	.30	.00	50,504.56	47,979.33	2,525.23	.00	.00	.00
23133	SALES TAX - BOAT - LOCAL	.00	.00	9,419.15	8,948.18	470.97	.00	.00	.00
23134	AUTO - STATE SINGLE ARTICLE	.00	.00	84,041.12	79,839.06	4,202.06	.00	.00	.00
23135	BOAT - STATE SINGLE ARTICLE	.00	.00	3,371.45	3,202.86	168.59	.00	.00	.00
23145	MFG HOMES INSTALLATION PERMIT	.00	.00	12,580.00	12,580.00	.00	.00	.00	.00
23150	MARRIAGE LICENSE - STATE	.00	.00	7,155.00	6,797.25	357.75	.00	.00	.00
23151	STATE PREMARITAL TRAINING	.00	.00	19,260.00	19,260.00	.00	.00	.00	.00
23160	MVD - STATE REGISTRATIONS	.00	.00	1,335,727.60	1,335,727.60	.00	.00	.00	.00
23165	MVD - RENEWALS	.00	.00	1,254,141.41	1,254,141.41	.00	.00	.00	.00
23168	Electric Vehicle Fee	.00	.00	.00	.00	.00	.00	.00	.00
23170	MVD - TITLE APPL - STATE	.00	.00	271,518.00	271,518.00	.00	.00	.00	.00
23210	TENNESSEE WILDLIFE RESOURCES	22.00	1,207.00	1,382.00	160.00	.00	.00	.00	7.00
23300	NOTARY COMMISSION	-67.00	.00	792.00	792.00	.00	.00	.00	-67.00
23400	DRIVER LICENSE - DEPT OF SAFET	.00	.00	22,930.50	22,930.50	.00	.00	.00	6.00
23900	SECRETARY OF STATE	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	-44.70	1,207.00	5,113,689.95	5,002,706.71	109,766.94	.00	.00	-54.00
24000	DUE TO COUNTY TRUSTEE								
24110	BUSINESS TAX DUE COUNTY	.00	.00	50.00	47.50	2.50	.00	.00	.00
24120	BEER TAX	.00	.00	204,633.29	194,401.64	10,231.65	.00	.00	.00
24130	WHEEL TAX	.00	.00	3,697,522.97	3,697,522.97	.00	.00	.00	.00
24140	COUNTY LITIGATION TAX	.00	.00	.00	.00	.00	.00	.00	.00
24150	LITIGATION TAX JAIL CONST.	.00	.00	.00	.00	.00	.00	.00	.00
24151	LITIGATION TAX-COURTHOUSE SECU	.00	.00	.00	.00	.00	.00	.00	.00
24152	LITIGATION TAX-SHERIFF EQUIPM	.00	.00	.00	.00	.00	.00	.00	.00
24170	HOTEL/MOTEL TAX	.00	.00	494,108.83	469,403.40	24,705.43	.00	.00	.00

GREENE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT

FISCAL YEAR 2017 - PERIOD ENDING 06/30/2017

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24210	MARRIAGE LICENSE - COUNTY	.00	.00	7,155.00	6,797.25	357.75	.00	.00	.00
24220	BEER PERMITS	.00	.00	250.00	237.50	12.50	.00	.00	.00
24221	BEER ANNUAL RENEWALS	.00	.00	2,483.40	2,359.23	124.17	.00	.00	.00
24295	RACETRACK LICENSING	.00	.00	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00	.00	.00
24490	OTHER COLLECTIONS	.00	.00	341.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	4,406,544.49	4,371,110.49	35,434.00	.00	.00	.00
***	SUB-TOTAL ***	.00	.00						
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00	.00	.00
26100	COURT FUNDS AND COST	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATION	.00	.00	6,342.76	6,342.76	.00	.00	.00	.00
26315	CONTRIBUTIONS-ORGAN DONATION	.00	.00	7,999.00	7,999.00	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	35,528.23	35,528.23	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	.00	.00	.00	.00	.00	.00
26700	CASH BONDS	.00	.00	.00	.00	.00	.00	.00	.00
26901	GENELOGY RESEARCH	.00	.00	16,427.17	17,013.82	.00	.00	.00	.00
26998	REFUND	-951.24	.00	589.34	.00	.00	.00	.00	-364.55
26998	OVER & SHORT	-409.65	.00	66,886.50	66,883.81	.00	.00	.00	-998.99
***	SUB-TOTAL ***	-1,360.89	.00						-1,363.55
29900	FEE & COMMISSION ACCOUNT	.00	.00	.00	.00	.00	.00	.00	.00
29000	CLERKS MISC FEES	-34,823.18	-135,041.03	6,414,880.73	905,030.88	-145,200.94	.00	.00	-51,515.00
29900	COMPUTER CLERK FEE	6,120.00	-4,593.00	1,515.00	6,567.00	.00	.00	.00	6,579.00
29920	COURT FUNDS	.00	.00	.00	.00	.00	.00	.00	.00
29930	STATE/TITLE CONTRACT FUNDS	-28,703.18	-16,771.00	642,995.73	16,771.00	-145,200.94	.00	.00	-44,936.00
***	SUB-TOTAL ***	-28,703.18	-156,405.03		928,368.88				
42620	OFFICERS COSTS	.00	.00	.00	.00	.00	.00	.00	.00
42870	DATA ENTRY FEE	.00	.00	.00	.00	.00	.00	.00	.00
***	SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
***	TOTAL ***	-30,108.77	-155,198.03	10,230,116.67	10,369,069.89	.00	.00	.00	-46,353.55

GREENE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2017 - PERIOD ENDING 06/30/2017

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:								
CASH ON HAND	1,900.00							1,900.00
GREENE COUNTY BANK CHECKING	-4,716.92							-5,161.12
GREENBANK INVESTMENTS	.00							.00
BANK OF AMERICA INVESTMENTS	.00							.00
HERITAGE BANK INVESTMENTS	.00							.00
ACCOUNTS RECEIVABLE	2,398.88							2,943.22
CREDIT CARD DEPOSIT/ACC RECEI	30,526.81							46,671.12
TITLE GIFT VOUCHER	.00							.00
RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***	30,108.77							46,353.12

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2017.

Devi Bryant
 (Signature)
Greene County Clerk
 (Title)

7/19/17
 (Date)

This report is to be filed with the County Executive and County Clerk.

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 905 Clerk And Master							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	-233.75	16,166.25	-14,857.05	-1,075.45	0.00
Totals:		0.00	-233.75	16,166.25	-14,857.05	-1,075.45	0.00
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-271.25	26,004.75	-23,996.45	-1,737.05	0.00
24150	Litigation Tax - Special Purpose	0.00	-170.00	15,070.00	-13,894.25	-1,005.75	0.00
24160	Delinquent Taxes	0.00	-1,436.18	365,702.58	-346,053.08	-18,213.32	0.00
24360	Officers Costs	0.00	-180.22	13,080.97	-12,083.08	-817.67	0.00
24490	Other Collections	0.00	-8.00	24.00	-15.20	-0.80	0.00
Totals:		0.00	-2,065.65	419,882.30	-396,042.06	-21,774.59	0.00
25000 Due To Cities							
25110	City Delinquent Taxes	0.00	-5,835.51	117,352.80	-105,941.43	-5,575.86	0.00
Totals:		0.00	-5,835.51	117,352.80	-105,941.43	-5,575.86	0.00
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	621,376.02	43,269.51	842,713.41	-768,597.30	0.00	738,761.64
26200	Officers' Costs - Non-County	10.00	80.00	398.00	-424.00	0.00	64.00
26300	Alimony/child Support	0.00	30,947.76	3,103.16	-34,050.92	0.00	0.00
26310	Publications	3,455.00	845.00	35,820.04	-34,740.04	0.00	5,380.00
26400	Deposits	783,294.41	-88,482.01	27,684.84	0.00	0.00	722,497.24
26510	Attorney Fees - Delinquent Tax	0.00	-2,588.30	125,212.20	-122,623.90	0.00	0.00
26700	Cash Bonds	7,490.00	-27,910.76	32,195.76	-1,000.00	0.00	10,775.00
Totals:		1,415,625.43	-43,838.80	1,067,127.41	-961,436.16	0.00	1,477,477.88
28000 Other Credits							
29900	Fee/commission Account	14.62	-1,145.24	178,489.44	-205,784.72	28,425.90	0.00
Totals:		14.62	-1,145.24	178,489.44	-205,784.72	28,425.90	0.00
Fund Totals:		1,415,640.05	-53,118.95	1,799,018.20	-1,684,061.42	0.00	\$1,477,477.88

Summary of Assets:

Cash On Hand	\$10.00
Cash In Bank	\$632,335.64
Investments	\$783,294.41
Totals:	\$1,415,640.05

\$10.00
\$754,970.64
\$722,497.24
\$1,477,477.88

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2017.


(Signature)

Clerk & Master
(Title)

8-30-17
(Date)

AUG 14 2017

IN THE CHANCERY COURT FOR GREENE COUNTY, TENNESSEE

KAY SOLOMON ARMSTRONG, J.D.,
in her official capacity as
CLERK AND MASTER OF
GREENE COUNTY, TENNESSEE,

Petitioner,

vs.

No: 2017-CV-3116

DAVID CRUM,
in his official capacity as
MAYOR OF GREENE COUNTY, TENNESSEE,

Defendant.

