

STATE OF TENNESSEE  
COUNTY OF GREENE

GREENE COUNTY LEGISLATIVE BODY  
SEPTEMBER 18, 2017  
6:00 P.M.

The Greene County Legislative Body met in regular session on September 18, 2017, at 6:00 P.M. in the Greene County Courthouse.

Mayor Crum called the meeting to order to transact business that is to lawfully come before the Honorable Body. Commissioner Jason Cobble gave the invocation. Mayor Crum called on Commissioner Josh Kesterson to led the Pledge to the Flag.

Mayor Crum called on Commissioners to sign in on their keypads and the following Commissioners were present. Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White were present. There were 21 Commissioners present.

## PUBLIC HEARING

- Erin Evans, Director of the Greeneville/Greene County Public Library, spoke to the Commission about how the library is performing. She stated that there are currently 15,572 library card holders in Greene County, and there were 18,549 items checked out of the library. She gave a slide show presentation about the Library to the Commissioners. Erin Evans also spoke about the T. Elmer Cox and Historical Library, which 55 percent of those utilizing the T. Elmer Cox are from the Greene County, while 45 percent are from other places.
- There was no public hearing regarding Morgan Road rezoning due to Resolution A being pulled.
- Commissioner Neas called on former Greene County Trustee, Dan Walker to speak to the Commissioner in regards to the Resolution B and C, which would be the State of Tennessee Deferred Compensation Plan II and Deferred Compensation and Trust and would take the place of Nationwide.  
Mr. Walker stated that he had been with Nationwide for 20 years and has been in a fund which is now closed. He stated that he wants Greene County to stay with Nationwide.
- Commissioner Neas called on Matthew Grossman to speak in regards to the salary lawsuit with Clerk and Master Kay Solomon Armstrong. He presented for the record a letter he had sent July 27 to Greene County Attorney Roger Woolsey to convey a pre-lawsuit offer from Kay Solomon Armstrong to let the county avoid litigation if it would agree to fund a single new full-time position in her office, to the Commissioners and also to County Clerk Lori Bryant to have entered into the record of the meeting.
- Commissioner Cobble called on Alan Sheets, a Nationwide representative to speak to the Commission. Mayor Crum suggested for him to speak prior to the discussion on Resolution B and C.
- Commissioner Arrowood called on Lena Kendrick Dean, secretary of Indivisible Greene County organization. She pleaded with Commissioners of the concerns of some citizens living near the U.S Nitrogen plant, which they believe is generating pollutants causing health problems.
- Commissioner Jennings called on Erin Hensley Schultz, president of Indivisible Greene County to speak to the Commission concerning the U.S. Nitrogen plant. She stated that Greene County did not notify the public in a satisfactory way about the Health & Safety Standard Committee meeting. She also stated that the Indivisible Greene County group did not attend the meeting because its advance notice not published in the Greeneville Sun due to a communication breakdown within the newspaper. The advance announcement if the meeting was made by the radio station.

- Commissioner Carpenter called on Trudy Wallack, chairperson of Indivisible Greene County, to speak to the Commission in regards to U.S. Nitrogen for recently installing an alert system to be used in cases of accidental releases of noxious substances, but not making the system accessible for residents close to the plant, just other industries. She invited the Commissioners to join the Indivisible Greene County in making visits with residents near U.S. Nitrogen to hear their stories.

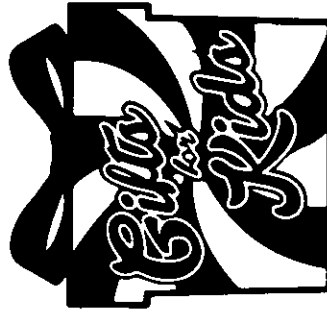
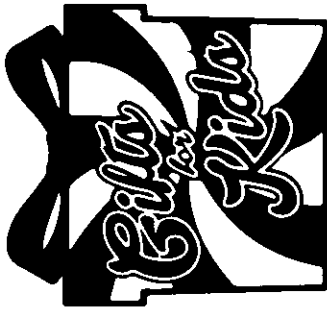
Mayor Crum passed around the Certificate for Gifts for Kids to the Commissioners.

- Commissioner Waddle called on Joel Hausser to speak to the Commission. Joel Hausser commended Greene County Clerk Lori Bryant for going to the different locations to renew vehicle registrations, and Road Superintendent, David Weems for the extra work that he did at the gun range. He also commended the EMS for the purchase of 2 automated CPR devices for non-trauma CPR incidents.
- Commissioner Patterson called on Ferrie Ellis to speak on behalf of the Indivisible Greene County. He said I hope that the politics surrounding environmental concerns do not overwhelm our concern about the well-being of our neighbors.

Mayor Crum recognized the ladies of the Farm Bureau that were present at the meeting.

# CERTIFICATE OF

## APPRECIATION



This Certifies That  
Greene County Mayor David Crum  
& County Board of Commissioners

is awarded this Certificate for

Gifts For Kids Christmas In July Fundraiser

on this 12<sup>th</sup> day of August 2017

Tom Gregory  
Tom Gregory

Fran Gregory  
Fran Gregory

Rick Dipton  
Rick Dipton, Vice President



## PROCLAMATION

Mayor Crum announced to the Commission the Proclamation for the Suicide Prevention Month.

**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 10<sup>th</sup> 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



## NOMINATION AND APPROVAL OF CHAIRMAN OF THE COUNTY LEGISLATIVE BODY

Mayor Crum asked for nominations for Chairman of the County Legislative Body.

A motion was made by Commissioner Peters and seconded by Commissioner Clemmer to nominate and approve Mayor David Crum as the Chairman of the County Legislative Body. A motion was made by Commissioner Clemmer and seconded by Commissioner Peters for the nomination to cease. Motion was approved by acclamation. All those in favor stated I.

## NOMINATION AND APPROVAL OF CHAIRMAN PRO-TEM OF THE COUNTY LEGISLATIVE BODY

Mayor Crum asked for nominations for Chairman Pro-Tem for the County Legislative Body.

A motion was made by Commissioner Quillen and seconded by Commissioner Miller to nominate and approve Commissioner Tucker as Chairman Pro-Tem of the County Legislative Body.

A motion was made by Commissioner Clemmer and seconded by Commissioner Peters for the nomination to cease. Motion was approve by acclamation. All those in favor stated I.

## APPROVAL OF PRIOR MINUTES

A motion was made by Commissioner Quillen and seconded by Commissioner Clemmer to approve the prior minutes.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken to approve the prior minutes. Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Tucker, Waddell, Waddle, and White voted yes. Commissioner Shelton abstained. The vote was 20 – aye; 0 – nay; and 1 – abstained. Mayor Crum stated that the prior minutes were approved.

## REGULAR COUNTY COMMITTEE MEETINGS

**SEPTEMBER 2017**  
**SATURDAY, SEPT 2**  
**MONDAY, SEPT 4**

**HOLIDAY**  
**HOLIDAY**

**COUNTY CLERK'S OFFICE CLOSED**  
**ALL OFFICES CLOSED**

TUESDAY, SEPT 5  
 WEDNESDAY, SEPT 6  
 TUESDAY, SEPT 12  
 TUESDAY, SEPT 12

3:30 P.M.  
 1:00 P.M.  
 9:00 A.M.  
 1:00 P.M.

EDUCATION COMMITTEE  
 BUDGET & FINANCE  
 RANGE OVERSITE COMMITTEE  
 PLANNING

CENTRAL SCHOOL OFFICE  
 ANNEX  
 RANGE SITE  
 ANNEX

**MONDAY, SEPT 18**

**6:00 P.M.**

**COUNTY COMMISSION**

**COURTHOUSE**

MONDAY, SEPT 25  
 MONDAY, SEPT 25

9:00 A.M.  
 6:00 P.M.

AIRPORT AUTHORITY  
 HIGHWAY COMMITTEE (IF NEEDED)

TOWN HALL  
 HIGHWAY DEPT.

TUESDAY, SEPT 26

8:30 A.M.

INSURANCE COMMITTEE

ANNEX

WEDNESDAY, SEPT 27

8:30 A.M.

ZONING APPEALS (IF NEEDED)

ANNEX

**OCTOBER 2017**  
**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  
 TUESDAY, OCT 10

9:00 A.M.  
 1:00 P.M.

RANGE OVERSITE COMMITTEE  
 PLANNING

RANGE SITE  
 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\*\***

# 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 WGT	TIRE COUNT	E WASTE	OMNI	IORNY ALUM	FENCE WIRE
Aug-17																	
1	71.11	21	17		3.2	1.33											
2	51.1	32	18		1.58							4.16	362			1660	
3	54.86	15	13		3.93											2490	
4	72.5	29	22		1.84		8210									620	
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									
<b>TOTALS</b>					<b>235.625</b>	<b>3190.366</b>	<b>7960.282</b>	<b>15505</b>	

# **GREENE COUNTY SOLID WASTE**

## **TONS PER DAY**

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



# **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	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
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	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
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**

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

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	.30	.00	178,371.26	169,452.68	8,918.28	.00	.00	.00
23132	SALES TAX - BOAT	.00	.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	22,936.50	.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	.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	341.00	341.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	4,406,544.49	4,371,110.49	35,434.00	.00	.00	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS								
26100	COURT FUNDS AND COST	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATION	.00	.00	.00	.00	.00	.00	.00	.00
26315	CONTRIBUTIONS-ORGAN DONATION	.00	.00	6,342.76	6,342.76	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	7,999.00	7,999.00	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	35,528.23	35,528.23	.00	.00	.00	.00
26700	CASH BONDS	.00	.00	.00	.00	.00	.00	.00	.00
26901	GENELOGY RESEARCH	.00	.00	.00	.00	.00	.00	.00	.00
26998	REFUND	-951.24	.00	16,427.17	17,013.82	.00	.00	.00	-364.5
26999	OVER & SHORT	-409.65	.00	589.34	.00	.00	.00	.00	-998.9
	*** SUB-TOTAL ***	-1,360.89	.00	66,886.50	66,883.81	.00	.00	.00	-1,363.5
29900	FEE & COMMISSION ACCOUNT								
29000		.00	.00	.00	.00	.00	.00	.00	.00
29900	CLERK'S MISC FEES	-34,823.18	-135,041.03	641,480.73	905,030.88	-145,200.94	.00	.00	-51,515.0
29910	COMPUTER CLERK FEE	6,120.00	-4,593.00	1,515.00	6,567.00	.00	.00	.00	6,579.0
29920	COURT FUNDS	.00	.00	.00	.00	.00	.00	.00	.00
29930	STATE/TITLE CONTRACT FUNDS	.00	-16,771.00	.00	16,771.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	-28,703.18	-156,405.03	642,995.73	928,368.88	-145,200.94	.00	.00	-44,936.0
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	-46,353.5

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							-5,161.40
	GREENBANK INVESTMENTS	.00							.00
	BANK OF AMERICA INVESTMENTS	.00							.00
	HERITAGE BANK INVESTMENTS	.00							.00
	ACCOUNTS RECEIVABLE	2,398.88							2,943.20
	CREDIT CARD DEPOSIT/ACC RECEI	30,526.81							46,671.70
	TITLE GIFT VOUCHER	.00							.00
	RENEWAL GIFT VOUCHER	.00							.00
***	TOTAL ***	30,108.77							46,353.50

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.

Jeri Bryant  
(Signature)  
Greene County Clerk  
(Title)

7/19/17  
(Date)

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



Greene County Chancery Court  
Annual Financial Report  
For The Year Ended June 30, 2017

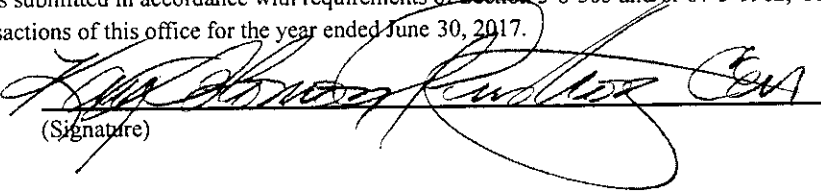
Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
<b>Fund: 905 Clerk And Master</b>							
23000	Due To State Of Tennessee						
23111	Litigation Tax	0.00	-233.75	16,166.25	-14,857.05	-1,075.45	0.00
	<b>Totals:</b>	0.00	-233.75	16,166.25	-14,857.05	-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
	<b>Totals:</b>	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
	<b>Totals:</b>	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
	<b>Totals:</b>	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
	<b>Totals:</b>	14.62	-1,145.24	178,489.44	-205,784.72	28,425.90	0.00
<b>Fund Totals:</b>		1,415,640.05	-53,118.95	1,799,018.20	-1,684,061.42	0.00	\$1,477,477.88

Greene County Chancery Court  
**Annual Financial Report**  
For The Year Ended June 30, 2017

**Summary of Assets:**

Cash On Hand	\$10.00	\$10.00
Cash In Bank	\$632,335.64	\$754,970.64
Investments	\$783,294.41	\$722,497.24
	<hr/>	<hr/>
Totals:	\$1,415,640.05	\$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)

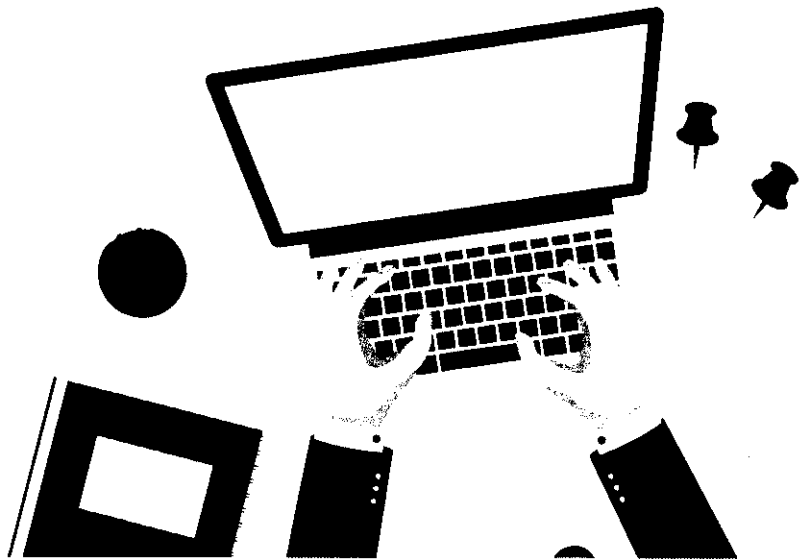
REPORTS FROM SOLID WASTE DEPARTMENT  
COMMITTEE MINUTES  
ANNUAL FINANCIAL REPORT FROM CHANCERY COURT AND THE  
CHANCERY COURT PROBATE DIVISION  
ANNUAL FINANCIAL REPORT FROM THE GREENE COUNTY CLERK

A motion was made by Commissioner Clemmer and seconded by Commissioner Collins to approve the Reports from Solid Waste Department, Committee Minutes, and the Annual Financial Report for the offices of the Chancery Court and the Chancery Court Probate Division, and the Annual Financial Report from the Greene County Clerk.

Mayor Crum called the Commissioners to vote on their keypads. The following vote was taken: Commissioner Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Jennings abstained. The vote was 20 – aye; 0 – nay; and 1 – abstain. The motion to approve the Reports, Committee Minutes, and the Annual Financial Reports was approved.



## Telling A Better Business Story



How well do people understand who your business serves? Are you doing the right things to move your business forward? Are you selling what people really need? Or are you selling what you think people need? Businesses are constantly competing for their prospects' and customers' attention, it can be challenging to effectively tell the story of what you do. The good news

is there are tools available to help businesses establish and promote a brand that will help draw in customers. Business owners, employees, and non-profit directors are invited to attend this workshop that will help attendees understand some of the crucial issues affecting branding and marketing, including:

- ◆ Overall strategy and structure in reaching your intended audience with an effective and engaging message
- ◆ Understanding and strengthening your brand
- ◆ Create a compelling story that fits within your businesses branding and marketing
- ◆ Using print, digital and social media to promote and support your brand
- ◆ Break out sessions for developing your brand and message.

### Who should attend:

- ◆ Nonprofit Management and Staff
- ◆ Business Owners and Staff
- ◆ Marketing Managers and Staff

### Date and Time

Wednesday, October 18th  
9:00 AM – 12:00 PM  
*Food and beverages  
provided*

### Location

Greeneville City Schools  
Central Office  
129 West Depot Street  
Greeneville, TN 37743



### Who will be teaching:

Rick Keller is the Managing Director of Summit Marketing. Rick has over 25 years of graphics arts and marketing experience and extensive knowledge of not only crafting brands, but also promoting in them in the marketplace. He has worked with a variety of clients over the

years, both in the corporate and nonprofit sectors, including churches, nationwide auto chains, and almost everything in between in helping them craft messages that support their brand, product, or service. Rick is an experienced speaker and has done training on marketing and media topics all over the region.

### Registration

Please register by calling 423-638-4111, or e-mailing Tammy Kinser at [tkinser@greenecop.com](mailto:tkinser@greenecop.com)  
Registration is \$20 per person .

The Greeneville Sun



*Presented by the team from Summit Marketing.*



**SUMMIT**  
MARKETING

[www.thesummitmarketing.com](http://www.thesummitmarketing.com)

**Summarization of Impact of the 2017 NJCAA World Series  
Greenville & Greene County - Direct Spending and Economic Impact**

(1) Motel, hotel cabin, camping fees and B&B bookings - all available rooms in our community were booked and several had to stay in other communities (Washington, Cocke, Hamblen Counties) due to the overflow of guests into our community

(2) Local transportation, Gas & Oil, and related expenses

(3) Admissions & fees for not only our games but for local attractions, movies, swimming pool, parks and historical sites saw daily/weekly traffic up

(4) Restaurants, grocery stores, small convenience markets and other vendors saw increased sales

(5) Retail/ Clothing, local and NJCAA souvenirs, sporting goods and other local goods and services were also increased by the NJCAA tournament guests

- Eight teams from across the nation coming into our community for a total of 265 players, team coaching and administrative staff members, and numerous family members, friends and fans
- National exposure for Greenville/Greene County, Tusculum College and Tusculum Colleges' Pioneer Park on social media, radio, newspaper, internet and word of mouth
- Sales tax revenue for an entire week for Greenville/Greene County & the City of Tusculum received a boost from the NJCAA event
- Two future Pioneers signed with the College to play after their sophomore season
- Continual exposure of our community on NJCAA.TV.com

Teams alone booked 459 rooms at an average of \$99 per night + 16.75% = \$53,055.81

Total Indirect Economic Impact of World Series = \$765,000.00

Each coach spent an average of \$3,384 on the entire team – (This does not include individual spending of team members or families)

Through the NJCAA and their NASC Economic Impact Calculator

- \$27,064.77 was spent on direct food and beverage expenditures
- \$19,028.12 was spent on daytime entertainment expenditures

Questions posed to NJCAA coaches:

- Was Championship managed in a professional manner – 85.71% yes
  - Comments – The staff and hosts were great
- Do you feel the championship location was suitable – 85.71% yes
- Please rate your experience with director & staff – 71.43% Excellent/28.57% Above average
  - Comments – The staff was great and very accommodating
- Hotel – 85.71% Excellent (Courtesy of staff) 14.29% Average
- What they liked most about the tournament
  - Friendly people, great facility, outstanding tournament experience and gracious hosts
  - Venue was great, location/accommodations/banquet were very nice and centralized to hotels
  - Privilege to participate – entire experience was fantastic, possible travel destination for some
  - Host Family- great experiences with cookouts and other planned activities for teams by locals
  - Everything was great, nice clean facilities, nice people, helpful staff and volunteers
  - The facility was praised by many, as was the beautiful Tusculum College campus
  - Grounds Crew kept the field in major league shape, stadium very clean

Budget:

Revenue - \$42,383.02

Expenses – 33,576.02

Profit - \$8,807.00\*

\*Several items were received as in-kind donations for the tournament, and do not show as a revenue or expense  
Examples- hotdogs, drinks, chips, cookies, tents and other items for the Kids day at the ballpark were all donated; Much of the food in the hospitality room was donated and countless volunteer hours were also utilized.

**Comments from Skip Bailey – NJCAA Official, Athletic Director of Monroe Junior College, Rochester, NY**

- **Accepting the Championship Bid on short notice, the Greeneville Community opened their arms to eight teams from around the country to compete in the D-III Junior College World Series. We truly believe we have found a new home for this competition. The players, coaches and their families were treated to a first-class event which featured one of the most outstanding baseball facilities in the country. The Championship was coordinated in outstanding fashion by Doug Jones, Athletic Director from Tusculum College, the professionalism of the umpires was outstanding, the welcoming banquet was memorable, and the host families rolled out the red carpet in welcome in true Southern hospitality style. From the results and comments after the Tournament, one would have thought that Tammy Kinser and her staff had been running this Championship for 30 years. Our hope is that the Tournament will, in fact, remain in Greeneville, Tennessee for the next 30 years!**
- **Judging the economic impact as an outsider, I would imagine the benefits were significant for the community. With eight baseball teams, their families, officials, and other related administrators flooding the local hotels, restaurants and entertainment venues for almost an entire week, I'm sure local revenues were positively impacted. Following the Championship, the Tournament Director, Skip Bailey, received nothing but positive comments from the eight participating colleges, as well as from the National Junior College Athletic Administration. It is with great optimism that we look forward to the 2018 D-III World Series. Our sincere thanks to the Greene County Partnership/Chamber of Commerce and Tammy Kinser, Doug Jones and his staff, and Tusculum College for pulling your community together to provide the experience of a lifetime to our student-athletes.**

**Comments from Mark Krug - NJCAA Chief Operations Officer; Communications, Championships & Development:**

- **The best thing about this championship was the community who hosted it. The people of this city rallied together to make it the best ever for everyone involved. Host families treated the athletes like family and all guests were treated very well. The venue was perfect, and it is my hope that Greeneville will be the host city for many years to come. They put their heart into it.**
- **Wonderful site, generous and welcoming community, it was the perfect place for this tournament. They did a very commendable job, especially as this was their first time hosting this event.**

**Quote from Doug Wren, head coach for Tyler, TX.**

**"We were treated extremely well while we were here," the coach concluded. "Our host family, the tournament staff, the grounds crew, I thought they all did a wonderful job."**

**They put on a good tournament. Hopefully we'll be able to make a return trip.**



[Chamber](#)

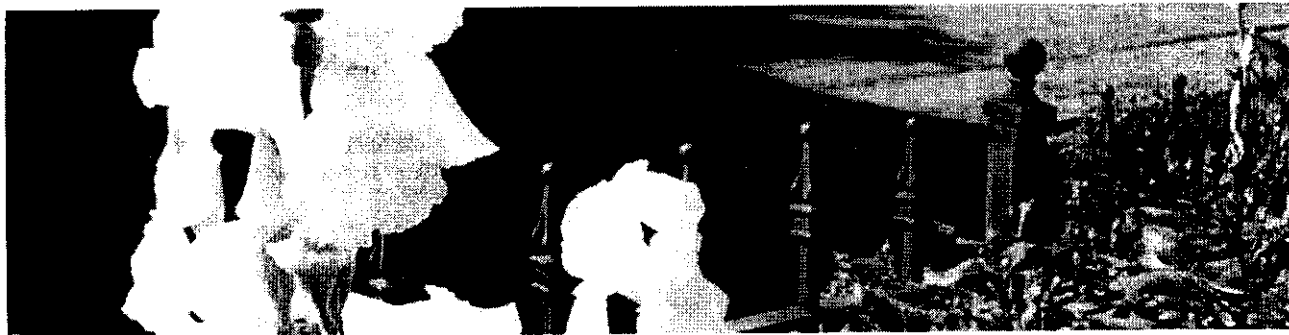
[Community](#)

[Events](#)

[Keep Greene Beautiful](#)

[News](#)

[About GCP](#)



August 14, 2017

## Chamber News

### August Membership Breakfast

Don't forget to RSVP for the August Membership Breakfast scheduled for Tuesday, August 15, at 7:30 a.m. at the General Morgan Inn and Conference Center. Walters State Community College will be the sponsor and the cost is \$3 with reservations, \$8 without. Leadership Greene County Graduation will follow the breakfast. Please RSVP to [gcp@greenecop.com](mailto:gcp@greenecop.com) or call 638-4111 by Friday, August 11.

### Marsh Propane Business After-Hours

Marsh Propane invite you to a Business After-Hours/Greeneville High School Tailgating Party prior to the GHS vs. Dobyns-Bennett Game, Friday, August 18, 5 p.m. until game time in the Partnership parking lot. RSVP to 638-4111 or email [gcp@greenecop.com](mailto:gcp@greenecop.com) by Wednesday, August 16. BBQ will be served.

### Golf Shoot-Out

Brochures and registration forms will be going out this week for the 23rd Annual Greene County Partnership Golf Shoot-Out. The tournament is scheduled for Thursday, September 21, at Link Hills Country Club, and the entry fee of \$150 per player includes cart and greens fees, lunch, beverages during play, and dinner following the tournament. Sponsorships are available. Partnership members are invited to provide door prizes (\$25 or more), and goody bag items for the golfers. For more information, contact Joni Parker at the Partnership, 423-638-4111, or email [chamber@greenecop.com](mailto:chamber@greenecop.com).

### Leadership Reception

All Leadership graduates are invited to attend the welcome reception for the 2017-18 Leadership Greene County Class this Thursday the 17th, 5:30 p.m. at the Greene County Partnership.

### 2018 Membership Directory

Work has begun on the 2018 Membership Directory by the Partnership and Greeneville Sun staffs. All members of the Partnership have the opportunity to advertise in this award-winning, members-only publication which will be distributed to newcomers and visitors to the area during 2018, as well as placed online for viewing through the Partnership website, tremendously expanding advertising efforts. If you are interested in advertising in the directory, contact Artie Wehenkel, Diane Shelton, Wendy Wilder, Sandi Blalock or Hala Watson at The Greeneville Sun - 423-638-4185. Should you have changes to your directory listing, please email those changes to [chamber@greenecop.com](mailto:chamber@greenecop.com). The Partnership's 2017 Membership Directory brought home special honors for the organization and community, winning first place from Mid-Atlantic Newspaper Advertising Marketing Executives for "Best 'Niche' Publication Produced by a Newspaper."

