

CLOSED EXECUTIVE SESSION

There will be a Called meeting of the Commissioners and the Insurance Committee on Tuesday, February 20, 2018 beginning at 5:00 p.m. in the Courthouse.

AGENDA GREENE COUNTY LEGISLATIVE BODY Tuesday, February 20, 2018 6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Tuesday, February 20, 2018 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Brad Peters
- *Pledge to Flag - Commissioner Pam Carpenter
- *Roll Call

Public Hearing

- Joel Hausser
- Doug Temple - Treasurer of Greene County Association of Volunteer Fire Departments
- Kent Bewley

Proclamation

- Proclamation to celebrate the Greeneville Reds

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee Minutes
- Highway Department County Road List

Election of Notaries

Old Business

- January 16, 2018 Commission meeting was cancelled due to inclement weather
- Downtown TIFF Committee to be comprised of Chuck Jeffers, Property Assessor, Nathan Holt, Trustee, Carol Susong, Town Recorder, Todd Smith, Town Administrator, Mickey Ellis, CPA
- Received grant of \$50,000 to be applied to purchase of Solid Waste Recycling truck: Resolution H from August 20, 2017
- Received grant of \$9,100 to be applied for used oil recycling: Resolution F from September 2017

Resolutions

- A resolution to amend the Greene County Schools budget for midyear changes in revenues and expenditures for Fiscal Year 2017-2018 - General Purpose School Fund
- A resolution to amend the Greene County Schools budget for three Save the Children grants - General Purpose School Fund
- A resolution to establish a restricted fund to finance and/or pay for capital projects for the Greene County Emergency Medical Services
- A resolution to grant authority to the Greene County Mayor to enter into an agreement with an outside contractor for up to \$2000 to inspect property adjacent to the Greene County Annex located at 211 Hall Street

- E. A resolution of the County Commission of Greene County, Tennessee approving an extension of the previously approved policies and procedures for the property tax incentive program relating to the negotiation and acceptance of payments in lieu of ad valorem tax with respect to certain facilities located in Greene County, Tennessee, and finding that such payments are deemed to be in furtherance of the public purposes of the Industrial Development Board of the Town of Greeneville and Greene County, Tennessee as defined in Tennessee Code Annotated section 753305
- F. A resolution to encourage the State Legislature to enact House Bill 1908 / Senate Bill 1830 during the 2018 Legislative Session
- G. A resolution to require County Board of Equalization members and County Board of Hearing officers to complete annual continuing education
- H. A resolution authorizing a continuous five (5) year reappraisal cycle
- I. A resolution to allocate \$12,500.00 from Fund 101 to fund a matching grant to purchase handicap accessible playground equipment
- J. A resolution of the Greene County Legislative Body authorizing submission of an application for a Litter and Trash Collection Grant FY 2018-2019 from the State Department of Transportation and authorizing the acceptance of said grant
- K. A resolution by the Greene County Legislative Body to appropriate up to \$35,000 of the 2011 FEMA reimbursement funds for communication equipment for Building & Zoning, Animal Control, and Solid Waste for the FYE June 30, 2018
- L. A resolution of the Greene County Legislative Body authorizing the appropriation of \$525.00 from the General Fund Unassigned Balance to distribute information to the citizens of Greene County regarding the new reverse 911 system
- M. A resolution requesting that the Tennessee General Assembly and the Tennessee Department of Transportation, respectively, utilize funding from the "Improve" Act to perform safety improvements on the various State highways in Greene County, including Andrew Johnson Highway (U.S. 11-E, S.R. 34) and Asheville Highway (S.R. 70S)
- N. A resolution to appropriate up to \$2,500 to replace a section of the roof a the jail for the FYE June 30, 2018
- O. A resolution to appropriate up to \$6,050 for replacing the hot water coil at the jail for the FYE June 30, 2018
- P. A resolution of the Greene County Legislative Body to appropriate \$43,480 to the Sheriff's Department for funds received from various sources for FYE June 30, 2018
- Q. A resolution to appropriate up to \$10,000 to repair the Courthouse elevator located at 101 S. Main S. for the FYE June 30, 2018

Other Business

- Appointment of Sharon Holt to the Glen Hills Utility District
- Appointment of Brett Knight to the Chuckey Utility District
- Appointment of Barbara Britton to the Greeneville/Greene County Public Library Board of Directors

Adjournment

Closing Prayer - Commissioner Wade McAmis

** On March 26, 2018 there will be a Workshop between the Greene County Commission and the Greene County Board of Education at 6:00 pm at the Greene Technology Center on Hal Henard Road.

REGULAR COUNTY COMMITTEE MEETINGS

<u>FEBRUARY 2018</u>			
WEDNESDAY, FEB 7	1:00 P.M.	BUDGET & FINANCE	ANNEX
MONDAY, FEB 12	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
TUESDAY, FEB 13	9:00 A.M.	RANGE OVERSITE COMMITTEE	RANGE SITE
TUESDAY, FEB 13	1:00 P.M.	PLANNING	ANNEX
WEDNESDAY, FEB 14	2:00pm - 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX - CLERK'S ROOM
SATURDAY, FEB 17	HOLIDAY	CLERK'S OFFICE CLOSED	
MONDAY, FEB 19	HOLIDAY	ALL OFFICES CLOSED	
TUESDAY, FEB 20	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
MONDAY, FEB 26	9:00 A.M.	AIRPORT AUTHORITY	TOWN HALL
MONDAY, FEB 26	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)	HIGHWAY DEPT.
TUESDAY, FEB 27	8:30 A.M.	INSURANCE COMMITTEE	ANNEX
WEDNESDAY, FEB 28	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
<u>MARCH 2018</u>			
MONDAY, MARCH 5	3:30 P.M.	EDUCATION COMMITTEE	CENTRAL SCHOOL OFFICE
WEDNESDAY, MARCH 7	1:00 P.M.	BUDGET & FINANCE	ANNEX
TUESDAY, MARCH 13	1:00 P.M.	PLANNING	ANNEX
WEDNESDAY, MARCH 14	2:00pm - 4:00pm	CONGRESSMAN ROE'S OFFICE REPRESENTATIVE	ANNEX
MONDAY, MARCH 19	6:00 P.M.	COUNTY COMMISSION	COURTHOUSE
MONDAY, MARCH 26	9:00 A.M.	AIRPORT AUTHORITY	TOWN HALL
MONDAY, MARCH 26	6:00 P.M.	HIGHWAY COMMITTEE (IF NEEDED)	HIGHWAY DEPT.
TUESDAY, MARCH 27	8:30 A.M.	INSURANCE COMMITTEE **TBD**	ANNEX
WEDNESDAY, MARCH 28	8:30 A.M.	ZONING APPEALS (IF NEEDED)	ANNEX
FRIDAY, MARCH 30	HOLIDAY	ALL OFFICES CLOSED	
SATURDAY, MARCH 31	HOLIDAY	CLERK'S OFFICE CLOSED	ANNEX

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

A PROCLAMATION TO CELEBRATE THE GREENEVILLE REDS

WHEREAS, baseball has long been synonymous as Americas pastime. The Cincinnati Reds have a long history having been founded in 1881 winning World Series Championships in 1990, 1976, 1975, 1940 and 1919 along with numerous Division Championships; and


WHEREAS, Greene County has a long history of supporting baseball; from the Greeneville Magnavox teams, the County Baseball Leagues playing on Saturday afternoons, and the numerous boys and girls playing their own version of the World Series in cow pastures with a pitcher, batter and ghost runners to round out a team with only two players; and

WHEREAS, minor league baseball is that field of dreams for many young men beginning their journey to the major league stadium. Greene County has been fortunate since 2004 to see players who have gone on and won a World Series Championship; and

WHEREAS, Greene County eagerly anticipates the Greeneville Reds opening their season on June 19, 2018 at Pioneer Park and hopefully cheering on the next group of World Series Champions; and

NOW THEREFORE, as Mayor of Greene County I am pleased to hereby proclaim today January 26, 2018 a day to celebrate the Greeneville Reds, with the announcement of the team becoming a part of our community, and look forward to Tuesday, June 19, 2018 the opening day of the Appalachian League Season.

THIS THE 26th DAY OF JANUARY, 2018


DAVID CRUM
GREENE COUNTY MAYOR



GREENE COUNTY SOLID WASTE

FISCAL YEAR 2017 - JANUARY 2018

TRUCK #	YEAR	MAKE	Beginning Mileage	Ending Mileage	Fuel/gas	Fuel/diesel	Fuel Cost	Miles Traveled	USE
2	2004	MACK	245904	248406		684.352	1820.22	2502	FRONT LOADER
3	2013	F-250	87778	89209		100.029	265.1	1431	DEMO/METAL
4	1985	IH DUMP	267319	267722		51.789	134.6	403	ROCK TRUCK
5	2001	F-150	152529	152694	12.293		29	165	CENTER TRUCK
6	1997	F-350	246598	247039		44.4065	116.31	441	SPARE
7	2000	MACK	270646	273147		516.401	1352.49	2501	FRONT LOADER
9	2006	MACK	78361	78600		38.479	100.01	239	ROLL OFF
12	2008	F-250 4 X 4	116484	117508	98.811		224.95	1024	CENTER TRUCK
13	1984	C-10	78652						SERVICE
14	2014	MACK	66384	68403		390.888	1052.34	2019	ROLL OFF
15	2014	MACK	103147	105767		500.687	1336.5	2620	ROLL OFF
16	2014	MACK	39760	40047		61.946	161	287	ROLL OFF
17	2014	MACK	36879	37704		171.108	444.72	825	ROLL OFF
19	2007	F-250 4 X 4	188554	190480	292.287		556.87	1926	SERVICE
20	2001	CHEVY VAN	106698	106953	34.683		81.14	255	VAN INMATES
21	2007	MACK	200000						FRONT LOADER
22	2001	F-350	226560	228647		188.191	509.92	2087	DEMO/Metal
23	2001	MACK	388639	391608		502.727	1334.87	2969	FRONT LOADER
25	2003	F-350	219505	220508		89.8	241.5	1003	MAINTENANCE
Shop Fuel					5.695		14		
TOTALS					443.769	3340.8035	9775.54	22697	