Filed 8/14/17
Kay Armstrong, J.D. C & M

SWORN PETITION
TO EMPLOY NECESSARY DEPUTIES AND ASSISTANTS

Comes Petitioner, Kay Solomon Armstrong, J.D. in her official capacity as Clerk and Master of Greene County, Tennessee ("Armstrong"), by and through counsel, pursuant to Tennessee Code Annotated sections 8-20-101, *et seq.*, and makes application to the Court for entry of an Order and Judgment providing that the Greene County Budget for fiscal year 2017-2018 provide her funds sufficient to hire, pay, train, equip, and retain deputies and assistants as are necessary for her to properly carry out the duties of the Office of Clerk and Master of Greene County, Tennessee. In support of her Petition, Armstrong would show the Court, under oath, as follows:

1. Armstrong is a citizen and resident of Greene County, Tennessee, and is the duly appointed and serving Clerk and Master of said County.
2. Defendant, David Crum, is the duly elected and serving County Mayor of Greene County ("Defendant"); pursuant to Tennessee Code Annotated section 8-20-102, the County Mayor is the statutorily mandated nominal defendant to be served with process with respect to

the instant petition; Defendant may be served with process at his official office: 204 N. Cutler Street, Suite 206, Greeneville, Tennessee 37745.

3. Jurisdiction and venue are appropriate in this Court pursuant to Tennessee Code Annotated section 8-20-101(a)(3).

4. Pursuant to applicable law, Armstrong, as Clerk and Master of Greene County, is legally obligated to carry out many discrete functions involving, *inter alia*, the administration and operation of the Greene County Chancery Court, which since July 1, 2011 has included a probate division having jurisdiction over decedents' estates, guardianships, and conservatorships; in addition to the ordinary functions and jurisdiction of a chancery court.

5. In addition to Armstrong's legally mandated responsibilities, the Greene County Chancery Court has traditionally been the only court in Greene County to adjudicate actions to collect delinquent property taxes, *i.e.*, the administration of the sale of real property for non-payment of municipal and county real property taxes and the collection of unpaid municipal and county personal property taxes.

6. Armstrong devotes all of her working time to her appointed office as Clerk and Master of Greene County, Tennessee.

7. Armstrong cannot personally perform all of the tasks incumbent upon her appointed office by devoting all of her working time to her appointed position as Clerk and Master of Greene County, Tennessee.

8. In addition to her administrative functions, Armstrong, a licensed attorney in good standing with the Tennessee Board of Professional Responsibility, personally presides over all courtroom probate proceedings and other master functions to the extent allowed pursuant to applicable law.

9. It is necessary that Armstrong employ deputies and assistants to assist her in carrying out the numerous obligations incumbent upon the Clerk and Master of Greene County, Tennessee, as applicable laws mandate.

10. During her tenure in office as Green County Clerk and Master, Armstrong has from time-to-time requested that the Greene County Commission (the "Commission"), the budget-making authority for Greene County, Tennessee, approve increased funding necessary for the employment of deputies and assistants to assist her in the performance of the numerous obligations that applicable law impose upon her as Clerk and Master of Greene County, Tennessee, and the Commission has generally ignored such requested increases.

11. Greene County, Tennessee operates on a fiscal year annual budget that runs from July 1 to June 30.

12. Greene County, Tennessee has adopted and is subject to the County Budgeting Law of 1957, Tenn. Code Ann. § 5-12-101, *et seq.* (the "Budgeting Law").

13. Prior to the beginning of the 2017-2018 fiscal year (the "Budget Year"), Armstrong, consistent with the Budgeting Law and applicable rules duly promulgated by Greene County Government, presented Defendant and the Commission, in care of the Greene County Office of Accounts and Budgets and its director, with a budget request for the Greene County Clerk and Master's Office with respect to the Budget Year, exclusive of all Greene County employee benefits and other costs of employment.

14. Upon presenting her budget request to the Greene County Office of Accounts and Budgets, that office generated a document generally depicting Armstrong's budget request for the Budget Year (said document hereinafter being the "Proposed Budget").

15. A true copy of the Proposed Budget is attached hereto as **Exhibit 1**.

16. A spreadsheet showing the numbers of deputies and assistants Armstrong requested for the Budget Year, along with the salaries for those positions, *i.e.*, without any Greene County employee benefits or other expenses of employment, is attached hereto as **Exhibit 2**.

17. Exhibit 2 reflects the actual salary requests Armstrong made to the Greene County Office of Accounts and Budgets with respect to the two deputies and/or assistants described in the Proposed Budget as "PROPOSED NEW POST," notwithstanding that the Proposed Budget, which is the product of the Greene County Office of Accounts and Budgets, shows no salaries for those positions.

18. Each of the deputies and assistants Armstrong seeks to employ by this Petition, as set generally shown in the Proposed Budget, are or will be employed in positions for which such deputies and assistants will engage in activities for which Armstrong is entitled to charge and collect statutorily mandated fees.

19. Each of the deputies and assistants Armstrong seeks to employ by this Petition, as set forth in the Proposed Budget, are actually necessary to the proper conducting of the legally mandated functions of the Greene County Clerk and Master's Office.

20. On July 17, 2017, the Commission passed a budget for fiscal year 2017-2018 (the "Budget Year") which includes appropriations for the Greene County Clerk and Master's Office for the Budget Year (the "Budget").

21. A true copy of the Budget, as Petitioner believes the Commission has enacted it, as it pertains to and provides for the funding of the Greene County Clerk and Master's Office, is attached hereto as **Exhibit 3**.

22. The Budget, which provides for funding for the employment of fewer deputies and assistants for the Greene County Clerk and Master's Office than Armstrong requested for the Budget Year, as shown in the Proposed Budget and in Exhibit 2, fails to provide Armstrong with sufficient numbers of deputies and assistants as are actually necessary to the proper conducting of the legally mandated functions of the Greene County Clerk and Master's Office.

23. State law provides for the existence of Armstrong's office and the amount of her salary, and she does not place her personal salary at issue by this Petition, *i.e.*, she does not by this Petition request any additional salary for herself.

24. Armstrong's budget request for the Budget Year, as shown in the Budget Request and Exhibit 2, sets forth appropriate minimum funding for the Greene County Clerk and Master's Office so as to allow Armstrong to employ a sufficient number of deputies and assistants, exclusive of all applicable Greene County employee benefits and other costs of employment, as are actually necessary to the proper conducting of the legally mandated functions of the Greene County Clerk and Master's Office.

WHEREFORE, Armstrong prays that the Court conduct such proceedings as may be appropriate to adjudicate the instant verified Petition and that the Court grant her the following relief:

I) that process issue for Defendant, requiring him to answer this Sworn Petition within five days;

II) that the Court, *ex parte*, or upon notice to Defendants of any such proceedings as may be necessary, in its discretion, enter the contemporaneously lodged *Ex Parte* Order for the Employment of Deputies, so that Armstrong may legally employ her existing staff during the

pendency of these proceedings, as previously authorized by the Commission with respect to the Budget Year.

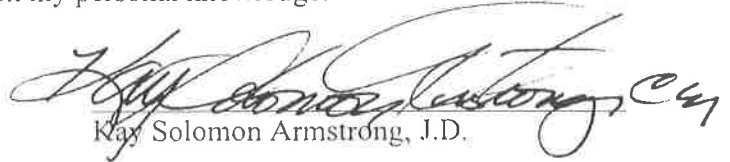
III) that the Court conduct a hearing with respect to this Sworn Petition on an expedited basis and that the Court enter a Judgment providing that Armstrong, as Greene County Clerk and Master, may pay and employ deputies and assistants, in such numbers and salaries as set forth in the Budget, and in addition to those positions set forth in the Budget, one additional full-time and one additional part-time deputies and/or employees, to be compensated as shown in Exhibit 2, plus all applicable Greene County employee benefits and other costs of employment; and

IV) that the Court order and adjudge that all costs and expenses incurred in the prosecution of the instant petition, including, but not limited to, Petitioner's attorney fees and expenses, including but not limited to expert witness and consultant fees, be taxed to the Greene County Clerk and Master's Office and that such costs and expenses be allowed as a credit in settlement with the Greene County Trustee, to the end that Armstrong be expressly authorized either to make such payments from such funds held in her custody, to present warrants for such payments to an appropriate official of Greene County for payment out of the fees of the Greene County Clerk and Master's Office which are held in the custody of such official, or that the Court expressly authorize such other mechanism as may be appropriate to cause the payment of all such costs and expenses.

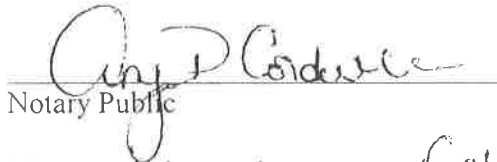
OATH

STATE OF TENNESSEE)
COUNTY OF GREENE)

I, Kay Solomon Armstrong, J.D., do solemnly swear that the facts set forth in the foregoing verified Petition are true based upon my personal knowledge.


Kay Solomon Armstrong, J.D.


Sworn and subscribed to me this 16 day of August, 2017.


Notary Public

My commission expires October 23, 2017



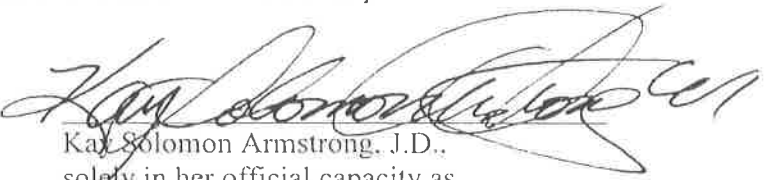
This the 10th day of August, 2017.