### New Members

The Greene County Partnership welcomes the following new members: Back Porch Antiques, First Assist Urgent Care, Appalachian Surveying and Steve Harbison.

[MEMBERS](#)

[COMMUNITY](#)

[RELOCATE](#)

## Stay Connected



## Quick Links

[Contact the Partnership](#)

[Membership Directory](#)

[Community Calendar](#)

[Chamber Website](#)

[Economic Development Website](#)

[Tourism Website](#)

### **Ribbon Cutting**

Please join the Green Coat Ambassadors at a ribbon cutting for First Assist Urgent Care, Thursday, August 17, 11 a.m. The business is located at 1744 E. Andrew Johnson Hwy.

## **Tourism News**

### **Tourism Listening Session**

Tourism hosted a "Listening Session" with TN Tourism Commissioner Kevin Triplett and East TN Tourism Representative Dave Jones on Friday, August 4 at the Old Oak Tap Room. The meeting was designed to talk one on one with the Commissioner and to introduce new projects and to bring him up to date on existing projects such as the Greene County Tennis Center that received a \$50,000 matching Tourism Enhancement Grant as well as the new Sports Complex on Hal Henard Road. A special thanks goes out to all those that were involved in the meeting; Mayor W.T. Daniels, Mayor Tommy Gregg, Mayor Alan Corley, Alderman Buddy Hawk, Tourism Task Force Chairman Kathy Knight, Jill Reeves from NPAC, Becky Wolfe from the Greeneville Antique Market, Brice Walker from the Greeneville Astros, Elaine Cutshall from the Hampton Inn, Michael Brown and Patricia Bohon from the General Morgan Inn, Randy Loggins with Tusculum College Athletics, and Tammy Kinser. This was the Commissioner's second visit to Greene County.

### **Advanced Facebook Workshop**

The Tourism Department is busy planning an "Advanced Facebook" workshop set for Wednesday, October 18, from 9 a.m. to noon at the Kathryn W. Leonard Administrative Building on Irish Street. The class will address questions such as: How well do people understand who your business serves? Are you doing the right things that could move your business forward? Are you selling what people really need? Or are you selling what you think people need? Businesses are constantly competing for their prospects' and customers' attention, it can be challenging to effectively tell the story of what you do. The good news is there are tools available to help businesses establish and promote a brand that will help draw in customers. Business owners, employees, and non-profit directors are invited to attend this workshop that will help attendees understand some of the crucial issues affecting branding and marketing, including: Overall strategy and structure in reaching your intended audience with an effective and engaging message, Understanding and strengthening your brand, Create a compelling story that fits within your businesses branding and marketing, Using print, digital and social media to promote and support your brand. The cost of the class is \$20 per person and will run from the hours of 9 a.m. until noon. Seating is limited to the first 50 attendees. To register, contact Tammy Kinser at [tkinser@greenecop.com](mailto:tkinser@greenecop.com) or call 423-638-4111.

## **Education and Workforce Development**

### **Job Fair**

The Partnership's Education & Workforce Development Department will host a Job Fair Tuesday, August 22, at the Greeneville Parks and Recreation Building at 456 E. Bernard Ave., from 2 to 6 p.m. For more information or to participate in the job fair, email Dana Wilds at [acondev@greenecop.com](mailto:acondev@greenecop.com) or call 638-4111.

## **Member News**

### **Eclipse Viewing Parties - August 21:**

Appalachian Surveying will sponsor a Solar Eclipse Viewing Party from 1 p.m. to 3:30 p.m. at Hardin Park. Amateur astronomers will be on site to assist with questions. Free pizza and drinks will be served from 1 p.m. - 2 p.m. For more information, contact Brian Bartlett at Appalachian Surveying, 423-525-7044, or email [bbartlett@appalachiansurvey.com](mailto:bbartlett@appalachiansurvey.com).

The United Way of Greene County will officially begin its 2017 campaign with an eclipse viewing party at 2:00 PM in front of Pioneer Field on the Tusculum College campus, and will be held jointly with the Tusculum Office of Student Affairs. Snacks and solar viewing glasses will be provided for the event. For more information, contact Wendy Peay at United Way of Greene County, 423-639-9361, or email [uwgreene@embarqmail.com](mailto:uwgreene@embarqmail.com).





Chamber

Community

Events

Keep Greene Beautiful

News

About GCP



August 28, 2017

## Chamber News

### Golf Shoot-Out

Golfers at the 23<sup>rd</sup> Annual Greene County Partnership Golf Shoot-Out on Thursday, September 21, at Link Hills Country Club will have a chance to win an all-inclusive 7-day stay for two at Sandals Emerald Bay Resort and Golf Club in Exuma, Bahamas, courtesy of Cruise Planners. This year's tournament features prizes, a longest drive contest, and a putting contest. The entry fee is \$600 per team (\$150 per individual) and includes lunch, greens fees, golf carts, complimentary beverages during play, and dinner. Title sponsors of the event are C&C Millwright Maintenance Co., SumiRiko Tennessee, and The Greeneville Sun. Walmart Transportation is the lunch sponsor. Hole sponsorships are available at a cost of \$175. For more information on the tournament or to register a team or player, contact Joni Parker at 423-638-4111 or [chamber@greenecop.com](mailto:chamber@greenecop.com). Please click on the link to download a registration form: <http://tinyurl.com/ybrnwh2v>

### Business After-Hours

Mark your calendar now for the Tusculum College Meen Center Business After-Hours, scheduled for October 3, from 5-6:30 p.m. Refreshments will be provided. Please RSVP to 638-4111 or email [gcp@greenecop.com](mailto:gcp@greenecop.com) by Friday, September 29.

### September Membership Breakfast

Invitations have gone out for the September Membership Breakfast scheduled for Tuesday, September 12, at 7:30 a.m. at the General Morgan Inn and Conference Center. AccuForce will be the sponsor and will be celebrating their 20th year of providing staffing services. The cost is \$3 with reservations, \$8 without. Please RSVP to [gcp@greenecop.com](mailto:gcp@greenecop.com) or call 638-4111 by Friday, September 8.

### Kids' Day on the Farm

The Agribusiness Committee of the Partnership is preparing for Kids' Day on the Farm, Tuesday, October 3 at the Research & Education Center of Greeneville. The 3<sup>rd</sup> graders in the City and County school system will be learning about different aspects of farming.

## Tourism News

### 2017-2018 Visitor Guide and locator map

Tourism and Summit Marketing have begun sales on the new 2017-2018 Visitor Guide and locator map for our community. This comprehensive guide is the sole fulfillment piece for all inquiries that come through the Tourism Department through magazine ads, social media and website advertising, walk-ins, and is distributed to all 15 TN Welcome Centers and to over 180 sites in the southeast through Print Distribution Services. Ad packages range from the Platinum Package (\$3,700) that includes: Inside cover/two panel spread, large map ad, featured icon on the map signifying your location, hyperlink in the digital guide and social media stories, to the Quarter Panel ad at only \$650. All

MEMBERS

COMMUNITY

RELOCATE

Stay Connected



## Quick Links

[Contact the Partnership](#)

[Membership Directory](#)

[Community Calendar](#)

[Chamber Website](#)

[Economic Development Website](#)

[Tourism Website](#)

## Greene County Partnership News

Greene County Partnership members receive \$200 off of selected packages. To showcase your business to thousands, contact Emily Macbeth or Bri Leonard at 423-246-0336.

### Advanced Facebook Workshop

Seats at \$20 are filling up quickly for Tourism's Advanced Facebook Workshop planned for October 18 at the Kathryn W. Leonard Administrative Building and reservations are required. For more information on the class, visit Tourism's Calendar of Events page and click on the link for the flier. Sponsorship is still available at \$200 for refreshments. The Workshop will be led by Rick Keller, Managing Director at Summit Marketing and is sponsored by The Greeneville Sun and WGRV/WIKQ/WSMG. To register, email Tammy Kinser at [tkinser@greenecop.com](mailto:tkinser@greenecop.com) or call 423-638-4111.

## Education and Workforce Development

### Teacher Supply Depot

Fifty-two certified teachers in the Greeneville and Greene County school systems were provided the opportunity to shop for free classroom supplies Saturday, August 12<sup>th</sup> at the summer opening of the Greene County Partnership Education and Workforce Development's Teacher Supply Depot. Participating educators were assisted in registering and shopping by the Greene County Partnership Youth Council members. Laughlin Memorial Hospital generously donates space for the depot. Several businesses and organizations have made contributions to the depot, including Walmart Logistics, Niswonger Foundation and John Deere Power Products. For more information or to donate to the depot, contact Business Development Specialist Dana Wilds at 638-4111 or [econdev@greenecop.com](mailto:econdev@greenecop.com)

### Job Fair

Fourteen local businesses attended the Greene County Partnership Job Fair on Tuesday, August 22 at the Greeneville Parks and Recreation Center. Thank you to participating companies: A Services Group, AccuForce HR Solutions, Donaldson Company, Inc., Elwood Staffing, Farmers Home Furniture, General Morgan Inn, Hampton Inn, Laughlin Memorial Hospital, Oldcastle Building Envelope, Onin, Randstad, Silver Angels of Greeneville, Staffmark, & Staff Pro. If your company has job openings throughout the year, please email them to Dana Wilds at [econdev@greenecop.com](mailto:econdev@greenecop.com) so that we can publicize them on social media.

## Member News

### Grand Opening of ETSU Football Stadium

President Brian Noland and ETSU Intercollegiate Athletics cordially invite you to the Grand Opening of the ETSU Football Stadium, Friday, September 1, at 6 p.m. at the east entrance archway on Jack Vest Drive. Parking is available in lot 21 adjacent to the parking garage and shuttles will be provided.

Have a great week!

Special thanks to the newsletter sponsor:

	<p><b>We Have the Technology . . .</b></p> <p><b>We Have the Team.</b></p>
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Greene County Partnership

\* 115 Academy Street Greeneville, Tennessee 37743 \* (423) 638-4111 \*  
Contact Us



## Telling A Better Business Story



How well do people understand who your business serves? Are you doing the right things to move your business forward? Are you selling what people really need? Or are you selling what you think people need? Businesses are constantly competing for their prospects' and customers' attention, it can be challenging to effectively tell the story of what you do. The good news

is there are tools available to help businesses establish and promote a brand that will help draw in customers. Business owners, employees, and non-profit directors are invited to attend this workshop that will help attendees understand some of the crucial issues affecting branding and marketing, including:

- ◆ Overall strategy and structure in reaching your intended audience with an effective and engaging message
- ◆ Understanding and strengthening your brand
- ◆ Create a compelling story that fits within your businesses branding and marketing
- ◆ Using print, digital and social media to promote and support your brand
- ◆ Break out sessions for developing your brand and message.

### Who should attend:

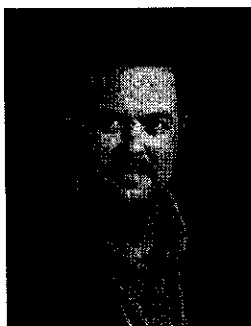
- ◆ Nonprofit Management and Staff
- ◆ Business Owners and Staff
- ◆ Marketing Managers and Staff

### Date and Time

Wednesday, October 18th  
9:00 AM – 12:00 PM  
*Food and beverages provided*

### Location

Greenville City Schools  
Central Office  
129 West Depot Street  
Greenville, TN 37743



### Who will be teaching:

Rick Keller is the Managing Director of Summit Marketing. Rick has over 25 years of graphics arts and marketing experience and extensive knowledge of not only crafting brands, but also promoting in them in the marketplace. He has worked with a variety of clients over the

years, both in the corporate and nonprofit sectors, including churches, nationwide auto chains, and almost everything in between in helping them craft messages that support their brand, product, or service. Rick is an experienced speaker and has done training on marketing and media topics all over the region.

### Registration

Please register by calling 423-638-4111, or e-mailing Tammy Kinser at [tkinser@greenecop.com](mailto:tkinser@greenecop.com)

Registration is \$20 per person .

*Presented by the team from Summit Marketing.*



**SUMMIT**  
MARKETING

[www.thesummitmarketing.com](http://www.thesummitmarketing.com)

**Summarization of Impact of the 2017 NJCAA World Series  
Greeneville & Greene County - Direct Spending and Economic Impact**

(1) Motel, hotel cabin, camping fees and B&B bookings - all available rooms in our community were booked and several had to stay in other communities (Washington, Cocke, Hamblen Counties) due to the overflow of guests into our community

(2) Local transportation, Gas & Oil, and related expenses

(3) Admissions & fees for not only our games but for local attractions, movies, swimming pool, parks and historical sites saw daily/weekly traffic up

(4) Restaurants, grocery stores, small convenience markets and other vendors saw increased sales

(5) Retail/ Clothing, local and NJCAA souvenirs, sporting goods and other local goods and services were also increased by the NJCAA tournament guests

- Eight teams from across the nation coming into our community for a total of 265 players, team coaching and administrative staff members, and numerous family members, friends and fans
- National exposure for Greeneville/Greene County, Tusculum College and Tusculum Colleges' Pioneer Park on social media, radio, newspaper, internet and word of mouth
- Sales tax revenue for an entire week for Greeneville/Greene County & the City of Tusculum received a boost from the NJCAA event
- Two future Pioneers signed with the College to play after their sophomore season
- Continual exposure of our community on NJCAA.TV.com

Teams alone booked 459 rooms at an average of \$99 per night + 16.75% = \$53,055.81

Total Indirect Economic Impact of World Series = \$765,000.00

Each coach spent an average of \$3,384 on the entire team – (This does not include individual spending of team members or families)

Through the NJCAA and their NASC Economic Impact Calculator

- \$27,064.77 was spent on direct food and beverage expenditures
- \$19,028.12 was spent on daytime entertainment expenditures

Questions posed to NJCAA coaches:

- Was Championship managed in a professional manner – 85.71% yes
  - Comments – The staff and hosts were great
- Do you feel the championship location was suitable – 85.71% yes
- Please rate your experience with director & staff – 71.43% Excellent/28.57% Above average
  - Comments – The staff was great and very accommodating
- Hotel – 85.71% Excellent (Courtesy of staff) 14.29% Average
- What they liked most about the tournament
  - Friendly people, great facility, outstanding tournament experience and gracious hosts
  - Venue was great, location/accommodations/banquet were very nice and centralized to hotels
  - Privilege to participate – entire experience was fantastic, possible travel destination for some
  - Host Family- great experiences with cookouts and other planned activities for teams by locals
  - Everything was great, nice clean facilities, nice people, helpful staff and volunteers
  - The facility was praised by many, as was the beautiful Tusculum College campus
  - Grounds Crew kept the field in major league shape, stadium very clean

Budget:

Revenue - \$42,383.02

Expenses – 33,576.02

Profit - \$8,807.00\*

\*Several items were received as in-kind donations for the tournament, and do not show as a revenue or expense  
Examples- hotdogs, drinks, chips, cookies, tents and other items for the Kids day at the ballpark were all donated; Much of the food in the hospitality room was donated and countless volunteer hours were also utilized.

**Comments from Skip Bailey – NJCAA Official, Athletic Director of Monroe Junior College, Rochester, NY**

- **Accepting the Championship Bid on short notice, the Greeneville Community opened their arms to eight teams from around the country to compete in the D-III Junior College World Series. We truly believe we have found a new home for this competition. The players, coaches and their families were treated to a first-class event which featured one of the most outstanding baseball facilities in the country. The Championship was coordinated in outstanding fashion by Doug Jones, Athletic Director from Tusculum College, the professionalism of the umpires was outstanding, the welcoming banquet was memorable, and the host families rolled out the red carpet in welcome in true Southern hospitality style. From the results and comments after the Tournament, one would have thought that Tammy Kinser and her staff had been running this Championship for 30 years. Our hope is that the Tournament will, in fact, remain in Greeneville, Tennessee for the next 30 years!**
- **Judging the economic impact as an outsider, I would imagine the benefits were significant for the community. With eight baseball teams, their families, officials, and other related administrators flooding the local hotels, restaurants and entertainment venues for almost an entire week, I'm sure local revenues were positively impacted. Following the Championship, the Tournament Director, Skip Bailey, received nothing but positive comments from the eight participating colleges, as well as from the National Junior College Athletic Administration. It is with great optimism that we look forward to the 2018 D-III World Series. Our sincere thanks to the Greene County Partnership/Chamber of Commerce and Tammy Kinser, Doug Jones and his staff, and Tusculum College for pulling your community together to provide the experience of a lifetime to our student-athletes.**

**Comments from Mark Krug - NJCAA Chief Operations Officer; Communications, Championships & Development:**

- **The best thing about this championship was the community who hosted it. The people of this city rallied together to make it the best ever for everyone involved. Host families treated the athletes like family and all guests were treated very well. The venue was perfect, and it is my hope that Greeneville will be the host city for many years to come. They put their heart into it.**
- **Wonderful site, generous and welcoming community, it was the perfect place for this tournament. They did a very commendable job, especially as this was their first time hosting this event.**

**Quote from Doug Wren, head coach for Tyler, TX.**

**"We were treated extremely well while we were here," the coach concluded. "Our host family, the tournament staff, the grounds crew, I thought they all did a wonderful job."**

**They put on a good tournament. Hopefully we'll be able to make a return trip.**

# GREENE COUNTY PARTNERSHIP BOARD OF DIRECTORS

May 25, 2017

Greene County Partnership Boardroom

11:30 a.m.

## Attendance:

(Those present are indicated with an asterisk; those absent or unable to attend are in *italics*):

<i>Bob Leonard, Chairman</i>	Mosheim Mayor Tommy Gregg *
John Tweed, Chair-Elect *	Steve Harbison *
Jennifer Keller, Secretary/Treasurer *	<i>Rep. David Hawk</i>
<i>Chris Marsh, Past Chairman</i>	<i>Satish Hira</i>
Tammy Albright *	Shane Hite *
Jerry Ayers *	Jeff Hollett *
Ken Bailey, Jr. *	Jeff Idell *
<i>Brian Bragdon</i>	Kathy Knight *
Ben Brooks *	Barry Litchfield *
<i>Ted Bryant</i>	<i>David McLain</i>
<i>Bill Carroll</i>	<i>Drucilla Miller</i>
<i>Baileyton Mayor Tommy Casteel</i>	Jeff Monson *
<i>Brian Click</i>	<i>Dr. Nancy Moody</i>
<i>Tusculum Mayor Alan Corley</i>	<i>Dr. Jeff Moorhouse</i>
<i>Scott Crawford</i>	Brad Peters *
<i>County Mayor David Crum</i>	<i>Brett Purgason</i>
Greeneville Mayor W.T. Daniels *	<i>Robin Quillen</i>
Frankie DeBusk *	<i>Susan Reid</i>
Scott Dinger *	Melody Rose *
<i>Cal Doty</i>	Gary Shelton *
<i>Renee Dunbar</i>	Todd Smith *
<i>Jerry Fortner</i>	<i>Chris Thorpe</i>
<i>Justin Freeark</i>	<i>Chuck Whitfield</i>
Matt Garland *	
<i>Al Giles</i>	

**Staff:** Lori Dowell

**Guests:** Reid Seals, Kristen Early

### I. Welcome & Call to Order – *John Tweed*

Mr. Leonard opened the meeting.

### II. Additions to Agenda – *John Tweed*

No additions to the agenda.

### III. Secretary/Treasurer Report – *Jennifer Keller*

#### A. Approval of April Board Meeting Minutes

The April board meeting minutes were approved on a motion by Steve Harbison and a second by Tammy Albright.

#### B. Approval of the Financial Report for Periods Ending April 30, 2017

Mrs. Keller reviewed the April 2017 financials. The financials were approved on a motion by Jeff Monson and a second by Jeff Hollett.

### IV. Old Business – *John Tweed*

**V. New Business – *John Tweed***

**A. Economic Development Report – *Matt Garland***

Matt Garland reported on the red carpet event with fifteen site consultants attending and reported on what Greene County has to offer. He reported on several projects on hand and more news would be forthcoming in a couple of months. He said the strategic plan breakout sessions individual goals would be going out this week.

**B. Department Reports**

Reports were given regarding activities of Education and Workforce Development, Manufacturers Council, Tourism, Keep Greene Beautiful and the Chamber.

**C. Approval of New Members**

Four new members were approved by Jerry Ayers and a second by Jeff Idell.

**VI. Mayors' Reports**

Mosheim Mayor Tommy Gregg invited the community to Mosheim FunDays on June 3. W.T. Daniels asked the committee for comments on the special events for non-profits of beer/wine and said it passed on the first agenda.

**VII. Good of the Order/Announcements**

Jerry Ayers reported on the LEAP program and urged the manufacturing council to be involved. He said Randy Wells will be replacing him on the board. Kathy Knight reported that MainStreet: Greeneville's Annual Meeting would be held June 6 at 6 p.m. Dates to remember were reviewed.

The meeting was adjourned.

**Greene County Insurance Committee  
Regular Meeting-Minutes Open Session  
August 22, 2017  
Greene County Annex Greeneville, Tennessee**

**MEMBERS PRESENT:**

David Crum-Mayor	Sharron Collins- Comm	John Waddle-Comm
Pat Hankins-Sheriff	Roger Woolsey- Cnty Attny	David Weems- Road Sup
Brad Peters- Comm	David McLain- Dir of School	

**ALSO:**

Sandy Fowler- Cnty Atty Assist	Andrea Hillis- TSC	Krystal Justis- Secretary
John McInturff- MMB	Cammeron Judd- Grnvl Sun	Alan Sheets- Nation Wide
Justin Ball-TCRS	Drew Freeman- TCRS	Casey Lance- TCRS
Steve McCombus-Empower		

**CALL TO ORDER:** Mayor Crum called meeting to order at 8:34 am, in the conference room at the Greene County Annex.

**MINUTES:**

Motion was made by Commissioner Collins and seconded by Roger Woolsey to approve minutes from the July 22, 2017 meeting. Motion was then approved with no opposition.

**REPORTS:**

July 2017 financials for funds 121 and 264 were given out. Motion was made by Commissioner Waddle and was seconded by Commissioner Collins to approve the reports. Motion was then approved with no opposition.

**DISCUSSION:**

It was recommended to the committee to pick up cyber insurance at a one million dollar policy with a ten thousand dollar deductible. John McInturff recommended two separate policies for the school and the county, the school and county (county part includes all departments of the county and the clinic) each would have one million in coverage and two separate limits. Motion was made by Commissioner Waddle and was seconded by Commissioner Peters to have the school policy separate of the county policy with one million in coverage. Motion was approved with no opposition.

Nationwide informed the committee of the 457b plan that has been in place with the county since mid 80's early 90's. This is a guaranteed 3.5% fixed lifetime rate and offer a Roth option at \$10.00 per pay period and is pre-taxed. Currently have 36 enrolled. IRS states you can have multiple voluntary plans. TCRS states the state treasury will only allow one plan. TCRS currently has a fixed rate of 3.2% in Ready TN by Empower; this piggy backs on the mandatory TCRS retirement with the county. Minimum of \$10.00 per pay period for employees to enroll in Ready TN. Motion was made by Roger Woolsey to offer a supplemental retirement plan for employees through the county and was seconded by Commissioner Peters Motion was then approved with David Crum opposing. If Nationwide was to be frozen for those currently enrolled the county would have to assume fiduciary responsibilities for the plan, since TCRS only allows one plan to be offered.

Motion was made by Commissioner Collins to send a resolution to the full County Commission to offer TCRS supplement retirement plan and not to freeze those already in Nationwide, they would have to roll into a TCRS supplement plan. Motion was seconded by Commissioner Waddle and was then approved with David Crum opposing. David Crum recommended TCRS be at the next County Commission Meeting.

**Adjourned for Closed Session**



**Greene County Insurance Committee  
Regular Meeting-Minutes Open Session  
August 22, 2017  
Greene County Annex Greeneville, Tennessee**

**Reopened for Claims**

**Claims:**

Motion was made by Commissioner Collins and was seconded by Roger Woolsey to approve claim 1100317029800. Motion was then approved with no opposition. Motion was made by Commissioner Collins to deny claim 11000117030000 and was seconded by David Weems. Motion was approved with David Crum opposing.

Meeting was adjourned.

Respectfully Submitted,

Krystal Justis

## GREENE COUNTY COMMISSION ETHICS COMMITTEE

AUGUST 14, 2017

COURTHOUSE ANNEX

The Greene County Commission Ethics Committee met on August 14, 2017 at the Courthouse Annex. Committee members present were: Chairman Jason Cobble, Joy Rader, Register of Deeds, and Commissioners Tim White, George Clemmer, Gerald Miller, John Waddle, Josh Arrowood and Secretary Paul Burkey.

Seven other County Commissioners were in attendance as well as Mayor Crum and County Attorney Roger Woolsey, among others.

The meeting was called to order at 4:30 p.m. The Committee reviewed and unanimously approved the Minutes from the most recent Ethics Committee meeting in December 2015.

The purpose of this meeting was to respond to two separate complaints from Commissioner Eddie Jennings:

- 1) That Road Superintendent David Weems used a County Road Department vehicle to promote his political campaign by placing campaign signs on the vehicle during the 4<sup>th</sup> of July parade.
- 2) That Commissioner Robin Quillen threatened him with bodily harm during the June County Commission meeting.

### **Discussion:**

Complaint 1: Chairman Cobble asked Commissioner Jennings to provide any additional information he had about the incident. He did so, including a photograph of the County vehicle with the campaign signs. Mr. Weems responded that the sign was supposed to have the campaign-related phrase taped over so that the sign just identified him as the official in the parade. He indicated the tape must have come off and apologized again as he has done publicly several times. The Committee then had a wider discussion about the applicability of this incident to the Ethics Committee. County Attorney Woolsey briefed the Committee on Ethics Committee duties as interpreted by the County Technical Assistance Service (CTAS).

After discussion John Waddle made the motion that the Ethics Committee recommend to Mr. Weems that he meet with the County Budget Director and determine a fair reimbursement for the use of the vehicle during the 4<sup>th</sup> of July parade. Gerald Miller seconded the motion. After some additional discussion about alternative ways this could have been resolved, the motion passed unanimously by show of hands.