GREENE COUNTY SOLID WASTE

DATE	TON	LOADS	BUS.	DEMO	COPPER/ BRASS	PLASTIC	O.C.C.	O.N.P.	ALUM	BATT	USED OIL	TIRE WGT	TIRE COUNT	E WASTE	RADIATOR	IORNY ALUM	FENCE WIRE	TEXTILES
JAN 18																		
1*																		
2	111.79	47	37	4.89							350	2.52	219			1830		
3	54.2	25	14	1.18			3940					6.13	466			510		
4	70.68	22	20	4.82														
5	59.52	19	13	0.86														
8	102.25	30	22	0.98			4860					2.92	254			1730		
9	64.88	23	21	1.96		1.33					250					2010		
10	33.21	37	23	0.8								5.9	504					
11	69.42	14	12	0.68				7.34			300							
12	68.99	21	16	4.22												660		
15	94.26	31	23	1.12			4510					1.36	105			1620		
16	35.79	31	22	7.54				1.67								850		
17	17.17	14	9	0.51								2.07	180					
18	43.15	14	12	0.72							275							
19	40.61	22	17	0.41			5100									480		
20**	37.56																	
22	128.27	32	25	2.14								2.08	181			1690		
23	44.76	20	18	7.53		1.8										960		
24	31.59	37	22	1.07								6.32	550			1030		
25	61.83	12	11	0.81					7.57							440		
26	64.83	19	14	0.46					610									
29	121.67	29	22	4.34			5590					3.23	281			3910		
30	46.42	26	22	7.01		1.52										2250		
31	56.23	33	20	1.14														
TOTALS	1459.08	558	415	55.19	0	4.65	24000	16.58	610	0	1175	32.53	2740	0	0	19970	0	0

*= CLOSED, NEW YEARS DAY

**= SATURDAY PICK UP

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 1/1/18	1/1/2018 MONDAY	1/2/2018 TUESDAY	1/3/2018 WEDNESDAY	1/4/2018 THURSDAY	1/5/2018 FRIDAY	TOTAL
CENTER						
AFTON	0	15.15		6.75	14.23	36.13
BAILEYTON	0				7.97	7.97
CLEAR SPRINGS	0			6.9		6.9
CROSS ANCHOR	0			7.24		7.24
DEBUSK	0	7			7.08	14.08
GREYSTONE	0		3.75			3.75
HAL HENARD	0	6.03	8.99		6.58	21.6
HORSE CREEK	0	7.48	5.02		4.28	16.78
MCDONALD	0		6.19	3.44		9.63
OREBANK	0			7.45		7.45
ROMEO	0	6.69		3.71		10.4
ST. JAMES	0		7.2			7.2
SUNNYSIDE	0		8.54			8.54
WALKERTOWN	0	6.95				6.95
WEST GREENE	0	27.44		13.65		41.09
WEST PINES	0				6.74	6.74
CHUCKEY-DOAK	0					0
MOSHEIM	0					0
WEST GREENE HS	0					0
GRAND TOTAL	0	76.74	39.69	49.14	46.88	212.45

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 1/8/18	1/8/2018	1/9/2018	1/10/2018	1/11/2018	1/12/2018	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	10.75	8.25			20.29	39.29
BAILEYTON	6.25				5.4	11.65
CLEAR SPRINGS						0
CROSS ANCHOR		6.98		4.01		10.99
DEBUSK			7.39			7.39
GREYSTONE	7.81				4.61	12.42
HAL HENARD	8.01		9.26	7.1	3.81	28.18
HORSE CREEK	7.19			8.07		15.26
MCDONALD	4.68			4.65		9.33
OREBANK				5.83		5.83
ROMEO	4.75		3.91			8.66
ST. JAMES		5.75			5.9	11.65
SUNNYSIDE		6.83			8.5	15.33
WALKERTOWN		16.48				16.48
WEST GREENE	13	6.17		13.45		32.62
WEST PINES	3.87			4.54	6.33	14.74
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	66.31	50.46	20.56	47.65	54.84	239.82

GREENE COUNTY SOLID WASTE

TONS PER DAY							Saturday 1/20/2018
WEEK OF 1/15/18	1/15/2018	1/16/2018	1/17/2018	1/18/2018	1/19/2018		
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL	
AFTON	11.9				17.86	29.76	
BAILEYTON				7.57		7.57	
CLEAR SPRINGS				7.17		7.17	
CROSS ANCHOR				5.79		11.19	5.4
DEBUSK	6.24				6.29	12.53	
GREYSTONE	3.39					3.39	
HAL HENARD	4.75	6.97			4.01	15.73	
HORSE CREEK	7.02				2.14	15.62	6.46
MCDONALD	5.04			1.98		7.02	
OREBANK						4.75	4.75
ROMEO	6.43		3.68			10.11	
ST. JAMES				5.71		5.71	
SUNNYSIDE				8.41		8.41	
WALKERTOWN	7.07			3.28		10.35	
WEST GREENE	19.24		4.83	4.41		28.48	
WEST PINES				7.32		8.58	1.26
CHUCKEY-DOAK						4.84	4.84
MOSHEIM		10.23				10.23	
WEST GREENE HS						5.26	5.26
GRAND TOTAL	71.08	17.2	8.51	51.64	30.3	206.7	27.97

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 1/22/18	1/22/2018	1/23/2018	1/24/2018	1/25/2018	1/26/2018	TOTAL
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
AFTON	16.8				20.63	37.43
BAILEYTON	7.09			4.88		11.97
CLEAR SPRINGS						0
CROSS ANCHOR		5.21			4.59	9.8
DEBUSK			7.89			7.89
GREYSTONE	8.49			5.3		13.79
HAL HENARD	15.44			5.6	7.8	28.84
HORSE CREEK	6.71			5.41		12.12
MCDONALD	6.58			4.28		10.86
OREBANK			5.62			5.62
ROMEO	6.8		4.73			11.53
ST. JAMES		5.7			6.29	11.99
SUNNYSIDE		7.88			6.67	14.55
WALKERTOWN	8.29			7.65		15.94
WEST GREENE	23.33			15.46		38.79
WEST PINES		5.84			5.37	11.21
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	99.53	24.63	18.24	48.58	51.35	242.33

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 1/29/18	1/29/2018	1/30/2018	1/31/2018			
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	18.68					18.68
BAILEYTON	7.71					7.71
CLEAR SPRINGS			8.78			8.78
CROSS ANCHOR		4.05				4.05
DEBUSK	7.73					7.73
GREYSTONE		7.86				7.86
HAL HENARD	6.21		9.13			15.34
HORSE CREEK	7.77		6.43			14.2
MCDONALD	6.38					6.38
OREBANK						0
ROMEO	6.98		8.42			15.4
ST. JAMES			7.42			7.42
SUNNYSIDE			4.97			4.97
WALKERTOWN						0
WEST GREENE	15.87	3.91				19.78
WEST PINES		5.58				5.58
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	77.33	21.4	45.15	0	0	143.88

GREENE COUNTY SOLID WASTE

TOTALS FOR JANUARY 2018

AFTON	161.29
BAILEYTON	46.87
CLEAR SPRINGS	22.85
CROSS ANCHOR	43.27
DEBUSK	49.62
GREYSTONE	41.21
HAL HENARD	109.69
HORSE CREEK	73.98
MCDONALD	43.22
OREBANK	23.65
ROMEO	56.1
ST. JAMES	43.97
SUNNYSIDE	51.8
WALKERTOWN	49.72
WEST GREENE	160.76
WEST PINES	46.85
CHUCKEY-DOAK	4.84
MOSHEIM	10.23
WEST GREENE HS	5.26
GRAND TOTAL	1045.18

GREENE COUNTY SOLID WASTE

FISCAL YEAR 2017 - DECEMBER 2017

TRUCK #	YEAR	MAKE	Beginning Mileage	Ending Mileage	Fuel/gas	Fuel/diesel	Fuel Cost	Miles Traveled	USE
2	2004	MACK	243801	245904		567.657	1475.35	263	FRONT LOADER
3	2013	F-250	86587	87778		97.383	253.12	1191	DEMO/METAL
4	1985	IH DUMP	267227	267319		13.384	34.79	92	ROCK TRUCK
5	2001	F-150	152307	152529	16.783		35.56	222	CENTER TRUCK
6	1997	F-350	246560	246598		5.782	15.03	38	SPARE
7	2000	MACK	268068	270646		514.98	1344.82	2578	FRONT LOADER
9	2006	MACK	78361	78361				0	ROLL OFF
12	2008	F-250 4 X 4	115431	116484	99.82		215.25	1053	CENTER TRUCK
13	1984	C-10	78652	78652				0	SERVICE
14	2014	MACK	65935	66384		199.954	519.68	449	ROLL OFF
15	2014	MACK	100702	103147		460.218	1196.12	2445	ROLL OFF
16	2014	MACK	38795	39760		156.42	406.54	965	ROLL OFF
17	2014	MACK	36367	36879		89.806	233.4	512	ROLL OFF
19	2007	F-250 4 X 4	186590	188554	246.814		535.2	1964	SERVICE
20	2001	CHEVY VAN	106438	106698	31.192		66.1	260	VAN INMATES
21	2007	MACK	200000	200000		0		0	FRONT LOADER
22	2001	F-350	224471	226560		189.489	492.5	2089	DEMO/Metal
23	2001	MACK	385842	388639		474.652	1233.6	2797	FRONT LOADER
25	2003	F-349	217567	219505		109.657	285	1938	MAINTENANCE
Shop Fuel					53.868				
TOTALS					448.477	2879.382	8342.06		

2017 DAILY REPORT (Autosaved)

[illegible]

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 12-1-17					12/1/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON					17.24	17.24
BAILEYTON						0
CLEAR SPRINGS						0
CROSS ANCHOR					7.49	7.49
DEBUSK						0
GREYSTONE						0
HAL HENARD						0
HORSE CREEK					4.89	4.89
MCDONALD						0
OREBANK						0
ROMEO						0
ST. JAMES					5.75	5.75
SUNNYSIDE					7.28	7.28
WALKERTOWN						0
WEST GREENE						0
WEST PINES					7.08	7.08
CHUCKEY-DOAK						0
MOSHEIM					10.04	10.04
WEST GREENE HS						0
GRAND TOTAL	0	0	0	0	59.77	59.77