Matthew A. Grossman (BPR No. 22107)
Kevin A. Dean (BPR No. 26267)
FRANTZ, McCONNELL & SEYMOUR, LLP
P.O. Box 39
Knoxville, TN 37901
(865) 546-9321
Attorneys for Petitioner

COST BOND


Frantz, McConnell & Seymour, LLP, as Surety, is held and firmly bound unto the Clerk and Master of the Greene County Chancery Court, for the payment of all the Clerk and Master's costs awarded against the principal in this action. To that end, we bind ourselves, our heirs, executors and administrators.

The Principal is commencing legal proceeding in Greene County Chancery Court. If the Principal shall pay all clerk's costs which are adjudged against them, then this obligation is void. If the Principal fail to pay, then the surety shall undertake to pay all costs adjudged against the Principal as provide by Tennessee Code Annotated sections 20-12-120, *et seq.*


Kay Solomon Armstrong, J.D.,
solely in her official capacity as
Clerk and Master of Greene County,
Tennessee
Principal

FRANTZ, McCONNELL & SEYMOUR, LLP

By:


Matthew A. Grossman, Esq.
Partner
Surety

Kay Armstrong, J.D. C & M

DEPT. REQUEST: 3.00%
Increase Percent: 0.00%

ACCT	Employee Name	Department	Employee Number	Hire Date	Step Year	(\$) Hourly Rate	Hourly Rate w/increase	Hours Per Day	Days Per Year	Gross Salary	(201) Social Security	(204) Pension	(206) Life	(207) Health	(210) Unemp.	(212) Med	(299) OFB - YMCA	Don't Total	Package All
CHANCERY COURT																			
53400-0032																			
53400-101	COUNTY CLERICAL ASSISTANT CLERK	Chancery Court		03/05/92	26	84.956		1		84,956	5,270	5,278	45	8,112		1,232		19,937	104,933
Sub Total										\$ 84,956	\$ 5,270	\$ 5,278	\$ 45	\$ 8,112	\$	\$ 1,232	\$	\$ 19,937	\$ 104,933
Count																			
53400-103	ASSISTANT(S)	Chancery Court		08/20/85	32	18.31	18.86	7.5	260	36,776	2,280	2,284	45	8,112	80	593		13,304	50,110
Sub Total										\$ 36,776	\$ 2,280	\$ 2,284	\$ 45	\$ 8,112	\$ 80	\$ 593	\$	\$ 13,304	\$ 50,110
Count																			
53400-119	BOOKKEEPER	Chancery Court		07/01/11	7	15.41	15.87	7.5	260	30,951	1,919	1,922	45	14,124	80	448		18,539	49,490
Sub Total										\$ 30,951	\$ 1,919	\$ 1,922	\$ 45	\$ 14,124	\$ 80	\$ 448	\$	\$ 18,539	\$ 49,490
Count																			
53400-162	CLERICAL PERSONNEL	Chancery Court		07/12/93	19	2,968	2,868	1	1	2,868	178	178			29	42		426	3,294
53400-162		Chancery Court		05/23/10	3	14.92	15.37	7.5	260	29,967	1,858	1,861	45	15,852	80	435		20,130	50,097
53400-162		Chancery Court		07/01/17	1	10.67	10.99	7.5	260	21,431	1,329	1,331	45		80	311		3,095	24,526
53400-162	PROPOSED NEW POSIT	Chancery Court		07/01/17	1	12.50	12.50	7.5	260	24,375	1,511	1,514	45	21,648	80	353		25,151	49,526
53400-162		Chancery Court		04/06/16	3	9.64	9.93	7.5	260	19,382	1,200	1,202	45	21,648	80	281		24,457	43,819
Sub Total										\$ 96,002	\$ 6,076	\$ 5,968	\$ 180	\$ 56,148	\$ 320	\$ 1,379	\$	\$ 72,834	\$ 167,968
Count																			
53400-169	PART-TIME PERSONNEL	Chancery Court		07/19/10	2	8.00	8.24	0	0										
53400-169		Chancery Court		12/03/16	2	8.00	8.24	0	0										
53400-169		Chancery Court		05/06/16	3	8.16	8.40	0	0										
53400-169		Chancery Court		09/26/16	2	8.00	8.24	0	0										
53400-169		Chancery Court				15,620.00	16,068.00	1	260	16,068	956				80	293		1,309	17,377
53400-169	PROPOSED NEW POSIT	Chancery Court				8.00	8.00	5.6	260	11,648	722				80	169		971	12,619
Sub Total										\$ 27,716	\$ 1,718	\$	\$	\$	\$ 160	\$ 402	\$	\$ 2,240	\$ 29,956
Count																			

County Wide Location Sheets
 Fiscal Year Ended 6/30/2018
 Greene County Tennessee
 Home Page

DEPT. REQUEST: 3.00%

Increase Percent: 0.00%

ACCT	Employee Name	Department	Employee Number	Hire Date	Step	Hourly Rate (\$)	Hourly Rate w/increase	Hours Per Day	Days Per Year	Gross Salary	(201) Social Security	(204) Pension	(206) Life	(207) Health	(210) Unemp.	(212) Med.	(299) OFB - YMCA	Benefit Total	Package All
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GRAND TOTAL

\$ 278,441 \$ 17,263 \$ 15,481 \$ 315 \$ 89,496 \$ 654 \$ 4,017 \$ - \$ 127,137 \$ 404,144

*Not for general release.

FULL-TIME :
 PART-TIME :

Exhibit 2

<u>Number of Positions</u>	<u>New or Existing</u>	<u>Title</u>	<u>Annual Pay</u>
1	Existing	Chief Deputy	37,490
1	Existing	Court Clerk	21,847
1	Existing	Court Coordinator	30,549
1	Existing	Bookkeeper	31,552
1	Existing	Court Clerk	19,738
1	Existing	Part-Time Clerk	16,380
1	New	Court Clerk	24,375
1	New	Part-Time Clerk	11,997

8 total deputies

(does not include Clerk and Master)

total deputy compensation -----

193,928

(does not include Clerk and Master salary)

(total deputy compensation does not include mandatory Greene County benefits)

364,400

1240

August 16, 2017

Kay Armstrong, J.D. C & M

August 16, 2017

HULL-CLARK, J.D.C & M

Increase Percent: 5.00%

200

8/10/2017

AUG 14 2017

IN THE CHANCERY COURT FOR GREENE COUNTY, TENNESSEE

**KAY SOLOMON ARMSTRONG, J.D., in her
official capacity as CLERK AND MASTER OF
GREENE COUNTY, TENNESSEE,**

Petitioner,

vs.

**DAVID CRUM, in his official capacity as MAYOR
OF GREENE COUNTY, TENNESSEE,**

Defendant.

FILED: 8/14/2017

Kay Armstrong, J.D. C & M

August 14, 2017

No: 2017-CV-316

5-24-12-11

**PETITIONER'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT**

Petitioner, by and through counsel, pursuant to Rules 33, 34 and 36 of the Tennessee Rules of Civil Procedure and submits to Defendant the following Interrogatories and Requests for Production of Documents.

The following interrogatories are propounded by the undersigned attorneys on behalf of Petitioner, Kay Solomon Armstrong, in her official capacity as Clerk and Master of Greene County, Tennessee ("C&M Armstrong"), pursuant to, among other Rules, Rules 26, 33, 34 and 36 of the TENNESSEE RULES OF CIVIL PROCEDURE and applicable local rules to be answered by Defendant, under oath.

Defendant's obligation to respond to these interrogatories is a continuing obligation, as set forth in TENN. R. CIV. P. 26.05(1) and 26.05(2).

In answering these interrogatories, furnish all information that is available to Defendant, not just the information that is of Defendant's own personal knowledge. This means that Defendant

is to furnish information which is known by, or in the possession of, Defendant's spouse, employers, employees, doctors, attorneys, agents, investigators, and/or examiners employed by Defendant or on Defendant's behalf, as well as the members of the Greene County Commission.

INTERROGATORIES

1. State in detail each reason, and any factual basis for each reason, admissible or not, that you reasonably anticipate may be presented at trial or form the basis for evidence presented at trial, why you believe Petitioner is not entitled to additional employees as requested in her proposed budget and the Petition filed herein.

ANSWER:

2. Identify the name, address, telephone number, e-mail address, occupation and field of expertise of all expert witnesses that you reasonably anticipate you may call to testify at trial. This interrogatory shall not be construed to request information about any expert who may have been or will be consulted in anticipation of litigation but will not to be called as a witness at trial.

ANSWER:

3. For each expert identified in response to interrogatory number 2 above:

- State the subject matter on which the expert is expected to testify;
- State the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion;
- State the qualifications of the expert, including a list of all publications authored in the previous ten years;
- Provide a list of all other cases in which, during the previous four years, the witness testified as an expert; and
- Provide a statement of the compensation to be paid for the study and testimony in this case.

ANSWER:

4. Identify the full name, address, telephone number, e-mail address, and occupation of all lay witnesses that you reasonably anticipate you may call to testify at trial.

ANSWER:

5. Do you, your attorneys or agents, have knowledge of any reports, audits, assessments or similar studies regarding, discussing or evaluating the operation of Petitioner's office or any governmental function of whatever kind carried out by Petitioner in her official capacity? If "yes", describe such document or thing, providing the author or authors, the date or dates such study was conducted, the date or dates such study covers, the purpose for conducting such study, the cost of conducting such study and the impetus for conducting such study.

ANSWER:

6. Have all meetings involving Petitioner's 2017-2018 budget and proposed budget between the County Mayor and the Greene County Commission or its budget committee been open to the public? If "no", describe the date, place, time and substance of the discussions at the meetings and identify by name with contact information (address, telephone number, and e-mail address) each attendee at each meeting.