Complaint 2: Chairman Cobble offered the floor to Mr. Jennings for any further information. He indicated that, during the June Commission meeting, he was addressing Commissioner Butch Patterson

and said words to the effect of "Butch, you may want to shoot me", to which Commissioner Quillen quipped words to the effect of "Eddie, sometimes I'd like to shoot you." She acknowledged that she said it and several in attendance indicated they had heard it. However, the general consensus was that, in the context of the debate, she made the remark in jest and frustration toward the end of a very long meeting and had no actual intent to harm Commissioner Jennings.

Commissioner White made the motion to dismiss the complaint without action. Commissioner Waddle seconded the motion. The motion carried unanimously by show of hands.

The meeting was adjourned.

Respectfully Submitted,

Paul Burkey

Ethics Committee Secretary

## GREENE COUNTY DEBRIS COMMITTEE MEETING

JUNE 29, 2017

The debris committee met on June 29 at the annex. Present were: Commissioners, Lyle Parton, Frank Waddell, Robin Quillen, Mayor Crum, Tim Tweed and Debbie Collins with building and zoning, Cameron Judd from the Greeneville Sun. Reid Seals with Radio Greeneville, County Attorney Roger Woolsey, and citizen Rollin Amsden.

Frank Waddell approved minutes, Lyle Parton seconded.

The owner of 729 Poplar Springs road, Anthony Southerland, has been served papers for zoning violations. The items have been just moved around and not cleaned up properly. The recommendation from Tim Tweed is to give him 30 more days to get it cleaned up. Committee agreed.

The address of 1545 Kingsport Hwy. has had a zoning violation since 2015. This is for a camper that is rotting in place and too many vehicles there. The committee will set up a time to meet at that property with the owner. Another Kingsport Hwy, address, 1680, needs to be cleaned up. Those owners are Sharon and Roy Tullock.

The property on Whitehouse Rd., site of a stripped down trailer, have served papers. Tim and Roger will meet with the owner. 131 Doty Lane has also been ordered to be cleaned up.

Property at 729 Pigeon Creek road had violations. The son lives on the property, while his Mother is the owner and lives above him. Pictures of the property showed about the worst mess the committee has ever seen. Detrick and Judy Johnson are the owners. Also, property on Fairview road will be cleaned up. Owner Shawn Arbogast will be served papers.

The Irene Chandley property that was served in October 2010, still is not cleaned up. Tim thinks that TennCare has released the liens on the property. Roger will check on it. Tim will bring another property, 195 Morgan Branch road, back before committee at a later date.

The latest on the Kenneytown property that was condemned is that the owner, Mr. Richardson, has filed an appeal to stop us from proceeding on the cleanup of this property.

Committee went into closed session. Adjournment.

Respectfully submitted,

Robin Quillen

**GREENE COUNTY PURCHASING**  
**204 NORTH CUTLER STREET**  
**SUITE 209**  
**GREENEVILLE, TN 37745**  
**TELEPHONE 423-798-1700**  
**FAX 423-798-1702**  
**E-MAIL DIANESWATZELL@GREENECOUNTYTN.GOV.COM**

**MINUTES**  
**PURCHASING COMMITTEE**  
**JULY 17, 2017**

THE PURCHASING COMMITTEE MET IN REGULAR SESSION ON MONDAY, JULY 17, 2017 AT 5:30 P.M. IN JUROR COURT ROOM IN CIRCUIT COURT. MEMBERS IN ATTENDANCE INCLUDED MAYOR DAVID CRUM, COMMISSIONER LYLE PARTON, AND COMMISSIONER PAMELA CARPENTER. COMMISSIONER'S TIM WHITE AND FRANK WADDELL WERE ABSENT. LYLE PARTON PRESIDED AS CHAIRMAN. OTHER'S ATTENDING MEETING INCLUDED DIANE SWATZELL AND SOLID WASTE DIRECTOR JIM GREENE. QUORUM BEING PRESENT COMMISSIONER PARTON CALLED MEETING TO ORDER.

THE ONLY ITEM ON AGENDA WAS DISCUSSION OF BID FOR TIRE RECYCLING FOR GREENE COUNTY SOLID WASTE. WE RECEIVED TWO (2) BIDS, LIBERTY TIRE RECYCLERS AND PATRIOT RECYCLING. PATRIOT RECYCLING WAS LOW BIDDER AND THEY HAVE CONNEX BOXES THAT ARE BETTER FOR LOADING BECAUSE YOU CAN WALK IN TO CONTAINER. COMMISSIONER PAMELA CARPENTER MADE A MOTION TO ACCEPT LIBERTY AND SECOND BY PARTON. MOTION CARRIED.

THE MEETING ADJOURNED AT 5:45 P.M. ON MOTION BY CARPENTER AND SECOND BY PARTON. MEETING ADJOURNED.

RESPECTFULLY SUBMITTED

**PAMELA CARPENTER**  
**SIGNATURE ON FILE**

RECORDING SECRETARY

**GREENE COUNTY PURCHASING**  
**204 NORTH CUTLER STREET**  
**SUITE 209**  
**GREENEVILLE, TN 37745**  
**TELEPHONE 423-798-1700**  
**FAX 423-798-1702**  
**E-MAIL DIANESWATZELL@GREENECOUNTYTN.GOV.COM**

MINUTES  
PURCHASING COMMITTEE  
JUNE 28, 2017

THE PURCHASING COMMITTEE MET IN A CALLED SESSION ON JUNE 28, 2017 AT 5 P.M. IN THE CONFERENCE ROOM AT THE COURTHOUSE ANNEX. THE PURPOSE OF THE MEETING WAS TO AWARD YEAR END CONTRACTS. MEMBERS PRESENT WERE COMISSIONERS PAMELA CARPENTER, LYLE PARTON AND FRANK WADDELL, MAYOR DAVID CRUM. CHAIRMAN TIM WHITE WAS ABSENT TO COMMISSIONER PARTON ACTED AS CHAIRMAN. ALSO ATTENDING THE MEETING WERE SHAWN STREET, DIRECTOR OF GREENE COUNTY HEALTH DEPARTMENT, ARCHITECT DAVE WRIGHT AND HIS ASSIST CAROLINE MILLER, SHERRY COBBLE, RN AND DIANE SWATZELL, GREENE COUNTY PURCHASING AGENT. QUORUM BEING PRESENT COMMISSIONER PARTON CALLED MEETING TO ORDER.

THE FIRST BID THE COMMITTEE DISCUSSED WAS THE RENOVATION PROJECT AT THE HEALTH DEPARTMENT. MR. STREET EXPLANIED THAT SOME OF THE FUNDS WERE CARRY OVER FROM FISCAL YEAR 15-16. HE ALSO EXPLAINED THAT THE BATHROOM IS THE SAME PROJECT BID LAST YEAR THAT WE DID NOT HAVE ENOUGH FUNDS TO COMPLETE. WE HAD A MANDATORY PRE-BID CONFERENCE AND ONLY TWO BIDDERS ATTENDED. WE ONLY RECEIVED ONE (1) BID FROM ANDREWS CONSTRUCTION FOR RESTROOM AND CANOPY PROJECT. THE BATHROOM WAS MUCH LOWER THAN PREVIOUS BID AND THE DIRECTOR AND ARCHITECT FELT GOOD WITH CONTRACTOR, SUB-CONTRACTOR AND PRICE. ARCHITECT WRIGHT ADVISED THE COMMITTEE THAT THE BID CONTAINED A \$2,000 CONTINGENCY. COMMISSIONER CARPENTER MADE MOTION TO ACCEPT ANDREWS CONSTRUCTION, COMMISSIONER WADDELL SECOND MOTION. MOTION CARRIED.

NEXT BID DISCUSSED WAS 131-1069 FOR CONTRETE FOR GREENE COUNTY HIGHWAY DEPARTMENT. WE ONLY RECEIVED TWO BIDS, ONE FROM SUMMERS-TAYLOR AND ONE FROM READY MIX USA. READY MIX USA WAS LOW BID. COMM. CARPENTER MADE A MOTION TO RECOMMEND READY MIX USA, COMM WADDELL SECOND MOTION. MOTION CARRIED.

BID 131-1070 FOR CRUSHED STONE FOR GREENE COUNTY HIGHWAY DEPT. WAS NEXT ON THE AGENDA. WE ONLY RECEIVED ONE (1) BID THIS YEAR AS BEAN STATION/CLOUD 9 WAS PURCHASED BY VULCAN MATERIAL. THE BID FROM VULCAN WAS A .50 INCREASE PER TON FROM FISCAL YEAR 16/17. COMMISSIONER WADDELL MADE A MOTION TO ACCEPT VULCAN MATERIAL WITH A SECOND BY COMM. CARPENTER. MOTION CARRIED.

BID 131-1071 BULK CEMENT FOR GREENE COUNTY HIGHWAY DEPT. WAS NEXT ITEM ON AGENDA. SWATZELL EXPLAINED THAT SHE SUBMITTED BIDS TO ALL THREE VENDORS. ONE BID HAD A READ RECEIPT BUT WAS NON-RESPONSIVE, AND THE OTHER WAS NON-RESPONSIVE. THE COMMITTEE WAS ADVISED THE SAME THING OCCURRED LAST YEAR AND REQUESTED CEMENT TO BE REBID. WHEN ITEM WAS REBID WE ONLY RECEIVED ONE BID AND THEREFORE SHE DID NOT RECOMMEND DOING A REBID THIS YEAR. COMMISSIONER WADDELL MADE A MOTION TO ACCEPT ROANOKE CEMENT WITH A SECOND BY COMM. CARPENTER. MOTION CARRIED.

BID 131-1073 FOR EMULSION'S WAS NEXT ON THE AGENDA FOR GREENE COUNTY HIGHWAY DEPT. BIDS WERE RECEIVED FROM MARATHON AND HUDSON MATERIAL. THE COMMITTEE WAS ADVISED THAT WE NO LONGER USE RS2. AFTER DISCUSSION SWATZELL RECOMMENDED HUDSON MATERIAL. COMMISSIONER WADDELL MADE A MOTION TO ACCEPT HUDSON MATERIAL, COMM. CARPENTER SECOND MOTION. MOTION CARRIED.

BID 131-1074 FOR PG64 AC LIQUID ASPHALT FOR THE HIGHWAY DEPT WAS NEXT BID ON AGENDA. WE RECEIVED TWO BIDS, ASSOCIATED ASPHALT AND MARATHON PETROLEUM. THE COMMITTEE WAS ADVISED THAT THE PRICE IS BASED ON THE BITUMINOUS INDEX AND THE PRICE CAN CHANGE MONTHLY. THE BID WAS AWARDED ON THE CURRENT BITUMINOUS INDEX AND THE VENDOR WILL INFORM THE HIGHWAY DEPARTMENT MONTHLY OF THE CURRENT PRICE. COMMISSIONER WADDELL MADE A MOTION TO ACCEPT MARATHON PETROLEUM, COMMISSIONER CARPENTER SECOND MOTION. MOTION CARRIED.

BID 101-1076 INMATE PRESCRIPTIONS WAS NEXT BID ON AGENDA. WE EXPLAINED TO COMMITTEE THAT WE WERE CHANGING THE WAY INMATE MEDS WERE DISTRIBUTED. WE USED TO ORDER FROM A LOCAL PHARMACY AND THEN PLACE MEDS INTO CUPS TO BE DISPENSED TO INMATES. CHANGING THIS PROCEDURE WILL HELP SAVE TIME AND ERRORS ON THE PART OF STAFF. NURSE SOWERS EXPLAINED HOW THIS NEW PROCESS WORKED, HOW MEDS WERE RECEIVED, EQUIPMENT FURNISHED, PACKAGING, ETC. BIDS WERE RECEIVED FROM IHS PHARMACY, PNS IN JOHNSON CITY, TN, GREENE COUNTY DRUG AND CLINICAL SOLUTION. SEVEN ADDITIONAL BIDS WERE SENT BUT NO RESPONSES WERE RECEIVED. COMMISSIONER WADDELL MADE A MOTION TO ACCEPT BID FROM IHS PHARMACY, COMMISSIONER CARPENTER SECOND MOTION. MOTION CARRIED.

THE LAST BID ITEM ON AGENDA WAS BID 101-1078 FOR BREAD AT JAIL AND WORKHOUSE. THE ONLY BID RECEIVED WAS FROM EARTHGRAIN'S/BIMBO BAKERY. COMMISSIONER CARPENTER MADE A MOTION TO ACCEPT BID FROM EARTHGRAIN'S/BIMBO AND COMMISSIONER WADDELL SECOND MOTION. MOTION CARRIED.

THE MEETING ADJOURNED AT 5:40 P.M. ON A MOTION BY COMMISSIONER WADDELL AND SECOND BY COMMISSIONER CARPENTER. MOTION CARRIED AND MEETING ADJOURNED.

RESPECTFULLY SUBMITTED

***PAMELA CARPENTER***  
***SIGNATURE ON FILE***

RECORDING SECRETARY

**Greene County Budget and Finance Committee**  
**Budget Meeting-Minutes**  
**August 2, 2017**  
**Greene County Annex Conference Room, Greeneville, Tennessee**

**MEMBERS PRESENT:**

Mayor David Crum-Chairman                      Brad Peters-Commissioner                      Wade McAmis- Commissioner

**ALSO:**

Danny Lowery -Director of Finance                      Shaun Street- Health Department  
Jim Greene - Solid Waste                      Chuck Jeffers-Assessor of Property  
Nathan Holt- Trustee                      Roger Woolsey-Count Attorney

**OTHERS:**

Reid Seals-News Media                      Thomas Gregg, Mayor City of Mosheim  
Randy Corlew- Welrocenterprises, LLC

**CALL TO ORDER:**

Mayor Crum called the Budget & Finance committee meeting to order on Wednesday, at 1:00 P.M., in the conference room at the Greene County Annex Building in, Greeneville, Tennessee.

**MINUTES:**

Motion to approve the Budget & Finance minutes June 29<sup>th</sup>, 2017 was made by Commissioner Peters, seconded by Commissioner McAmis. Minutes passed.

**RESOLUTIONS:**

- A. A resolution to budget the \$4,218 in insurance reimbursement for the repair of a Highway Vehicle for the fiscal year ending June 2018. A motion was made by Commissioner Peters to sponsor Resolution A. Commissioner McAmis second the motion. Motion passed.**
  
- B. A resolution authorizing the expenditure of \$30,000 from the General Capital Projects Fund for the purchase of a vehicle for Building & Zoning for the FYE June 30, 2018. A motion was made by Commissioner Peters to approve Resolution B. Commissioner McAmis second the motion. Motion passed.**
  
- C. A resolution to amend the FY 2018 General Fund Budget by moving \$51,120 from the restricted Fund balance to the Greene County Health Department for building and grounds improvements. A motion was made by Commissioner McAmis to sponsor Resolution C. Commissioner Peters second the motion. Motion passed.**



**Greene County Budget and Finance Committee**

**Budget Meeting-Minutes**

**August 2, 2017**

**Greene County Annex Conference Room, Greeneville, Tennessee**

- D. A resolution of the Greene County Legislative Body authorizing the appropriation of \$ 58, 425 from the General Fund Unassigned balance for the awarding of the Special Needs funding grant for the parking Lot Improvements. A motion was made by Commissioner McAmis to sponsor Resolution D. Commissioner Peters second the motion. Motion passed.**
- E. A resolution of the Greene County Legislative Body authorizing the carryover of \$10,000 from the Restricted Fund Balance for the awarding of the Rural Access to Health and Healthy Active built Grant to the Greene County Health Department to construct a Walking Trail. A motion was made by Commissioner McAmis to sponsor Resolution E. Commissioner Peters second the motion. Motion passed.**
- F. A resolution to budget \$1,400 in Revenue received from the Microclinic International for the fiscal year June 30, 2018. A motion was made by Commissioner McAmis to sponsor Resolution F. Commissioner Peters second the motion. Motion passed.**
- G. A resolution of the Greene County Legislative Body authorizing the Greene County Mayor to submit an application for the FY 2018 recycling Equipment Grant. A motion was made by Commissioner Peters to approve Resolution G. Commissioner McAmis second the motion. Motion passed.**
- H. A resolution to amend the FYE 2018 Solid Waste budget in the amount of \$30,972 in appropriations for the fiscal year June 30, 2018. A motion was made by Commissioner Peters to approve Resolution H. Commissioner McAmis second the motion. Motion passed.**

**I. DISCUSSIONS:**

Randy Corlew with Welrocenterprises, LLC gave out handout on the exit 23 property developments. An economic impact plan regarding a commercial development is to include hotels, restaurants, retail stores and grocery store. Phase 1 one hotel and Grocery Store which TIF will take care of itself. Eight lots surveyors surveying property now. Trustee Nathan Holt said if based on 2016 tax year, 20 years then end in 2037 no more TIF payments. The advantage is to pay off ahead of time. The Economic Impact Plan would permit certain tax increment financing to be provided through the Industrial Development Board's bonds, notes and obligations in the amount not to exceed \$5,500,000 in 2 phases. Greenbelt valued on greenbelt value. TIF advance of money. No other TIF on Greenbelt, property agriculture. Assessor of Property Chuck Jeffers says numbers based on farm value. It is a \$1300 difference, commercial property not being used as commercial 25%. appraised. Chuck says to take a look at Greenbelts closer fair and equal to everyone.

**Greene County Budget and Finance Committee  
Budget Meeting-Minutes**

**August 2, 2017**

**Greene County Annex Conference Room, Greeneville, Tennessee**

Each one develops in phases separately (parcel) not part of TIF until developed. Commences no later than 2021. 15 years for each phase. TIF build road and utilities, hotel and store. 15 years as structures go in one lot parcel it out as separate parcels as each parcels sales. A motion was made by Commissioner McAmis to move forward with the TIF of Mosheim. Commissioner Peters recommended putting off until next month, until September 6 when other Commissioners members were present. Commissioner Peters then decided to go ahead and second the motion to move forward to full Commission. It was improved.

**NEXT MEETING:**

The next regular meeting is scheduled for Wednesday September 6, 2017 at 1 P.M in the conference room of the Greene County Annex building.

Respectfully submitted,  
Regina Nuckols  
Budget & Finance Secretary



**GREENE COUNTY DELINQUENT TAX COMMITTEE  
SEPTEMBER 5, 2017  
COURTHOUSE ANNEX**

**MEMBERS PRESENT:**

Mayor David Crum – Ex Officio  
Zak Neas – Commissioner  
Robin Quillen – Commissioner  
Eddie Jennings - Commissioner

**MEMBERS NOT PRESENT:**

Paul Burkey – Commissioner

**ALSO PRESENT:**

Bill Nunnally – Tax Attorney  
Nathan Holt – Trustee  
Roger Woolsey – County Attorney  
Kay Armstrong – Clerk & Master

**MINUTES:**

No prior minutes given to be approved.

**DISCUSSION:**

Items for discussion were properties at recent delinquent tax sale.

Two properties 1190 Wilkerson Rd and Little Chuckey Road bidders present had made mistake during auction and failed to bid on properties. They came in after and paid full delinquent tax on property. Committee takes no action.

Property on Floral Street and in Willow Creek Subdivision bids were for less than the delinquent tax owed. Discussion was regarding if it is in best interest to accept bids for less than the full amount. Motion was made by Zak Neas and second by Eddie Jennings to file objection to confirmation of the sale for ancillary report one as filed by Clerk & Master. Motion passed. The Judge will set a hearing based upon that objection. Mayor Crum will attend to represent County.

Mayor Crum asked committee to look at 340 and 342 Locust Street that upon further review after the sale he felt it was not in best interest to accept that property. The property received no bids so it would be going to County. The Clerk & Master advised we have 120 days to file not to accept.

Meeting adjourned.

Respectfully Submitted  
Kim Hinson

TAX SALES per Auxiliary REPORT @ MyDocuSource in correct

Original filing date  
 Clerk & Master  
 Date of Certification  
 RD JUDICIAL DISTRICT  
 COURT AT

T. C. A. § 67-5-2501 (c)(1) Within five (5) business days after the conclusion of the sale, and prior to confirmation of the sale by the court, the clerk of the court shall immediately file in the case a report of sale or other notice reflecting the results of the tax sale.

(2) The clerk of the court shall, concurrently with the filing, file the report or notice with the office of the register of deeds of the county in which the property is located. The report or notice shall set forth all results from the sale, or a separate report or notice may be created for each property sold.

(3) The report or notice shall include, at a minimum, the identification of the property and defendants contained in the notice of sale as required by § 67-5-2502, the name of the successful bidder, and the total successful price bid for each parcel together with the instrument number of the last conveyance of record.

(4) The report or notice shall be for notice purposes only and shall not be evidence of transfer of title.

(5) Failure to timely record the report or notice shall not provide grounds to set the sale aside.

(6) The document shall be exempt from recording fees pursuant to § 8-21-1001, and shall be indexed by the register under the name of the last owner of record.

FILED  
AT 3:37 O'CLOCK PM  
AUG 29 2017  
Han Brothers

Nunnally, Esquire and/or the Clerk & Master, after the said redemption period, and requesting a Clerk & Master's Tax Deed with the said purchaser being obligated to pay the tax attorney for the preparation of same.

\*Insufficient funds negate purchase.

Said sales were being made for the purpose of satisfying the terms of ORDER(S)/JUDGMENTS for unpaid 2011 County and/or City real property taxes; same being the amount of the taxes (inclusive of OTHER years' taxes, on the same realty, that have been turned over to the Clerk & Master by the County Trustee and/or the Town of Greeneville (since April 1, 2017), interest, fees, and costs (inclusive of certain publication costs) against the said respective tracts/parcels of land.

The following parcels of real estate/special interests were offered for sale, "AS IS" without any warranty, with an initial bid being, at least, the amount of the debt plus *The Greeneville Sun's* pro rata publication charge of \$51.53, as well as an additional fee of \$100 pursuant to T.C.A. 8-21-401(b)(1)(F) for each parcel of property for which the Judge issues an order to sell, as follows:

(Unless otherwise indicated, the herein below designates a COUNTY "delinquent" property tax parcel maintained in the Clerk & Master's Office.)

Current Owner(s)    **JAMES LEON STAPLES**  
Property Address:    FLORAL ST  
Tax Parcel:            10<sup>th</sup> Civil District, Map 098K, Group B, Parcel 22.01  
Deed Reference:       76, 533  
                              2011 @ \$390.55  
                              2012 @ \$373.71            2012 (Ci) @ \$310.00  
                              2013 @ \$355.67            2013 (Ci) @ \$876.79  
                              2014 @ \$241.45            2014 (Ci) @ \$269.35  
                              2015 @ \$227.23            2015 (Ci) @ \$262.85.  
Amount Due:           \$3,307.60+51.53+100=\$3459.13

**SOLD TO, subject to approval: Larry Hugh Jones for \$ 900**

Current Owner(s)    **GARY WILLS**  
Property Address:    WILLOW CREEK DR  
Tax Parcel:            8<sup>th</sup> Civil District, Map 084M, Group B, Parcel 21.00  
Deed Reference:       409A, 1955  
                              2011 @ \$390.55            2012 @ \$371.80  
                              2013 @ \$333.18            2014 @ \$221.30  
                              2015 @ \$209.42  
Amount Due:           \$1,607.25+51.53+100=\$1677.78

**SOLD TO, subject to approval: Larry Hugh Jones for \$ 500**

Current Owner(s) GARY WILLS  
Property Address: WILLOW CREEK CT  
Tax Parcel: 8<sup>th</sup> Civil District, Map 084M, Group B, Parcel 36.00  
Deed Reference: 409A, 1955  
2011 @ \$398.91 2012 @ \$381.35  
2013 @ \$340.10 2014 @ \$227.50  
2015 @ \$214.90  
Amount Due: \$1,562.76+51.53+100=\$1714.29

**SOLD TO, subject to approval: Larry Hugh Jones for \$ 900**

Current Owner(s) GARY WILLS  
Property Address: WILLOW CREEK DR  
Tax Parcel: 8<sup>th</sup> Civil District, Map 084M, Group B, Parcel 41.00  
Deed Reference: 134A, 230  
2011 @ \$380.10 2012 @ \$362.25  
2013 @ \$326.26 2014 @ \$215.10  
2015 @ \$203.94  
Amount Due: \$1,487.65+51.53+100=\$1639.18

**SOLD TO: Larry Hugh Jones for \$ 900**

### **NOTICE TO SUCCESSFUL BIDDERS** **CONCERNING THE ABOVE PARCELS:**

**In the event the property is not redeemed, the successful bidder is solely responsible for contacting the Clerk & Master and/or the Delinquent Property Tax Attorney to make arrangements for delivery of the Clerk & Master's DEED, which is at the cost of said bidder.**

**Other intervening years' taxes (i.e. 2016 & 2017\* taxes) may remain unpaid in the office of the Greene County Trustee, NATHAN HOLT, located in the County Courthouse Annex at 204 Cutler Street (concerning county taxes), as well as in the office of the City Recorder, CAROLYN C. SUSONG, at Town Hall located at 200 N. College Street (concerning city taxes). Penalty and interest can accrue on same; and, the 2016 delinquent property taxes will be turned over to the Clerk & Master on or about April 1, 2018, resulting in a lawsuit and increased costs.**

**\*2017 taxes cannot be paid until October 2, 2017.**

REIMBURSEMENT OF PAYMENT OF INTERVENING YEARS' TAXES IS NOT  
GUARANTEED BY THE CLERK & MASTER OR THE DELINQUENT TAX ATTORNEY,  
IN THE EVENT OF REDEMPTION.

