

AGENDA

GREENE COUNTY LEGISLATIVE BODY

Monday, April 16, 2012

10:00 A.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, April 16, 2012 beginning at 10:00 a.m. in the Criminal Courtroom (Top Floor) in the Courthouse. There will be a joint workshop/caucus in the Criminal Courtroom with the Commission and Board of Mayor and Aldermen at 8:30 a.m. to discuss Tax Increment Financing. Attorney, Mark Mamantov will be present to explain Tax Increment Financing.

Call to Order

- *Pledge to Flag
- *Invocation
- *Roll Call

Public Hearing

1. Jeff Dupree - John Deere

- A. A resolution accepting an application seeking to form an Industrial Development Board of the Town of Greeneville and Greene County, Tennessee, finding and determining that such Board be formed, authorizing, the persons making such application to proceed to form such Board, and approving the form of the amended and restated Certificate of Incorporation of such Board.

Approval of Prior Minutes

Reports

Reports from Solid Waste Dept.
Committee Minutes

Old Business

- B. A resolution to change the road length of West Seven Springs Lane (second reading);

Election of Notaries

Resolutions

- C. A resolution of the Governing Body of Greene County, Tennessee, authorizing the issuance, sale, and payment of six month capital outlay notes, series 2012 not to exceed \$484,416 (school bus capital outlay notes);
- D. A resolution to amend the 2012 fiscal year budget for reimbursements received by the Sheriff's Dept.;
- E. A resolution to budget for an Appalachian High Intensity Drug Trafficking Area (HIDTA) Subrecipient Grant;
- F. A resolution to appoint members to the Greene County Board of Equalization;
- G. A resolution to transfer funds for fiscal year 2011-2012 for the Board of Education.

Other Business

- Appointment of a member to fill a vacancy on the local Solid Waste Committee and on the Kinser park Commission;
- Mayor Broyles to declare an upcoming vacancy for the office of Circuit Court Clerk, effective July 1, 2012, due to the resignation of Gail Davis Jeffers on June 30, 2012.

Adjournment

ELECTION OF NOTARIES

April 16, 2012

SHERI BANNACH	RENEWAL
CHRISTI BOLTON	RENEWAL
PHYLLIS COX	NEW
TRACI ELLENBURG	RENEWAL
VALERIE FLEEGLE	RENEWAL
MARGARET FORBY	RENEWAL
TONI FOREMAN	NEW
KIMBERLY GRAY	NEW
LINDA HARRELL	RENEWAL
ALLEN HAWK	NEW
NANCY HOPSON	RENEWAL
ROBIN JENNINGS	NEW
ALLEN JONES	RENEWAL
ANGELIA KAYLOR	NEW
ETHEL KNOWLTON	RENEWAL
TERESA MENGEL	NEW
RICKY MOORE	NEW
RACHEL MORRISON	NEW
MARVIN OGLE	NEW
TONY OTTINGER	NEW
ROBIN QUILLEN	NEW
CARLA RAMSEY	NEW
STEPHANIE SIZEMORE	RENEWAL
DEBBIE STEWART	NEW
CODY SWINNEY	NEW
LISA VANOVER	NEW

A RESOLUTION ACCEPTING AN APPLICATION SEEKING TO FORM AN INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF GREENEVILLE AND GREENE COUNTY, TENNESSEE, FINDING AND DETERMINING THAT SUCH BOARD BE FORMED, AUTHORIZING THE PERSONS MAKING SUCH APPLICATION TO PROCEED TO FORM SUCH BOARD, AND APPROVING THE FORM OF THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF SUCH BOARD.

WHEREAS, Sections 7-53-101 et seq., Tennessee Code Annotated (the "Act"), provides for the formation of an industrial development corporation of a Tennessee city or county for the purposes, among others, of constructing, acquiring, improving, repairing, renovating, extending, equipping, furnishing, operating, maintaining and managing one or more "projects," as such term is defined in the Act, including the power to demolish existing structures, as provided in the Act; the borrowing of funds to carry out any of its purposes and powers with respect to any such project or projects and the lending of funds for any such purpose; and

WHEREAS, pursuant to the Act, The Industrial Development Board of Greene County, Tennessee (the "County Board") was formed on November 12, 2004; and

WHEREAS, Section 7-53-104(b) of the Act provides that two or more municipalities, as such term is defined in the Act, may, by acting jointly, incorporate an industrial development corporation; and

WHEREAS, a written Application seeking permission to apply for the amendment and restatement of the formation documents of the County Board for the purpose of forming a joint industrial development corporation for Greene County, Tennessee and the Town of Greeneville, Tennessee pursuant to the Act has been filed with the County Commission (the "Governing Body") of Greene County, Tennessee (the "Municipality"); and

WHEREAS, it is the intention of the Governing Body to adopt this resolution to grant such permission pursuant to Section 7-53-201, Tennessee Code Annotated.