ANSWER:

7. Have the County Mayor or any member of the Greene County Commission been inside any of Petitioner's offices since Petitioner took office? If "yes", describe the purpose of such visit and the substance of anything learned about the operation of Petitioner's offices in the course of such visits, which may, in any way, relate to the issues present in the instant action.

ANSWER:

8. Describe in detail how the budget process for Greene County, Tennessee works. Furthermore, identify each and every person involved in the same.

ANSWER:

9. Was the Budget attached as Exhibit 3 to Petitioner's Sworn Petition (the "Budget") entered with the Greene County Clerk on or before August 2, 2017? If "yes", state the date the Budget was entered by the Greene County Clerk. If "no" state each and every reason for the delay in filing the Budget with and entering the Budget with the Greene County Clerk.

ANSWER:

10. Was the Budget attached as Exhibit 3 to Petitioner's Sworn Petition (the "Budget") and a copy of the related budget appropriation resolution entered with the Office of State and Local Finance (OSLF) on or before August 2, 2017? If "yes", state the date the Budget was filed with the OSLF and state the date the related budget appropriation resolution was filed with the OSLF. If "no" state each and every reason for the delay in filing either or both of the Budget and related budget appropriation resolution with the OSLF.

ANSWER:

11. Describe in detail the staffing level (i.e. number of total employees, status as full-time or part-time, and hours per week worked) provided to C&M Armstrong immediately prior to the transfer of probate jurisdiction to the Clerk & Master's office in approximately 2011 and describe in detail the staffing level (i.e. number of total employees, status as full-time or part-time, and hours per week worked) provided to C&M Armstrong for each year following the transfer of probate jurisdiction to her office.

ANSWER:

VERIFICATION

**STATE OF TENNESSEE)
COUNTY OF GREENE)**

I, **David Crum**, being first duly sworn, state that the foregoing Interrogatories have been read and the answers thereto are true and correct to the best of my knowledge, information and belief.

AFFIANT

Sworn to and subscribed before me

this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Provide a true copy of the final budget for fiscal year 2017-2018 passed by the Greene County Commission.

ANSWER:

2. Provide copies of all notes or other documents that any person referred to in interrogatory number 7 that may have made in the course of a visit to Petitioner's offices, not including any notes that may have been taken in anticipation of litigation.

ANSWER:

3. Provide all documents referenced in response to the foregoing Interrogatories not previously provided in response to any of the foregoing Requests for Production of Documents.

ANSWER:

4. Provide copies of all expert witness opinions, reports, statistical data and similar materials used by you in the budget decision making process.

ANSWER:

5. Provide copies of all expert witness opinions, reports, statistical data and similar materials that may be used by you in trial.

ANSWER:

6. Provide copies of all documents and other items that may be used as exhibits in trial.

ANSWER:

7. Provide copies of any and all correspondence exchanged between the parties and between C&M Armstrong and the Greene County Commission that have occurred since January 1, 2017.

ANSWER:

8. Provide copies of financial statements, bank statements, trust account statements, certificate of deposit information and all other investments held by or on behalf of Greene County since and including fiscal year 2016-2017.

ANSWER:

9. Provide copies of all reports and/or studies authored by anyone identified in response to Interrogatories number 2 or 3 related to the Greene County Clerk and Master's Office.

ANSWER:

10. Provide copies of any and all correspondence (including but not limited to letters, faxes, e-mails, text messages, etc.) exchanged between yourself and/or the Greene County Commission and anyone identified in response to Interrogatory no. 3 that have occurred since January 1, 2017.

ANSWER:

11. Provide a copy of all documents relied upon or reviewed in answering the foregoing Interrogatories served contemporaneously herewith.

RESPONSE:

This the 10th day of August, 2017.



Matthew A. Grossman (BPR No. 22107)

Kevin A. Dean (BPR No. 26267)

FRANTZ, McCONNELL & SEYMOUR, LLP

P.O. Box 39

Knoxville, TN 37901

(865) 546-9321

Attorneys for Petitioner

AUG 14 2017

IN THE CHANCERY COURT FOR GREENE COUNTY, TENNESSEE
AT GREENEVILLE

KAY SOLOMON ARMSTRONG, J.D.
in her official capacity as
CLERK AND MASTER OF
GREENE COUNTY, TENNESSEE

v.

No. 2017-CV-316

DAVID CRUM,
in his official capacity as
MAYOR OF GREENE COUNTY, TENNESSEE

ORDER OF RECUSAL

This matter has been filed with the Court on August 10, 2017 and involves a salary dispute between the Clerk and Master of Greene County and the Mayor of Greene County.

Due to the nature of this case and the undersigned's direct supervision of the Greene County Clerk and Master and considering Tennessee Supreme Court Rule 10B, the undersigned recuses himself from presiding over this case.

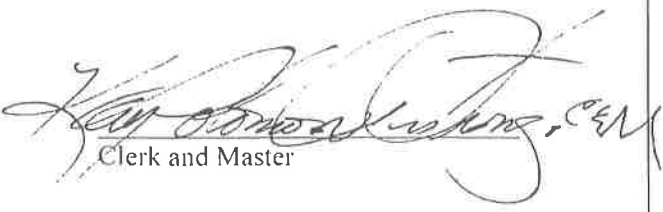
It is therefore ORDERED, ADJUDGED and DECREED that the Honorable Douglas T. Jenkins shall not adjudicate any issues joined in this cause. By virtue of said recusal, another judge shall be designated to hear this action by Interchange to its conclusion and this matter shall be forwarded to the Honorable Beth Boniface, Presiding Judge of the Third Judicial District.

ENTER


Douglas T. Jenkins, Chancellor

CERTIFICATE OF SERVICE

I certify that I have mailed a true and exact copy of the foregoing upon all attorneys of record in this matter this the 14 day of August, 2017:


Clerk and Master

ENTERED August 14, 2017
MINUTE BOOK 260 PAGE
Kay Solomon Armstrong
CLERK & MASTER

**THIRD JUDICIAL DISTRICT OF TENNESSEE
IN THE CHANCERY COURT FOR GREENE COUNTY AT GREENEVILLE**

KAY SOLOMON ARMSTRONG, J.D.
In her official capacity as
CLERK & MASTER
OF GREENE COUNTY, TENNESSEE, Petitioner

v.

No. 2017CV316

DAVID CRUM,
In his official capacity as
MAYOR
OF GREENE COUNTY, TENNESSEE, Respondent

ORDER OF INTERCHANGE

FOR GOOD AND SUFFICIENT CAUSE, the Honorable Douglas T. Jenkins, Chancellor of the Chancery Court, has recused himself from hearing the above-captioned matter pursuant to the provision of Tennessee Code Annotated § 17-2-101.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Honorable Douglas T. Jenkins, Chancellor of the Chancery Court, shall not adjudicate any issues joined in this cause and by virtue of said recusal, and in accordance with Tennessee Supreme Court Rule 11, § VII(c)(1), the Honorable John C. Rambo, Chancery Court Judge of the First Judicial District, shall be designated to hear this action by Interchange to its conclusion.

SO ORDERED.



BETH BONIFACE, PRESIDING JUDGE
THIRD JUDICIAL DISTRICT

CERTIFICATE OF SERVICE

I hereby certify that on this August 15, 2017, a true and correct copy of the foregoing has been served, via facsimile, on Plaintiff's Attorney, Matthew A. Grossman, at 865-637-5249, and County Attorney, Roger Woolsey, at 423-798-1781.



Jane McMinn
Administrative Assistant

IN THE CHANCERY COURT FOR GREENE COUNTY, TENNESSEE

**KAY SOLOMON ARMSTRONG, J.D.,
in her official capacity as
CLERK AND MASTER OF
GREENE COUNTY, TENNESSEE,**

Petitioner,

vs.

No. 2017-CV-316

**DAVID CRUM,
in his official capacity as
MAYOR OF GREENE COUNTY, TENNESSEE**

Defendant.

**ANSWER TO "SWORN PETITION TO EMPLOY NECESSARY DEPUTIES AND
ASSISTANTS"**

Comes Defendant, David Crum in his official capacity as Mayor of Greene County, Tennessee (hereinafter "Defendant"), by and through counsel, and answers the "Sworn Petition to Employ Necessary Deputies and Assistants" filed by the Petitioner, Kay Solomon Armstrong (hereinafter "Petitioner") as follows:

1. The allegations contained in Paragraph 1 are admitted.
2. The allegations contained in Paragraph 2 are admitted.
3. Paragraph 3 contains a legal conclusion and thus contains no averments to which a responsive pleading is required.
4. Defendant admits that the Petitioner, as the Clerk and Master of Greene County, is statutorily obligated to perform certain functions. Defendant denies that probate jurisdiction is not an "ordinary function" of Chancery Court and denies that it is "in addition to the ordinary functions". To the contrary, Defendant avers that pursuant to Tenn.Code Ann. § 16-16-201, probate matters are ordinary and statutory functions of the Greene County Clerk and Master.

5. Defendant admits that the Petitioner and her office presently administer actions to collect delinquent property taxes as contemplated by Tenn. Code Ann. § 67-5-2405(a), but Defendant denies Petitioner's attempt to frame this as a function that is "in addition to her regularly mandated responsibilities." Pursuant to Tenn. Code Ann. § 67-5-2405(a), if said suits are filed in the Chancery Court, then they are her statutorily, legally mandated responsibility. However, pursuant to Tenn. Code Ann. § 67-5-2405(a), said actions may also be filed in Circuit Court, and if filed in Circuit Court would further reduce the claimed need by Petitioner for additional deputies and assistants. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently administer the office of the Clerk & Master, including if Petitioner is devoting her entire working time thereto, although Defendant avers she is not as set forth more fully herein.