**REDEMPTION PERIOD**  
*Tennessee Code Annotated*  
67-5-2701

**SUCCESSFUL BIDDERS should consult legal counsel, regarding their rights with respect to a redemption, as there has been a change in the law pertaining to the redemption period. Only certain parts of the law are set out below; and, the Clerk & Master's Office cannot give legal advice.**

Pursuant to T.C.A. 67-5-2701:

(a)(1) Upon entry of an order confirming a sale of a parcel, a right to redeem shall vest in all interested persons. The right to redeem shall be exercised within the time period established by this subsection (a) beginning on the date of the entry of the order confirming the sale, but in no event shall the right to redeem be exercised more than one (1) year from that date. The redemption period of each parcel shall be stated in the order confirming the sale based on the following criteria:

(A) Unless the court finds sufficient evidence to order a reduced redemption period pursuant to this section, the redemption period for each parcel shall be one (1) year;

(B) The redemption period shall be determined for each parcel based on the period of delinquency. Once the period of delinquency is established, the redemption period shall be set on the following scale:

(i) If the period of delinquency is five (5) years or less, the redemption period shall be one (1) year from the entry of the order confirming the sale;

(ii) If the period of delinquency is more than five (5) years but less than eight (8) years, the redemption period shall be one hundred eighty (180) days from the entry of the order confirming the sale; or

(iii) If the period of delinquency is eight (8) years or more, the redemption period shall be ninety (90) days from the entry of the order confirming the sale; and

(C) For all property for which a showing is made pursuant to subdivision (a)(2), the redemption period shall be thirty (30) days from the entry of the order confirming the sale without regard to the number of years of delinquent taxes owed on the property, beyond that required to make the property legally eligible for the sale.

(2) A reasonable basis to believe that real property is vacant, or, in the case of vacant land, a reasonable basis to believe that the property is abandoned, shall, at a minimum, be based upon periodic inspections of the property over a two-month period at different times of the day where three (3) or more inspections reveal evidence of abandonment.

T. C. A. § 67-5-2701(b): In order to redeem a parcel, the person entitled to redeem shall file a motion to such effect in the proceedings in which the parcel was sold. ... Prior to the filing of the motion to redeem,



the movant shall pay to the clerk of the court an amount equal to the total amount of delinquent taxes, penalty, interest, court costs, and interest on the entire purchase price paid by the purchaser of the parcel. The interest shall be at the rate of twelve percent (12%) per annum, which shall begin to accrue on the date the purchaser pays the purchase price to the clerk and continuing until the motion to redeem is filed. If the entire amount owing is not timely paid to the clerk or if the motion to redeem is not timely filed, the redemption shall fail. {2014 Pub. Act, c. 883, eff. July 1, 2014}

T. C. A. § 67-5-2701(d) The purchaser may within thirty (30) days after the mailing of the notice of redemption, file a response seeking additional funds to be paid by the proposed redeemer to compensate the purchaser for amounts expended by the purchaser for the purposes set out in subsection (c). The response shall specifically set out the basis for each category of additional funds claimed. The response may also allege that the motion to redeem was not properly or timely filed. If no response is timely filed, the court shall determine whether the redemption has been properly made, and if so, shall cause an order to be entered requiring the proposed redeemer to pay additional interest at the rate set forth in subsection (b), accruing from the date the motion to redeem was filed until the date of such payment.

All of which is respectfully submitted this the 29<sup>th</sup> day of AUGUST, 2017.

  
KAY SOLOMON ARMSTRONG, J.E.  
CLERK & MASTER for GREENE COUNTY

Greene County Courthouse  
101 S. Main Street; lower level  
Greeneville, TN 37743  
(423) 798-1742 or 1744 or 0010  
[www.greeneville.com/courtsale](http://www.greeneville.com/courtsale)

#### CERTIFICATE OF SERVICE

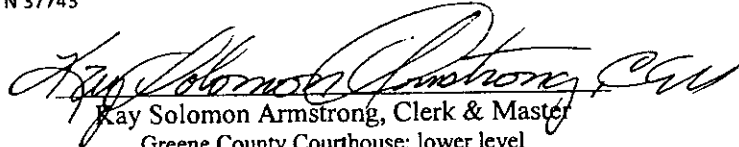
The undersigned hereby certifies that a true and exact copy of the foregoing REPORT has been served upon each of the following, by personal hand delivery or by placing a true and exact copy of the same in the U. S. Mail, addressed to each such person, with sufficient postage thereon to carry same to its destination, this the 30<sup>th</sup> day of August, 2017:

William S. Nunnally, Esquire  
Delinquent Tax Attorney  
ROGERS, LAUGHLIN, NUNNALLY, HOOD & CRUM  
100 South Main Street  
Greeneville, TN 37743

Larry Hugh Jones  
Greene County Land & Auction Company  
400 N. Irish Street  
Greeneville, TN 37745

JAMES LEON STAPLES  
18601 PENNINGTON  
DETROIT, MI 48221

GARY WILLS  
1190 HENARD ROAD  
GREENEVILLE, TN 37743

  
Kay Solomon Armstrong, Clerk & Master

Greene County Courthouse; lower level  
101 South Main Street  
Greeneville, TN 37743

BK/PG: 592A/231-236

17007339

POSAL REPORT OF TAX SALE	
APRIL BATCH: 159148	
08/30/2017 - 08:12:33 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DP FEE	0.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	0.00

STATE OF TENNESSEE, GREENE COUNTY  
JOY RADER NUNNALLY  
REGISTER OF DEEDS

**Agenda**  
**Greene County Board of Zoning Appeals**  
**Greene County Courthouse Annex, Conference Room**  
**204 North Cutler Street, Greeneville, TN**  
**August 23, 2017 at 8:30 a.m.**

1. Call to order.
2. Welcome of visitors.
3. Approval of July 26, 2017 minutes.
4. Review and consider a request to reduce the front yard setback requirement for Sand Bar Road, further described as map 077, parcel 055.01, owned by Trina L. Emory, to permit proposed construction of a bath house on said property.
5. Other business
6. Adjournment

## **Minutes of the Greene County Board of Zoning Appeals**

A meeting of the Greene County Board of Zoning Appeals was held on Wednesday, July 26, 2017, at 8:30 a.m. at the Greene County Courthouse Annex Conference Room, 204 North Cutler Street, Greeneville, Tennessee.

### Members Present/Members Absent

Zak Neas, Chairman  
Maybrey G'Fellers, Secretary  
Beth Douthat, Member  
~~Holly Brooks, Member~~  
~~John Waddle, Member~~  
Robert Wilhoit, Associate Member  
Jason A. Smith, Associate Member

### Staff Representatives Present/Absent

Tim Tweed, Building Commissioner  
Amy Tweed, Planning Coordinator  
~~Lyn Ashburn, Assistant Planner~~  
~~Trevor Hensley, Building Inspector~~  
David Crum, County Mayor  
Roger Woolsey, County Attorney

Also Present: News media and interested citizens

The Chairman called the meeting to order at 8:30 a.m., and asked for a motion to approve the minutes of the April 26, 2017 meeting. A motion was made by Beth Douthat, seconded by Robert Wilhoit, to approve the minutes as written. The motion carried unanimously.

**669 Bolton Road (Jianhui Zhou property).** The Board considered a request to grant a variance reducing the front yard setback requirement for 669 Bolton Road (map 075, parcel 072.00), owned by Jianhui Zhou, from 55 feet to 40 feet (measured from the centerline of Bolton Road). Staff stated that the property owner had intended to place a double wide mobile home on the property in the same location as a home that had recently been removed from the site. The contractor placed the home in violation of the front yard setback requirement, however, after inspecting the location of the footers and the existing septic tank, and determined that meeting the setback would place the home on top of the septic field lines. Eric Cobble, speaking on behalf of the property owner, apologized, and stated that it had not been the intent of the contractor to purposefully place the home in the wrong location. Further, that moving the home would be expensive and would possibly hinder operation of the septic system. Discussion ensued concerning methods of bringing contractors into compliance, including assessing fines. A motion was made by Jason A. Smith, seconded by Beth Douthat, to approve the variance request, based on the following rationale:

1. The new home was an improvement in the community.
2. Denying the request would present an exceptional and undue hardship upon the existing owner of the property, in that they would have to hire the contractor to move the double wide within the required front yard setback requirements.
3. Denying the request would present an exceptional and undue hardship upon the existing owner of property in that will have to wait even longer to move in the residence.
4. Relief may be granted without substantial detriment to the public.
5. The property does have slight topographic conditions in the rear yard.

The motion carried unanimously.

**Sand Bar Road (Trina L. Emory Property)**. As no one was present to discuss the request, a motion was made by Robert Wilhoit, seconded by Jason Smith, to table the request. The motion carried unanimously.

There being no further business a motion was made by Maybrey G'Fellers, seconded by Beth Douthat, to adjourn the meeting. The motion passed unanimously. The meeting adjourned at 9:05 a.m.

Approved as written (date : \_\_\_\_\_

Secretary \_\_\_\_\_

Chairman/Vice Chairman \_\_\_\_\_

## **MEMORANDUM**

**To:** The Greene County Board of Zoning Appeals

**From:** Tim Tweed, Greene County Building Official  
Amy Tweed, Greene County Planning Coordinator  
Lyn Ashburn, Greene County Assistant Planner

**Date:** July 21, 2017

**Request:** Grant a variance decreasing the front yard setback requirement from 55 feet from the road centerline to 26 feet, resulting in a variance of 24 feet, to permit placement of a bath house.

**Address:** Sand Bar Road

**Parcels:** Greene County tax map 077-055.01 (1.81 acres)

**Owner:** Trina L. Emory

**Zone:** A-1, General Agricultural District

**Review.** The 1.81 acre property, consisting of Lots 1 and 2 of the Joseph David Johnson Jr. Property Subdivision, fronts on both Sand Bar Road and the Nolichucky River. It lies within Zone A (i.e., a special flood hazard area), commonly known as the area of the "100-year flood", as designated by the Federal Emergency Management Agency. The physical features of the lots limit construction locations and options. The property, which is currently vacant, is zoned A-1, General Agriculture District, which permits recreational bath house.

**Options:** Approve the request, based on the following rationale:

1. The property lies within a Zone A (i.e., a special flood hazard area), commonly known as the area of the "100-year flood", as designated by the Federal Emergency Management Agency.
2. Relief may be granted without substantial detriment to the public good.
3. The placement of the septic system also limits where the bath house can be placed in reference to septic requirements.
4. While it is permissible to build in Zone A, decreasing the size and extent of construction is desirable, presenting as little obstruction to potential flood waters as possible. The proposal permits use of the land that is both small in foot print and located as much out of Zone A as possible to reduce risk and life and property.

Deny the request, based on the following rationale:

1. There is no extraordinary or exceptional situation that would result in exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property.

2. The issue of flood hazard as a hindrance to developing the site applies to other properties in the area joining the Nolichuckey River.
3. Granting the variance would permit construction of a structure 26' from the centerline of Sand Bar Road. The closeness of the structure could be a potential risk for safety of pedestrian's due to vehicle's traveling on said roadway.



Sand Bar Road





Sand Bar Road

# GREENE COUNTY BOARD OF HEALTH MEETING

## AGENDA

Thursday, August 31, 2017 at Noon

WELCOME AND INTRODUCTIONS.....Shaun Street, Director

NEW BUSINESS.....David Crum, Mayor  
Specific Program Updates

1. GCHD Construction Update.....Shaun Street
  - a. Covered Walk at Main Entrance
  - b. Main Waiting Room Restroom Renovation
  - c. Resurfacing of Upper Parking Lot
2. CDC 1305 Funds & Tobacco Settlement Funds Update.....Shaun Street
3. Built Environment Funds.....Shaun Street
  - a. Walking Trail at McDonald Elementary
4. MicroClinic Health Sessions.....Lori More, Health Educator
5. Electronic Health Record Transition.....Supervisory Staff
6. Baby and Me Tobacco Free Program.....Dani Stipes, Asst. Nurse Supervisor
7. School Located Flu Vaccine.....Carmelia Alexander, Nurse Supervisor
  - a. Recap SY 2016-2017
  - b. Current SY 2017-2018
8. Clerical Service Expansion Updates.....Crystal Malone, Office Supervisor
  - a. Vital Records - Birth Certificate & Death Certificate
  - b. WIC Hospital Service
9. Nicotine Replacement Therapy.....Dr. Kimi Zook, Physician
10. Environmental Health Updates.....Tony Bible, Environmentalist

### NEXT SCHEDULE MEETING DATE

Thursday, February 22, 2018, Noon, Greene County Health Department

ADJOURNMENT.....David Crum, Mayor

***WORKING TOGETHER TO IMPROVE THE HEALTH AND  
WELL-BEING OF ALL PERSONS LIVING IN GREENE COUNTY***



**GREENE COUNTY HEALTH DEPARTMENT  
OVERVIEW OF 1305 INNOVATION FUNDING  
AND  
TOBACCO SETTLEMENT FUNDING  
07/01/2016 – 06/30/2017**

**1305 INNOVATION FUNDING: STRATEGIES TO INCREASE PHYSICAL ACTIVITY**

1. Repair and Renovation work on the existing walking track at Baileyton School
2. Purchased two climbing walls along with protective pads and curtains. School recipients will be determined through compliance with the School Health Index and through a needs assessment. The climbing walls may also be used as mobile units traveling throughout the county school system. The Coordinated School Health Director for the Greene County School System will assist with site placement selection.
3. Creation of a wellness/walking space at McDonald School. This paved space will be located around an existing playground area on school property. Approximate size will be one quarter mile in length.

**TOBACCO SETTLEMENT: TOBACCO PREVENTION EFFORTS FOCUSING ON PREGNANCY, YOUTH, AND SECOND HAND EXPOSURE**

1. Baby and Me Tobacco Free (Cessation Program) – continue to offer at no cost the Baby and Me Tobacco Free program to any tobacco using prenatal Mom and family members that desire to quit. Currently, over 100 have enrolled in the program since the inception in 2015. Ten staff members at the health department have been trained as BMTF Facilitators. Tobacco Settlement funding has been used to purchase diaper vouchers which are used as incentives and for promotion through outdoor advertising billboards around Greene County.
2. Purchased forty (40) iPads for Physical Education Instructors and Guidance Counselors in the Greeneville City/Greene County School Systems to incorporate Tobacco Prevention Education into instructional time. Other educational supplies were purchased and provided for use within the schools and at community events.
3. Purchased ten (10) benches with passive “Thank You for Not Smoking” messages imprinted on each. Benches will be positioned around community walking tracks.
4. Continued working with Lamar Outdoor Advertising to promote Tobacco Prevention messages through two (2) permanent billboards and four (4) rotating billboards throughout Greene County.
5. Continued working with Screen Vision to provide tobacco prevention movie screen clips prior to showings at the AMC Theater in Greeneville.
6. Initiated the “I’m Worth Every Breath I Take” campaign focusing on youth tobacco prevention. Items purchased for this project included 885 backpacks for the Back to School Bash, t-shirts with the project logo, and bicycles provided for participation winners at the Kiwanis Club’s Kids Day event and for the summer Micro Clinic program held for the Boys and Girls Club. Other educational supplies were purchased and provided for use within the schools and at community events.

## Microclinic Health Sessions

- Grant funded by the BlueCross BlueShield of TN Health Foundation
- 16-Session Healthy Lifestyle Program that uses a team approach
- Uses the philosophy of Contagious Health: I can influence my own health, I can influence the health of others, and together we can positively influence the health of the entire community.
- Focuses on the 4M's to better health: Meals, Movement, Monitoring, and Medication
- Measured by a pre and post survey measuring changes in amounts of physical activity as well as changes in consumption of servings of fruits and vegetables. Blood pressure, weight, and BMI were also recorded.
- There have been more than 40 programs completed in East TN, with nearly 1,000 participants reached.
- Of those, on average, 73% of participants lost weight, 90% reported an increase in consumption of fruits and vegetables, and 93% of adult participants reported an increase in physical activity.

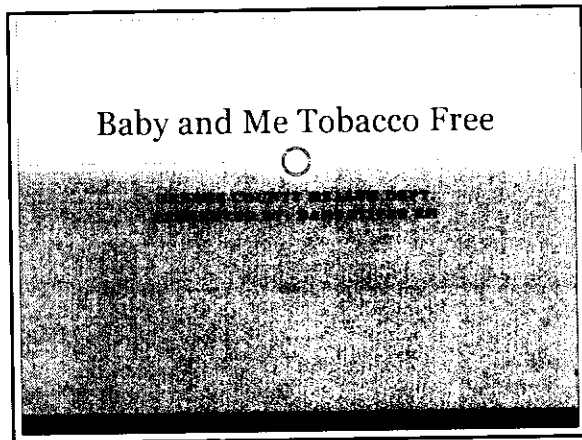
## Greene County Microclinic Details

### Community Microclinic - "Health Matters"

- Approximately 20 participants, 62% of those lost weight over the 16 weeks.
- 100% of participants reported an increase in fruit and vegetable consumption, and
- 89% reported an increase in physical activity.

### Youth Microclinic with the Boys and Girls Club

- Approximately 20 youth participants
- 90% of youth participants reported an increase in fruit and vegetable consumption, and
- 90% reported an increase in physical activity.



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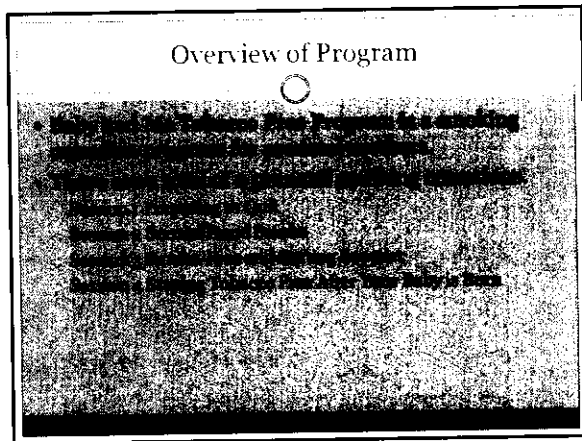
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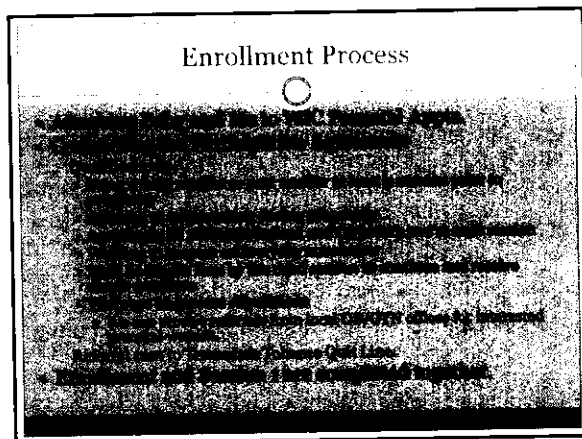
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### Partnership

Partnership with the Greene County Board of Health to provide the following services to the community:

- Provide the community with the following services:
- Provide the community with the following services:
- Provide the community with the following services:
- Provide the community with the following services:

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### Receiving Vouchers

Receiving Vouchers from the Greene County Board of Health to provide the following services to the community:

- Provide the community with the following services:
- Provide the community with the following services:
- Provide the community with the following services:
- Provide the community with the following services:

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### Greene County Data since 06/2015

Total participants enrolled	111
Completed Session 1	51
Completed Session 3	32
Completed Session 4	20
Completed at least one FF visit	18

Additional information regarding the data is available in the following table:

Completed Session 1	51
Completed Session 3	32
Completed Session 4	20
Completed at least one FF visit	18

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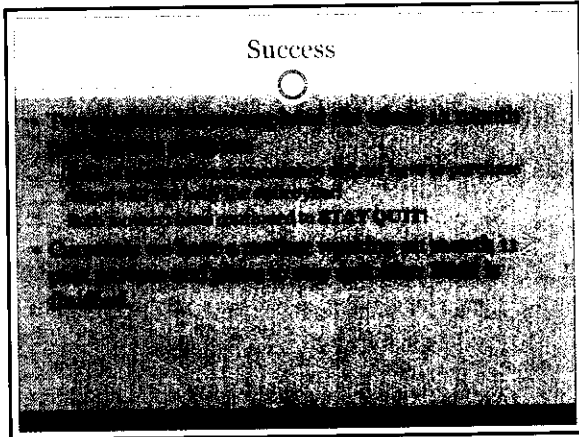
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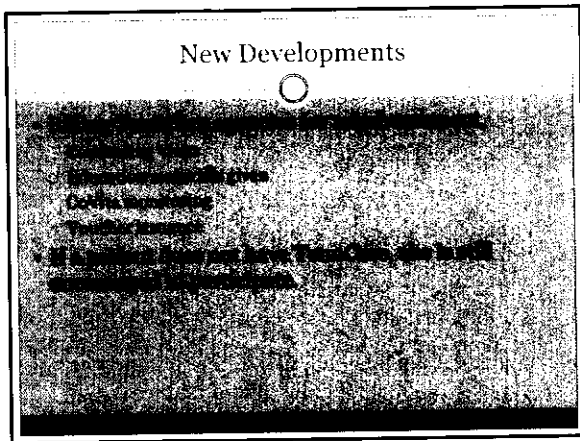
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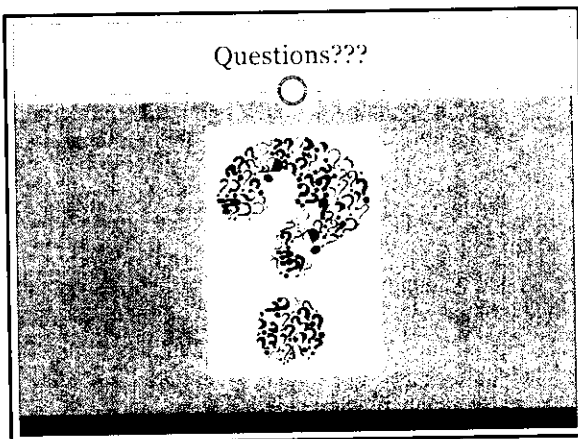
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## School Located Flu Vaccination Totals

	SY 2012-2013			SY 2013-2014			SY 2014-2015			SY 2015-2016			SY 2016-2017		
School Systems	# Students enrolled per school system	# Students vaccinated in individual school system	% Students vaccinated per individual school system	# Students enrolled per school system	# Students vaccinated in individual school system	% Students vaccinated per individual school system	# Students enrolled per school system	# Students vaccinated in individual school system	% Students vaccinated per individual school system	# Students enrolled per school system	# Students vaccinated in individual school system	% Students vaccinated per individual school system	# Students enrolled per school system	# Students vaccinated in individual school system	% Students vaccinated per individual school system
Carter County				5558	405	7.3	5281	941	17.8	5207	260	5.0	5225	270	5.2
Elizabethton City							2433	242	9.9	2508	82	3.3	2598	124	4.8
Greene County	7047	1265	18.2	7047	673	9.6	6835	835	12.2	6652	710	10.7	6651	577	8.7
Greeneville City	3225	359	11.1	2809	319	11.4	3122	452	14.5	2738	397	14.5	2738	274	10.0
Hancock County				1080	102	9.4	966	149	15.4	991	118	11.9	991	93	9.4
Hawkins County-CH				7638	538	7.0	7401	1367	18.5	7401	684	9.2	7638	326	7.7
Hawkins County-Rogersville														263	
Johnson County	2186	567	25.9	2314	384	16.6	2291	637	27.8	2155	411	19.1	2247	461	20.5
Unicoi County	2579	549	21.2	2825	292	10.3	2574	381	14.8	2488	361	14.5	2468	320	13.0
Washington County				9074	421	4.6	8803	565	6.4	8725	355	4.1	8585	407	4.7
Johnson City				7548	506	6.7	7752	752	9.7	8094	685	8.5	8086	478	5.9

\*SLV Pilot was conducted in SY 2012-13 with only Greene, Greeneville, Johnson, and Unicoi School Systems.



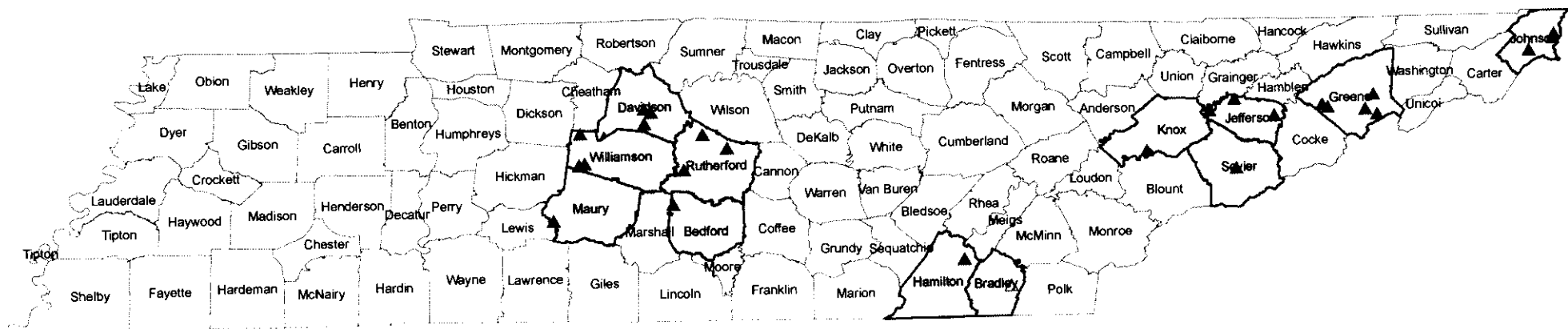
# Greene County Health Department

SHAUN C. STREET, M.P.H.  
DIRECTOR

P. O. BOX 159  
810 WEST CHURCH STREET  
GREENEVILLE, TENNESSEE 37744-0159  
PHONE: (423) 798-1749  
FAX: (423) 798-1755

- Greene County Environmental Health Program Facilities
  - Food Program 230 2x / yr
  - Hotel Program 12 2x / yr
  - Daycare Program 23 1x / yr
  - School Ground 27 1x / yr
  - Swimming Pool 21 3x / yr
  - Campground 15 2x / yr
  - Tattoo Program 4 4x / yr
  - Body Piercing 1 2x / yr
  - Bed & Breakfast 1 2x / yr
  - Bite Case Investigations 100
- Rabies Program
  - Worldwide 59,000+ people die of rabies every year according to CDC.
  - North Central skunk variant rabies endemic Greene County
  - Raccoon variant rabies no longer endemic to Greene County
  - Aerial vaccine to keep Raccoon variant rabies out of Greene County
    - Sept. 25 aerial baiting of Greeneville by helicopter begins
    - Oct. 5 fixed wing baiting of Greene County begins
    - Bait zone has been moved east this year to include only eastern half of Greene County (map attached).
  - Greene County Numbers
    - Rabies positive lab submissions (Aug. 19<sup>th</sup>, 2017)
      - Skunk 5 \*1 of these USDA lab sample
      - Bat 1
    - Bite cases 109 (Aug. 14, 2017)
    - Bite cases 9 (active)
    - Vaccinations Greene County
      - 2017
        - K-9 7836
        - Feline 2538
  - 2017 changes to rabies control program in Greene County
    - Special thanks to Mayor Crum, Shaun Street and the Greene County Commissioner's for making the hiring of an additional full time animal control officer possible.
    - Isaac Ottinger finished training with Health Department staff and is now handling all bite cases with oversight from Health Department staff.