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 12-4-17	12/4/2017	12/5/2017	12/6/2017	12/7/2017	12/8/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	11.89	5.29			17.32	34.5
BAILEYTON		7.9			3.64	11.54
CLEAR SPRINGS			7.72			
CROSS ANCHOR				6.74		6.74
DEBUSK	7.81				6.03	13.84
GREYSTONE	8.54				4.99	13.53
HAL HENARD	12.67		8.33	5.48	2.68	29.16
HORSE CREEK	8.03				6.47	14.5
MCDONALD	6.18			3.24		9.42
OREBANK	4.23					4.23
ROMEO	7.47		4.02			11.49
ST. JAMES			6.74			6.74
SUNNYSIDE			8.71			8.71
WALKERTOWN	9.26			5.46		14.72
WEST GREENE	23.81			13.66		37.47
WEST PINES				7.8		7.8
CHUCKEY-DOAK		4.42				4.42
MOSHEIM						0
WEST GREENE HS		6.38				6.38
GRAND TOTAL	99.89	23.99	35.52	42.38	41.13	235.19

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 12-11-17	12/11/2017	12/12/2017	12/13/2017	12/14/2017	12/15/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	8.25			6.29	15.29	29.83
BAILEYTON	5.59			4.38		9.97
CLEAR SPRINGS						0
CROSS ANCHOR		6.24				6.24
DEBUSK			6.76			6.76
GREYSTONE			5.83			5.83
HAL HENARD	3.92		8.5	2.59	4.95	19.96
HORSE CREEK	5.61			7.6		13.21
MCDONALD	4.15			4.8		8.95
OREBANK	3.57					3.57
ROMEO	5.71		4.48			10.19
ST. JAMES		5.73			4.82	10.55
SUNNYSIDE		7.28			6.57	13.85
WALKERTOWN	7.67			5.96		13.63
WEST GREENE	11.24	4.82		13.95		30.01
WEST PINES		6.46			5.47	11.93
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	55.71	30.53	25.57	45.57	37.1	194.48

GREENE COUNTY SOLID WASTE

TONS PER DAY

WEEK OF 12-18-17	12/18/2017	12/19/2017	12/20/2017	12/21/2017	12/22/2017	
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL
AFTON	17.61				21.71	39.32
BAILEYTON	7.52				4.47	11.99
CLEAR SPRINGS		6.32				6.32
CROSS ANCHOR	5.26		7.79			13.05
DEBUSK	8.32				7.83	16.15
GREYSTONE	7.85			4.99		12.84
HAL HENARD	5.32	8.03		8.96		22.31
HORSE CREEK	7.82			7.16		14.98
MCDONALD	4.94			3.71		8.65
OREBANK		7.09				7.09
ROMEO	6.58		4.66			11.24
ST. JAMES			7.06			7.06
SUNNYSIDE			8.9			8.9
WALKERTOWN	8.33			5.15		13.48
WEST GREENE	21.04			13.02		34.06
WEST PINES			8.41			8.41
CHUCKEY-DOAK						0
MOSHEIM						0
WEST GREENE HS						0
GRAND TOTAL	100.59	21.44	36.82	42.99	34.01	235.85

GREENE COUNTY SOLID WASTE

TONS PER DAY							12/30/2017
WEEK OF 12-25-17	12/25/2017	12/26/2017	12/27/2017	12/28/2017	12/29/2017		
CENTER	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL	SATURDAY
AFTON	0	12.38		10.5	12.93	35.81	
BAILEYTON	0		6.06			13.02	6.96
CLEAR SPRINGS	0				6.32	6.32	
CROSS ANCHOR	0	5.91			7.81	13.72	
DEBUSK	0		7.75			7.75	
GREYSTONE	0			8.41		8.41	
HAL HENARD	0	6.63	9.13		6.76	22.52	
HORSE CREEK	0	8.57		8.46		17.03	
MCDONALD	0	5.64		4.33		9.97	
OREBANK	0			4.97		4.97	
ROMEO	0	6.62				6.62	
ST. JAMES	0	7.95			6.28	14.23	
SUNNYSIDE	0	8.11			8.7	16.81	
WALKERTOWN	0	9.53		4.77		14.3	
WEST GREENE	0	15.16	14.81	11.68		41.65	
WEST PINES	0	7.19				13.32	6.13
CHUCKEY-DOAK	0					0	
MOSHEIM	0					0	
WEST GREENE HS	0					0	
GRAND TOTAL	0	93.69	37.75	53.12	48.8	246.45	

GREENE COUNTY SOLID WASTE

TOTALS FOR DECEMBER 2017

AFTON	156.7
BAILEYTON	46.52
CLEAR SPRINGS	12.64
CROSS ANCHOR	47.24
DEBUSK	44.5
GREYSTONE	40.61
HAL HENARD	93.95
HORSE CREEK	64.61
MCDONALD	36.99
OREBANK	19.86
ROMEO	39.54
ST. JAMES	44.33
SUNNYSIDE	55.55
WALKERTOWN	56.13
WEST GREENE	143.19
WEST PINES	48.54
CHUCKEY-DOAK	4.42
MOSHEIM	10.04
WEST GREENE HS	6.38
GRAND TOTAL	971.74

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 FEBRUARY 20, 2018 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. LUCINDA L ADORANTE	35 FALCONS NEST AFTON TN 37616	423-571-0248	404 HOLSTON DRIVE GREENEVILLE TN 37743	423-787-8700	
2. JANET KATHRYN BANKS	204 HAYNES BLVD. GREENEVILLE TN 37745	423-620-1708	P.O. BOX 416, 509 TUSC. BLVD. GREENEVILLE TN 37744	423-639-0187	
3. JUDY CAROLYN COOTER	710 W PINES RD AFTON TN 37616	423-278-6355			
4. JAMES SILAS GRIGSBY	1623 WEST MAIN STREET GREENEVILLE TN 37743	423-278-4153	1075 WEST MAIN STREET GREENEVILLE TN 37743	423-636-1333	
5. CHARLENE N HENSLEY	503 A WEST IRISH STREET GREENEVILLE TN 37743	423 470 9937	2330 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423 787 7730	
6. PATRICIA STANTON HIPPS	5525 OLD STAGE RD CHUCKEY TN 37641	423-470-4699			
7. STARLETTE YVETTE MERCER	50 MCAFEE RD AFTON TN 37616	423-552-0196			
8. VICKIE NEAS	2841 OLIVET MTN RD GREENEVILLE TN 37743	423-638-5688			
9. TINA K PETTERENTI	71 LOFTUS LANE GREENEVILLE TN 37745	715-862-0453	401 TAKOMA AVENUE GREENEVILLE TN 37743	423-798-1282	
10. PATRICIA DIANE PIERCE	100 SOUTH MAIN STREET GREENEVILLE TN 37743	423-639-5183	100 SOUTH MAIN STREET GREENEVILLE TN 37743	423-639-5183	
11. DAVID WAYLAND SEATON	1271 CEDAR CRK RD GREENEVILLE TN 37743	423-639-8487	TN 425 E VANN RD GREENEVILLE TN 37743	423-638-3511	
12. KAREN D WILHOIT	108 HEATHER LN GREENEVILLE TN 37745	423-620-4037	93 N RUFE TAYLOR RD GREENEVILLE TN 37745	423-639-6781	GAIL LANDERS GWEN LILLEY
13. MARK R. WILLIAMS	120 HAMPTON CT. GREENEVILLE TN 37745	423-639-6781			

SIGNATURE

Don Bryant

CLERK OF THE COUNTY OF GREENE, TENNESSEE

DATE

2/1/18

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 FEBRUARY 20, 2018 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. ROBERT H BAILEY	45 LAUREL GAP DR GREENEVILLE TN 37745	423-234-0344	45 LAUREL GAP DR GREENEVILLE TN 37745	423-234-0344	
2. SHERRY RENEE BOWMAN	300 COLYER ORAD GREENEVILLE TN 37743	423-470-0941	700 GREYSTONE ROAD GREENEVILLE TN 37743	423-972-1460	KENNETH E THACKER GREGORY L BOWMAN
3. JANICE B BRADLEY	1304 TIMBERS TRAIL GREENEVILLE TN 37745	423-620-2067	1660 E. ANDREW JOHNSON HIGHWAY GREENEVILLE TN 37745	423-783-1600	ANDREW JOHNSON INSURANC AGENC
4. SUE M BROWN	425 TED WEEMS ROAD GREENEVILLE TN 37745	423-329-9585	1500 INDUSTRIAL ROAD GREENEVILLE TN 37745	423-278-1434	WESTERN SURETY COMPANY
5. PAIGE M. DAVIS	124 W. BARTON RIDGE ROAD GREENEVILLE TN 37743	423-620-0093	518 TUSCULUM BLVD GREENEVILLE TN 37745	-	
6. RACHEL A. DAY	3535 LITTLE CHUCKEY ROAD MOSHIM TN 37818	-	8421 RUTLEDGE PIKE RUTLEDGE TN 37861	-	
7. JONI DOUCETTE	60 SEQUOIA TRAIL GREENEVILLE TN 37743	423-329-3262	60 SEQUOIA TRAIL GREENEVILLE TN 37743	423-329-3262	
8. KANDYCE MARSHA GRAHAM	800 COLLINS RD GREENEVILLE TN 37745	423-552-1974	800 COLLINS RD GREENEVILLE TN 37745	423-525-4910	
9. AMY DENISE HARTMAN	105 HARTMAN BRANCH LANE MOSHIM TN 37818	423-450-0137	816 TUSCULUM BLVD. GREENEVILLE TN 37745	423-638-0002	
10. CRYSTAL JESSEE	14 W. RIDGEFIELD CT. GREENEVILLE TN 37745	423-638-4006	120 N. MAIN EXT. GREENEVILLE TN 37745	423-638-4006	CRYSTAL JESSEE
11. GINIA BROWN JOHNSTON	100 JOE JOHNSTON LANE GREENEVILLE TN 37743	423-639-9246	514 TUSCULUM BLVD. GREENEVILLE TN 37745	423-823-0414	
12. CONNIE L KILDAY	1770 WEST ALLENS BRIDGE RD GREENEVILLE TN 37743	423-620-2314	1435 HWY 70 BYPASS GREENEVILLE TN 37743	423-636-5035	LSM0625783
13. SHEA LONG	4035 FISH HATCHERY ROAD MOHAWK TN 37810	-	4035 FISH HATCHERY ROAD MOHAWK TN 37810	423-587-4810	CNA SURETY
14. DEIRDRE M MEDLIN	1205 RAMBLING COURT GREENEVILLE TN 37743	423-636-1524	404 HOLSTON DRIVE GREENEVILLE TN 37743	423-787-8721	LESLIE J. MURR BRIAN BRAGDON, ROBERT BRAGDON
15. LORI ANN MYSINGER	140 RADER LANE GREENEVILLE TN 37743	423-329-9640	102 S. MAIN ST GREENEVILLE TN 37743	423-972-4388	
16. MELISSA NEESSEN	49 DEERCHASE LANE CHUCKEY TN 37641	423-636-8717	1104 TUSCULUM BLVD., SUITE 301 GREENEVILLE TN 37745	423-638-2100	
17. GWYN SOUTHERLAND	1390 BIRDWELL MILL ROAD GREENEVILLE TN 37743	423-552-8469	401 TAKOMA AVENUE GREENEVILLE TN 37743	-	
18. TIMOTHY LYNN TEAGUE	112 HAMPTON COURT GREENEVILLE TN 37745	423-620-2800	130 WEST SUMMER STREET GREENEVILLE TN 37743	423-638-2770	
19. KEERA ELEASE WEAVER	368 LAWING RD CHUCKEY TN 37641	423-257-2750	7185 E A J HWY STEB CHUCKEY TN 37641	4232574648	