6. Defendant denies the allegations contained in this Paragraph 6, and strict proof of the same is demanded.

7. Defendant denies the allegations contained in this Paragraph 7. Alternatively, Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

8. Petitioner's allegations contained in Paragraph 8 are part of the statutory functions, duties, and or responsibilities of the Clerk and Master. Furthermore, to the extent the Petitioner may assert that her claimed "administrative functions" are not part of the ordinary functions of the Clerk and Master, such allegations are denied. Pursuant to Tenn. Code Ann. § 18-1-110, Petitioner, although a licensed attorney, may not practice law in the Chancery Court of Greene County, Tennessee, and Defendant avers that to the extent that this paragraph implies (inadvertently or deliberately) otherwise, said is denied. Moreover, in this paragraph as in the

paragraphs in Petitioner's sworn petition preceding this paragraph, she attempts to erroneously frame her tasks as "additional" or as being other than statutorily required, all of which are denied.

9. Defendant denies the allegations contained in this Paragraph 9 to the extent Petitioner seeks additional deputies and assistants. Defendant avers that said additional personnel are not necessary, and that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

10. Defendant denies that the funding and/or additional staffing presently requested by the Petitioner is necessary. Defendant denies that her requests were "generally ignored" by the Commission. Defendant avers that the Commission denied the Petitioner's request(s) for additional funding/staffing after consideration and upon a determination(s) that the Petitioner has no need for additional funds and/or staff. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

11. The allegations of this paragraph are admitted.

12. The allegations of this paragraph are admitted.

13. The allegations of this paragraph are admitted.

14. In response to Paragraph 14, the Petitioner's budget request speaks for itself.

15. In response to Paragraph 15, Exhibit 1 speaks for itself.

16. In response to Paragraph 16, Exhibit 2 speaks for itself.

17. In response to Paragraph 17, Exhibit 2 speaks for itself.

18. Defendant is without information sufficient to form a belief as to the allegations contained in this Paragraph 18 and strict proof of same is demanded. Defendant avers that Petitioner has failed to set forth pursuant to Tenn. Code Ann. § 8-24-109(2) the approximate amount of fees collected yearly by her office, and has further failed to demonstrate how said fees would support additional staffing expenses, including without increasing fees charged to the public citizens of Greene County.

19. Defendant denies the allegations contained in Paragraph 19. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

20. In response to Paragraph 20, the budget for fiscal year 2017-2018 speaks for itself.

21. In response to Paragraph 21, Exhibit 3 speaks for itself.

22. Defendant denies the allegations contained in this Paragraph 22. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office. Defendant avers that the approved budget provides the funds that satisfy the needs and requirements of the Clerk & Master's office.

23. Defendant avers that Petitioner submitted to the Office of Accounts and Budget a request to increase her salary by three percent above what other similarly situated officers made as determined by the General Assembly.

24. Defendant denies the allegations contained in Paragraph 24. To the extent the allegations contained in this Paragraph 24 seek to characterize the contents of Exhibit 2, such characterizations are denied, and Defendant avers the document speaks for itself. Defendant

avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

25. Defendant denies the Petitioner is entitled to the relief sought in her Sworn Petition or any relief at all of any nature and strict proof of the same is demanded.

26. Defendant denies that the Petitioner needs additional deputies or assistants and funding for salaries and/or additional staff. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

27. Defendant denies that the Petitioner cannot perform her duties, responsibilities, and/or obligations as Clerk and Master with the existing staffing and existing funding, and by devoting her full time thereto and with due attendance to her office.

28. Defendant denies the Petitioner is entitled to an ex-parte order or proceeding. Defendant avers that she has failed to demonstrate any emergent need for an ex-parte order or proceeding.

29. Defendant denies the Petitioner is entitled to any costs, attorneys' fees or other litigation expenses.

30. As an affirmative defense, Defendant asserts that pursuant to Tenn.Code Ann. § 8-20-105, the Petitioner has a duty to reduce the number of deputies and assistants and/or the salaries paid to them whenever can reasonably be done.

31. As an affirmative defense, Defendant asserts that pursuant to Tenn.Code Ann. § 8-24-109, the Petitioner's petition should be dismissed as procedurally deficient because she failed to show the approximate amount of fees collected yearly in her office.

32. Defendant reserves the right to amend this Answer to assert additional affirmative defenses upon further discovery in this matter.

33. Any allegation not denied in this Answer is now specifically denied.

34. Defendant reserves the right to counterclaim.

35. Defendant avers that Petitioner can properly and efficiently conduct the affairs and transact the business of her office by devoting her entire working time thereto, and additional deputies and assistants are not warranted. Defendant avers that the present number of deputies and assistants is sufficient (and/or may exceed) to properly and efficiently conduct the affairs and transact the business of the office.

36. Defendant avers that the Clerk & Master's office, one that is a public office and should be readily available to the public is instead closed to the public all day on every Wednesday and closed every Monday, Tuesday, Thursday and Friday one hour for lunch during which time no staff is readily available to the public, such that her office is open to the public only 8:30 a.m. – Noon and 1:00 p.m. – 4:30 p.m., four days a week. Defendant avers that pursuant to Tenn. Code Ann. § 18-1-102, said closures to the public do not constitute "due attendance at the office". Defendant further avers that based upon a 40 hour work week of 8:00 a.m. – 5:00 p.m., Petitioner is closed to the public no less 12 hours a week / no less than 30% of the week, and/or alternatively closed up to 17 hours per week / no less than 37.7% of the week (when the lunch hour is included in the calculation). Defendant avers that said lack of hours do not constitute "devoting such person's entire working time" required pursuant to Tenn. Code Ann. § 8-20-101(a).

DAVID CRUM, in his capacity as
MAYOR OF GREENE COUNTY, TENNESSEE

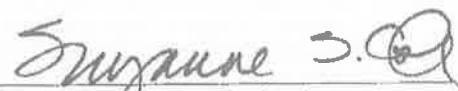
By: 
Suzanne S. Cook (#017579)
HUNTER, SMITH & DAVIS, LLP
100 Med Tech Parkway, Suite 110
Johnson City, TN 37605
Tel: 423-283-6302; Fax: 423-283-6301
sscook@hstdlaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing **Answer** has been served by facsimile transmission and by United States Mail, postage prepaid, to the office of counsel of record by U. S. Mail on this the 28th day of August, 2017, as follows:

Matthew A. Grossman
Kevin A. Dean
Frantz McConnell & Seymour, LLP
P. O. Box 39
Knoxville, TN 37901

HUNTER, SMITH & DAVIS, LLP


Suzanne S. Cook

Fax Call Report

HP LaserJet M4555 MFP

Page 1

Fax Header Information

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Aug/28/2017 4:07:32 PM

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4352	Aug/28/2017 4:02:34 PM	Send	97981743	4:55	9	Success

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Hunter, Smith & Davis 4232836301

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TENNESSEE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

TO: Kay Armstrong, Clerk & Master

WITH (COURT): Greene County Chancery Court, Jonesborough, TN

CLERK'S FAX NUMBER: ~~798-1143~~ 798-1143

CASE NAME: Kay Solomon Armstrong, J.D., in her official capacity as Clerk and Master of Greene County, Tennessee v. David Crum, in his official capacity as Mayor of Greene County, Tennessee

DOCKET NUMBER: 17-AD-0176

TITLE OF DOCUMENT: Answer

FROM (SENDER): Suzanne S. Cook

SENDER'S ADDRESS: 100 Med Tech Parkway, Suite 110, Johnson City, TN 37604

SENDER'S VOICE TELEPHONE NUMBER: 423-283-6302

SENDER'S FAX TELEPHONE NUMBER: 423-283-6301

DATE: 08-28-17 TOTAL PAGES, INCLUDING COVER PAGE: 9

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

cc w/encl.: Matthew A. Grossman & Kevin Dean @ 866-837-5249

Unless authorized by the Court, a facsimile transmission exceeding ten (10) pages, including the cover page, shall not be filed by the clerk.