## Cumulative Animal Rabies Cases, Tennessee Week 33, ending August 19, 2017

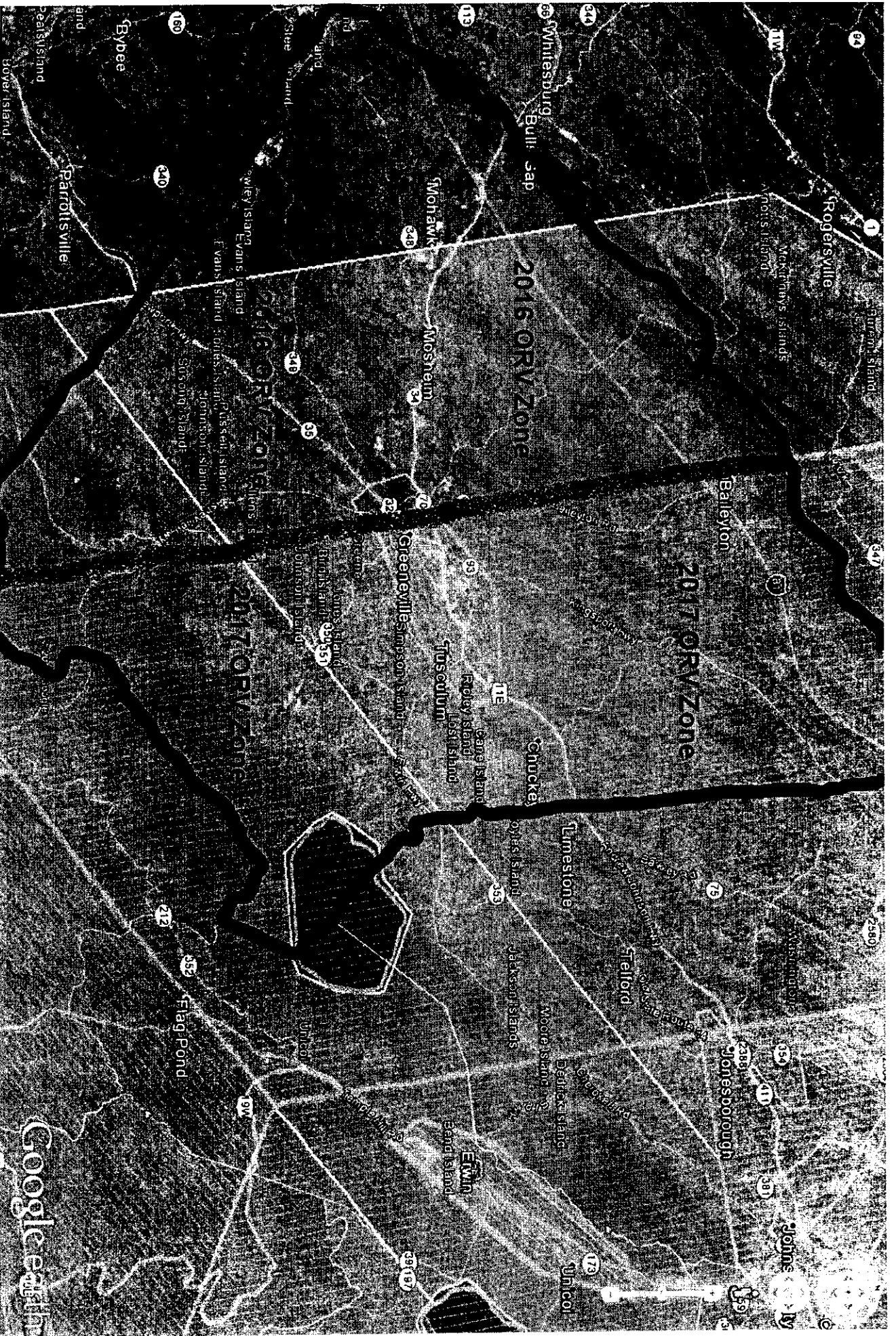


## Rabies Cases

1 Dot = 1

- ▲ Bat
- △ Cat
- ▲ Dog
- ▲ Fox
- ▲ Horse
- ▲ Raccoon
- ▲ Skunk

Bat	7
Cat	1
Dog	1
Fox	2
Horse	0
Raccoon	2
Skunk	14



# ***Greeneville Greene County Airport Authority***

***200 North College Street, Greeneville, Tennessee 37745  
Telephone: 423-639-7105 Fax: 423-639-0093***

*Chairman  
Janet L. Malone  
Vice Chairman  
John Carter*

*Board Members  
David "Timer" White  
John Waddle  
Paul Burkey*

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## **GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY**

**5 June 2017**

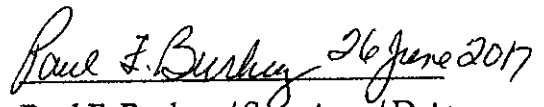
### **CALLED MEETING**

#### **0900 - BOARD ROOM AT THE TOWN OF GREENEVILLE**

The GGCAA met in Called Session at the appointed time and place. Authority signed in attendees included Chair Janet Malone, Vice Chair John Carter, Timer White, Paul Burkey and John Waddle. Greeneville Town Administrator Smith also attended.

1. CALL TO ORDER Chairperson Malone
2. The only two agenda items for this meeting were the Med Trans Contract Terms and the Airport Complex Lease Proposal and Contract Terms.
  - a. The Authority conducted a line by line review of the Med Trans Contract Draft based on a similar arrangement Med Trans has with the Cleveland Tennessee Airport, taking into consideration comments and concerns raised during legal review by Mr. Woods. After lengthy discussion, Mr. Waddle made the motion to approve the Contract as amended in our discussions to include drawings from the engineers. The motion included authorization for Ms. Malone to negotiate terms with Med Trans based on our modifications and to sign the lease. Mr. White seconded the motion. Motion carried 5-0.
  - b. Because the Med Trans contract review took almost two hours and because Ms. Malone still has not received the list of maintenance deficiencies for the Airport Complex Lease Proposal, the Authority did not take up this item. Instead there will be another called meeting at 1000 on Friday 9 June to consider this proposal.
3. The meeting was adjourned. Next called meeting will be at 1000 on 9 June at City Hall. The next regular meeting will be at 0900 on Monday 26 June at City Hall.

  
Janet Malone – Chair / Date

  
Paul F. Burkey / Secretary / Date

# *Greeneville Greene County Airport Authority*

*200 North College Street, Greeneville, Tennessee 37745  
Telephone: 423-639-7105 Fax: 423-639-0093*

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*Board Members  
David "Timer" White  
John Waddle  
Paul Burkey*

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## **GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY 26 June 2017 REGULAR MEETING 0900 AM - BOARD ROOM AT THE TOWN OF GREENEVILLE**

The GGCAA met in Regular Session at the appointed time and place. Authority signed in attendees included Chair Janet Malone, Vice Chair John Carter, Paul Burkey, Timer White and John Waddle.

1. CALL TO ORDER Chairperson Malone
2. INVOCATION Mr. Carter
3. PLEDGE led by Mr. Burkey
4. APPROVAL OF THE SECRETARY'S REPORT
  - a. Reviewed meeting Minutes for 30 May 2017 – Regular Session. Motion to approve by Mr. Carter with second by Mr. White. Vote was approved unanimously
  - b. Reviewed meeting Minutes for 5 June 2017 – called session to approve agreement with Med Trans. Motion to approve by Mr. Waddle with second by Mr. Carter. Vote was approved unanimously
5. CHAIRMAN'S COMMENTS:
  - a. Manis Excavating LLC continues work on the utility lateral connect construction for the Med Trans Facility. During construction, Manis discovered that during the runway construction project, the 5,000 volt runway lighting line, which was supposed to be buried at least 18 inches deep in conduit had actually been laid 6 inches deep without conduit. Engineers have been contacted to review and plan the reimbursable correction, which could cost about \$20,000. The delay should not prevent Manis from completing their Med Trans project on time.

- b. The aviation fuel tax reduction proposal for the Tennessee Legislature has been rolled to the next legislative session in January 2018. Ms. Malone encouraged all concerned to contact David Hawk, our State House representative, to make sure he knows the significant negative impact this legislation would have on General Aviation, including the Greeneville- Greene County Airport.

#### 6. FINANCE RELATED ITEMS

Financial Statement for May 2017. After review, Mr. White made a motion to accept. Mr. Waddle seconded. Vote for approval was unanimous.

#### 7. Old Business

- a. Ms. Malone and Summers Taylor inspected the “sink hole” reported at the last meeting. The solution is to dig a ten by ten foot exploratory hole around the sink-hole, to determine the extent of the damage and required repairs. There are also two to three other potholes along the taxiway that need repair. The estimate for this work is \$26,577. In addition to the surface issues, there is a flooding problem near the old T-hangars during heavy rains when water runs off the tarmac, under the hangar walls and out the other side. Possible solutions include guttering for the T-Hangars and a ground drain to divert water running down grade from the tarmac. Mr. Waddle made the motion to combine estimates for these two issues and authorize Chairman Malone to prepare and submit an Emergency Repair Grant application to Tennessee Aeronautics for up to \$60,000. If approved, this would require a 5% local match. Mr. White seconded. Motion was approved 5-0
- b. The Authority considered the lease bid for the Airport Complex received from SkyNight. Reviewed the list of maintenance deficiencies but did not have an estimate for how much they would cost. As this was the only bid received, Mr. Carter made the motion that the GGCAA accept the lease bid contingent on SkyNight’s agreement to allow us to make the repairs as funding becomes available. This would include application for a Hangar Rehab Grant from Tennessee Aeronautics which would also require a 5% local match by the GGCAA. Mr. Waddle seconded. Motion was approved 5-0.

#### 8. New Business

- a. The Authority considered adoption of an open records policy that mirrors the City of Greeneville. Mr. Waddle made the motion to adopt. Mr. White seconded. Motion was approved 5-0.


- b. The Authority considered a proposal to accept the annual TDOT Maintenance Grant of \$19,800 in matching funds and authorize Ms. Malone to sign the grant. Mr. Waddle made the motion. Mr. Carter seconded. The motion passed 5-0.
- c. The Authority considered a proposal to apply for a grant to test and design runway, taxiway, and apron rehabilitation, allowing Ms. Malone to apply for, sign, and administer the grant. Mr. Waddle made the motion. Mr. White seconded. The motion passed 5-0.
- d. The Authority considered a proposal to re-locate the self-fueling area from its current location near the site of the new Med Trans facility to the vicinity of the wind sock. This would also include the replacement of the fire extinguishers, as the current ABC type extinguishers are no longer authorized. Mr. Waddle made the motion. Mr. Carter seconded. Motion carried 5-0.
- e. The Authority considered a proposal to remove tie down positions near the taxiway and put them on the Northeast and Southeast sides of the FBO hangar because the old tie downs impede movement on the new taxiway. Mr. Waddle made the motion. Mr. White seconded. Motion carried 5-0.

#### 9. GROUP REPORTS

- a. Greeneville Aviation Services (FBO): Mr. Steve Knight reported. T-Hangars are all leased. There was some turnover.
- b. Civil Air Patrol (CAP) – Planning a SAR exercise 4-6 August.
- c. GAA – No Report
- d. AOPA – No report.
- e. Experimental Aircraft Association (EAA) – No report.
- f. Jump Tennessee – Reported they have been very busy.

10. ADJOURN. The next regular meeting will be at 0900 on Monday 31 July at City Hall.

  
Janet Malone – Chair / Date

  
Paul F. Burkey / Secretary / Date

# *Greeneville Greene County Airport Authority*

*200 North College Street, Greeneville, Tennessee 37745*

*Telephone: 423-639-7105 Fax: 423-639-0093*

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*John Carter*

*Board Members*

*David Timer White*

*John Waddle*

*Paul Burkey*

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## **GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY**

**26 June 2017**

### **REGULAR MEETING**

**0900 AM - BOARD ROOM AT THE TOWN OF GREENEVILLE**

The GGCAA met in Regular Session at the appointed time and place. Authority signed in attendees included Chair Janet Malone, Vice Chair John Carter, Paul Burkey, Timer White and John Waddle.

1. CALL TO ORDER Chairperson Malone
2. INVOCATION Mr. Carter
3. PLEDGE led by Mr. Burkey
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- d. AOPA – No report.
- e. Experimental Aircraft Association (EAA) – No report.
- f. Jump Tennessee – Reported they have been very busy.

10. ADJOURN. The next regular meeting will be at 0900 on Monday 31 July at City Hall.

  
Janet Malone – Chair / Date

  
Paul F. Burkey / Secretary / Date

**AIRPORT - FUND 124**  
**BALANCE SHEET**  
**JUNE 2017**

Acct Number	-----Account Name-----	-----Amount-----
	<u><b>Assets</b></u>	
-11214	AJB AIRPORT CKG	159,250.86
-11410	RETAINAGE ACCOUNT	-
-11420	DEPOSIT WITH STATE	57,277.53 [1]
-13291	ACCOUNTS RECEIVABLE	582.17 [1]
-13292	HANGAR RENT RECEIVABLE	175.00
-13732	DUE FROM STATE - GRANTS	6,918.38
-14000	PREPAID INSURANCE	3,028.25 [1]
		<hr/>
	Total Assets	227,232.19
	 <u><b>Liabilities</b></u>	
-21120	VOUCHERS PAYABLE	(16,318.01)
-21125	RETAINAGE PAYABLE	-
-21830	DEF.REV.-HANGAR RENT	(13,057.50) [1]
-21840	DEF.GRANT REVENUE	(87,630.20)
-23990	SETTLEMENT PAYABLE	-
-29610	FUND BALANCE	401,233.07
		<hr/>
	Total Liabilities	284,227.36
	 REVENUES EXCEEDING EXPENDITURES	 (511,459.55)
		<hr/>
	Total Liabilities, Inflows, and Fund Balances	(227,232.19)
	 FUND OUT OF BALANCE BY	 (0.00)

[1] *These accounts are not adjusted on a monthly basis. They are adjusted annually at the close of each fiscal year. The amounts above represent balances as of 6/30/2017.*

**AIRPORT - FUND 124  
INCOME STATEMENT  
JUNE 2017**

**REVENUES**

<b>Acct Number</b>	<b>-----Account Name-----</b>	<b>YTD Realized</b>
-36410	TRANSFER FR GENERAL FUND	1,419,472.06
-37515	HANGAR RENT	169,477.44
-37516	LEASE - LANDAIR	67,580.60
-37518	STATE GRANTS	3,459,144.98
-37519	AIRPORT - MISC. INCOME	13,954.98
-37520	FLOW TAX ON FUEL	20,128.40
-39150	COUNTY - AIRPORT	30,380.00
	<b>Fund Total</b>	<b>5,180,138.46</b>

**EXPENDITURES**

<b>Acct Number</b>	<b>-----Account Name-----</b>	<b>YTD Expended</b>
52510-002	PROFESSIONAL SERVICES	67,353.82
52510-005	TELEPHONE	647.76
52510-006	UTILITIES	59,831.06
52510-009	CONTRACTS	58,088.85
52510-010	REPAIRS & MAINTENANCE	37,555.87
52510-014	INSURANCE	11,484.76
52510-016	INTEREST	54,257.40
52510-020	NOTE PRINCIPAL	730,673.01
52510-021	BOND PRINCIPAL	65,000.00
52510-031	LAND	-
52510-032	IMPROVEMENTS	3,582,768.88
52510-035	EQUIPMENT	1,017.50
	<b>Fund Total</b>	<b>4,668,678.91</b>

<b>REVENUES EXCEEDING EXPENDITURES</b>	<b>511,459.55</b>
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**AIRPORT - FUND 124  
CASH ACCOUNT DETAIL  
THROUGH JUNE 30, 2017**

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/01/2016			Beginning Balance	-	-	(440,031.34)
07/01/2016	CR0701	CR	Cash Rec. 7/1/16	750.00	-	(439,281.34)
07/05/2016	CR0705	CR	Cash Rec. 7/5/16	607,080.65	-	167,799.31
07/06/2016	CR0706	CR	Cash Rec. 7/6/16	200.00	-	167,999.31
07/07/2016	CR0707	CR	Cash Rec. 7/7/16	1,602.50	-	169,601.81
07/07/2016	11302	CD	Greeneville Aviation Services	-	1,189.50	168,412.31
07/07/2016	11303	CD	Thyssenkrupp Elevator Corp.	-	1,260.17	167,152.14
07/08/2016	CR0708	CR	Cash Rec. 7/8/16	200.00	-	167,352.14
07/11/2016	CR0711	CR	Cash Rec. 7/11/16	13,894.04	-	181,246.18
07/13/2016	CR0713	CR	Cash Rec. 7/13/16	150.00	-	181,396.18
07/15/2016	11305	CD	Capital Bank, N.A.	-	5,626.19	175,769.99
07/18/2016	CR0718	CR	Cash Rec. 7/18/16	750.00	-	176,519.99
07/19/2016	CR0719	CR	Cash Rec. 7/19/16	1,300.00	-	177,819.99
07/20/2016	CR0720	CR	Cash Rec. 7/20/16	730.00	-	178,549.99
07/21/2016	CR0721	CR	Cash Rec. 7/21/16	550.00	-	179,099.99
07/22/2016	CR0722	CR	Cash Rec. 7/22/16	550.00	-	179,649.99
07/25/2016	CR0725	CR	Cash Rec. 7/25/16	1,050.00	-	180,699.99
07/26/2016	CR0726	CR	Cash Rec. 7/26/16	150.00	-	180,849.99
07/28/2016	CR0728	CR	Cash Rec. 7/28/16	1,430.00	-	182,279.99
07/29/2016	CR0729	CR	Cash Rec. 7/29/16	400.00	-	182,679.99
08/02/2016	11306	CD	TN Dept Of Agriculture	-	200.00	182,479.99
08/02/2016	11307	CD	American Aviation, Inc.	-	200.00	182,279.99
08/02/2016	11308	CD	Comcast	-	84.90	182,195.09
08/02/2016	11309	CD	Greeneville Light & Power Syst	-	1,247.44	180,947.65
08/02/2016	11310	CD	Greeneville Aviation Services	-	1,189.50	179,758.15
08/02/2016	11311	CD	Greeneville Water Commission	-	253.20	179,504.95
08/04/2016	JE0722	JE	REV JUNE PAYABLES	-	15,507.54	163,997.41
08/05/2016	JE0723	JE	CRCT JE0722-JUNE PAYBLS REV IN AUG	2,193.50	-	166,190.91
08/05/2016	JE0724	JE	JULY PAYABLES	3,175.04	-	169,365.95
08/01/2016	CR0801	CR	Cash Rec. 8/1/16	1,550.00	-	170,915.95
08/03/2016	CR0803	CR	Cash Rec. 8/3/16	600.00	-	171,515.95
08/04/2016	CR0804	CR	Cash Rec. 8/4/16	680.00	-	172,195.95
08/05/2016	CR0805	CR	Cash Rec. 8/5/16	330.00	-	172,525.95
08/05/2016	JE0802	JE	REV JUNE PAYABLES	-	2,193.50	170,332.45
08/05/2016	JE0803	JE	REV JULY PAYABLES	-	3,175.04	167,157.41
08/08/2016	CR0808	CR	Cash Rec. 8/8/16	30,730.00	-	197,887.41
08/10/2016	CR0810	CR	Cash Rec. 8/10/16	582.50	-	198,469.91
08/11/2016	11313	CD	Regions Corporate Trust Serv	-	80,034.38	118,435.53
08/11/2016	11314	CD	Capital Bank, N.A.	-	5,677.73	112,757.80
08/11/2016	11315	CD	Tn Secretary Of State-Annual R	-	20.00	112,737.80
08/11/2016	11316	CD	Centurylink	-	58.98	112,678.82
08/18/2016	11317	CD	Local Government Corporation	-	1,117.00	111,561.82
08/18/2016	11318	CD	Regions Corporate Trust Serv	-	652.50	110,909.32
08/19/2016	CR0819	CR	Cash Rec. 8/19/16	900.00	-	111,809.32
08/22/2016	CR0822	CR	Cash Rec. 8/22/16	2,710.00	-	114,519.32
08/24/2016	CR0824	CR	Cash Rec. 8/24/16	1,403,394.12	-	1,517,913.44
08/25/2016	CR0825	CR	Cash Rec. 8/25/16	550.00	-	1,518,463.44
08/25/2016	11322	CD	Comcast	-	84.90	1,518,378.54
08/25/2016	11323	CD	Carter County Bank	-	34,935.40	1,483,443.14
08/25/2016	11324	CD	Summers-Taylor, Inc	-	663,772.76	819,670.38

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/26/2016	CR0826	CR	Cash Rec. 8/26/16	150.00	-	819,820.38
08/29/2016	CR0829	CR	Cash Rec. 8/29/16	1,350.00	-	821,170.38
08/30/2016	CR0830	CR	Cash Rec. 8/30/16	650.00	-	821,820.38
08/31/2016	JE0821	JE	REV JUNE PAYABLES	-	703,685.95	118,134.43
09/01/2016	CR0901	CR	Cash Rec. 9/1/16	200.00	-	118,334.43
09/02/2016	CR0902	CR	Cash Rec. 9/2/16	1,030.00	-	119,364.43
09/06/2016	CR0906	CR	Cash Rec. 9/6/16	800.00	-	120,164.43
09/07/2016	CR0907	CR	Cash Rec. 9/7/16	200.00	-	120,364.43
09/08/2016	CR0908	CR	Cash Rec. 9/8/16	400.00	-	120,764.43
09/08/2016	11325	CD	American Aviation, Inc.	-	200.00	120,564.43
09/08/2016	11326	CD	John R. Badenhope	-	575.00	119,989.43
09/08/2016	11327	CD	Greeneville Light & Power Syst	-	1,328.36	118,661.07
09/08/2016	11328	CD	Greeneville Aviation Services	-	1,189.50	117,471.57
09/08/2016	11329	CD	Greeneville Water Commission	-	207.70	117,263.87
09/08/2016	11330	CD	Centurylink	-	58.79	117,205.08
09/08/2016	11331	CD	Consolidated Electrical Distrubuters	-	80.00	117,125.08
09/09/2016	CR0909	CR	Cash Rec. 9/9/16	1,117.50	-	118,242.58
09/12/2016	CR0912	CR	Cash Rec. 9/12/16	387.50	-	118,630.08
09/15/2016	11332	CD	Capital Bank, N.A.	-	5,686.28	112,943.80
09/15/2016	11333	CD	Tn Dept Of Labor & Workforce	-	60.00	112,883.80
09/16/2016	CR0916	CR	Cash Rec. 9/16/16	3,038.00	-	115,921.80
09/19/2016	CR0919	CR	Cash Rec. 9/19/16	500.00	-	116,421.80
09/20/2016	CR0920	CR	Cash Rec. 9/20/16	880.00	-	117,301.80
09/22/2016	CR0922	CR	Cash Rec. 9/22/16	400.00	-	117,701.80
09/22/2016	11334	CD	Theodore E Kryder Estate	-	55.00	117,646.80
09/22/2016	Fyr-Ex	CD	Void payment number 11335	45.00	-	117,691.80
09/22/2016	11335	CD	Fyr-Ex Extinguisher Sales & Se	-	45.00	117,646.80
09/22/2016	11335	CD	Fyr-Ex Extinguisher Sales & Se	-	45.00	117,601.80
09/23/2016	CR0923	CR	Cash Rec. 9/23/16	600.00	-	118,201.80
09/26/2016	CR0926	CR	Cash Rec. 9/26/16	4,320.00	-	122,521.80
09/27/2016	CR0927	CR	Cash Rec. 9/27/16	150.00	-	122,671.80
09/28/2016	CR0928	CR	Cash Rec. 9/28/16	200.00	-	122,871.80
09/29/2016	CR0929	CR	Cash Rec. 9/29/16	750.00	-	123,621.80
09/29/2016	11336	CD	Greeneville Light & Power Syst	-	1,350.85	122,270.95
09/29/2016	11337	CD	Greeneville Water Commission	-	262.30	122,008.65
09/30/2016	CR0930	CR	Cash Rec. 9/30/16	1,080.00	-	123,088.65
09/30/2016	JE0924	JE	SEPT PAYABLES	2,793.36	-	125,882.01
10/06/2016	11338	CD	American Aviation, Inc.	-	200.00	125,682.01
10/06/2016	11339	CD	Comcast	-	84.90	125,597.11
10/06/2016	11340	CD	Thyssenkrupp Elevator Corp.	-	1,260.17	124,336.94
10/06/2016	11341	CD	Greeneville Aviation Services	-	1,189.50	123,147.44
10/06/2016	11342	CD	Centurylink	-	58.79	123,088.65
10/03/2016	CR1003	CR	Cash Rec. 10/3/16	1,147.50	-	124,236.15
10/04/2016	CR1004	CR	Cash Rec. 10/4/16	350.00	-	124,586.15
10/05/2016	CR1005	CR	Cash Rec. 10/5/16	200.00	-	124,786.15
10/06/2016	CR1006	CR	Cash Rec. 10/6/16	750.00	-	125,536.15
10/10/2016	CR1010	CR	Cash Rec. 10/10/16	150.00	-	125,686.15
10/11/2016	CR1011	CR	Cash Rec. 10/11/16	84,314.22	-	210,000.37
10/13/2016	11343	CD	John R. Badenhope	-	257.00	209,743.37
10/13/2016	11344	CD	Capital Bank, N.A.	-	5,642.10	204,101.27
10/13/2016	11345	CD	Barge, Waggoner, Sumner And	-	83,606.72	120,494.55
10/17/2016	CR1017	CR	Cash Rec. 10/17/16	1,756,469.75	-	1,876,964.30
10/18/2016	CR1018	CR	Cash Rec. 10/18/16	200.00	-	1,877,164.30
10/19/2016	CR1019	CR	Cash Rec. 10/19/16	1,010.00	-	1,878,174.30