 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE
 2-1-2018

DATE

THE GENERAL PURPOSE SCHOOL FUND
A RESOLUTION TO AMEND THE GREENE COUNTY SCHOOLS BUDGET FOR
MIDYEAR CHANGES IN REVENUES & EXPENDITURES FOR FISCAL YEAR 2017-2018

WHEREAS, the Greene County School System is amending the 2017-2018 Budget for the General Purpose School Fund to reflect midyear changes in revenues and expenditures (\$83,787),

THEREFORE, the following appropriations will be amended:

REVENUES

ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
44120	Advertising	\$ 3,500	\$ -
44570	Contributions & Gifts (Chartwells)	\$ 15,000	-
44570	Contributions & Gifts (Utrust)	\$ 46,300	-
46511	Basic Education Funds (Increase in allocation)	\$ 13,000	-
46590	Other State Funds	\$ 2,700	-
46980	Other State Grants	\$ 39	
47143	Education of the Handicapped (High Cost Students)	\$ 3,248	
	TOTAL REVENUES	\$ 83,787	\$ -

EXPENDITURES

ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
71100 163	Educational Assistants	\$ 27,000	\$ -
71100 210	Unemployment	\$ -	\$ 6,514
71200 116	Teachers	\$ -	\$ 444
71200 128	Homebound Teachers	\$ 444	\$ -
71200 399	Other Contracted Services	\$ 1,000	\$ -
71200 429	Instructional Supplies & Materials	\$ 1,000	\$ -
71200 499	Other Supplies & Materials	\$ 1,248	\$ -
71300 210	Unemployment	\$ -	\$ 624
71300 499	Other Supplies & Materials (Chartwells Contribution)	\$ 7,000	\$ -
71300 599	Other Charges (Chartwells Contribution)	\$ 8,000	\$ -
72110 210	Unemployment	\$ -	\$ 102
72130 208	Dental/Optical Reimbursement	\$ -	\$ 25,000
72210 129	Librarians	\$ -	\$ 9,500
72210 137	Education Media Personnel	\$ 9,500	\$ -
72210 189	Other Salaries & Wages (Utrust)	\$ 4,000	\$ -
72210 201	Social Security (Utrust)	\$ 248	\$ -
72210 204	State Retirement (Utrust)	\$ 363	\$ -
72210 212	Employer Medicare	\$ 58	\$ -
72210 307	Communication	\$ 315	\$ -
72210 308	Consultants (Utrust)	\$ 12,000	\$ -
72210 399	Other Contracted Services	\$ 388	\$ -

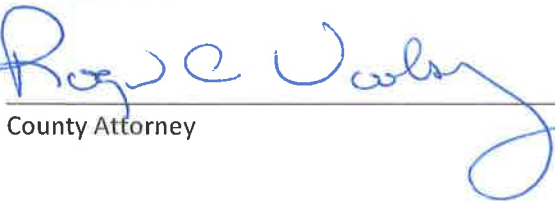
ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
72210 355	Travel (Ready to Be Ready Summer Grant)	\$ 39	\$ -
72210 499	Other Supplies & Materials (Utrust)	\$ 29,631	\$ -
72210 599	Other Charges	\$ 2,700	\$ -
72310 331	Legal Services	\$ 10,000	\$ -
72310 355	Travel	\$ 2,000	\$ -
72410 139	Assistant Principals	\$ 4,626	\$ -
72410 499	Other Supplies & Materials	\$ 2,000	\$ -
72510 162	Clerical	\$ 200	\$ -
72710 210	Unemployment	\$ -	\$ 768
72710 307	Communication	\$ 1,209	\$ -
72710 329	Laundry Service	\$ -	\$ 1,300
72710 338	Maintenance & Repair Services - Vehicles	\$ 2,800	\$ -
72710 355	Travel	\$ 2,000	\$ -
72710 412	Diesel	\$ -	\$ 11,730
72710 599	Other charges	\$ 10,000	\$ -
	TOTAL EXPENDITURES	\$ 139,769	\$ 55,982

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 20th day of February 2018, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

County Mayor

Greene County Education Committee

Sponsor



County Attorney

County Clerk

THE GENERAL PURPOSE SCHOOL FUND
A RESOLUTION TO AMEND THE GREENE COUNTY SCHOOLS BUDGET FOR
THREE THE SAVE THE CHILDREN GRANTS

WHEREAS, the Greene County School System is amending the 2017-2018 Budget for the General Fund to budget \$181,149 for three Save the Children Grants

THEREFORE, the following appropriations will be amended:

REVENUES

Account Number	Description	Increase	Decrease
44570	Contributions & Gifts (Save the Children Grants)	\$ 181,149	\$ -
	TOTAL REVENUES	\$ 181,149	\$ -

EXPENDITURES

Account Number	Description	Increase	Decrease
71100 207	Medical Insurance (To Cover Cost Share)	\$ -	\$ 6,256
73300 189	Other Salaries & Wages	89,956	-
73300 201	Social Security	5,602	-
73300 204	State Retirement	6,188	-
73300 206	Life Insurance	24	-
73300 207	Medical Insurance (Cost Share \$6,256)	15,300	-
73300 212	Employers Medicare	1,630	-
73300 355	Travel	800	-
73300 429	Instructional Supplies & Materials	57,600	-
73300 499	Other Supplies & Materials	2,100	-
73300 524	Staff Development	2,640	-
73300 599	Other Charges	5,565	-
	TOTAL EXPENDITURES	\$ 187,405	\$ 6,256

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 20th day of February 2018, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

County Mayor

Greene County Education Committee
Sponsor


County Attorney

County Clerk

**RESOLUTION TO ESTABLISH A RESTRICTED FUND TO FINANCE AND/OR PAY
FOR CAPITAL PROJECTS FOR THE GREENE COUNTY EMERGENCY MEDICAL
SERVICES**

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued GASB Statement 54, and the State of Tennessee Comptroller's Office has determined that this new accounting statement is considered Generally Accepted Accounting Principles (GAAP) applicable to county governments; and

WHEREAS, under GASB Statement 54, Greene County is allowed to restrict funds for specific purposes; and

WHEREAS, beginning July 1, 2018, Greene County wishes to restrict all net income of the Emergency Medical Services Department up to Four Hundred Thousand (\$400,000.00) Dollars after all EMS expenses have been paid. Net income will be calculated and determined as follows: being all funds remaining after deducting actual EMS expenditures and encumbrances, including workers compensation and liability claims from actual patient charges/revenues and other EMS income. The calculation will take place after the end of each fiscal year; and

WHEREAS, Greene County and the Town of Greeneville will then restrict each dollar up to a total of \$400,000.

WHEREAS, the amount to be restricted is to be calculated at the end of each fiscal year and the restricted balance is not to exceed \$400,000.

WHEREAS, if/when the restricted balance exceeds \$400,000, the funds will then be split between Greene County and the Town of Greeneville with 70% going to Greene County and 30% being owed to the Town of Greeneville; and

WHEREAS, in the event that there is a net loss for the year, up to \$100,000 shall be taken from the restricted fund and transferred to the County General Fund balance to fully offset the previous year's loss; and

WHEREAS, the expenditures from the restricted fund are to be determined and authorized by the EMS Board; and

WHEREAS, the establishment of a restricted account as well as the policies and procedure to fund the account and expend funds from the account authorized by this resolution require passage of the same resolution by the Town of Greeneville to become effective; and

C.

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

WHEREAS, the ceiling of \$400,000 can be adjusted upward if both the Greene County Legislative Body and Greeneville Board of Mayor and Aldermen agree.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Greene County, meeting in regular session this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative, that a restricted fund be established as provided above and that the policies and procedures outlined above are adopted.