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 SEPTEMBER 18, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. JIMMEY LYNN BIRD	236 ELL ST GREENEVILLE TN 37743	423-639-5402	911 TUSCULUM BLVD. GREENEVILLE TN 37745	423-639-5121	DEANNA BLAIR GINA SHELTO
2. DANIEL JOSEPH COOPER	120 ASHWAY TERRACE GREENEVILLE TN 37743	423-523-5665	100 BOBBIE AVENUE GREENEVILLE TN 37743	423-639-3191	
3. NANCY E COX	5940 BAILEYTON ROAD GREENEVILLE TN 37745	-	COMCARE, INC. 100 PENNSYLVANIA AVE TN 37745	423-638-3926	COMCARE, INC.
4. DJEANNINE DALTON	221 RADFORD DRIVE GREENEVILLE TN 37743	423-639-1096	123 EAST DEPOT STREET GREENEVILLE TN 37743	423-636-1012	DJEANNINE DALTON
5. GINGER K DUGGER	2375 ROARING FORK RD GREENEVILLE TN 37745	423-895-0655	401 TAKOMA AVE GREENEVILLE TN 37743	423-636-2356	10,000
6. TOBEY DANIELLE HOWELL	124 MARSHALL LANE GREENEVILLE TN 37743	423-787-1462	124 AUSTIN STREET GREENEVILLE TN 37745	423-787-1458	
7. APRIL MICHELLE LANE	200 MAYOR AVE GREENEVILLE TN 37745	423-620-9415	60 SHILOH RD GREENEVILLE TN 37743	423-646-7325	
8. BRENDA KAY MALONE	2155 WHIRLWIND ROAD GREENEVILLE TN 37743	423-972-3492	129 WEST DEPOT STREET GREENEVILLE TN 37743	423-787-8022	
9. KATHERINE A NORVELL	361 DOGWALK RD GREENEVILLE TN 37745	423-609-7106	361 DOGWALK RD GREENEVILLE TN 37745	-	KATHERINE A NORVELL
10. ROCHELLE DENISE PALMER	1504 RIDGE VIEW DR APT 2 GREENEVILLE TN 37745	423-721-5253	833 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-638-3600	
11. AMELIA ELAINE RADER	884 SUSONG MEMORIAL RD GREENEVILLE TN 37743	423 638 6532	2255 E ALLENS BRIDGE RD GREENEVILLE TN 37743	423-638-5532	
12. JUDY S. ROBINSON	202 REGENCY PARK GREENEVILLE TN 37745	423-639-8109	518 TUSCULUM BOULEVARD GREENEVILLE TN 37745	423-639-0683	
13. CHASITY LYNN ROSS	631 MCINTURN RD TELFORD TN 37690	423-426-1435	3634 EAST ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-639-6131	CONSUMER CREDIT UNION
14. SARAH JANE SHARPE	104 ELM ST UNIT 104 GREENEVILLE TN 37743	423-329-1827	833 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-638-3600	
15. NARDA C TABER	118 KEENELAND CIRCLE GREENEVILLE TN 37743	423-329-0950	4600 DUNDAS DR GREENSBORO NC 27404	423-787-0112	

Dei Bryant
SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

9.6.17

DATE

**A RESOLUTION TO REZONE CERTAIN TERRITORY
OWNED BY PATRICIA V. HAACK ETAL
FROM A-1, GENERAL AGRICULTURE DISTRICT TO B-2, GENERAL BUSINESS DISTRICT
WITHIN THE UNINCORPORATED TERRITORY OF GREENE COUNTY, TENNESSEE**

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

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

WHEREAS, Patricia V. Haack ETAL has requested that this property be rezoned from A-1, General Agriculture District to B-2, General Business District; and

WHEREAS, the Greeneville Regional Planning Commission did review a request on March 14, 2017 that the Patricia V. Haack ETAL be rezoned and recommended that the Greene County Commission approve the request to rezone the property.

NOW, THEREFORE BE IT RESOLVED that the Greene County Legislative Body meeting in regular session on the 18th day of September, 2017 a quorum being present and a majority voting in the affirmative to amend the Greene County Zoning Map to show the following property to be zoned B-2, General Business District.

Being the same property identified as Greene County tax map 088, as parcel 014.00, as shown on the attached map.

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

Sponsor Greeneville Regional
Planning Commission

March 14, 2017

Date

Date of Public Hearing
by the Greene County Commission:

September 18, 2017

Date

Decision by the Greene
County Commission:

Approved or Denied

Signed in Open Meeting:

County Mayor

Attest:

County Court Clerk

Approved as to Form:



County Attorney

A.

**RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO AUTHORIZE AND APPROVE
ALLOWING COUNTY EMPLOYEES TO PARTICIPATE IN THE STATE OF TENNESSEE DEFERRED
COMPENSATION PLAN II, - 401(k) - AND APPROVE THE
PARTICIPATING EMPLOYER AGREEMENT**

GREENE COUNTY
[Participating Employer]

Administered by: Treasurer, State of Tennessee 502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building Nashville, Tennessee 37243
Telephone: 615-532-2347

WHEREAS, Greene County, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) and 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee; and

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement; and

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document"); and

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities; and

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document; and

B.

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

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Greene County Commission ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer.

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 18th day of September, 2017, a quorum being present and a majority voting in the affirmative to authorize and approve allowing County Employees to participate in the State of Tennessee Deferred Compensation Plan II, 401(k) and approve the participating employer agreement.

BE IT FURTHER RESOLVED that the County Mayor for Greene County, Tennessee is authorized to sign an Agreement with the State of Tennessee to allow Employees of Greene County to participate in the State of Tennessee's Deferred Compensation Plan II 401(k) and such other documents that may be required.

BE IT FURTHER RESOLVED:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.

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

- c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing

service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Budget & Finance 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

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Greene County Commission
Address: 204 N Cutler St #206, Greeneville, TN 37745
Phone: (423)-798-1776

Person Authorized to receive Official Notices from the Plan or Administrator:

Shelley Fillers

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6000622

**(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM ("TCRS")]**

This Participating Employer ☒ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

Nationwide Retirement Solutions formally known as Pebsco

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. ☒ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective January 1, 2018 **(insert effective date of this Agreement).**
2. ☐ This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below):**
 - a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. ☐ Other (must specify elective provisions in this Agreement that are being changed):

3. ☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be January 1, 2018 **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on January 1, 1982 **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. ☐ the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. ☐ the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. ☐ the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

i. ☐ Employees who have not attained the age of _____ (not to exceed 21).

ii. ☐ Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. ☐ Employees who do not satisfy the following eligibility requirements:

- c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☐ any employee in the following class(es) of employees:

vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. ☐ Employees who have not attained the age of _____ (not to exceed 21).
- ii. ☐ Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. ☐ Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. ☐ Employees who have not attained the age of _____ (not to exceed 21),
- ii. ☐ Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. ☒ The Participating Employer DOES NOT elect automatic enrollment.
2. ☐ The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. ☐ All Employees
- ii. ☐ All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.
- b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. ☐ will be treated as a new Employee, or
- ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

- G. **SERVICE WITH PREDECESSOR EMPLOYER.** *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1. ☒ This section is N/A because there are no predecessor employers.
2. ☐ Service with any predecessor employers will not be counted for any purposes under the Plan.
3. ☐ Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

- H. **HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

- I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

- J. COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

- K. COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

- L. FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

- M. EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

- N. MATCHING CONTRIBUTIONS.** *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. ☒ NOT make Matching Contributions on Elective Deferrals.
- b. ☐ match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. ☐ match ____% of the first \$____ of Participant elective deferrals.
- d. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. ☒ NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. ☐ match _____ % of Mandatory Salary Reduction Contributions for the Participant up to _____ % of Compensation.
- c. ☐ match _____ % of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. ☐ match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. ☐ 100% vesting immediately.
- 2. ☐ 100% vesting after 3 Years of Service.
- 3. ☐ 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(Check box 1 OR box 2.)*

1. ☒ The Participating Employer shall NOT make Non-Matching Contributions.
2. ☐ The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. ☐ an amount fixed by appropriate action of the Employer.
 - b. ☐ _____% of Compensation of Participants for the Plan Year.
 - c. ☐ \$_____ per Participant.
 - d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. ☐ 100% vesting immediately.
2. ☐ 100% vesting after 3 Years of Service.
3. ☐ 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. ☐ N/A because all contributions are 100% vested immediately.
2. ☐ Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. VESTING COMPUTATION PERIOD. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

Z. TRANSFERS. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

AA. HARDSHIP WITHDRAWALS. The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.

BB. PARTICIPANT LOANS. The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.

CC. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

DD. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. ☒ IS NOT *(if checked continue to II below)*, or
2. ☐ IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

- a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*
 - i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
 - ii. ☐ any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. ☐ Any employee who is not covered by Social Security.
- b. Contributions: *(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):*
 - i. ☐ The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. ☐ Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)

This Participating Employer Agreement as adopted:

1. ☒ does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. ☐ provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: **(Complete box i or ii below):**

- i. ☐ shall apply only to Employees who become Participants on or after the effective date;
- ii. ☐ shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: **(Complete box i or ii below):**

- i. ☐ are
- ii. ☐ are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Greene County

Classes of Eligible Employees

Contribution Amount

**RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO AUTHORIZE AND APPROVE
ALLOWING COUNTY EMPLOYEES TO PARTICIPATE IN THE STATE OF TENNESSEE DEFERRED
COMPENSATION PLAN AND TRUST- 457(b) RESOLUTION AND APPROVE THE
PARTICIPATING EMPLOYER AGREEMENT**

GREENE COUNTY
[Participating Employer]

Administered by: Treasurer, State of Tennessee 502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building Nashville, Tennessee 37243
Telephone: 615-532-2347

WHEREAS, Greene County, Tennessee, (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

C.

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

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Greene County Legislative Body "Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 18th day of September, 2017, a quorum being present and a majority voting in the affirmative to authorize and approve allowing County Employees to participate in the State of Tennessee Deferred Compensation Plan 457 (b) and approve the participating employer agreement.

BE IT FURTHER RESOLVED that the County Mayor for Greene County, Tennessee is authorized to sign an Agreement with the State of Tennessee to allow Employees of Greene County to participate in the State of Tennessee's Deferred Compensation Plan 457 (b) and such other documents that may be required.

BE IT FURTHER RESOLVED:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service

("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.

- d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
- 10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
- 11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- 12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
- 13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
- 14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters

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

involving the Plan.

15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Budget & Finance 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

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Greene County Commission

Address: 204 N Cutler St #206, Greeneville, TN 37745

Phone: (423)-798-1776

Person Authorized to receive Official Notices from the Plan or Administrator:

Shelley Fillers

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6000622

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer ☒ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

Nationwide Retirement Solutions formally known as Pebsco

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. ☐ This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Agreement).
2. ☐ This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (please specify type below):
 - a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. ☐ Other (must specify elective provisions in this Agreement that are being changed):

3. ☒ This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be July 1 _____, 2017 (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on May 8 _____, 2009 (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement**: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement**: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☐ any employee in the following class(es) of employees:

vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. ☒ The Participating Employer DOES NOT elect automatic enrollment.