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/20/2016	CR1020	CR	Cash Rec. 10/20/16	800.00	-	1,878,974.30
10/20/2016	11346	CD	John R. Badenhope	-	427.00	1,878,547.30
10/20/2016	11347	CD	Carter County Bank	-	87,805.99	1,790,741.31
10/20/2016	11348	CD	Summers-Taylor, Inc	-	1,668,313.76	122,427.55
10/21/2016	CR1021	CR	Cash Rec. 10/21/16	3,788.00	-	126,215.55
10/24/2016	CR1024	CR	Cash Rec. 10/24/16	1,880.00	-	128,095.55
10/25/2016	CR1025	CR	Cash Rec. 10/25/16	750.00	-	128,845.55
10/27/2016	CR1027	CR	Cash Rec. 10/27/16	150.00	-	128,995.55
10/27/2016	11349	CD	Comcast	-	84.90	128,910.65
10/27/2016	11350	CD	TML Risk Management Pool	-	12,113.00	116,797.65
10/27/2016	11351	CD	Milligan & Coleman, Attorneys	-	3,439.74	113,357.91
10/27/2016	11352	CD	Greeneville Water Commission	-	244.10	113,113.81
10/27/2016	11353	CD	Greeneville Sun	-	84.52	113,029.29
10/28/2016	CR1028	CR	Cash Rec. 10/28/16	750.00	-	113,779.29
10/31/2016	CR1031	CR	Cash Rec. 10/31/16	1,550.00	-	115,329.29
10/31/2016	JE1025	JE	REV SEPT PAYABLES	-	2,793.36	112,535.93
10/31/2016	JE1029	JE	OCT PAYABLES	2,507.18	-	115,043.11
11/03/2016	11356	CD	American Aviation, Inc.	-	200.00	114,843.11
11/03/2016	11357	CD	Greeneville Light & Power Syst	-	1,117.68	113,725.43
11/03/2016	11358	CD	Greeneville Aviation Services	-	1,189.50	112,535.93
11/01/2016	CR1101	CR	Cash Rec. 11/1/16	530.00	-	113,065.93
11/02/2016	CR1102	CR	Cash Rec. 11/2/16	400.00	-	113,465.93
11/03/2016	CR1103	CR	Cash Rec. 11/3/16	450.00	-	113,915.93
11/04/2016	JE1105	JE	REV OCT PAYABLES	-	2,507.18	111,408.75
11/07/2016	CR1107	CR	Cash Rec. 11/7/16	437.50	-	111,846.25
11/08/2016	CR1108	CR	Cash Rec. 11/8/16	662.50	-	112,508.75
11/09/2016	CR1109	CR	Cash Rec. 11/9/16	200.00	-	112,708.75
11/10/2016	CR1110	CR	Cash Rec. 11/10/16	400.00	-	113,108.75
11/10/2016	11359	CD	Capital Bank, N.A.	-	5,679.12	107,429.63
11/10/2016	11360	CD	Centurylink	-	59.96	107,369.67
11/10/2016	VOID CHECK	CD	Void Check #068940	459.62	-	107,829.29
11/11/2016	CR1111	CR	Cash Rec. 11/11/16	180.00	-	108,009.29
11/18/2016	CR1118	CR	Cash Rec. 11/18/16	200.00	-	108,209.29
11/21/2016	CR1121	CR	Cash Rec. 11/21/16	3,060.00	-	111,269.29
11/23/2016	CR1123	CR	Cash Rec. 11/23/16	900.00	-	112,169.29
11/28/2016	CR1128	CR	Cash Rec. 11/28/16	4,138.00	-	116,307.29
11/29/2016	CR1129	CR	Cash Rec. 11/29/16	200.00	-	116,507.29
11/30/2016	CR1130	CR	Cash Rec. 11/30/16	500.00	-	117,007.29
11/30/2016	JE1125	JE	NOV PAYABLES	692,048.76	-	809,056.05
12/01/2016	11368	CD	Comcast	-	84.90	808,971.15
12/01/2016	11369	CD	John R. Badenhope	-	752.00	808,219.15
12/01/2016	11370	CD	Greeneville Light & Power Syst	-	1,515.51	806,703.64
12/01/2016	11371	CD	Carter County Bank	-	17,225.08	789,478.56
12/01/2016	11372	CD	Summers-Taylor, Inc	-	671,778.27	117,700.29
12/01/2016	11373	CD	Greeneville Water Commission	-	163.00	117,537.29
12/01/2016	11374	CD	Consolidated Electrical Distributers	-	530.00	117,007.29
12/01/2016	CR1201	CR	Cash Rec. 12/1/16	690,898.35	-	807,905.64
12/02/2016	CR1202	CR	Cash Rec. 12/2/16	2,080.00	-	809,985.64
12/05/2016	CR1205	CR	Cash Rec. 12/5/16	350.00	-	810,335.64
12/07/2016	CR1207	CR	Cash Rec. 12/7/16	682.50	-	811,018.14
12/07/2016	JE1206	JE	REV NOV PAYABLES	-	692,048.76	118,969.38
12/08/2016	CR1208	CR	Cash Rec. 12/8/16	350.00	-	119,319.38
12/08/2016	11375	CD	American Aviation, Inc.	-	5,393.52	113,925.86
12/08/2016	11376	CD	Greeneville Aviation Services	-	1,189.50	112,736.36

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
12/08/2016	11377	CD	Greeneville Water Commission	-	153.50	112,582.86
12/08/2016	11378	CD	Centurylink	-	58.77	112,524.09
12/12/2016	CR1212	CR	Cash Rec. 12/12/16	380.00	-	112,904.09
12/15/2016	CR1215	CR	Cash Rec. 12/15/16	3,038.00	-	115,942.09
12/16/2016	CR1216	CR	Cash Rec. 12/16/16	10,218.44	-	126,160.53
12/19/2016	CR1219	CR	Cash Rec. 12/19/16	1,970.00	-	128,130.53
12/20/2016	CR1220	CR	Cash Rec. 12/20/16	150.00	-	128,280.53
12/21/2016	CR1221	CR	Cash Rec. 12/21/16	2,700.00	-	130,980.53
12/22/2016	CR1222	CR	Cash Rec. 12/22/16	400.00	-	131,380.53
12/22/2016	11379	CD	Comcast	-	84.90	131,295.63
12/22/2016	11380	CD	Perry Bros. Aviation Fuels Llc	-	2,365.58	128,930.05
12/22/2016	11381	CD	Milligan & Coleman, Attorneys	-	193.50	128,736.55
12/22/2016	11382	CD	Greeneville Water Commission	-	271.30	128,465.25
12/23/2016	CR1223	CR	Cash Rec. 12/23/16	200.00	-	128,665.25
12/27/2016	CR1227	CR	Cash Rec. 12/27/16	380.00	-	129,045.25
12/28/2016	CR1228	CR	Cash Rec. 12/28/16	200.00	-	129,245.25
12/29/2016	CR1229	CR	Cash Rec. 12/29/16	700.00	-	129,945.25
12/29/2016	11383	CD	Greeneville Light & Power Syst	-	2,735.56	127,209.69
12/29/2016	11384	CD	Janet Malone	-	8,187.57	119,022.12
12/30/2016	CR1230	CR	Cash Rec. 12/30/16	1,245.00	-	120,267.12
12/31/2016	JE1229	JE	BOND SALES-AIRPORT	-	678,553.89	(558,286.77)
12/31/2016	JE1229	JE	BOND SALES-AIRPORT	1,389,092.06	-	830,805.29
12/31/2016	JE1229	JE	BOND SALES-AIRPORT	-	710,538.17	120,267.12
12/31/2016	JE1232	JE	DEC PAYABLES	2,255.41	-	122,522.53
01/05/2017	11385	CD	American Aviation, Inc.	-	893.00	121,629.53
01/05/2017	11386	CD	Thyssenkrupp Elevator Corp.	-	1,303.64	120,325.89
01/05/2017	11387	CD	Centurylink	-	58.77	120,267.12
01/03/2017	CR0103	CR	Cash Rec. 1/3/17	2,922.50	-	123,189.62
01/05/2017	CR0105	CR	Cash Rec. 1/5/17	1,280.00	-	124,469.62
01/09/2017	CR0109	CR	Cash Rec. 1/9/17	400.00	-	124,869.62
01/10/2017	CR0110	CR	Cash Rec. 1/10/17	1,560.09	-	126,429.71
01/11/2017	CR0111	CR	Cash Rec. 1/11/17	3,780.00	-	130,209.71
01/12/2017	11388	CD	Clerk & Master	-	427.43	129,782.28
01/12/2017	11389	CD	Greeneville Light & Power Syst	-	6,450.13	123,332.15
01/12/2017	11390	CD	Greeneville Aviation Services	-	1,204.50	122,127.65
01/13/2017	CR0113	CR	Cash Rec. 1/13/17	809.96	-	122,937.61
01/19/2017	CR0119	CR	Cash Rec. 1/19/17	73,090.36	-	196,027.97
01/19/2017	11391	CD	Barge, Waggoner, Sumner And	-	72,710.36	123,317.61
01/20/2017	CR0120	CR	Cash Rec. 1/20/17	950.00	-	124,267.61
01/23/2017	CR0123	CR	Cash Rec. 1/23/17	4,718.00	-	128,985.61
01/24/2017	CR0124	CR	Cash Rec. 1/24/17	750.00	-	129,735.61
01/25/2017	CR0125	CR	Cash Rec. 1/25/17	739.00	-	130,474.61
01/25/2017	Clerk & Master	CD	Void payment number 11388	427.43	-	130,902.04
01/26/2017	CR0126	CR	Cash Rec. 1/26/17	1,050.00	-	131,952.04
01/26/2017	11392	CD	Barge, Waggoner, Sumner And	-	8,580.58	123,371.46
01/26/2017	Barge,	CD	Void payment number 11392	8,580.58	-	131,952.04
01/26/2017	11392	CD	Barge, Waggoner, Sumner And	-	8,580.58	123,371.46
01/27/2017	CR0127	CR	Cash Rec. 1/27/17	113,004.49	-	236,375.95
01/30/2017	CR0130	CR	Cash Rec. 1/30/17	1,250.00	-	237,625.95
01/31/2017	CR0131	CR	Cash Rec. 1/31/17	19,465.50	-	257,091.45
01/31/2017	JE0114	JE	CRCT CR0105	1,000.00	-	258,091.45
01/31/2017	JE0115	JE	REV DEC PAYABLES	-	2,255.41	255,836.04
01/31/2017	JE0128	JE	JAN PAYABLES	146,263.29	-	402,099.33
02/02/2017	11394	CD	American Aviation, Inc.	-	200.00	401,899.33



Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/02/2017	11395	CD	Blackburn, Childers & Steagall	-	14,310.00	387,589.33
02/02/2017	11396	CD	Summers-Taylor, Inc	-	107,912.99	279,676.34
02/02/2017	11397	CD	Greeneville Water Commission	-	863.80	278,812.54
02/02/2017	11398	CD	Barge, Waggoner, Sumner And	-	21,597.00	257,215.54
02/02/2017	11399	CD	Greene Co Partnership, Inc	-	175.00	257,040.54
02/02/2017	11400	CD	Greeneville Aviation Services	-	1,204.50	255,836.04
02/01/2017	CR0201	CR	Cash Rec. 2/1/17	400.00	-	256,236.04
02/02/2017	CR0202	CR	Cash Rec. 2/2/17	920.21	-	257,156.25
02/03/2017	CR0203	CR	Cash Rec. 2/3/17	15,130.00	-	272,286.25
02/06/2017	CR0206	CR	Cash Rec. 2/6/17	532.50	-	272,818.75
02/07/2017	CR0207	CR	Cash Rec. 2/7/17	174,555.85	-	447,374.60
02/08/2017	CR0208	CR	Cash Rec. 2/8/17	730.00	-	448,104.60
02/08/2017	JE0205	JE	REV JAN PAYABLES	-	146,263.29	301,841.31
02/09/2017	CR0209	CR	Cash Rec. 2/9/17	200.00	-	302,041.31
02/09/2017	11401	CD	John R. Badenhope	-	300.00	301,741.31
02/09/2017	11402	CD	Blackburn, Childers & Steagall	-	1,590.00	300,151.31
02/09/2017	11403	CD	Greeneville Light & Power Syst	-	8,688.69	291,462.62
02/09/2017	11404	CD	Summers-Taylor, Inc	-	157,130.05	134,332.57
02/09/2017	11405	CD	Centurylink	-	58.72	134,273.85
02/09/2017	11406	CD	Barge, Waggoner, Sumner And	-	23,555.20	110,718.65
02/10/2017	CR0210	CR	Cash Rec. 2/10/17	4,505.05	-	115,223.70
02/13/2017	CR0213	CR	Cash Rec. 2/13/17	180.00	-	115,403.70
02/14/2017	CR0214	CR	Cash Rec. 2/14/17	250.00	-	115,653.70
02/16/2017	CR0216	CR	Cash Rec. 2/16/17	350.00	-	116,003.70
02/16/2017	11407	CD	Perry Bros. Aviation Fuels Llc	-	447.10	115,556.60
02/20/2017	CR0220	CR	Cash Rec. 2/20/17	3,038.00	-	118,594.60
02/21/2017	CR0221	CR	Cash Rec. 2/21/17	1,300.00	-	119,894.60
02/22/2017	CR0222	CR	Cash Rec. 2/22/17	400.00	-	120,294.60
02/23/2017	CR0223	CR	Cash Rec. 2/23/17	2,110.00	-	122,404.60
02/23/2017	11408	CD	Us Bank Corp. Trust - Cm-9705	-	12,477.01	109,927.59
02/23/2017	11409	CD	First Tennessee Bank	-	2,350.43	107,577.16
02/23/2017	11410	CD	Tn Dept Of Labor & Workforce	-	55.00	107,522.16
02/24/2017	CR0224	CR	Cash Rec. 2/24/17	300.00	-	107,822.16
02/27/2017	CR0227	CR	Cash Rec. 2/27/17	2,150.00	-	109,972.16
02/28/2017	CR0228	CR	Cash Rec. 2/28/17	400.00	-	110,372.16
02/28/2017	JE0224	JE	FEB PAYABLES	4,497.94	-	114,870.10
03/02/2017	11411	CD	American Aviation, Inc.	-	808.00	114,062.10
03/02/2017	11412	CD	Greeneville Light & Power Syst	-	2,485.44	111,576.66
03/02/2017	11413	CD	Greeneville Aviation Services	-	1,204.50	110,372.16
03/01/2017	CR0301	CR	Cash Rec. 3/1/17	950.00	-	111,322.16
03/02/2017	CR0302	CR	Cash Rec. 3/2/17	15,412.06	-	126,734.22
03/03/2017	CR0303	CR	Cash Rec. 3/3/17	682.50	-	127,416.72
03/03/2017	JE0301	JE	REV FEB PAYABLES	-	4,497.94	122,918.78
03/07/2017	CR0307	CR	Cash Rec. 3/7/17	150.00	-	123,068.78
03/08/2017	CR0308	CR	Cash Rec. 3/8/17	400.00	-	123,468.78
03/09/2017	CR0309	CR	Cash Rec. 3/9/17	350.00	-	123,818.78
03/09/2017	11414	CD	Greeneville Water Commission	-	836.80	122,981.98
03/09/2017	11415	CD	Centurylink	-	58.72	122,923.26
03/10/2017	CR0310	CR	Cash Rec. 3/10/17	380.00	-	123,303.26
03/13/2017	CR0313	CR	Cash Rec. 3/13/17	150.00	-	123,453.26
03/14/2017	CR0314	CR	Cash Rec. 3/14/17	4,500.00	-	127,953.26
03/16/2017	11416	CD	John R. Badenhope	-	1,187.25	126,766.01
03/16/2017	11417	CD	Greeneville Light & Power Syst	-	5,119.86	121,646.15
03/17/2017	CR0317	CR	Cash Rec. 3/17/17	300.00	-	121,946.15

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/20/2017	CR0320	CR	Cash Rec. 3/20/17	2,320.00	-	124,266.15
03/21/2017	CR0321	CR	Cash Rec. 3/21/17	950.00	-	125,216.15
03/22/2017	CR0322	CR	Cash Rec. 3/22/17	200.00	-	125,416.15
03/23/2017	CR0323	CR	Cash Rec. 3/23/17	750.00	-	126,166.15
03/23/2017	11418	CD	Greene County Trustee	-	267.50	125,898.65
03/24/2017	CR0324	CR	Cash Rec. 3/24/17	930.00	-	126,828.65
03/27/2017	CR0327	CR	Cash Rec. 3/27/17	3,430.00	-	130,258.65
03/28/2017	CR0328	CR	Cash Rec. 3/28/17	600.00	-	130,858.65
03/30/2017	CR0330	CR	Cash Rec. 3/30/17	730.00	-	131,588.65
03/30/2017	11419	CD	Comcast	-	58.03	131,530.62
03/30/2017	11420	CD	Greeneville Water Commission	-	773.60	130,757.02
03/31/2017	CR0331	CR	Cash Rec. 3/31/17	550.00	-	131,307.02
03/31/2017	JE0327	JE	MARCH PAYABLES	10,315.48	-	141,622.50
04/06/2017	11421	CD	Lowe's	-	290.76	141,331.74
04/06/2017	11422	CD	Thyssenkrupp Elevator Corp.	-	1,303.64	140,028.10
04/06/2017	11423	CD	Janet Malone	-	4,457.86	135,570.24
04/06/2017	11424	CD	TN Dept of Transportation	-	3,000.00	132,570.24
04/06/2017	11425	CD	Greeneville Aviation Services	-	1,204.50	131,365.74
04/06/2017	11426	CD	Centurylink	-	58.72	131,307.02
04/03/2017	CR0403	CR	Cash Rec. 4/3/17	1,630.00	-	132,937.02
04/04/2017	CR0404	CR	Cash Rec. 4/4/17	503.03	-	133,440.05
04/05/2017	CR0405	CR	Cash Rec. 4/5/17	500.00	-	133,940.05
04/06/2017	CR0406	CR	Cash Rec. 4/6/17	4,650.00	-	138,590.05
04/07/2017	CR0407	CR	Cash Rec. 4/7/17	400.00	-	138,990.05
04/10/2017	CR0410	CR	Cash Rec. 4/10/17	400.00	-	139,390.05
04/11/2017	CR0411	CR	Cash Rec. 4/11/17	712.50	-	140,102.55
04/13/2017	11427	CD	American Aviation, Inc.	-	200.00	139,902.55
04/13/2017	11428	CD	Greeneville Light & Power Syst	-	6,929.81	132,972.74
04/17/2017	CR0417	CR	Cash Rec. 4/17/17	200.00	-	133,172.74
04/17/2017	JE0404	JE	REV MARCH PAYABLES	-	10,315.48	122,857.26
04/18/2017	CR0418	CR	Cash Rec. 4/18/17	1,910.00	-	124,767.26
04/20/2017	CR0420	CR	Cash Rec. 4/20/17	180.00	-	124,947.26
04/21/2017	CR0421	CR	Cash Rec. 4/21/17	650.00	-	125,597.26
04/24/2017	CR0424	CR	Cash Rec. 4/24/17	1,660.00	-	127,257.26
04/25/2017	CR0425	CR	Cash Rec. 4/25/17	1,010.00	-	128,267.26
04/26/2017	CR0426	CR	Cash Rec. 4/26/17	1,150.00	-	129,417.26
04/27/2017	CR0427	CR	Cash Rec. 4/27/17	650.00	-	130,067.26
04/27/2017	11429	CD	City Glass	-	325.00	129,742.26
04/27/2017	11430	CD	Comcast	-	59.90	129,682.36
04/27/2017	11431	CD	Greene County Clerk	-	17.50	129,664.86
04/27/2017	11432	CD	Greeneville Water Commission	-	836.70	128,828.16
04/27/2017	11433	CD	Greeneville Sun	-	743.13	128,085.03
04/27/2017	11434	CD	Town Of Greeneville	-	1,000.00	127,085.03
04/28/2017	CR0428	CR	Cash Rec. 4/28/17	32,869.98	-	159,955.01
04/30/2017	JE0423	JE	APRIL PAYABLES	18,806.87	-	178,761.88
05/04/2017	11435	CD	American Aviation, Inc.	-	13,769.98	164,991.90
05/04/2017	11436	CD	Greeneville Light & Power Syst	-	1,382.77	163,609.13
05/04/2017	11437	CD	Janet Malone	-	2,449.62	161,159.51
05/04/2017	11438	CD	Greeneville Aviation Services	-	1,204.50	159,955.01
05/01/2017	CR0501	CR	Cash Rec. 5/1/17	1,300.00	-	161,255.01
05/03/2017	CR0503	CR	Cash Rec. 5/3/17	10,152.79	-	171,407.80
05/04/2017	CR0504	CR	Cash Rec. 5/4/17	730.00	-	172,137.80
05/05/2017	JE0503	JE	REV APRIL PAYABLES	-	18,806.87	153,330.93
05/08/2017	CR0508	CR	Cash Rec. 5/8/17	400.00	-	153,730.93

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/10/2017	CR0510	CR	Cash Rec. 5/10/17	882.50	-	154,613.43
05/11/2017	CR0511	CR	Cash Rec. 5/11/17	180.00	-	154,793.43
05/11/2017	11439	CD	Perry Bros. Aviation Fuels Llc	-	799.37	153,994.06
05/11/2017	11440	CD	Barge, Waggoner, Sumner And	-	19,550.00	134,444.06
05/15/2017	CR0515	CR	Cash Rec. 5/15/17	6,044.37	-	140,488.43
05/18/2017	CR0518	CR	Cash Rec. 5/18/17	300.00	-	140,788.43
05/19/2017	CR0519	CR	Cash Rec. 5/19/17	680.00	-	141,468.43
05/22/2017	CR0522	CR	Cash Rec. 5/22/17	4,190.00	-	145,658.43
05/23/2017	CR0523	CR	Cash Rec. 5/23/17	800.00	-	146,458.43
05/25/2017	CR0525	CR	Cash Rec. 5/25/17	300.00	-	146,758.43
05/25/2017	11441	CD	Comcast	-	84.90	146,673.53
05/25/2017	11442	CD	Greeneville Light & Power Syst	-	3,696.88	142,976.65
05/25/2017	11443	CD	Milligan & Coleman, Attorneys	-	763.50	142,213.15
05/25/2017	11444	CD	Fred Beaver	-	175.00	142,038.15
05/25/2017	11445	CD	Greeneville Water Commission	-	809.80	141,228.35
05/25/2017	11446	CD	Tn Dept Of Labor & Workforce	-	60.00	141,168.35
05/26/2017	CR0526	CR	Cash Rec. 5/26/17	2,300.00	-	143,468.35
05/30/2017	CR0530	CR	Cash Rec. 5/30/17	2,137.50	-	145,605.85
05/31/2017	CR0531	CR	Cash Rec. 5/31/17	400.00	-	146,005.85
05/31/2017	JE0522	JE	MAY PAYABLES	3,094.00	-	149,099.85
06/01/2017	11447	CD	John R. Badenhope	-	286.00	148,813.85
06/01/2017	11448	CD	Telvent Dtn, Llc.	-	2,808.00	146,005.85
06/01/2017	CR0601	CR	Cash Rec. 6/1/17	550.00	-	146,555.85
06/02/2017	CR0602	CR	Cash Rec. 6/2/17	450.00	-	147,005.85
06/05/2017	CR0605	CR	Cash Rec. 6/5/17	1,230.00	-	148,235.85
06/06/2017	CR0606	CR	Cash Rec. 6/6/17	1,246.50	-	149,482.35
06/06/2017	JE0605	JE	REV MAY PAYABLES	-	3,094.00	146,388.35
06/07/2017	CR0607	CR	Cash Rec. 6/7/17	532.50	-	146,920.85
06/08/2017	CR0608	CR	Cash Rec. 6/8/17	7,084.37	-	154,005.22
06/08/2017	11449	CD	American Aviation, Inc.	-	200.00	153,805.22
06/08/2017	11450	CD	John R. Badenhope	-	114.26	153,690.96
06/08/2017	11451	CD	Greeneville Light & Power Syst	-	4,550.62	149,140.34
06/08/2017	11452	CD	Harvey English	-	125.00	149,015.34
06/08/2017	11453	CD	Greeneville Aviation Services	-	1,204.50	147,810.84
06/08/2017	11454	CD	Centurylink	-	117.54	147,693.30
06/12/2017	CR0612	CR	Cash Rec. 6/12/17	380.00	-	148,073.30
06/14/2017	CR0614	CR	Cash Rec. 6/14/17	200.00	-	148,273.30
06/15/2017	CR0615	CR	Cash Rec. 6/15/17	7,166.48	-	155,439.78
06/19/2017	CR0619	CR	Cash Rec. 6/19/17	530.00	-	155,969.78
06/20/2017	CR0620	CR	Cash Rec. 6/20/17	2,140.00	-	158,109.78
06/21/2017	CR0621	CR	Cash Rec. 6/21/17	200.00	-	158,309.78
06/22/2017	CR0622	CR	Cash Rec. 6/22/17	350.00	-	158,659.78
06/23/2017	CR0623	CR	Cash Rec. 6/23/17	550.00	-	159,209.78
06/26/2017	CR0626	CR	Cash Rec. 6/26/17	800.00	-	160,009.78
06/28/2017	CR0628	CR	Cash Rec. 6/28/17	300.00	-	160,309.78
06/29/2017	CR0629	CR	Cash Rec. 6/29/17	1,610.00	-	161,919.78
06/29/2017	11455	CD	Comcast	-	84.90	161,834.88
06/29/2017	11456	CD	Greeneville Light & Power Syst	-	1,263.15	160,571.73
06/29/2017	11457	CD	Janet Malone	-	1,810.95	158,760.78
06/29/2017	11458	CD	Greeneville Water Commission	-	908.50	157,852.28
06/30/2017	CR0630	CR	Cash Rec. 6/30/17	1,437.50	-	159,289.78
06/30/2017	JE0637	JE	AIRPORT DEPOSIT SLIPS	-	38.92	159,250.86
06/30/2017	JE0642	JE	JUNE PAYABLES	16,318.01	-	175,568.87
07/06/2017	11467	CD	American Aviation, Inc.	-	200.00	175,368.87

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/06/2017	11468	CD	Greeneville Water Commission	-	2,320.00	173,048.87
07/13/2017	11469	CD	Greeneville Light & Power Syst	-	3,384.01	169,664.86
07/13/2017	11470	CD	Summers-Taylor, Inc	-	9,600.00	160,064.86
07/20/2017	11471	CD	Milligan & Coleman, Attorneys	-	814.00	159,250.86
Fund Totals: 124				7,550,936.19	6,951,653.99	159,250.86

**AIRPORT - FUND 124  
CASH ANALYSIS  
AS OF JUNE 30, 2017**

CASH BALANCE PER GENERAL LEDGER		159,250.86
GRANT RESTRICTED CASH		(87,630.20)
REMAINING PAYABLES	(16,318.01)	
REMAINING RECEIVABLES	<u>6,918.38</u>	
		<u>(9,399.63)</u>
 CASH AVAILABLE FOR OPERATIONS AT 6-30-17		 <u><u>62,221.03</u></u>

# ***Greeneville Greene County Airport Authority***

***200 North College Street, Greeneville, Tennessee 37745***

***Telephone: 423-639-7105 Fax: 423-639-0093***

*Chairman*

*Janet L. Malone*

*Vice Chairman*

*John Carter*

*Board Members*

*David "Timer" White*

*Paul Burke*

*John Waddle*

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**GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**31 JULY 2017**

**BOARD ROOM – TOWN OF GREENEVILLE**

**0900 AM**

The Greeneville Greene County Airport Authority met in regular session with John Carter, Timer White, John Waddle and Janet Malone present. Paul Burkey was absent due to a previously scheduled engagement.