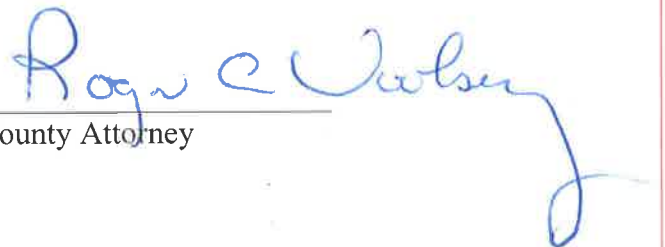
Robin Quillen
Sponsor

Eddie Jennings
Sponsor

Budget and Finance
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

**A RESOLUTION TO GRANT AUTHORITY THE GREENE COUNTY MAYOR TO
ENTER INTO AN AGREEMENT WITH AN OUTSIDE CONTRACTOR FOR UP TO
\$2,000 TO INSPECT PROPERTY ADJACENT TO THE GREENE COUNTY ANNEX
LOCATED AT 211 HALL ST.**

WHEREAS, Greene County has been offered the opportunity to purchase the house located at 211 Hall St. adjacent to the County Annex; and

WHEREAS, the home located adjacent to the Greene County Annex on Hall Street is available for purchase and the owner is willing to sale and transfer the property to the County for the tax appraised value of \$87,200 (\$9,600 for the Land & \$77,600 for the residence and improvements); and

WHEREAS, the Greene County Legislative Body on the 18th day of December, 2017 recommended that the County Mayor to evaluate the possible costs in renovating the property to fit any County needs; and

WHEREAS, the County Mayor estimates the cost for an outside contractor to be no more than two thousand dollars (\$2,000);

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the Capital Projects Fund - #171 budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	2,000
	Total Increase in Budgeted Unassigned Fund Balance	\$	2,000

INCREASE IN BUDGETED APPROPRIATIONS

91190	Other General Government Projects		
399	Other Contracted Services	\$	2,000
	Total Increase in Budgeted Appropriations	\$	2,000

County Mayor

Budget & Finance Committee

County Clerk

County Attorney

D

Roger C. Voolsey

A RESOLUTION OF THE COUNTY COMMISSION OF GREENE COUNTY, TENNESSEE APPROVING AN EXTENSION OF THE PREVIOUSLY APPROVED POLICIES AND PROCEDURES FOR A PROPERTY TAX INCENTIVE PROGRAM RELATING TO THE NEGOTIATION AND ACCEPTANCE OF PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO CERTAIN FACILITIES LOCATED IN GREENE COUNTY, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF GREENEVILLE AND GREENE COUNTY, TENNESSEE AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 753305

WHEREAS, the County Commission (the "Governing Body") of Greene County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, the Governing Body has previously approved certain Policies and Procedures for a Property Tax Incentive Program, a copy of which is attached hereto, relating to certain types of projects described therein (the "Policies and Procedures"); and

WHEREAS, the Policies and Procedures have expired pursuant to Section XI thereof and the Governing Body desires to extend the Policies and Procedures until December 31, 2021; and

WHEREAS, pursuant to the Policies and Procedures, if extended, The Industrial Development Board of the Town of Greeneville and Greene County, Tennessee (the "Board") will be authorized to negotiate and accept from lessees payments in lieu of ad valorem taxes as provided in and subject to the limitations of such Policies and Procedures; and

WHEREAS, Tennessee Code Annotated Section 753305(b) authorizes the County to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section, and the Governing Body is authorized to make the same delegation to the Board; and

WHEREAS, the Governing Body desires to approve the extension of the Policies and Procedures and to delegate to the Board the authority to negotiate and accept from lessees of the Board payment in lieu of ad valorem taxes in accordance with such Policies and Procedures.

NOW, THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative to extend the Policies and Procedures, be adopted as outlined below:

1. The Governing Body hereby approves the extension of the Policies and Procedures such that the expiration date in Section XI of the Policies and Procedures shall be extended to December 31, 2021, and the Policies and Procedures, as extended, are hereby approved in all respects.

E.

2. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with the Policies and Procedures, as extended above, are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 753305, and the Governing Body hereby consents to the Board negotiating and accepting such payments in lieu of ad valorem taxes from lessees in accordance with and subject to the limitations of the Policies and Procedures, as extended.

3. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Budget and Finance Committee
Sponsor

County Clerk

County Mayor

Roger A Woolsey
County Attorney

**ATTACHED
"EXHIBIT A"**

Policies and Procedures

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

EXHIBIT "A" POLICIES & PROCEDURES

GREENE COUNTY, TENNESSEE AND THE TOWN OF GREENEVILLE, TENNESSEE PROPERTY TAX INCENTIVE PROGRAM POLICIES AND PROCEDURES

Section I. General Purpose and Objectives*

Greene County, Tennessee (the "County") and the Town of Greeneville, Tennessee (the "City," and with the City, the "Municipalities") are committed to improving their local business environment and economy. In furtherance of this objective, the Municipalities have established a program to provide economic incentives to qualifying entities based on payments in lieu of taxes ("PILOT"). This program is administered by The Industrial Development Board of the Town of Greeneville and Greene County, Tennessee (the "Board"). This program is intended to attract and retain, on a basis competitive with other local governments, businesses that provide the types of employment, capital investment, community involvement and financial impact sought by the Municipalities for their citizens.

The Municipalities have adopted these Policies and Procedures to guide the Board in considering and evaluating on a case-by-case basis whether particular projects in the Municipalities will be eligible for a PILOT incentive. These Policies and Procedures should not be construed to require the Municipalities or the Board to approve a PILOT incentive for any Person. Granting a PILOT incentive is solely within the discretion of the Board acting within the parameters of these Policies and Procedures. In order, however, to inform potential applicants for PILOT incentives of the specific criteria that the Board will consider in evaluating applications for PILOT incentives, the Municipalities and the Board have adopted these Policies and Procedures to provide guidelines for evaluating requests for PILOT incentives.

The Board is a public nonprofit corporation established pursuant to the Tennessee Industrial Development Corporation Act (the "Act"), Tenn. Code Ann. §§7-53-101 *et seq.* The Board's statutory purposes include financing, owning and leasing certain real and personal properties, which will have the effect of maintaining and increasing employment and otherwise promoting new industry, commerce and trade in Tennessee and in particular, the Municipalities. The Board will conduct its activities consistent with the provisions of the Act and the intent of the Municipalities as set forth in these Policies and Procedures.

In evaluating Applications to participate in the Municipalities' PILOT program, the Board will apply the following general guidelines:

1. **Public Interest/Increased Employment.** In accordance with the objectives of the Act, the Board must find that each proposed Project will be in the public interest and will increase employment within the Municipalities.
2. **Eligible Projects.** The Board will only approve PILOT incentives for the following types of Projects:
 - a. Industrial facilities that manufacture, assemble, process or fabricate agricultural, mining or other products.

* Capitalized terms used in these Policies and Procedures that are not otherwise defined shall have the meanings given to such terms in Section III.

- b. Distribution facilities that receive and distribute goods.
- c. Office buildings and service facilities for Local Companies.
- d. Commercial and retail businesses that the Board determines will materially increase local sales tax revenues.

If a proposed Project would otherwise not be eligible for a PILOT incentive because it does not meet this guideline but the Board determines that, based upon unique factors in the particular case, a PILOT incentive would be appropriate for the Project, the Board shall not approve such PILOT incentive without obtaining the prior approval of the Municipalities.

3. **Evaluation Matrix.** Provided a Project satisfies the first two guidelines stipulated above, the Board shall determine the term, if any, and amount of the PILOT incentive by applying the Evaluation Matrix attached hereto as Appendix A. The implementation of the Evaluation Matrix is described in more detail in Section IV. The term and proportional amount of any PILOT incentive shall be the same with respect to payments to the Municipalities.

If a proposed Project would be eligible for a certain PILOT term and amount under these Policies and Procedures but the Board determines that, based upon unique factors in the particular case, a longer PILOT term and/or larger PILOT incentive would be appropriate for such Project, the Board shall not approve a longer PILOT term and/or larger PILOT incentive without obtaining the prior approval of the Municipalities.

Section II. Conflicts of Interest

Each Board member shall be responsible for disclosing any material interest which he or she may have in or with a Project or an Applicant or any financing source for a Project. Any Board member having any material interest in or with a Project or an Applicant or financing source for a Project shall submit to the Board's counsel an explanation of that interest, and the Board's counsel shall advise both the Board and Board member whether the member should recuse himself or herself from consideration of the Application. Such recommendation of the Board's counsel shall be conclusive. If recusal is recommended, the Board will then consider the Application without participation from the member or members who recuse themselves.

To avoid conflicts of interests, the Board's counsel will disclose to the Board if he has a professional legal relationship with or material interest in a Project or an Applicant or any financing source for the Project, and in the event of such a conflict involving the Board's counsel, the Board will retain special counsel to represent it in connection with the particular Project being considered. The Board, however, may waive any such conflict in appropriate circumstances.

Section III. Definitions

For purposes of these Policies and Procedures, the following terms shall have the following meanings:

"Applicant" means the Person applying to the Board to enter into a Lease Agreement that would include a PILOT incentive with respect to a Project.

"Application" means the application submitted to a Board by an Applicant to receive a PILOT incentive.

"Brownfield" means (a) any property that has a prior history of industrial use and potentially has some environmental contamination as indicated by a Phase I Environmental Assessment and (b) any property that was formerly used by the United States government or any agency thereof.

"Existing Facility" means facilities, including land, buildings, structures, machinery, equipment and related improvements, that, at the time of an Application with respect thereto, are operated as an ongoing business for a purpose that would otherwise be an eligible Project under these Policies and Procedures.

"Expansion" means the addition of buildings, structures, machinery and/or equipment for the purpose of expanding a Project.

"FTZ" means Foreign Trade Zone #148.

"Governmental Authority" means the United States, the State of Tennessee, any political subdivision of either, and any agency, department, commission, board, bureau or instrumentality of any of them.

"Greyfield" means any property in close proximity to a Brownfield that does not have known environmental contaminants but has a significantly depreciated value, as determined by a Board, as a result of its proximity to a Brownfield.

"Lease Agreement" means the lease agreement between the Applicant and a Board pursuant to which the Board leases a Project to the Applicant and agrees upon the terms of a PILOT incentive.

"Local Company" is a company which (i) has its principal office within both the Municipalities, (ii) operates one of its principal facilities in the Municipalities, or (iii) has a significant executive and management presence in the Municipalities.

"National Corporate Headquarters" means a Project that meets the following criteria as determined by the Board:

- (i) The entity occupying the Project must be a business of regional or national significance;
- (ii) A significant percentage as determined by the Board, of the decision-making officers or employees of such entity must work and maintain their primary offices at the proposed Project;
- (iii) The Project will be the office location of a majority of the management employees of such entity; and

- (iv) The entity must make a significant financial commitment, as determined by the Board, to construct or improve the Project.

"New Business/Industrial Park" means any unified business or industrial park in the Municipalities of more than 25 acres developed or opened after January 1, 2000.

"Payment-in-Lieu-of Taxes" or "PILOT" means payments established by a Board to be made in lieu of ad valorem taxes with respect to a Project.

"Person" means any individual, sole proprietorship, corporation, limited liability company, association, partnership (general, limited, or limited liability partnership), organization, business, trustee, individual or government or political subdivision thereof or any governmental agency.