2. ☐ The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. ☐ All Employees.

ii. ☐ All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. ☐ will be treated as a new Employee, or
ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. ☒ SHALL allow the deferral of leave provision described above.
2. ☐ SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. *(Check and complete box 1 OR box 2 OR box 3 OR box 4.) [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]*

The Participating Employer shall:

1. ☒ NOT make Matching Contributions.
2. ☐ match ____% of Participant elective deferrals of up to ____% of Compensation.
3. ☐ match ____% of the first \$____ of Participant elective deferrals.
4. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. ☒ The Participating Employer shall NOT make Non-Matching Contributions.
2. ☐ The Participating Employer shall contribute: (Check and complete one box.)
 - a. ☐ an amount fixed by appropriate action of the Employer.
 - b. ☐ _____ % of Compensation of Participants for the Plan Year.
 - c. ☐ \$ _____ per Participant.
 - d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

- R. TRANSFERS.** Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

- S. UNFORESEEABLE EMERGENCY WITHDRAWALS.** In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

- T. PARTICIPANT LOANS.** The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

- U. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

- V. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

- W. DISTRIBUTIONS.** A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____



SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Greene County

Classes of Eligible Employees

Contribution Amount

**A RESOLUTION TO APPOINT MEMBERS TO THE VARIOUS GREENE
COUNTY COMMITTEES/BOARDS/COMMISSIONS**

WHEREAS, general state law requires in some instances or otherwise authorizes the appointment of county commissioners and other individuals to various committees, boards and commissions to study and make recommendations to the County Legislative Body and/or to exercise such authority independently as may be granted by statute or otherwise; and

WHEREAS, these committees, boards, and commissions provide valuable input and service not only to the County Legislative Body, but also to the county officials, departments of county government, and the citizens of Greene County as a whole; and

WHEREAS, T.C.A. § 5-6-106 provides that the County Mayor shall appoint members to the various committees, boards, and commissions serving Greene County and its citizens; and

WHEREAS, such appointees shall be subject to confirmation by the County Legislative Body; and

WHEREAS, attached as Exhibit "A" to this Resolution is the Greene County Mayor's appointments for the various committees subject to the approval of the Greene County Legislative Body.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 18th day of September, 2017, a quorum being present and a majority is voting in the affirmative that the attached Exhibit "A" of the appointments for the various Greene County committees, boards, and commissions be approved as presented.

Robin Quillen
Sponsor

County Mayor

County Clerk

County Attorney

D.

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

Greene County Committees

updated 9/18/17

Committee Description:

Member Names:

Term on Committee:

Airport Authority (5 year terms)	1	Carter, John	City
	2	Paul Burkey - 7th District	2/21/2020
	3	John Waddle	9/19/2021 County
	4	Malone, Janet	City
	5	White, Timer	1/20/2017
Animal Control Committee	1	Chris Cutshall, Director	
	2	Zak Neas - 2nd District	
	3	Robin Quillen - 3rd District	
	4	Lyle Parton - 4th District	
	5	Frank Waddell - 6th District	
	6	Paul Burkey - 7th District	
Audit Committee	1	Beth Ann Collins	
	2	Bill Moss	
	3	Thomas "Tommy" Love	
Beer Board Committee	1	John Waddle, 6th District	
	2	Paul Burkey, 7th District	
	3	Frank Waddell, 6th District	
Budget Committee	1	David Crum - Co. Mayor	
	2	Danny Lowery, Budget Director	Ex Officio
	3	Wade McAmis, 1st District	
	4	Butch Patterson, 7th District	
	5	Brad Peters, 2nd District	
	6	Dale Tucker, 1st District	
Building Code Committee Tim Tweed	1	Lyle Parton, 4th District	
	2	Brad Peters, 2nd District	
	3	Pamela Carpenter, 5th District	
	4	Frank Waddell, 6th District	
	5	Josh Kesterson, 6th District	
	6	Robin Quillen - 3rd District	
	7	White, Tim - 1st District	
Building Code Appeals Comm. formed 2008 Tim Tweed	1	William Brown , EMA Director	
	2	Dena Fillers	
	3	Idell, Jeff, Construction	
	4	Jacobs, John, Structural Engineer	
	5	Parton, Lyle - 4th District	
	6	Riley, Sam, Realtor	
	7	White, Tim - 1st District	
	8	Wright, Dave, Architech	

Cable Franchise Committee

1	Butch Patterson, 7th District	
2	John Waddle, 6rd District	
3	Robin Quillen, 3rd District	
4	Josh Arrowood, 2nd District	
5	Gerald Miller, 5th District	
6	Woolsey, Roger, Co. Atty.	

Civil Service Board*serve three-year terms*

1	Payne, Douglas	2017
2	Metcalf, Ron	2018
3	Wells, Hugh	2017

Delinquent Tax Board

1	Zak Neas, 2nd District	
2	Lyle Parton, 4th District	
3	Eddie Jennings, 4th District	
4	Jason Cobble, 3rd District	

Education Committee

1	David McLain, School Director	
2	Zak Neas, 2nd District	
3	Sharron Collins, 3rd District	
4	Pamela Carpenter, 5th District	
5	Dale Tucker, 1st District	
6	Butch Patterson, 7th District	

Emergency Medical Services

1	Crum, David - Co. Mayor	
2	Brown, William, EMA Director	Ex Officio
3	Robin Quillen, 3rd District	
4	Daniels, W. T, City Mayor	
5	Dr. Atim Rasheed (TAK)	Current Med. Director
6	Eddie Jennings, 4th District	
7	Street, Shaun, Health Dept. Director	
8	Paxton, Keith	
9	Whitfield, Chuck, LMH	
10	Tammy Albright, TAK	

**Agriculture Extension
Committee**

1	David Crum, Co. Mayor	Ex Officio
2	Dale Collette	2018
3	Jason Cobble, 3rd District	2018
4	Julie Kleinlein	2019
5	Betty Love	2018
6	Erich Winter	2017
7	Frank Waddell	2018
8	Dale Tucker	2018

Ethics Committee

1	Joy Rader, Register of Deeds	Elected Official
2	Josh Arrowood, 2nd District	
3	Gerald Miller, 5th District	
4	Jason Cobble, 3rd District	
5	George Clemmer, 4th District	
6	Paul Burkey - 7th District	
7	John Waddle, 6th District	
8	Tim White, 1st District	

Board of Equalization*APPOINTED IN 2013*

1	Crum, Ray	
2	Gentry, Phil	
3	Phillipa, Wayne	
4	Pillar, Marc	
5	Wildman, Joseph, Chairman	

**Greene County Health & Safety
(Debris Ordinance)***(Tim Tweed)*

1	Lyle Parton, 4th District	
2	Frank Waddell - 6th District	
3	Wade McAmis - 1st District	
4	Robin Quillen - 3rd District	
5	Tim White - 1st District	

**Greene County Historical
Committee**

1	Josh Arrowood, 2nd District	
2	Massey, Tim	Historian
3	Josh Kesterson, 6th District	
4	Wade McAmis, 1st District	

**Greene County Records
Committee**

1	Armstrong, Kay S	
2	John Waddle, 6th District	
3	Tim Massey	Historian
4	Josh Arrowood, 2nd District	
5	Erin Evans	Librarian
6	Rader, Joy	
7	Bryant, Lori	
8	Walker, Madge	
9	Wright, Judge	

Health Board*4 year terms*

1	*TBD*	
2	Alexander, Carmelia	2017
3	Boyes, Dr. John	2017
4	Crum, David - Co. Mayor	2017
5	Corley, Alan B., Pharmacist	2017
6	David McLain, School Director	2017
7	O'Dell, Dr. Michael J, Physician	2017
8	Shepard, Dr. Craig	2017
9	Street, Shaun, Local Health Dept. Director	2017
10	Woolsey, Doug, Veterinarian	2017
11	Zook, Dr. Kimi	2017 Ex Officio

Investment Committee

1	Nathan Holt - Trustee	
2	Dale Tucker, 1st District	
3	Josh Arrowood, 2nd District	
4	John Waddle, 6th District	
5	Paul Burkey, 7th District	
6	George Clemmer, 4th District	

Industrial Park Agency

1	David Crum, Co. Mayor	
2	W.T. Daniels, City Mayor	
3	City Representative	
4	Terry Leonard	
5	Allen Jones	

Insurance Committee

1	David Crum - Co. Mayor	
2	Pat Hankins - Sheriff	
3	David McLain	
4	Roger Woolsey, Co. Atty	
5	Danny Lowery, Budget Director	
6	David Weems, Hwy, Superintendant	
7	John Waddle, 6th District	
8	Sharron Collins, 3rd District	
9	Dale Tucker, 1st District	
10	Brad Peters, 2nd District	

Law Enforcement Committee

1	Pat Hankins, Sheriff	
2	George Clemmer, 4th District	
3	Frank Waddell, 6th District	
4	Josh Kesterson, 6th District	
5	Sharron Collins, 3rd District	
6	Eddie Jennings, 4th District	
7	James Randolph, 7th District	
8	Robin Quillen, 3rd District	
9	Zak Neas, 2nd District	
10	Jason Cobble, 3rd District	
11	Lyle Parton, 4th District	

Local Library Board*3 year term*

1	Bewley, Carla	1/20/2017 City
2	Hawk, Buddy	City Co-Term
3	Henbree, Beth	1/20/2018 County
4	Kidwell, Ginny	1/20/2018 City
5	Pensinger, Julia	1/19/2019 County
6	Butch Patterson, 7th District	Co-Term County
7	Bobby Holt	1/19/2019 City

9-1-1 Representatives

4 year terms - Sept. ea. Yr.
1 year term for VFAssoc.