John Carter provided the invocation and Timer White lead the group with the Pledge to the Flag.

1. The board did not approve a Financial Statement for the month of June into record due to the current audit taking place. The board will be presented with a June statement at the next meeting for consideration.
  2. The board approved into record the minutes of the 26<sup>th</sup> of June 2017 Regular Meeting Minutes with a motion to approve made by John Waddle, seconded by John Carter; All votes were in favor of approving the minutes into record, the motion carried.
- Reports from various groups included Greeneville Aviation Services stating that all

***Greeneville Greene County Municipal Airport***

***KGCY***

***246 Airport Road, Greeneville, Tennessee 37745***

***Telephone: 423-639-6275 Fax: 423-639-5998***

T-Hangars were full with 70 individuals on the waiting list. The Civil Air Patrol discussed the 3-day operational training exercise that would be held at the airport. Civil Air Patrol units from Murfreesboro, Chattanooga, Nashville, Tri-Cities, and Morristown would also be in Greeneville for this operation.

- Joel Hausser with AOPA discussed the continuing efforts to void the current plan to privatize the Air Traffic Control System due to the effects that it would have on the General Aviation industry.
- Jump Tennessee reported that they are staying busy with an increase in students.
- The meeting adjourned.

 28 Aug 2017

Janet L. Malone

Chairman



Paul Burkey

Secretary

*Greeneville Greene County Municipal Airport  
KGCY  
246 Airport Road, Greeneville, Tennessee 37745  
Telephone: 423-639-6275 Fax: 423-639-5998*

**AIRPORT - FUND 124  
BALANCE SHEET  
JULY 2017**

<b>Acct Number</b>	<b>-----Account Name-----</b>	<b>-----Amount----</b>
	<u><b>Assets</b></u>	
-11214	AJB AIRPORT CKG	160,987.43
-11420	DEPOSIT WITH STATE	57,277.53 [1]
-13291	ACCOUNTS RECEIVABLE	582.17 [1]
-13292	HANGAR RENT RECEIVABLE	175.00
-13732	DUE FROM STATE - GRANTS	6,918.38
-14000	PREPAID INSURANCE	<u>3,028.25 [1]</u>
	Total Assets	228,968.76
	<u><b>Liabilities</b></u>	
-21120	VOUCHERS PAYABLE	(602.05)
-21830	DEF.REV.-HANGAR RENT	(13,057.50) [1]
-21840	DEF.GRANT REVENUE	(87,630.20)
-23990	SETTLEMENT PAYABLE	-
-29610	FUND BALANCE	<u>(110,226.48)</u>
	Total Liabilities	(211,516.23)
	REVENUES EXCEEDING EXPENDITURES	(17,452.53)
	Total Liabilities, Inflows, and Fund Balances	(228,968.76)
	FUND OUT OF BALANCE BY	-

[1] *These accounts are not adjusted on a monthly basis. They are adjusted annually at the close of each fiscal year. The amounts above represent balances as of 6/30/2017.*



**AIRPORT - FUND 124  
INCOME STATEMENT  
JULY 2017**

**REVENUES**

<b>Acct Number</b>	<b>-----Account Name-----</b>	<b>YTD Realized</b>
-36410	TRANSFER FR GENERAL FUND	61,621.20
-37515	HANGAR RENT	12,706.87
-37516	LEASE - LANDAIR	4,500.00
-37518	STATE GRANTS	-
-37519	AIRPORT - MISC. INCOME	150.00
-37520	FLOW TAX ON FUEL	2,502.17
-39150	COUNTY - AIRPORT	-
	<b>Fund Total</b>	<b>81,480.24</b>

**EXPENDITURES**

<b>Acct Number</b>	<b>-----Account Name-----</b>	<b>YTD Expended</b>
52510-002	PROFESSIONAL SERVICES	-
52510-005	TELEPHONE	58.77
52510-006	UTILITIES	2,331.29
52510-009	CONTRACTS	1,709.40
52510-010	REPAIRS & MAINTENANCE	627.05
52510-014	INSURANCE	-
52510-016	INTEREST	-
52510-020	NOTE PRINCIPAL	-
52510-021	BOND PRINCIPAL	-
52510-031	LAND	-
52510-032	IMPROVEMENTS	59,301.20
52510-035	EQUIPMENT	-
	<b>Fund Total</b>	<b>64,027.71</b>

<b>REVENUES EXCEEDING EXPENDITURES</b>	<b>17,452.53</b>
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**AIRPORT - FUND 124  
CASH ACCOUNT DETAIL  
THROUGH JULY 31, 2017**

Date	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/01/2017			Beginning Balance	-	-	159,250.86
07/03/2017	CR0703	CR	Cash Rec. 7/3/17	900.00	-	160,150.86
07/05/2017	CR0705	CR	Cash Rec. 7/5/17	1,382.17	-	161,533.03
07/06/2017	CR0706	CR	Cash Rec. 7/6/17	400.00	-	161,933.03
07/06/2017	11459	CD	TN Dept Of Agriculture	-	200.00	161,733.03
07/06/2017	TN Dept Of	CD	Void payment number 11459	200.00	-	161,933.03
07/06/2017	Manis	CD	Void payment number 11460	31,522.60	-	193,455.63
07/06/2017	11460	CD	Manis Excavating & Demolition	-	31,522.60	161,933.03
07/06/2017	11461	CD	Greeneville Aviation Services	-	1,204.50	160,728.53
07/06/2017	Greeneville	CD	Void payment number 11461	1,204.50	-	161,933.03
07/06/2017	11462	CD	Centurylink	-	58.77	161,874.26
07/06/2017	Centurylink	CD	Void payment number 11462	58.77	-	161,933.03
07/06/2017	11459	CD	TN Dept Of Agriculture	-	200.00	161,733.03
07/06/2017	11460	CD	Manis Excavating & Demolition	-	31,522.60	130,210.43
07/06/2017	11461	CD	Greeneville Aviation Services	-	1,204.50	129,005.93
07/06/2017	11462	CD	Centurylink	-	58.77	128,947.16
07/07/2017	CR0707	CR	Cash Rec. 7/7/17	7,324.37	-	136,271.53
07/10/2017	CR0710	CR	Cash Rec. 7/10/17	932.50	-	137,204.03
07/11/2017	CR0711	CR	Cash Rec. 7/11/17	330.00	-	137,534.03
07/13/2017	CR0713	CR	Cash Rec. 7/13/17	1,200.00	-	138,734.03
07/14/2017	JE0704	JE	BOND TRSFR - MED TRANS (1)	33,842.60	-	172,576.63
07/18/2017	CR0718	CR	Cash Rec. 7/18/17	200.00	-	172,776.63
07/20/2017	CR0720	CR	Cash Rec. 7/20/17	640.00	-	173,416.63
07/20/2017	JE0711	JE	AIRPORT BOND FUNDS TRANSFER (2)	27,778.60	-	201,195.23
07/20/2017	11472	CD	Manis Excavating & Demolition	-	27,778.60	173,416.63
07/20/2017	11473	CD	Tennessee Secretary of State	-	20.00	173,396.63
07/20/2017	11474	CD	Greeneville Water Commission	-	998.67	172,397.96
07/21/2017	CR0721	CR	Cash Rec. 7/21/17	350.00	-	172,747.96
07/24/2017	CR0724	CR	Cash Rec. 7/24/17	1,510.00	-	174,257.96
07/25/2017	CR0725	CR	Cash Rec. 7/25/17	350.00	-	174,607.96
07/26/2017	CR0726	CR	Cash Rec. 7/26/17	1,250.00	-	175,857.96
07/27/2017	CR0727	CR	Cash Rec. 7/27/17	500.00	-	176,357.96
07/27/2017	11475	CD	Comcast	-	84.90	176,273.06
07/27/2017	11476	CD	John R. Badenhope	-	225.00	176,048.06
07/27/2017	11477	CD	Greeneville Light & Power Syst	-	1,332.62	174,715.44
07/28/2017	CR0728	CR	Cash Rec. 7/28/17	750.00	-	175,465.44
07/31/2017	CR0731	CR	Cash Rec. 7/31/17	1,840.00	-	177,305.44
07/31/2017	JE0724	JE	REV JUNE PAYABLES	-	16,318.01	160,987.43
07/31/2017	JE0725	JE	JULY PAYABLES	602.05	-	161,589.48
08/03/2017	11478	CD	American Aviation, Inc.	-	200.00	161,389.48
08/03/2017	11479	CD	Lowe's	-	402.05	160,987.43
<b>Fund Totals:</b>				<b>115,068.16</b>	<b>113,331.59</b>	<b>160,987.43</b>

**AIRPORT - FUND 124  
CASH ANALYSIS  
AS OF JULY 31, 2017**

CASH BALANCE PER GENERAL LEDGER		160,987.43
GRANT RESTRICTED CASH		(87,630.20)
REMAINING PAYABLES	(602.05)	
REMAINING RECEIVABLES	<u>6,918.38</u>	
		<u>6,316.33</u>
<b>CASH AVAILABLE FOR OPERATIONS AT 7-31-17</b>		<u><u>79,673.56</u></u>

## OLD BUSINESS

Mayor Crum stated that each Commissioner had a copy of the court filings of Clerk & Master vs David Crum as Mayor of Greene County in their packets.

ARTHUR G. SEYMOUR, JR.  
ROBERT L. KAHN  
REGGIE E. KEATON  
DONALD D. HOWELL  
DEBRA L. FULTON  
MICHAEL W. EWELL  
JOHN M. LAWHORN  
JAMES E. WAGNER  
BEVERLY D. NELMS  
MARY ELIZABETH MADDOX  
BENJAMIN C. MULLINS  
RICHARD T. SCRUGHAM, JR.  
MATTHEW A. GROSSMAN  
KEVIN A. DEAN  
DANIEL F. WILKINS  
RICHARD E. GRAVES



*client-centric & committed to success*

Email: mgrossman@fmsllp.com  
Direct Fax: 865-541-4642

office 865.546.9321  
office fax 865.637.5249

550 W. Main Street  
Suite 500  
P.O. Box 39  
Knoxville, Tennessee  
37901

*of counsel*  
FRANCIS A. CAIN  
IMOGENE A. KING  
JASON T. MURPHY

fmsllp.com

July 27, 2017

Roger A. Woolsey, Esq.  
Woolsey & Woolsey  
118 S Main St  
Greeneville, TN 37743-4922

*Via Facsimile  
and U.S. Mail*

Re: Kay Solomon Armstrong, Clerk & Master  
*Subject to Tenn. R. Evid. 408*

Dear Mr. Woolsey:

Kay Solomon Armstrong, Clerk and Master of the Greene County Chancery Court, has retained this firm to pursue an action to employ necessary deputies and assistants pursuant to Tennessee Code Annotated sections 8-20-101, *et seq.*

Specifically, Ms. Armstrong presented the Greene County Budget Committee with a budget request seeking to employ one additional full-time deputy and one additional part-time deputy to assist her in carrying out the mandatory duties of her office. It is my understanding that on July 17, 2017, the Greene County Commission denied these requests, as it has done in several prior budget years. As you are aware, Chancellor Jenkins believes that additional personnel are imperative to the proper functioning of the Greene County Chancery Court, and he has authorized Ms. Armstrong to pursue the appropriate statutory remedy.

I am hopeful we can work together so as to avoid litigation.

I am informed that Ms. Armstrong presently staffs one existing full-time position with an employee who declines to participate in the County employee health plan. Whereas the cost of employing this existing full-time deputy position would ordinarily be approximately \$45,000.00 (including the medical benefit), Ms. Armstrong is able to staff this existing position without the payment of medical benefits, the cost for the additional full-time deputy is approximately \$27,000.00, plus the County's contribution to the employee's retirement plan. Obviously, Ms. Armstrong cannot know that this employee will continue to decline County health insurance, but the current cost-saving is a factor that the County's powers-that-be should consider as weighing in favor of avoiding litigation.

7

July 27, 2017

Page 2

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I have prosecuted several actions by county fee officers for the employment of additional deputies and assistants. It has been my experience that counties usually retain outside counsel to defend such actions, inasmuch as a county attorney has so many built-in conflicts of interests in representing one county constitutional officer in an action by another. Depending on the level of expert proof required, the combined attorney fees between petitioner and defendant in these actions ranges between \$150,000 and \$200,000.<sup>1</sup> Avoiding the cost of litigation will create savings that would fully fund the positions Ms. Armstrong seeks for several years.

In sum, in an effort to avoid litigation, Ms. Armstrong is willing to forego the part-time deputy that she has requested in her 2017-2018 budget proposal in exchange for funding for the one full-time deputy as she sought in her budget request. As discussed above, based upon current staffing, the actual cost is presently substantially less than would otherwise be the case, inasmuch as it will not be necessary to fully fund all employee medical benefits, and there will be no litigation expense.

As you are aware, the limitations period for bringing this kind of action is very short: 30 days. I would appreciate some acknowledgment of this correspondence, and preferably some substantive response, at your earliest possible convenience. Thank you very much for your consideration.

Sincerely,



Matthew A. Grossman  
FRANTZ, McCONNELL & SEYMOUR, LLP

MAG:bhr

cc: Kay Solomon Armstrong, J.D.

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<sup>1</sup> The standard for a fee officer to recover attorney fees in these actions presents a low threshold, *i.e.*, that the petition not be "ill-advised." *Cunningham v. Moore County*, 604 S.W.2d 866, 869 (Tenn. Ct. App. 1980).





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-316

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

Defendant.

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.

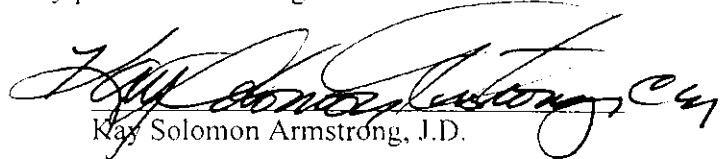
III) that the Court conduct a hearing with respect to this Sworn Petition on an expedited basis and that the Court enter a Judgment providing that Armstrong, as Greene County Clerk and Master, may pay and employ deputies and assistants, in such numbers and salaries as set forth in the Budget, and in 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.

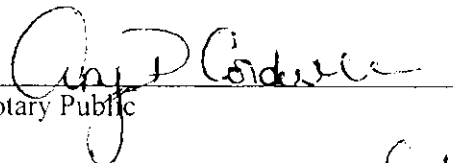
OATH

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.

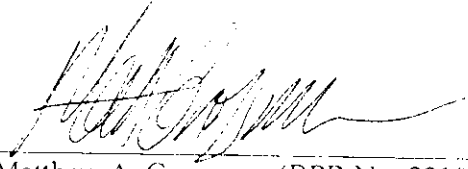
Sworn and subscribed to me this 10 day of August, 2017.

  
Notary Public

My commission expires October 23, 2019



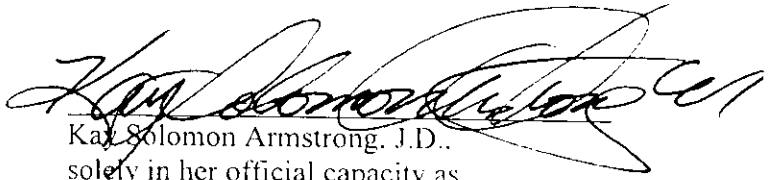
This the 10<sup>th</sup> day of August, 2017.

  
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

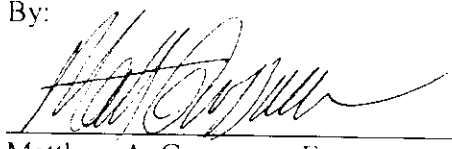
**COST BOND**

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



ARMSTRONG, J.D. C & M  
 Kay Armstrong, J.D. C & M

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

DEPT. REQUEST: 3.00%  
 Increase Percent: 0.00%

ACC1	County	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) OFR - YMCA	Benefit Total	Package All
53400-0032		<b>CHANCERY COURT</b>																		
		<b>COUNTY OFFICIAL/ADMIN/CLERK</b>																		
53400-101			Chancery Court		08/05/92	26	84.996		1		84,996	5,270	5,278	45	8,112		1,232		19,937	104,933
Sub Total											\$ 84,996	\$ 5,270	\$ 5,278	\$ 45	\$ 8,112	\$	\$ 1,232	\$	\$ 19,937	\$ 104,933
Count																				
53400-103		<b>ASSISTANT(S)</b>																		
53400-103			Chancery Court		08/20/86	32	18.31	18.86	7.5	260	35,776	2,280	2,284	45	8,112	80	533		13,334	50,110
Sub Total											\$ 36,776	\$ 2,280	\$ 2,284	\$ 45	\$ 8,112	\$ 80	\$ 533	\$	\$ 13,334	\$ 50,110
Count																				
53400-119		<b>BOOKKEEPER</b>																		
53400-119			Chancery Court		07/01/11	7	15.41	15.87	7.5	260	30,951	1,919	1,922	45	14,124	80	449		18,539	49,490
Sub Total											\$ 30,951	\$ 1,919	\$ 1,922	\$ 45	\$ 14,124	\$ 80	\$ 449	\$	\$ 18,539	\$ 49,490
Count																				
53400-162		<b>CLERICAL PERSONNEL</b>																		
53400-162			Chancery Court		07/12/89	19	2.868	2.868	1	1	2,868	178	178			29	42		426	3,294
53400-162			Chancery Court		07/12/89	19	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		05/23/16	3	10.67	10.99	7.5	260	21,431	1,329	1,331	45		80	311		3,095	24,526
53400-162		PROPOSED NEW POSITI	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	43,619
Sub Total											\$ 88,002	\$ 6,076	\$ 5,908	\$ 180	\$ 59,148	\$ 320	\$ 1,379	\$	\$ 72,834	\$ 167,968
Count																				
53400-169		<b>PART-TIME PERSONNEL</b>																		
53400-169			Chancery Court		07/19/16	2	8.00	8.24	0	0										
53400-169			Chancery Court		12/09/16	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				15,500.00	16,068.00			16,068	956				80	233		1,309	17,377
53400-169		PROPOSED NEW POSITI	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	\$	\$ 2,280	\$ 29,996
Count																				

*Handwritten signature and initials*

DEPT. REQUEST

Increase Percent

ACCT	2	3	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) OEB - 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
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\*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)

304 pm

page

August 14, 2017

Kay Armstrong, J.D. C & M

August 14, 2017

DEPT. REQUEST: 0.00%

Increase Percent: 5.00%

ACCT	COUNT	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	Benefit Total	Package All
53400-0032		<b>CHANCERY COURT</b>																		
		<b>COUNTY OFFICIAL/ADMIN OFFICER</b>																		
53400-101			Chancery Court		08/05/92	27	84,996		1	1	84,996	5,270	5,278	45	8,112		1,232		19,937	104,933
Sub Total											\$ 84,996	\$ 5,270	\$ 5,278	\$ 45	\$ 8,112	\$ -	\$ 1,232	\$ -	\$ 19,937	\$ 104,933
Count																				
53400-103		<b>ASSISTANT(S)</b>																		
53400-103			Chancery Court		08/20/86	33	18.31	19.23	7.5	260	37,490	2,324	2,328	45	8,112	80	544		13,433	50,923
Sub Total											\$ 37,490	\$ 2,324	\$ 2,328	\$ 45	\$ 8,112	\$ 80	\$ 544	\$ -	\$ 13,433	\$ 50,923
Count																				
53400-119		<b>BOOKKEEPER</b>																		
53400-119			Chancery Court		07/01/11	8	15.41	16.18	7.5	260	31,552	1,956	1,959	45	14,124	80	458		18,622	50,174
Sub Total											\$ 31,552	\$ 1,956	\$ 1,959	\$ 45	\$ 14,124	\$ 80	\$ 458	\$ -	\$ 18,622	\$ 50,174
Count																				
53400-162		<b>CLERICAL PERSONNEL</b>																		
53400-162			Chancery Court		05/03/17	3	9.64	10.12	7.5	260	19,738	1,224	1,226	45		80	286		2,861	22,599
53400-162			Chancery Court		07/12/99	20	14.92	15.67	7.5	260	30,549	1,894	1,897	45	15,852	80	443		20,211	50,760
53400-162		<b>PROPOSED NEW POSIT</b>	Chancery Court		07/01/17	2	12.50		0	260										
53400-162			Chancery Court		04/06/16	4	10.67	11.20	7.5	260	21,847	1,355	1,357	45	21,648	80	317		24,801	46,648
Sub Total											\$ 72,133	\$ 4,472	\$ 4,479	\$ 135	\$ 37,500	\$ 240	\$ 1,046	\$ -	\$ 47,873	\$ 120,006
Count																				
53400-169		<b>PART-TIME PERSONNEL</b>																		
53400-169			Chancery Court		07/19/16	3	8.00	8.40	0	0										
53400-169			Chancery Court		06/26/17	2	8.00	8.40	0	0										
53400-169		<b>Part-Time; C &amp; M</b>	Chancery Court				15,600.00	16,380.00	1	1	16,380	1,016				80	238		1,333	17,713
53400-169		<b>PROPOSED NEW POSIT</b>	Chancery Court				8.00		0	260										
Sub Total											\$ 16,380	\$ 1,016	\$ -	\$ -	\$ -	\$ 80	\$ 238	\$ -	\$ 1,333	\$ 17,713
Count																				
<b>GRAND TOTAL</b>											\$ 242,551	\$ 15,038	\$ 14,045	\$ 270	\$ 67,848	\$ 480	\$ 3,517	\$ -	\$ 101,198	\$ 343,750

\*Not for general release.

FULL-TIME

PART-TIME

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

FILED: 8/14/2017

No: 2017-CV-316

IS 04/10/17

**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 10<sup>th</sup> 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.

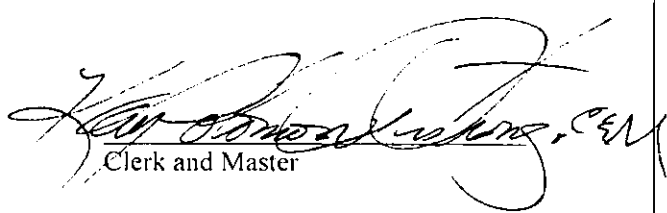
It is therefore ORDERED, ADJUDGED and DECREED that the Honorable Douglas T. Jenkins shall not adjudicate any issues joined in this cause. By virtue of said recusal, another judge shall be designated to hear this action by Interchange to its conclusion and this matter shall be forwarded to the Honorable 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 11, 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**

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**ORDER OF INTERCHANGE**

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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.

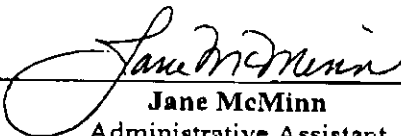
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Honorable Douglas T. Jenkins, Chancellor of the Chancery Court, shall not adjudicate any issues joined in this cause and by virtue of said recusal, and in accordance with Tennessee Supreme Court Rule 11, § VII(c)(1), the Honorable John C. Rambo,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

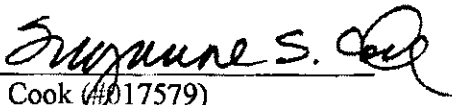
33. Any allegation not denied in this Answer is now specifically denied.

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](mailto: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 28<sup>th</sup> 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

Hunter, Smith & Davis  
4232836301  
Aug/28/2017 4:07:32 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
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Aug/28/2017 4:03:10 PM		Hunter, Smith & Davis 4232836301		1/9		



### TENNESSEE COURTS UNIFORM FACSIMILE FILING COVER SHEET

TO: Kay Armstrong, Clerk & Master

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

CLERK'S FAX NUMBER: ~~423-283-6301~~ 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 @ 865-637-5249

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



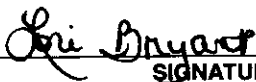
## ELECTION OF NOTARIES

Mayor Crum asked for the County Clerk Lori Bryant to read the list of names requesting to be notaries to the Commission. A motion was made by Commissioner Clemmer and seconded by Commissioner Parton to approve the notary list.