"PILOT Term" means the period of time, in years, during which a PILOT incentive is in effect pursuant to a Lease Agreement.

"Project" means the acquisition, construction and/or improvement of land, buildings, structures, machinery, equipment and related improvements as described in an Application. A Project may include any Expansion that an Applicant commits to commence within three (3) years of the execution of the Applicant's Lease Agreement. Any Expansion undertaken after such date will require a new Application to be filed with the Board with respect to the Expansion. A Project must be located on a single tract of property or contiguous tracts of property. A Project may also include an Existing Facility if the Board makes the determination that a PILOT incentive is necessary to retain the ongoing operation of the Existing Facility in the Municipalities.

Section IV. PILOT Amount and Application of Evaluation Matrix

PILOT Amount

If an Applicant is approved for a PILOT incentive, the amount of the PILOT for the PILOT Term shall be equal to the taxes imposed by all taxing authorities on the property that is the subject of the Project for the most recent tax year prior to the execution of a Lease Agreement with an Applicant (or if the property was previously exempt from taxation, an amount equal to the taxes that would have been imposed on the property if the property had not been so exempt). For example, if an Applicant intends to acquire an undeveloped tract of real property and to build and equip a manufacturing facility thereon, the PILOT amount for the PILOT Term shall be the amount of taxes imposed during the prior tax year on the undeveloped property by all local taxing authorities. If an Applicant intends to acquire and rehabilitate an existing facility, the PILOT amount would be the taxes imposed for the most recent tax year on the existing facility prior to its rehabilitation. If the Applicant requests a PILOT incentive only with respect to new equipment to be acquired, the PILOT amount with respect to such equipment would be \$0. If a Project will be used as a National Corporate Headquarters, the Board, in its discretion, can agree to reduce the PILOT amount to \$0 for the PILOT Term. Any PILOT amounts shall be paid directly to the County and the City, as applicable.

Special Rule for Existing Facilities

If the Board approves a PILOT incentive for an Existing Facility, in addition to any PILOT incentive that may be granted to the Applicant by applying the Evaluation Matrix as described above, the

Board may also agree to grant to the Applicant an annual credit against the PILOT that the Applicant would otherwise be required to pay based upon the number of jobs (on a full-time equivalent basis) that are retained and/or added to the Existing Facility during each year of the PILOT term. The amount of that credit shall be determined in accordance with Appendix B. Any such credits shall be proportionally deducted against the PILOT amounts to be paid to the Municipalities based upon its respective tax rates.

Application of Evaluation Matrix

The Evaluation Matrix attached as Appendix A is intended to provide objective criteria for the Board to assist in determining the length of the PILOT Term, if any, with respect to a Project. The maximum PILOT Term shall be 7 years.

The Evaluation Matrix contains five criteria to be considered by a Board in establishing a PILOT Term. The following is a brief discussion of each criterion, which discussion is intended to provide guidance as to how each criterion will be applied by the Board:

1. **Jobs** – The number of jobs will be based upon estimates to be provided by the Applicant and such other information as may be obtained by the Board. The estimate of jobs will be based upon the number of jobs that are anticipated to exist at the Project site three years after completion of the Project. Permanent full-time, full-time equivalent, seasonal, and contract jobs will be considered by the Board, but part-time employment will be appropriately weighted by the Board.
2. **Wages** – The average annualized wage that is expected to be paid by an Applicant, as compared to the existing per capita income published by the Tennessee Department of Employment Security for the Municipalities, will be a relevant factor in the Board's consideration of an Application. An Applicant who pays an average annualized wage that surpasses 160% of the per capita income for the Municipalities may be given special consideration points. All special consideration points will be awarded at the Board's discretion.
3. **Capital Investment** - Capital expenditures made by an Applicant with respect to a Project will be considered by the Board. Special consideration on a case-by-case basis will be used to increase points to Applicants who are making more than \$30 million in capital expenditures. To be eligible for a PILOT incentive, an Applicant must agree to make at least \$1,000,000 in capital expenditures. Capital expenditures for specific items, such as land, building and equipment, must be made by an Applicant in substantially the manner represented to the Board in the Applicant's Application unless the Board otherwise consents.
4. **Location**. The location of a Project within any of the following areas will be a favorable factor:
 - Designated Brownfield/Greyfield areas
 - The FTZ
 - Any New Business/Industrial Park

5. **Residency of new employees.** The expected location of the residences of the employees at the Project site, as represented by the Applicant, within the Municipalities will be a favorable consideration.

The Board may consider other special circumstances as it deems relevant in determining a PILOT Term with respect to a particular Project, provided, however, in no event shall the Board award more than 30 points in the aggregate under the Evaluation Matrix for special circumstances without the consent of the Municipalities.

Application of PILOT to Equipment

Generally, equipment will not be eligible for a PILOT incentive. However, the Board, in its discretion, may allow equipment to be eligible for a PILOT incentive for a particular Project if the Board determines that the equipment is essential for the Project to operate and that the equipment is a substantial portion of the Project Cost.

Section V. Post-Closing Monitoring

Through the implementation of the PILOT program, the Board intends to produce substantial and measurable changes and improvements to and for the economic and commercial environment of the Municipalities. Accordingly, each Lease Agreement with an Applicant will contain, in the manner determined by the Board, certain commitments relating to job creation and/or retention, wage levels, and, if applicable, capital expenditures. The Board will annually (or at such other times as it deems appropriate) evaluate each Project receiving a PILOT incentive to ensure compliance with the Lease Agreement applicable to the Project.

In order to assist the Board in determining compliance with the Board's Lease Agreements and in gathering information to help the Board evaluate the effectiveness of its PILOT program, each Person who is a party to a Lease Agreement with the Board shall provide to the Board certain information in the manner described in the Lease Agreement, which information shall include, but not be limited to, the following:

1. **Capital Expenditures** – A list of all capital expenditures made with respect to the Project during the prior year.
2. **Employee Report** - The total number of employees of such Person, their total salaries, the number of employees who reside in the Municipalities, and the total salaries of employees who reside in the Municipalities. The Applicant shall also provide a list of jobs with job classifications in such form as is requested by the Board.
3. **Vendor Support Report** - The gross dollars spent locally on supplier and professional service contracts during the prior year.
4. **Comparison Criteria Report** – A comparison of the Applicant's actual job creation, wages and capital expenditures with the Applicant's initial projections for job creation, wages and capital expenditures as shown in the Applicant's Application.

If any such report or other information obtained by the Board reveals that the Applicant has not complied with the Lease Agreement with respect to its employment, wage or capital expenditure

commitments, the Board will have such remedies as are provided in the Lease Agreement. The specific remedies will be set out in the Lease Agreement, but, generally, if an Applicant fails in any year to meet the employment, wage or capital expenditure estimates provided in its Application and upon which the Evaluation Matrix was applied, the Applicant should expect that the Applicant's PILOT incentive would be proportionately reduced in that year in addition to any other remedies that may be available under the Lease Agreement. For example, if an Applicant was awarded 70 points based upon the application of the Evaluation Matrix and the report filed by an Applicant in any year shows that the Applicant would only have been awarded 35 points for the relevant year based upon the actual facts, the Applicant would, at the Board's option, not receive 50% of its PILOT incentive for such year. The Lease Agreement may provide for phased in compliance with the Evaluation Matrix, if approval by the Board.

Each Board will develop on an annual basis a compilation of the information that that Board receives from these reports. This compilation will be provided within thirty (30) days of its completion to the County Mayor and Mayor of the Municipalities. The County Mayor and Mayor will make such compilation available to the County Commission and Board of Mayor and Aldermen of the Municipalities. In addition, each Board will notify the County Mayor and Mayor of the Municipalities of any Lease Agreement that provides for a PILOT within fourteen (14) days of entering into such Lease Agreement.

Section VI. Application

Any Person desiring that the Board consider providing a PILOT incentive shall submit an Application to the Board in a form approved by the Board. Any Applicant shall also follow the procedures set forth in Appendix C in applying for a PILOT incentive.

Section VII. Fees

No Application fee is required. However, any Person submitting an Application shall be solely responsible for all third-party fees, incurred by the Board, associated with a Project, including, but not limited to, attorney's fees..

Section VIII. Assignment of Lease Agreement

Lease Agreements will not be assignable without the prior consent of the Board. An Applicant seeking an assignment of an Agreement shall confer with the Board to determine the proper procedure in the specific transaction. The Board will then determine whether the assignment will be approved or whether a new Application should be filed by the assignee.

Section IX. Environmental Report Requirements

Each Applicant shall submit with its Application a Phase I Environmental Site Assessment Report (unless the Project consists only of new equipment), with respect to the proposed Project site. The report should be dated no more than three (3) months prior to its submission to the Board. All such reports must grant to the Board the right to rely on such reports. All Phase I Environmental Site Assessments submitted to the Board should substantially conform to the ASTM standards. An Environmental Assessment or Environmental Impact Statement performed by or on behalf of the federal or state government may substitute for an Environmental Site Assessment. The environmental contamination of a Project site may be a basis for rejecting an Application if the Board's counsel advises

the Board that the Board or the Municipalities would have any obligation to remediate the contamination if the Board acquires the Project site.

Section X. Miscellaneous

These Policies and Procedures shall not be construed to create any type of contract or agreement between the Board or the Municipalities and any third party, including any Applicant. Notwithstanding any provision of these Policies and Procedures to the contrary, the Board retain the right, in its sole discretion, not to enter into any Lease Agreement with any Applicant and not to approve any Application for a PILOT incentive. If any Applicant does not enter into a Lease Agreement with respect to a proposed Project within one year of the initial approval by the Board of the Applicant's Application for a PILOT incentive, that Applicant's Application shall be deemed to be withdrawn, and the Applicant shall be required to resubmit a new Application if the Applicant wants the Board to continue to consider the Applicant's Project for a PILOT incentive.

Section XI. Program Term

The Board is authorized to negotiate PILOT incentives and execute documents consistent therewith pursuant to these Policies and Procedures ending December 31, 2016. After such date, the Board shall not be authorized to negotiate PILOT incentives pursuant to these Policies and Procedures unless the County Commission of the County and Board of Mayor and Aldermen of the City approve an extension of these Policies and Procedures.