1	Ray Adams	2019
2	William Brown	2019
3	Terry Cannon, Chief of Police	2018
4	Alan Shipley, Fire Chief TBD	2018
5	Josh Kesterson, 6th District	2018
6	Ryan Holt (1 year term)	2015
7	William Holt	2018
8	Calvin Hawkins, EMS Director	2019
9	LeRoy Tipton	2016

9-1-1 Sign Committee*5 members chosen by County Mayor*

1	Jerry Bird	
2	John Waddle, 6th District	
3	Paul Burkey - 7th District	
4	Josh Kesterson, 6th District	
5	Danny Ricker	

Personnel Policies Committee*Mayor Crum - Ex. Officio*

1	Brad Peters, 2nd District	
2	Dale Tucker, 1st District	
3	Tim Shelton, 5th District	
4	Robin Quillen, 3rd District	
5	Eddie Jennings, 4th District	
6	Frank Waddell, 6th District	
7	Butch Patterson, 7th District	

Planning Commission <i>(Serve four-year terms)</i> Advising: Amy Tweed Tim Tweed	1	Lyle Parton, 4th District	Co-Term
	2	Gwen Lilley	2018
	3	Frank Waddell - 6th District	Co-Term
	4	Stevi King	2018
	5	Gary Rector	2020
	6	Edwin Remine	2020
	7	Kristen Girton	2020
	8	Phillip Ottinger	2018
	9	Sam Riley	2018
Property Sales Committee <i>Appointed by Co. Mayor</i>	1	Zak Neas, 2nd District	
	2	Lyle Parton, 4th District	
	3	Eddie Jennings, 4th District	
	4	Jason Cobble, 3rd District	
Purchasing Committee <i>5 members including Co. Mayor as per law</i>	1	David Crum, Co. Mayor	
	2	Frank Waddell, 6th District	
	3	Pamela Carpenter, 5th District	
	4	Lyle Parton, 4th District	
	5	Tim White, 1st District	
Range Oversight Committee	1	David Crum, Co. Mayor	
	2	Terry Cannon, Police Chief	
	3	Pat Hankins, Sheriff	
	4	Jerry Strom, Community Representative	
	5	Cynthia Painter, WSCC	
	6	Dick Fawbush, Community Representative	
	7	James Randolph, 7th District	
	8	Tommy Whitehead, TWRA	
Regional Library Board	1	Booker, Rebecca	
	2	Pesinger, Julia	
Regional Solid Waste <i>six year terms</i>	1	Jim Greene, Solid Waste Director	County
	2	Benko, Mark	2019 City
	3	Reynolds, Jennifer	2020 County
	4	G'Fellers, Neil	2018 City
	5	Peters, Brad	2017 City
	6	Webster, Sarah	2017 City
	7	Hauser, Joel	2022 County
	8	Bird, Robert	2020 Tusculum
	9	Waddell, John	2021 County
Road & Highway Committee	1	George Clemmer, 4th District	
	2	Frank Waddell, 6th District	
	3	Pamela Carpenter, 5th District	
	4	Zak Neas, 2nd District	
	5	Robin Quillen, 3rd District	
	6	Butch Patterson, 7th District	
	7	Tim White, 1st District	

Solid Waste Committee

1	Lyle Parton, 4th District	
2	Brad Peters, 2nd District	
3	Robin Quillen, 3rd District	
4	Wade McAmis, 1st District	
5	Frank Waddell, 6th District	
6	Pamela Carpenter, 5th District	
7	Paul Burkey - 7th District	

Board of Zoning Appeals

*Appointed to 5 yr. Staggered
terms*

Advising:

Tim Tweed
Amy Tweed

1	Beth Douthat	2018
2	Maybrey G'Fellers	2018
3	John Waddle - 6th District	2019
4	Zak Neas, 2nd district	2019
5	Robert Wilhoit	2019
6	Jason Smith	2019
7	Holly Brooks	2019

**A RESOLUTION TO BUDGET THE \$17,026 IN PROCEEDS FROM THE
SALE OF A USED FRONT LOADER FROM FUND #116 – SOLID WASTE
FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS, the Solid Waste Department has received proceeds for the sale of a front loader vehicle totaling \$17,026, and

WHEREAS, the Solid Waste Department. wishes to expend those funds during the fiscal year and

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

INCREASE BUDGETED REVENUES

44530	Sale of Equipment	\$ 17,026
	Total Increase in Revenue	\$ 17,026

INCREASE BUDGETED APPROPRIATIONS

55710	SANITATION MANAGEMENT	
435	Office Supplies	\$ 526
446	Small Tools	5,500
709	Data Processing Equipment	5,000
790	Other Equipment	6,000
	TOTAL INCREASE IN APPROPRIATIONS	\$ 17,026

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 18th day of September, 2017, 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

County Attorney

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
THE GREENE COUNTY MAYOR TO SUBMIT AN APPLICATION FOR THE FY 2018
USED OIL GRANT**

WHEREAS, the Greene County Mayor's Office intends to apply for the aforementioned grant from the Tennessee Department of Environment and Conservation; and

WHEREAS, the Greene County Mayor will be the Grant Administrator of this grant if it is approved, and

WHEREAS, the grant will provide funding for the purchase of a new oil storage tank with spill pan to replace the existing tank which currently does not meet standards, and

WHEREAS, the County also requests funds to purchase an antifreeze storage tank with a spill pan to expand the types of automotive fluids collected, and

WHEREAS, the County will request an amount not expected to exceed \$10,000 and,

WHEREAS, this is a non-matching grant, and

WHEREAS, the contract for the grant will impose certain legal obligations upon the County Mayor's Office.

NOW, THEREFORE BE IT RESOLVED:

1. That should said application be approved by Tennessee Department of Environment and Conservation, then the County Mayor is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the FY 2018 Recycling Equipment Grant by Greene County.

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 18th day of September, 2017, 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



County Attorney

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**RESOLUTION TO TRANSFER \$45,000 IN RESTRICTED FUNDS
COMMITTED FOR PUBLIC SAFETY CAPITAL OUTLAY TO THE
SHERIFF'S DEPARTMENT FOR PURCHASE OF EQUIPMENT FOR FYE
JUNE 30, 2018**

WHEREAS, the Greene County Legislative Body created a restricted fund for the Sheriff's Department on March 16th, 2015 for the express purpose of purchasing computers, software, phones, accessories and to pay for hardwiring the Sheriff's Department for such computer system to allow deputies to prepare and file paperless reports and perform other necessary functions required of them while on patrol without the necessity of returning to the Sheriff's Department

WHEREAS, the Greene County Sheriff's Department requests the release of \$45,000 in restricted funds to purchase the authorized equipment

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 18th of September 2017 a quorum being present and a majority voting in the affirmative,

DECREASE IN RESERVED FUND BALANCE

34625 COMMITTED TO PUBLIC SAFETY CAPITAL OUTLAY	\$ 45,000
Total decrease to budgeted restricted fund balance	<u>\$ 45,000</u>

INCREASE IN APPROPRIATIONS:

54110 SHERIFF'S DEPARTMENT	
307 Communications	\$ 35,000
338 Maintenance and Repair - Vehicles	5,000
418 Equipment and Machinery Parts	2,000
450 Tires and Tubes	<u>3,000</u>
Total increase in appropriations	<u>\$ 45,000</u>

Law Enforcement Committee
Sponsor

County Clerk

County Mayor



County Attorney



**A RESOLUTION TO BUDGET \$2,309 IN REVENUE RECEIVED FROM
CONFISCATED PROPERTY FOR THE SHERIFF'S DEPARTMENT FOR THE
FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS, the Greene County Sheriff's Dept. received equitable sharing funds from the US Department of Justice in the amount of \$2,309, and

WHEREAS, the funds were received as a result of a joint investigation with federal agencies in which property and cash were seized and entitled the Greene County Sheriff's Department to a share of the proceeds, and

WHEREAS, the proceeds must be spent on approved items associated with law enforcement, and

WHEREAS, the Sheriff Dept. wishes to expend those funds during the fiscal year and

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

INCREASE BUDGETED REVENUES

42910	Proceeds from Confiscated Property	\$ 2,309
	Total Increase in Revenue	\$ 2,309

INCREASE BUDGETED APPROPRIATIONS

54110	SHERIFF'S DEPARTMENT	
716	Law Enforcement Equipment	\$ 2,309
	TOTAL INCREASE IN APPROPRIATIONS	\$ 2,309

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 18th day of September, 2017, 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

Roger A. Walsby
County Attorney

**A RESOLUTION TO BUDGET THE \$2,115 IN INSURANCE
REIMBURSEMENT FOR THE REPAIR OF A SHERIFF'S DEPARTMENT
VEHICLE FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS, the Sheriff's Department has received an insurance reimbursement for the repair of a vehicle totaling \$2,115, and

WHEREAS, the Sheriff's Department wishes to expend those funds during the fiscal year and

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

INCREASE BUDGETED REVENUES

49700	Insurance Recovery	\$ 2,115
	Total Increase in Revenue	\$ 2,115

INCREASE BUDGETED APPROPRIATIONS

54110	SHERIFF'S DEPARTMENT	
338	Maintenance and Repair Services - Vehicles	\$ 2,115
TOTAL INCREASE IN APPROPRIATIONS		\$ 2,115

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 18th day of September, 2017, 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

County Attorney

Roger A. Woolsey

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