A

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

1. Acknowledgment of Application. The Governing Body hereby acknowledges receipt of an Application to Form The Industrial Development Board of the Town of Greeneville and Greene County, Tennessee (the "Joint Board") pursuant to Section 7-53-201 of the Act, submitted to it by three (3) natural persons who are duly qualified electors of and taxpayers in the Municipality. (A form of said Application is attached hereto as Exhibit A.)

2. Findings and Determination. The Governing Body hereby finds and determines that it is wise, expedient, necessary and advisable that the Joint Board be formed pursuant to the Act.

3. Authorization to Proceed. The Governing Body hereby authorizes the persons making such Application to proceed to form the Board.

4. Approval of Amended and Restated Certificate of Incorporation. The Governing Body hereby approves the form of the Amended and Restated Certificate of Incorporation proposed to be used in organizing the Joint Board, in the form presented to this meeting and attached to the Application as an exhibit.

5. Appointment of Board of Directors. Pursuant to the Application to Form The Industrial Development Board of the Town of Greeneville and Greene County, Tennessee (the "Application"), the Governing Body hereby appoints seven (7) directors of the Board of Directors of the Joint Board to be appointed by the Governing Body for the terms of office opposite their respective names, such terms are adjusted for the purpose of complying with Section 7-53-301 of the Act, commencing on the date the Amended and Restated Certificate of Incorporation is filed with the Secretary of State of Tennessee:

<u>Director</u>	<u>Length of Term</u>
Terry Leonard	2 years
Steve Harbison	2 years
Daniel Walcott	4 years
JW Douthet	4 years
Scott Niswonger	6 years

Jerry Fortner

6 years

Tom Hopson

6 years

The County Mayor of Greene County is also hereby appointed as a director of the Joint Board, and term of office of the County Mayor as a director shall be coextensive with each County Mayor's term of office as is permitted by Section 7-53-104 (b) of the Act.

6. Other Documents. The Governing Body hereby authorizes and directs the Mayor and County Clerk, or either of them, to execute and deliver and to make such certifications as shall be deemed necessary and advisable in connection with the formation of the Board.

Adopted and approved this ____ day of April, 2012.

Mayor

ATTEST:

County Clerk

Brenda Grogan
Sponsor

County Attorney

**RESOLUTION TO CHANGE THE ROAD LENGTH OF
WEST SEVEN SPRINGS LANE
(Second Reading)**

WHEREAS, West Seven Springs Lane is in the 19th Civil District of Greene County, and begins at McDonald Road and dead-ends ; and

WHEREAS, on the Greene County Road List said length of the lane is listed as .57 mile; and

WHEREAS, US Nitrogen, LLC has requested that the portion of West Seven Springs Lane adjoining property that it owns be closed and has agreed to construct a turn-a-round to the County specifications at it's expense and on it's property; and

WHEREAS, the said road length is now .57 mile and the Greene County Road List needs to be changed to .18 mile reflecting that .39 mile at the end of West Seven Springs Lane is being removed from the Greene County Road List by this Resolution .

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on the 16th day of April, 2012, a quorum being present and a majority voting in the affirmative, that the Road List for Greene County be modified to reflect that the length of West Seven Springs Lane is approximately .18 mile in length and said road is to be maintained by the Greene County Highway Department.

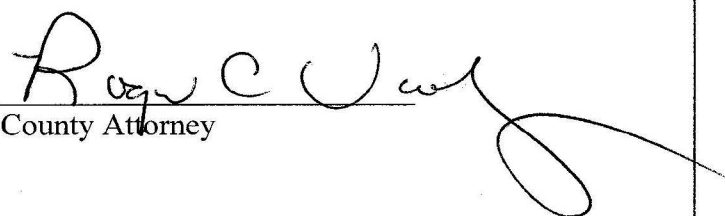
Roger A. Woolsey
County Attorney
204 N. Cutler St.
Suite 120
Greeneville, TN 37745
Phone: 423/798-1779
Fax: 423/798-1781

Highway Committee
Sponsor

County Clerk

County Mayor

County Attorney



B.