Section XII. Modifications

Any modification or amendment of these Policies and Procedures must be approved by the Municipalities and by the Board.

APPENDIX A
EVALUATION MATRIX FOR PILOT TERM

JOB CREATION AND RETENTION	WAGES	CAPITAL INVESTMENT	LOCATION	RESIDENCY
Maximum 35 Points	Normal Maximum 30 Points*	Normal Maximum 30 Points*	Maximum 20 Points	Maximum 30 Points
<i>Points will be awarded for each new job to be created or retained due to Project.</i>	<i>Firms are encouraged to pay wages that raise the Per Capita Income of the Municipalities as defined by the TN Department of Employment Security</i>	<i>Capital expenditures to be made by Applicant at Project site</i>	<i>Firms locating in the specific areas of interest</i>	<i>Firms are encouraged to hire employees who reside within the Municipalities</i>
Criteria <u>Jobs created</u> 1-50 1 point per 5 jobs (Maximum 10 points) 51-150 10 points plus 1 Additional point per 10 Jobs up to a maximum Of 20 points 151-or more 20 points plus 1 Additional point per 20 jobs up to a maximum of 35 points For example: 150 - 20 points 250 - 25 points 350 - 30 points 450 - 35 points	Criteria For wages 110% of the average wage - 10 points For wages greater than 110% of the average, add 2 points for each additional 5% up to 30 points. For example: 110% - 10 points 115% - 12 points 120% - 14 points 125% - 16 points 130% - 18 points 135% - 20 points 140% - 22 points 145% - 24 points 150% - 26 points 155% - 28 points 160% - 30 points *Add 5 points if project is a corporate headquarters	Criteria Less than \$1,000,000 0 points \$1,000,000 - Less than \$2 Million 5 points \$2 - \$5 Million 10 points \$5 Million - less than \$10 Million 15 points \$10 Million - less than \$15 Million 20 points \$15 Million - less than \$25 Million 25 points \$25 to \$30 Million 30 points *Additional points can be awarded for Projects exceeding \$30 Million	Criteria Brownfield Area - 20 points Greyfield Area - 10 points FTZ - 10 points New Business/Industrial Parks - 10 points	Criteria Employees residing within the Municipalities: Less than 10 0 points 11-20 5 points 21-30 10 points 31-40 15 points 41-50 20 points 51-60 25 points Above 60 30 points

Appendix A (continued)

SCORE SHEET

<u>TOTAL POINTS</u>	<u>PILOT TERM</u>
Less than 31	No PILOT incentive
31-40	Three (3) years
41-50	Four (4) years
51-60	Five (5) years
61-70	Six (6) years
71 and above	Seven (7) years

APPENDIX B

Credit against PILOT for Existing Facilities

<u>Number of Jobs Retained and/or Added at Existing Facility Each Year</u>	<u>Annual Credit Against PILOT</u>
Less than 25	0
25-49	\$750
50-74	\$1,000
75-99	\$1,250
100-124	\$1,500
125-149	\$1,750
150 and above	\$2,000

**APPENDIX C
PILOT INCENTIVE PROGRAM
PROCEDURES**

1. An Applicant should first arrange a pre-application conference with a representative of the Board to discuss the PILOT incentive procedure as it relates to the Applicant's Project.
2. The Applicant shall file its Application and all documentation pertaining to the Application with the Board no less than 14 days prior to a scheduled meeting regarding the proposed PILOT. The following information must accompany the Application unless waived by the Board.
 - a. Financial Statements - preferably audited statements, at least statements reviewed by CPA
 - b. Phase I Environmental Audit Addressed to the Board or equivalent
3. Based upon the Application, the Board will determine whether to give preliminary approval for a PILOT incentive. If preliminary approval is given, the Board's counsel will prepare the form of Lease Agreement and negotiate the form of such Lease Agreement with the Applicant's designated representative.
4. If the Applicant and the Board's counsel agree on the proposed form of a Lease Agreement, such Lease Agreement shall be submitted to the Board for its approval. If the Applicant's matter is to be considered at a meeting of the Board, a representative of the Applicant should attend such meeting.
5. Upon Board approval of the Lease Agreement, a date for the closing can be scheduled immediately. The following documents are typically the minimum required at closing:
 - a. Lease Agreement
 - b. Special Warranty Deed (if real property is involved)
 - c. List of Encumbrances on the Property
 - d. Bill of Sale (if personal property is involved and has been acquired)

If the Project involves an existing facility, additional documentation may be required. All closing fees must be paid at the time of execution of the Lease Agreement. Only a certified or cashier's check or other collected funds will be accepted.

6. Upon closing, appropriate documentation will be filed with the County Register's Office. Originals of all documents will be held by the Board or its counsel. The Board's counsel will file a copy of the Lease Agreement with the County Mayor of Greene County and the Mayor of the Town of Greeneville and with the State Comptroller's office at the following address:

The Office of the Comptroller
Division of Property Assessment
501 Deaderick Street
Suite 1400 (EDA Compliance)
Nashville, Tennessee 37243-0277

7. In accordance with these Policies and Procedure, Applicants will be required to file annual compliance reports with the Board.
8. Tenn. Code Ann. §7-53-305 requires the lessee under each Lease Agreement to file with the State Board of Equalization before October 1st of each year an annual report containing a list of all the real and tangible personal property owned by the Board subject to the Lease Agreement; the value of each listed property as estimated by the lessee of property; the date and term of the lease for each listed property; the amount of payments made in lieu of property taxes for each listed property; the date each listed property is scheduled to return to the regular tax rolls; and a calculation of the taxes which would have been due for each listed property if the properties were privately owned or otherwise subject to taxation. Each Applicant will be responsible for the timely completion and filing of such reports with respect to its Project, and failure to timely complete and file the report may subject such Applicant to the penalties set forth in the Act. The Board requires that each Applicant submit a copy of each such report to the Board for inclusion in the Project file.

10724805.1

RESOLUTION
TO ENCOURAGE THE STATE LEGISLATURE TO ENACT HOUSE BILL
1908/SENATE BILL 1830 DURING THE 2018 LEGISLATIVE SESSION

WHEREAS, the recent closure of the Greene Valley Development Center resulted in a large increase in the growth of private sector and state operated group homes to care for former Greene Valley residents;

WHEREAS, the group homes increase the demand for the delivery of public services such as police protection, fire protection, emergency medical services, solid waste removal, access to the local school system, road maintenance, and other County services;

WHEREAS, the group homes housing these residents are considered not-for-profit by the State of Tennessee, and therefore exempt from local property taxation;

WHEREAS, the cost of the delivery of the public services to these group homes has been shifted to the remaining citizens of Greene County through their property tax and other municipal taxes;

NOW, THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative that a reappraisal program be approved as follows:

THAT, The County Legislative Body for Greene County encourages the Tennessee State Legislature to enact House Bill 1908/Senate Bill 2018 attached as Exhibit "A" to establish a payment-in-lieu of tax process to develop an equitable way for these group homes to pay for county and municipal services.

BE IT FURTHER RESOLVED, that the County Clerk forward a copy of this Resolution to our State Senator, Southerland, our State Representatives, Hawk and Faison, to the State Senate and House Leadership asking for their assistance and support of House Bill 1908/Senate Bill 1830.

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

Budget and Finance Committee
Sponsor

County Mayor

County Clerk



County Attorney

F.

EXHIBIT

" A "

<BillNo> <Sponsor>

SENATE BILL 1830

By Southerland

AN ACT to amend Tennessee Code Annotated, Title 33;
Title 67, Chapter 5 and Title 71, Chapter 5, relative
to intermediate care facilities.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-5-212, is amended by adding the following as a new subsection:

()

(1) If property being used as an intermediate care facility for individuals with intellectual disabilities (ICF/IID) is exempt from the taxes imposed by this chapter, the owners of the property shall agree to make payments in lieu of taxes to the tax jurisdictions in which they are located in an amount negotiated to cover the cost of improvements, facilities, or services rendered by the tax jurisdictions. If no amount is agreed upon, the payments shall be no less than twenty-five percent (25%) of the amount of tax that would be due if the project were not exempt.

(2) In order to prevent any county from bearing a disproportionate cost of hosting intermediate care facilities, this subsection () only applies in counties where the population of the county, according to the 2010 federal census or any subsequent federal census, divided by the number of intermediate care facilities located in the county is less than eight thousand (8,000).

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it, and shall apply to tax years beginning on or after January 1, 2019.

HOUSE BILL 1908

By Hawk

AN ACT to amend Tennessee Code Annotated, Title 33;
Title 67, Chapter 5 and Title 71, Chapter 5, relative
to intermediate care facilities.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-5-212, is amended by adding the
following as a new subsection:

()

(1) If property being used as an intermediate care facility for individuals
with intellectual disabilities (ICF/IID) is exempt from the taxes imposed by this
chapter, the owners of the property shall agree to make payments in lieu of taxes
to the tax jurisdictions in which they are located in an amount negotiated to cover
the cost of improvements, facilities, or services rendered by the tax jurisdictions.
If no amount is agreed upon, the payments shall be no less than twenty-five
percent (25%) of the amount of tax that would be due if the project were not
exempt.

(2) In order to prevent any county from bearing a disproportionate cost of
hosting intermediate care facilities, this subsection () only applies in counties
where the population of the county, according to the 2010 federal census or any
subsequent federal census, divided by the number of intermediate care facilities
located in the county is less than eight thousand (8,000).

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring
it, and shall apply to tax years beginning on or after January 1, 2019.

**RESOLUTION TO REQUIRE COUNTY BOARD OF EQUALIZATION MEMBERS
AND COUNTY BOARD HEARING OFFICERS TO COMPLETE ANNUAL
CONTINUING EDUCATION**

WHEREAS, the State of Tennessee, through its General Assembly, has mandated that the County Legislative Body shall by resolution establish a minimum of at least four (4) hours of annual training for county board of equalization members and county hearing officers and the minimum record keeping requirements related to members' certificates of attendance; and

WHEREAS, the General Assembly, in passing Chapter 13 of the Public Acts of 2017, amended *Tennessee Code Annotated* § 67-5-403(e) to provide that such mandatory training shall be a condition of appointment or continued service; and

WHEREAS, the General Assembly, in passing Chapter 13 of the Public Acts of 2017, amended *Tennessee Code Annotated* § 67-5-403(e) to provide that mandatory annual continuing education and training is only required to the extent that such education and training is provided by the Comptroller of the Treasury free of charge.