Mayor Crum called the Commissioner to vote on their keypads. The following was taken: Commissioner Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; and 0 – nay. The Commissioners voted in favor of the motion to approve the notaries.

**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 SHELTON
2. DANIEL JOSEPH COOPER	120 ASHWAY TERRACE GREENEVILLE TN 37743	423-523-5685	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	423-638-1012	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	423-872-3492	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 PARKE GREENEVILLE TN 37745	423-639-8109	518 TUSCULUM BOULEVARD GREENEVILLE TN 37745	423-639-0683	
13. CHASITY LYNN ROSS	631 MCINTURNFF 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	

  
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

9.6.17

DATE

RESOLUTION 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

Mayor Crum announced that Resolution A will be pulled until the next County  
Commission meeting.

**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 18<sup>th</sup> 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:

Roger A. Wadley  
County Attorney

P. Haack

A.

RESOLUTION 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

A motion was made by Commissioner Collins and seconded by Commissioner Peters to approve 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 employee agreement.

Allen Sheets, Nationwide Representative, expressed his concern with the County employees and the retirees who were enrolled in the guaranteed fixed account of 3.5% interest for the life time of the employee's account, and the State of Tennessee Deferred Compensation Plan is 3.2%, in which the County employees would be losing interest. Mr. Sheets said that Nationwide did not have a problem with a County employee enrolling into a Nationwide plan and another side by side plan. He asked the Commission to grandfather the County employees who were already enrolled into the Nationwide plan.

Several discussions took place among several of the Commissioners concerning the State of Tennessee Deferred Compensation Plan and the Nationwide Plan.

There were two State of Tennessee Deferred Compensation Plan representatives, who spoke to the Commissioners and answered their questions concerning their retirement investment plan. One of the representatives stated that the State of Tennessee Deferred Compensation Plan did not offer their plan with other side by side plans.

Mayor Crum called the Commissioner to vote on their keypads. The following vote was taken: Commissioners Collins and Peters voted yes. Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted no. The vote was 2 – aye; and 19 – nay. The motion to approve the Resolution failed.

**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, 15<sup>th</sup> 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 18<sup>th</sup> 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.  
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- 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

Jeri Bryant  
County Clerk

County Mayor

Roger A. Woolsey  
County Attorney

*Failed*

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

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- 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:

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- vi. ☐ any employee listed or otherwise described in Schedule I 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:

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- 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:

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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:

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**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)):

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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.
- 3. ☐ 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Commissioners,

I am writing this letter in advance, I will be on vacation and will be unable to attend the September meeting.

This letter is in regards to the proposed discussion on leaving Nationwide. In resolution (B) as was discussed before in an earlier meeting. I along with some others that are currently invested in the program with Nationwide do not want to see this change. Everyone was told about the program when they filled out their paper work to start employment, and some took a chance to personally invest. I certainly do not feel this is fair to the employee's participating. It is of strong understanding that contributing employees would be affected in the event that they are made to change policies and lose their money invested in the process. Nationwide has a guaranteed fixed rate of 3.5 % on our fixed polices. 70% of funds has the fixed rate in place. Some think that we have a fee on our fixed rate, but our net is 3.5% no less, as compared to resolution (B) having only a 3.2% return. I see that this program we are presently invested in is successful and continues to be of great value to its patrons, then why may I ask is change necessary? No one that participates in the plan has ever complained that I know of. Don't we the investors have a say in this matter? Has anyone ever presented to Nationwide if they can lower the rates on the variable account's and keep our 3.5% interest rate that is quarantined to never go any lower? In 2017 Nationwide was 68<sup>th</sup> in the Forbes 100 list, personally I think this is a good record to show how stable Nationwide is.

I try to be a voice for the people in Greene County, given the platform I have been elected to, I do not feel based on conversations I have had and observed, that we would not want to see the county Trustee having to put our tax payer's money in an account in which we would suffer loss and see no gains and growth. I feel the need to express this concern for employees that have invested their money with the Nationwide program and one day will be preparing for retirement. I do not want to see anyone fearful about their future as an employee here. It reflects poorly on all of us if we find that Greene County cannot acknowledge and keep their employee contributions. I feel as though research needs to be sought out, as well as opinions asked of those individuals participating currently. It is only fair that each individual involved is contacted that their policy is being changed, without so much as their consent or thoughts on the matter. I hope considerations in regard to this matter are dealt with upmost regard and importance towards keeping our employees and their personal financial stakes in mind that they have worked so hard to secure. Please ask if anyone here in the 457 plan wants to change from nationwide.

Thank you for your time.

Joy Rader Nunnally

Register of Deeds

RESOLUTION 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

A motion to pull the Resolution C was made by Commissioner Collins.

**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, 15<sup>th</sup> 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;

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

C.

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 18<sup>th</sup> 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

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("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

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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

*Filed*

\_\_\_\_\_  
County Mayor

*Roger A. Woolsey*  
\_\_\_\_\_  
County Attorney

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
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**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:

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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 I 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

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

RESOLUTION D: A RESOLUTION TO APPOINT MEMBERS OF THE  
VARIOUS GREENE COUNTY COMMITTEES/BOARDS/COMMISSIONS

A motion was made by Commissioner Clemmer and seconded by Commissioner Tucker to approve the Resolution to appoint members of the various Greene County Committee/Boards/Commissions.

Mayor Crum called on the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; and 0 – nay. The motion to approve the Resolution passed.

**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 18<sup>th</sup> 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

David Leggett  
County Mayor

Leri Bryant  
County Clerk

Roger A. Woolsey  
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:

<b>Airport Authority</b> (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
<b>Animal Control Committee</b>	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	
<b>Audit Committee</b>	1	Beth Ann Collins	
	2	Bill Moss	
	3	Thomas "Tommy" Love	
<b>Beer Board Committee</b>	1	John Waddle, 6th District	
	2	Paul Burkey, 7th District	
	3	Frank Waddell, 6th District	
<b>Budget Committee</b>	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	
<b>Building Code Committee</b> 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	
<b>Building Code Appeals Comm.</b> 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	

<b>Planning Commission</b> <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 Girtan	2020
	8	Phillip Ottinger	2018
	9	Sam Riley	2018
<b>Property Sales Committee</b> <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	
<b>Purchasing Committee</b> <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	
<b>Range Oversight Committee</b>	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	
<b>Regional Library Board</b>	1	Booker, Rebecca	
	2	Pesinger, Julia	
<b>Regional Solid Waste</b> <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
<b>Road &amp; Highway Committee</b>	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

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

A motion was made by Commissioners Collins and seconded by Commissioner Quillen to approve a Resolution to budget the \$17,026 in proceeds from the sale of used front loader from Fund #116 – Solid Waste for the fiscal year ending June 30, 2018.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; and 0 – nay. The motion to approve the Resolution passed.

**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
	<b>Total Increase in Revenue</b>	<b><u>\$ 17,026</u></b>

**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
	<b>TOTAL INCREASE IN APPROPRIATIONS</b>	<b><u>\$ 17,026</u></b>

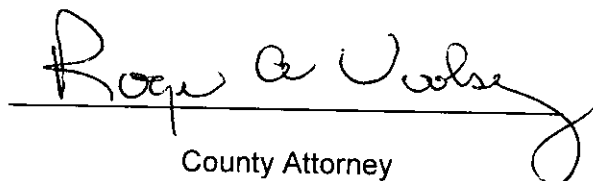
**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 18<sup>th</sup> day of September, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

  
\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Budget and Finance Committee  
Sponsor

  
\_\_\_\_\_  
County Clerk

E;

  
\_\_\_\_\_  
County Attorney



RESOLUTION 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

A motion was made by Commissioner Clemmer and seconded by Commissioner Parton to approve a Resolution of the Greene County Legislative Body authorizing the Greene County Mayor to submit an application for the FY 2018 Used Oil Grant.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; and 0 – nay. The motion to approve the Resolution passed.

**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:**

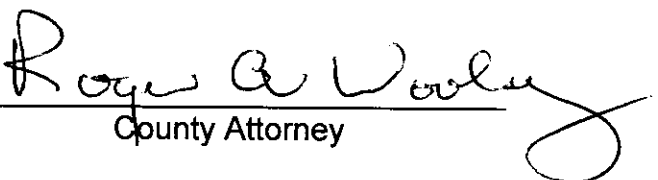
1. That should said application be approved by Tennessee Department of Environment and Conservation, then the County Mayor is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the FY 2018 Recycling Equipment Grant by Greene County.

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 18<sup>th</sup> 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

F.

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

A motion was made by Commissioner Clemmer and seconded by Commissioner Carpenter to approve a Resolution to transfer \$45,000 in restricted funds committed for Public Safety Outlay to the Sheriff's Department for purchase of equipment for FYE June 30, 2018.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye; and 0 – nay. The motion to approve the Resolution passed.

**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 16<sup>th</sup>, 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 18<sup>th</sup> 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
<b>Total decrease to budgeted restrictedfund balance</b>	<b>\$ 45,000</b>

**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	3,000
<b>Total increase in appropriations</b>	<b>\$ 45,000</b>

Law Enforcement Committee  
Sponsor

Jeri Bryant  
County Clerk

David Lee Curren  
County Mayor

Roger C. Voolsey  
County Attorney

G.

RESOLUTION 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

A motion was made by Commissioner Clemmer and seconded by Commissioner Waddell to approve a Resolution to budget \$2,309 in revenue received from confiscated property for Sheriff's Department for the fiscal year ending June 30, 2018.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Arrowood voted no. The vote was 20 – aye; and 1 – nay. The motion to approve the Resolution passed.

**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:

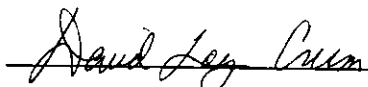
**INCREASE BUDGETED REVENUES**

42910	Proceeds from Confiscated Property	\$ 2,309
	<b>Total Increase in Revenue</b>	<b>\$ 2,309</b>

**INCREASE BUDGETED APPROPRIATIONS**

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

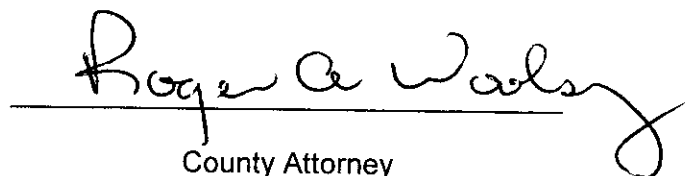
**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 18<sup>th</sup> day of September, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

  
County Mayor

Budget and Finance Committee  
Sponsor

  
County Clerk

H.

  
County Attorney

RESOLUTION 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

A motion was made by Commissioner Quillen and seconded by Commissioner Parton to approve 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.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Cobble, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. The vote was 21 – aye and 0 – nay. The motion to approve the Resolution passed.

**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
	<b>Total Increase in Revenue</b>	<b>\$</b>	<b>2,115</b>

**INCREASE BUDGETED APPROPRIATIONS**

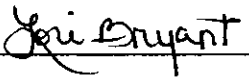
54110	SHERIFF'S DEPARTMENT		
338	Maintenance and Repair Services - Vehicles	\$	2,115

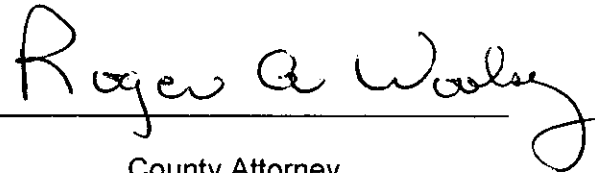
<b>TOTAL INCREASE IN APPROPRIATIONS</b>	<b>\$</b>	<b>2,115</b>
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**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 18<sup>th</sup> day of September, 2017, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

  
\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Budget and Finance Committee  
Sponsor

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Attorney

I.



RESOLUTION J: A RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL  
TITLE VI REGULATIONS AND TO APPROVE A LIMITED ENGLISH  
PROFICIENCY (LEP) PLAN

A motion was made by Commissioner Waddle and seconded by Commissioner Collins to approve a Resolution to affirm compliance with Federal Title VI Regulations and to approve a Limited English Proficiency (LEP) Plan.

Mayor Crum called the Commissioners to vote on their keypads. The following was taken: Commissioners Arrowood, Burkey, Carpenter, Clemmer, Collins, Jennings, Kesterson, McAmis, Miller, Neas, Parton, Patterson, Peters, Quillen, Randolph, Shelton, Tucker, Waddell, Waddle, and White voted yes. Commissioner Cobble voted no. The vote was 20 – aye; and 1 – nay. The motion to approve the Resolution passed.

**A RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL  
TITLE VI REGULATIONS AND TO APPROVE A LIMITED ENGLISH  
PROFICIENCY (LEP) PLAN**

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and awards financial incentives for communities designated as Three-Star communities; and

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987; and

WHEREAS, additionally, Greene County as well as other governmental entities are required to prepare a *Limited English Proficiency Plan* that addresses Greene County Government's responsibilities as it relate to the needs of individuals with limited English proficiency (LEP), and

WHEREAS, the plan attached has been prepared in accordance with Title VI of the Civil Rights Act of 1964, U.S.C. 2000d, et seq., and Executive Order 13166 and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

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

J.

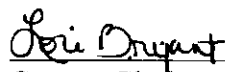
NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 18<sup>th</sup> day of September, 2017, a quorum being present and a majority is voting in the affirmative that:

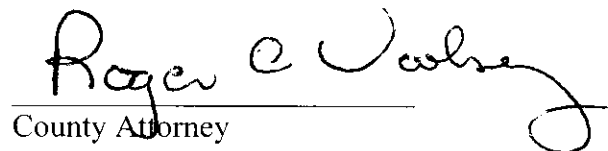
1. The Legislative Body for Greene County, Tennessee declares that Greene County, Tennessee is in compliance with the Federal Title VI regulations.
2. The Department of Economic and Community Development may from time to time monitor the county's compliance with Federal Title VI Regulations.
3. The Limited English Proficiency Plan (attached as Exhibit A to this resolution) is adopted and approved.
4. This Resolution shall take effect upon adoption, the public welfare requiring it.

John Waddle  
Sponsor

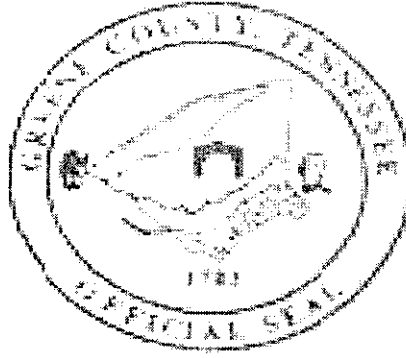
Sharron Collins  
Sponsor

  
County Mayor

  
County Clerk

  
County Attorney

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



# **GREENE COUNTY GOVERNMENT**

## **Limited English Proficiency (LEP) Plan**

### **Title VI Documentation**

September, 2017

#### **I. Introduction**

This *Limited English Proficiency Plan* has been prepared to address Greene County Government's responsibilities as they relate to the needs of individuals with limited English proficiency (LEP). The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, U.S.C. 2000d, et seq., and Executive Order 13166 and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

#### **A. Plan Summary**

As a recipient of federal funds, Greene County Government is required to take reasonable steps to ensure meaningful access to our services by LEP persons. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training, and how to notify LEP persons that assistance is available. The following four-factor LEP analysis has been used to determine what steps Greene County will take to ensure that vital information, both written and verbal, which is provided in English is translated into the non-English language of regularly encountered LEP groups served by our county:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter Greene County Government for services or information.
2. The frequency with which LEP persons come in contact with Greene County Government for services or information.
3. The nature and importance of programs, activities or services provided by Greene County government to the LEP population.
4. The resources available to Greene County Government and overall cost to provide LEP assistance.

## **II. Meaningful Access: Four-Factor Analysis**

### **1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter Greene County Government for services or information.**

Greene County Government reviewed the information available for Greene County, Tennessee from the United States Census Bureau on July 1, 2016 and determined the following:

#### **Greene County Tennessee Summary of People with Limited English Proficiency (Based on 2016 data)**

Total County Population: 68,615

Races in Greene County:

White Non-Hispanic Alone 93.2%

Black Non-Hispanic Alone 2.2

Hispanic or Latino 2.8%

Two or more races 1.2%

Asian Alone 0.2%

**Resident who speak English at home 96.1%**  
**Residents who speak Spanish at home 3.3%**  
**Residents who speak other language at home .1%**

### **2. The frequency with which LEP persons come in contact with Greene County for services or information.**

Greene County Government tracks the frequency with which county staff has contact with LEP individuals. In the previous year 2016, Greene bilingual staff or paid interpreters assisted 262 individuals, the vast majority of which were Greene County residents for an average of 22 encounters per month. Not included in the above numbered encounters are situations where an individual speaks or understands limited English but has documentation that enables a county employee to serve or take care of that person's needs (paying property taxes, renewing vehicle registration, etc.). In most instances the need for paid interpreters or bilingual staff arises with law enforcement at the Greene County Jail or with the criminal court system. Greene County has four full time employees who are bilingual (English and Spanish) Other than Spanish speaking individuals, LEP individuals needing assistance for other languages is fewer than four encounters per year. Based on this review and the small number of people that in fact fall into this category we estimate that our staff has had minimal contact with LEP persons. There have been no reports of issues arising where our staff has been unable to meet the needs of an LEP customer.

### **3. The nature and importance of programs, activities or services provided by Greene County Government to the LEP population.**

Greene County Government provides services for all Greene County citizens and on a more limited basis to individuals who reside outside of Greene County. All citizens use our services including those that have Limited English Proficiency. Greene County has been able to serve its LEP residents and persons ensuring those individuals have the same access to services and information as the English speaking residents.

### **4. The resources available to Greene County Government and overall cost to provide LEP assistance.**

Greene County Government currently employs four full-time employees who are bilingual; each speaks fluent Spanish and English. This is at no extra cost to the County because those employees fulfill the duties of their job description in addition to having the ability to interpret if called upon.

Legal documents are available in Spanish. Many forms and other informational material are also available in Spanish.

The State of Tennessee provides interpreters for criminal defendants and victims.

## **III. Language Assistance**

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Greene County Government services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language. Greene County Government will normally utilize interpretation services provided by our bilingual employees or if it involves law enforcement or court proceedings, Greene County Government will utilize the paid interpretation services. Employees of county government have been trained on how to identify a LEP person and know how to contact each of our bilingual employees.

### **A. Language Assistance Measures**

Since there are a very low percentage of individuals in Green County that qualify as LEP according the U.S. Census, Greene County Government presently does not take any additional measures beyond those outlined above. Greene County Government will monitor the effectiveness of this program and will provide interpretation methods for other languages as determined necessary by the County to ensure people that qualify as LEP are provided access to our services.

Other measures will be evaluated as the need arises, but the primary language assistance measures will continue to be on-site bilingual employees, paid interpreters, and information, forms, and documents in Spanish. Encounters with non-Spanish speaking LEP persons (other than the court systems) are fewer than three per year.

#### **IV. Staff Training**

The following training is provided to Greene County Government employees:

1. Information on LEP responsibilities.
2. Contact information for bilingual employees.
3. Steps to be taken in tracking of language assistance requests.

#### **V. Formal Interpreters**

Greene County Government will continue to use paid interpreters, bilingual employees, and translated information as the main way of communicating and serving LEP persons.

#### **VII. Informal Interpreters**

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP customer. Greene County Government staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest. These informal interpreters will be used on a case by case basis. An LEP person may use an informal interpreter of his or her own choosing and at their expense, either in place or as a supplement to translation services Greene County Government offers.

#### **VIII. Outside Resources**

Outside resources may include paid interpreters (particularly for the court system and community volunteers and may be used at public or informal meetings or events.

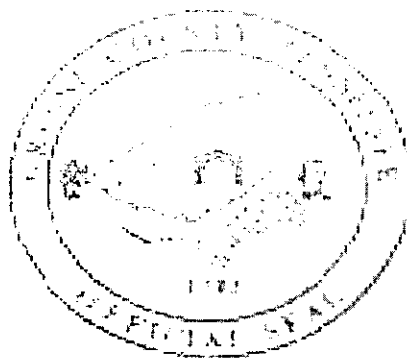
#### **IX. Monitoring and Updating**

This plan is designed to be flexible and should be viewed as a work in progress. As such it is important to consider whether new documents and services need to be made accessible for LEP persons. Greene County Government will monitor changes in demographics and types of services and the LEP will be reviewed periodically to assess and update the plan as needed.

#### **X. Dissemination of the Greene County Government LEP Plan**

The plan will be posted on the Greene County Government website. Questions or comments should be submitted to the Human Resources Department of Greene County Government at:

Greene County Government  
Attn: Human Resources  
204 N. Cutler Street  
Greeneville, TN 37745



# **GREENE COUNTY GOVERNMENT**

## **Limited English Proficiency (LEP) Plan**

### **Title VI Documentation**

September, 2017

#### **I. Introduction**

This *Limited English Proficiency Plan* has been prepared to address Greene County Government's responsibilities as they relate to the needs of individuals with limited English proficiency (LEP). The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, U.S.C. 2000d, et seq., and Executive Order 13166 and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

#### **A. Plan Summary**

As a recipient of federal funds, Greene County Government is required to take reasonable steps to ensure meaningful access to our services by LEP persons. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training, and how to notify LEP persons that assistance is available. The following four-factor LEP analysis has been used to determine what steps Greene County will take to ensure that vital information, both written and verbal, which is provided in English is translated into the non-English language of regularly encountered LEP groups served by our county:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter Greene County Government for services or information.
2. The frequency with which LEP persons come in contact with Greene County Government for services or information.
3. The nature and importance of programs, activities or services provided by Greene County government to the LEP population.
4. The resources available to Greene County Government and overall cost to provide LEP assistance.



## **II. Meaningful Access: Four-Factor Analysis**

### **1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter Greene County Government for services or information.**

Greene County Government reviewed the information available for Greene County, Tennessee from the United States Census Bureau on July 1, 2016 and determined the following:

#### **Greene County Tennessee Summary of People with Limited English Proficiency (Based on 2016 data)**

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**Resident who speak English at home 96.1%**

**Residents who speak Spanish at home 3.3%**

**Residents who speak other language at home .1%**

### **2. The frequency with which LEP persons come in contact with Greene County for services or information.**

Greene County Government tracks the frequency with which county staff has contact with LEP individuals. In the previous year 2016, Greene bilingual staff or paid interpreters assisted 262 individuals, the vast majority of which were Greene County residents for an average of 22 encounters per month. Not included in the above numbered encounters are situations where an individual speaks or understands limited English but has documentation that enables a county employee to serve or take care of that person's needs (paying property taxes, renewing vehicle registration, etc.). In most instances the need for paid interpreters or bilingual staff arises with law enforcement at the Greene County Jail or with the criminal court system. Greene County has four full time employees who are bilingual (English and Spanish) Other than Spanish speaking individuals, LEP individuals needing assistance for other languages is fewer than four encounters per year. Based on this review and the small number of people that in fact fall into this category we estimate that our staff has had minimal contact with LEP persons. There have been no reports of issues arising where our staff has been unable to meet the needs of an LEP customer.

### **3. The nature and importance of programs, activities or services provided by Greene County Government to the LEP population.**

Greene County Government provides services for all Greene County citizens and on a more limited basis to individuals who reside outside of Greene County. All citizens use our services including those that have Limited English Proficiency. Greene County has been able to serve its LEP residents and persons ensuring those individuals have the same access to services and information as the English speaking residents.

### **4. The resources available to Greene County Government and overall cost to provide LEP assistance.**

Greene County Government currently employs four full-time employees who are bilingual; each speaks fluent Spanish and English. This is at no extra cost to the County because those employees fulfill the duties of their job description in addition to having the ability to interpret if called upon.

Legal documents are available in Spanish. Many forms and other informational material are also available in Spanish.

The State of Tennessee provides interpreters for criminal defendants and victims.

## **III. Language Assistance**

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Greene County Government services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language. Greene County Government will normally utilize interpretation services provided by our bilingual employees or if it involves law enforcement or court proceedings, Greene County Government will utilize the paid interpretation services. Employees of county government have been trained on how to identify a LEP person and know how to contact each of our bilingual employees.

### **A. Language Assistance Measures**

Since there are a very low percentage of individuals in Green County that qualify as LEP according the U.S. Census, Greene County Government presently does not take any additional measures beyond those outlined above. Greene County Government will monitor the effectiveness of this program and will provide interpretation methods for other languages as determined necessary by the County to ensure people that qualify as LEP are provided access to our services.

Other measures will be evaluated as the need arises, but the primary language assistance measures will continue to be on-site bilingual employees, paid interpreters, and information, forms, and documents in Spanish. Encounters with non-Spanish speaking LEP persons (other than the court systems) are fewer than three per year.

#### **IV. Staff Training**

The following training is provided to Greene County Government employees:

1. Information on LEP responsibilities.
2. Contact information for bilingual employees.
3. Steps to be taken in tracking of language assistance requests.

#### **V. Formal Interpreters**

Greene County Government will continue to use paid interpreters, bilingual employees, and translated information as the main way of communicating and serving LEP persons.

#### **VII. Informal Interpreters**

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP customer. Greene County Government staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest. These informal interpreters will be used on a case by case basis. An LEP person may use an informal interpreter of his or her own choosing and at their expense, either in place or as a supplement to translation services Greene County Government offers.

#### **VIII. Outside Resources**

Outside resources may include paid interpreters (particularly for the court system and community volunteers and may be used at public or informal meetings or events.

#### **IX. Monitoring and Updating**

This plan is designed to be flexible and should be viewed as a work in progress. As such it is important to consider whether new documents and services need to be made accessible for LEP persons. Greene County Government will monitor changes in demographics and types of services and the LEP will be reviewed periodically to assess and update the plan as needed.

#### **X. Dissemination of the Greene County Government LEP Plan**

The plan will be posted on the Greene County Government website. Questions or comments should be submitted to the Human Resources Department of Greene County Government at:

Greene County Government  
Attn: Human Resources  
204 N. Cutler Street  
Greeneville, TN 37745

## ADJOURNMENT

A motion was made by Commissioner Waddell and seconded by Commissioner Patterson to adjourn the September Commission meeting.

Commissioner Wade McAmis closed the meeting in Prayer.

**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 et al 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