RESOLUTION OF THE GOVERNING BODY OF
GREENE COUNTY, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
SIX MONTH CAPITAL OUTLAY NOTES, SERIES 2012
NOT TO EXCEED \$484,416

WHEREAS, the Governing Body of Greene County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project") : purchase of six (6) seventy-eight passenger school buses (the "Project") at a cost of \$484,416 and an economic life of six(6) years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Greene County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Greene County Mayor of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed four hundred eighty-four thousand, four hundred sixteen dollars (\$484,416) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "School Bus Capital Outlay Notes, Series 2012", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed four percent (4%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than six (6) months after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least six years.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

C

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The Notes shall be further secured by the revenues of the Education Debt Service Fund of Greene County, Tennessee.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the county mayor of the Local Government and the manual signature of the county clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the director of accounts and budgets of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the county trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is Attachment 1 to this resolution.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the

Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall provide any information required by the Comptroller of the Treasury or Comptroller's Designee to determine that a balanced budget is kept during the life of the notes.

Section 11. That, if any of the Notes shall remain unpaid at the end of one (1) fiscal year from the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the Comptroller of the Treasury or Comptroller's Designee.

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this sixteenth day of April 2012.

County Mayor

Budget and Finance Committee

Sponsor

County Clerk

County Attorney

SCHOOL BUS CAPITAL OUTLAY NOTE FORM

Registered
Note #: _____

Greene County
Of the
State of Tennessee
School Bus Capital Outlay Note,
Series 2012

Registered
\$ _____

DATED

INTEREST RATE

MATURITY DATE

_____, 20__

_____ %

_____, 20__

Registered Owner: _____
Principal Sum: \$ _____

The _____ (Governing Body) of _____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the _____ of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in session on the _____ day of _____, 20__ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the _____, and countersigned and attested by the manual signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20 ____.

(Mayor)

ATTESTED: _____
(County Clerk)

SEAL

ASSIGNMENT

Note No. R-_____.

Amount: \$_____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Greene County Commission with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

**A RESOLUTION TO AMEND THE 2012 FISCAL YEAR BUDGET FOR
REIMBURSEMENTS RECEIVED BY THE SHERIFF'S DEPARTMENT**

WHEREAS, the county received a signing bonus of \$40,000 for entering into a new one year contract for the jails inmate telephone services; and

WHEREAS, the sheriff wishes to expend this amount;

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

INCREASE BUDGETED REVENUES

43370	Telephone Commissions	<u>\$ 40,000</u>
Total increase in budgeted revenues		<u><u>\$ 40,000</u></u>

INCREASE APPROPRIATIONS

54210	JAIL	
716	Law Enforcement Equipment	<u>\$ 40,000</u>
Total adjustments to appropriations		<u><u>\$ 40,000</u></u>

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session this 16th day of April 2012, 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

D

DAN D.WALKER - GREENE COUNTY TRUSTEE
Miscellaneous Receipt

Description: SIGNING BONUS/SECURUS
Date: 03/19/2012
Initials: MDC
Drawer No: 0007
Pay Method: OVER THE COUNTER

Receipt No: 0001019
Amount: 40,000.00
Tendered: 40,000.00
Change: 0.00
Group: 080

Rcvd Of: SECURUS

CHECK 418080

40,000.00

Revenue Code: 43370

101 TELEPHONE COMMISSIONS

40,000.00

DAN WALKER, TRUSTEE

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*** ORIGINAL COPY ***

**A RESOLUTION TO BUDGET FOR AN
APPALACHIAN HIGH INTENSITY DRUG TRAFFICKING
AREA (HIDTA) SUBRECIPIENT GRANT**

WHEREAS, the Financial Commission for Appalachian High Intensity Drug Trafficking Area has entered into a grant agreement with the Greene County Sheriff's Department to provide funds for overtime hours incurred during the calendar year of January 1, 2012 thru December 31, 2012. The total amount of funds allocated to Greene County Sheriff's Department is \$15,000. This subrecipient grant is on a reimbursement basis;

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

INCREASE ESTIMATED REVENUE:

47990	Other Direct Federal Revenue	<u>\$ 15,000</u>
Total increase to estimated revenues		<u><u>\$ 15,000</u></u>

INCREASE IN APPROPRIATIONS:

54110	Sheriff's Department	
187	Overtime Pay	\$ 12,728
201	Social Security	789
204	State Retirement	1,298
212	Employer Medicare	<u>185</u>
Total increase in appropriations		<u><u>\$ 15,000</u></u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 16th day of April, 2012, 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

E

DAN D. WALKER - GREENE COUNTY TRUSTEE
Miscellaneous Receipt

Description: REIMB FOR GAS/FIN COMM FOR APP
Date: 03/29/2012
Initials: MDC
Drawer No: 0007
Pay Method: OVER THE COUNTER

Receipt No: 0001089
Amount: 604.75
Tendered: 604.75
Change: 0.00
Group:

Rcvd Of: FIN COMM FOR APPA HIDTA/SHERIF CHECK 120024

604.75

Revenue Code: 44170

101 MISCELLANEOUS REFUNDS

604.75

SB 47990

Financial Commission For Appalachia HIDTA

120024

03/26/2012 2695-24-24

Obligat'n Invoice number	Request Number	Invoice Date	Description	Amount
23913 1	21201	02/21/12	HIDTA Reimb 01/17-02/14/12	604.75
			*** Total ***	604.75

APPALACHIA HIDTA
SUBGRANT RECIPIENT AGREEMENT WITH
GREENE COUNTY SHERIFF'S DEPARTMENT

1. **PURPOSE:** This agreement is entered into by and between Greene County Sheriff's Department (hereinafter referred to as "Recipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Recipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this sub-agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Recipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Recipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Recipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Recipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.
3. **STANDARDS AND GUIDELINES:** The Recipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Recipient further agrees to comply with the terms of Office Management and Budget Circular No. A-87, entitled "Cost Principles for State and Local Governments", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Recipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).
4. **PUBLIC RECORDS COMPLIANCE:** The Recipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Recipient's jurisdiction.
5. **ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA:** The Recipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center

staff. The Recipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.

6. **TERMINATION, SUSPENSION OR DELAY:** The Recipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Recipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Recipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Recipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.
7. **CONDITIONS OF SIGNATURES:** It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a waiver in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright, or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.
8. **LEGAL ACTION:** Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.

9. DECONFLICTION: All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.
10. FRINGE BENEFITS: If your agency is budgeted for fringe benefit costs, reimbursement of these fringe benefits shall not exceed 30% of salary.
11. Supplemental Agreements Attached: The recipient acknowledges that the following documents are attached to this agreement and that the policies set forth therein are acceptable to the recipient and considered an integral portion of the Subgrant Agreement.

Documents are as follows:

- Appendix "A" – Agency Information
 - Attachment #1 – Special Conditions – Appalachia HIDTA Subgrant Recipient Agreements
 - Attachment #2 – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations
 - Attachment #3 – Confidential Funds Certification
12. As required by Section 703(o)(3) of the 2007 ONDCP Reauthorization Act, PL 109-469, your agency is required to provide methamphetamine laboratory seizure data to the national clandestine laboratory database/National Seizure System at the El Paso Intelligence Center.

APPENDIX
A

Agency Name: Greene County Sheriff's Department

Address: 116 East Depot Street
Greeneville, TN 37743

Telephone: 423-798-1800

Fax: 423-798-1801

Agency Head
Name and Title: Sheriff J. Steven Burns

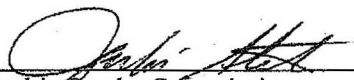
Name and Title of
Agency Chief
Financial Officer:

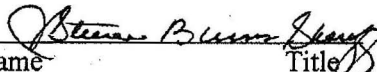
Subgrant Number: G12AP0001A

UNDERSTOOD AND AGREED TO:

FOR THE FINANCIAL COMMISSION
FOR APPALACHIA HIDTA
PO BOX 5070
LONDON, KENTUCKY 40741

FOR THE RECIPIENT
GREENE COUNTY
SHERIFF'S DEPT.
116 EAST DEPOT STREET
GREENEVILLE, TN 37743

BY: 
Jackie Steele, Commissioner

BY: 
Name Title

BY: 
J. L. Albright, Commissioner

DATE: 12/1/11

DATE: 12/5/11

A RESOLUTION TO APPOINT MEMBERS TO THE GREENE COUNTY
BOARD OF EQUALIZATION

WHEREAS, it is necessary to appoint members to serve on the
Greene County Board of Equalization; and

WHEREAS, the following list of members is presented for approval
by the Greene County Commission.

John Fillers, Ray Parton, Joseph E. Wildman, Marc Pillar, and Ray
Crum.

NOW, THEREFORE, be it resolved, by the Greene County
Legislative Body, meeting in regular session on this 16th day of April,
2012, a quorum being present and a majority voting in the affirmative, that
the following list of members be appointed to the Greene County Board of
Equalization as presented.

THIS THE 16th DAY OF APRIL, 2012.

County Mayor

Commissioner Nathan Holt
Sponsor

County Clerk

County Attorney

F

**A RESOLUTION TO TRANSFER FUNDS
FOR FISCAL YEAR 2011-2012**

WHEREAS, the Greene County School System is amending the 2011-2012 Budget to reflect the transfer of funds from our Unassigned Fund Balance to cover the cost of the West Greene Field House;

WHEREAS, the following appropriations will be amended:

ACCOUNT NO.	GENERAL FUND ACCOUNTS	INCREASE	DECREASE
39000	Unassigned Fund Balance		36,352.74
76100 707	Building Improvements	36,352.74	

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 16th day of April 2012, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

County Mayor

Greene County Education Committee
Sponsor

County Attorney

County Clerk

G