NOW, THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative that a mandatory annual continuing education and training be adopted as outlined below:

SECTION 1. As a condition of appointment or continued service, county board of equalization members and county hearing officers shall complete a minimum of four (4) hours of annual training to include board governance, open meetings requirements, and other topics reasonably related to the duties of the members of the county board of equalization, as provided by the Comptroller of the Treasury.

SECTION 2. Members' certificates of attendance shall be turned over to the Assessor of Property for preservation for a period of at least three (3) years.

SECTION 3. This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

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

James (Buddy) Randolph
Sponsor

County Mayor

County Clerk


County Attorney

G.

RESOLUTION B4 1955

RESOLUTION AUTHORIZING A CONTINUOUS FIVE (5) YEAR REAPPRAISAL CYCLE

WHEREAS, Tennessee Code Annotated Section 67-5-1601 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes, and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period followed by revaluation of all such property in the year following completion of the review period and includes a current value updating during the third year of the review cycle and sales ratio studies during the second and fifth years of the review cycle, and

WHEREAS, Chapter 318 of the 1997 Public Acts provides upon the approval of the assessor and upon the adoption by majority approval vote of the county legislative body, the reappraisal program may be completed by a continuous five (5) year cycle comprised of an on-site review of each real property over a four (4) year period followed by revaluation of all such property in the year following completion of the review period, and

WHEREAS, the county legislative body of Greene County understands that by approving such a five (5) year reappraisal cycle, a sales ratio study will be conducted during the second and fourth years of the review cycle and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization;

NOW, THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative that a reappraisal program for Greene County be approved as follows:

PURSUANT to Tennessee Code Annotated Section 67-5-1601, as amended by Chapter 318 of the 1997 Public Acts, reappraisal shall be accomplished in Greene County by a continuous five (5) year cycle beginning July 1, 2018, comprised of an on-site review of each parcel of real property over a four (4) year period followed by revaluation of all such property for tax year 2023.

Budget and Finance Committee
Sponsor

County Clerk

County Mayor

Roger A. Woolsey
County Attorney

H.

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

RESOLUTION
TO ALLOCATE \$12,500.00 FROM FUND 101 TO FUND A MATCHING GRANT TO
PURCHASE HANDICAP ACCESSIBLE POLAYGROUND EQUIPMENT

WHEREAS, the Town of Greeneville has applied for a grant to construct and install handicap accessible playground equipment at Hardin Park and;

WHEREAS, the project cost is \$380,000.00 with a 50/50 matching grant requiring the local applicant, the Town of Greeneville to fund \$190,000.00 and;

WHEREAS, the proposed handicap accessible playground will be open, available and utilized by all citizens of Greene County;

WHEREAS, in order to assist and provide funding for the local match, it would appear to be in the best interests and general welfare of the citizens of Greene County for the County to allocate and expend \$12,500 from fund 101.

NOW, THEREFORE BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 20th day of February, 2018, a quorum being present and a majority voting in the affirmative that \$12,500 from fund 101 be allocated and paid to the Town of Greeneville to provide part of the local match to secure the grant to construct and install handicap accessible equipment at Hardin Park.

Budget and Finance

Sponsor

County Mayor

County Clerk

County Attorney

Roger A Woolsey

I

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

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTION GRANT FY
2018-2019 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING
THE ACCEPTANCE OF SAID GRANT**

WHEREAS, the Greene County Mayor's Office intends to apply for the aforementioned grant, during the 2018-2019 fiscal year, from the Tennessee Department of Transportation; 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 the County Mayor's Office is authorized to apply on behalf of Greene County for a litter and trash collection grant from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, then the County Mayor's Office is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the litter and trash collecting grant by Greene County.

The County Legislative Body meeting in regular session on Tuesday, February 20th, 2018, a quorum being present and a majority voting in the affirmative hereby approves this resolution.

County Mayor

County Clerk

The Budget & Finance Co.
Sponsors



County Attorney

J.

GREENE COUNTY
LITTER GRANT PROGRAM ROADSIDE COLLECTION WORK PLAN FOR 2018-2019

Greene County has now been involved in the Tennessee Department of Transportation Litter and Trash Collection Grant program almost since its beginning and we have proven time after time that this program is an opportunity that we need to actually accomplish addressing the need for Trash Collection in our County. In Greene County, participation in the program extends from trash pick-up along highways and County roads to more and more emphasis on education of school age children and adults alike. We are now looking at ways to prevent litter problems as well as how to deal with the problem of what to do with trash in our growing population.

We are very proud of the work that is accomplished by our crews. Enforcement of litter laws is a very important part of our attempt to eradicate as much of the littering problem as we possibly can. At this time we have no litter enforcement officer, but our crew supervisors are acting as officers in some capacities. They have cleaned up many illegal dumpsites this year so far. We will do our best to continue this vigorous attempt to persuade our citizens that it is certainly illegal to litter and more importantly that it is vital to everyone's health and well-being that litter be stopped.

Plans for use of our TDOT grant funds include use of County inmates to collect trash along County roadways. One person will be employed as a full-time employee with funds from the grant to guard and escort the prisoners under work detail and one person will be used part-time to supervise. One person is employed with funds from the Sheriff's Dept. to do the same. The Greene County Sheriff will continue to be in charge of the litter pickup and the Supervisor for the litter crew. The Supervisor will answer directly to the Sheriff for scheduling routes for pickup and direction in operation of the crews. We find that this arrangement has improved the time spent picking up litter each week and the amount of litter being collected. Since prisoners are used, this direct connection with the Sheriff and Jail improves communications and the availability of prisoners to work on the crews.

The County is helping support the Litter Pickup and Education program in ways such as the Sheriff's Department using his budget to help maintain our Litter Crew vehicles. He provides all of the needed fuel as well as parts, repairs, and maintenance on our vehicles. He also provides uniforms for the supervisors/guards and some of the pickup supplies for the crews. He is at present funding a second supervisor for a second road crew.

Greene County has seven County Commission Districts outside the corporate limits of Greene County in which litter will be collected. We have approximately 1,300 County road miles not including state highways. It will be our policy that litter and trash collection will take place with Supervisors overseeing crews made up of County Jail Inmates at least five days per week/eight hours per day. A schedule is followed so that all parts of the county are covered. This schedule will continue during all months as long as the weather permits. Our crews work with the State of Tennessee Highway crews one day per week in picking up litter along State highways. Litter picked up daily will be transported to the nearest convenience centers and later will be moved to a landfill. Recyclable items are placed in recycling bins at the convenience centers. Greene County recycles all items that we are able, depending on the market for the items. We now have year-round recycling for batteries and used oil. We also accept e-waste year-round at our Convenience Centers for resell to recycling companies. Used antifreeze and dried out paint is now accepted for recycling. Clean up of illegal dumpsites and litter enforcement will be shown on the Monthly Progress Report.

Greene County owns vehicles that are used for transportation of prisoners and also serve as collection vehicles. Safety measures and instructions will be used in the prevention of accidents. The vehicles are equipped with flashing lights and have an identifying slogan on the sides. A first aid kit will be available with the guards. Prisoners will use adequate colored safety vests at all times when picking up along roadways.

Records on crew numbers, volume of litter collected, amount of recycled materials, numbers of roads cleaned and other information as requested by the State of Tennessee will be kept by the supervisors and reported to the County Budget's office monthly.

As in the past, the Greeneville/Greene County Keep Greene Beautiful Coordinator will act as our Litter Grant Education Program Coordinator and will help us in operating the Educational Phase of the Grant through Business, Media, Public, Government and Student Education. Funding for the Education portion of this year's grant will be used to pay a portion of the Education Coordinator's salary for her time spent fulfilling the Education portion of our grant. The Litter Education Coordinator will report requested information to the County Budget's office monthly. The County Budget's office will compile all information as requested by the State of Tennessee and report to the State on a monthly basis.

Greene County Litter Grant Program Litter Prevention Education Plan of Work for 2018-2019

As in past years, Greene County employs the Greene County Keep Greene Beautiful Coordinator to act as our Litter Grant Education Program Coordinator. The Coordinator is charged with the responsibility of operating the Educational Phase of the Grant through Business, Media, Public, and Student Education on Litter Prevention and Recycling. The Coordinator will be paid the total amount allocated for education from this year's grant and this amount is to be used toward paying for the portion of her time spent in fulfilling her obligations for the Litter Grant Program. The Tennessee Department of Transportation and Greene County will be used as sponsors in the articles and newsletters concerning the Litter Grant Program. The Litter Grant Education Coordinator will file a monthly report along with a time sheet to the County Mayor's Office showing all hours worked and activities performed for the program. Each year we hope to find new and innovative ways to expand our outreach to the public, so that more emphasis can be put on litter prevention and recycling. We are making our surroundings more beautiful, clean and healthy and teaching generations to come how they can continue this way of life.

Student Education

Some activities used in Student Education are a conservation camp, trash to treasure contest (to educate on how and what can be recycled), and use of hands-on play-acting with "Humphrey" the raccoon to teach children how and why we need litter prevention and recycling. Stormwater presentations are given to teach kids the effects littering has on our community. Some teachers' sessions are held with local teachers to pass along ideas and materials to use in classrooms to promote recycling and litter prevention.

Business/Industry Education

Various activities are used to reach a wide portion of our community in communicating our goal of educating all of our citizens in litter prevention and recycling. Business and Industry are important role models in the community in emphasizing the importance of our program. Several businesses participate throughout the year in litter removal projects as well as to support and promote the activities of the TDOT Litter Program and several industries have increased their recycling efforts.

Public Education

Public events will be used during the year as opportunities to hand out litter prevention information and litter bags, etc. Opportunities are provided for citizens of our county to participate in litter pick up along roads and highways in our community. Additional programs and events primarily directed to the public include the Telephone Book Recycling Contest. Litter-free events are also held throughout the year.

Media Education

We are continually working to provide a better media approach to communicate our mission to teachers, students, government officials and the community as a whole. Public service announcements are recorded regarding events and general litter education facts. Numerous articles are in the local paper and on the radio to educate citizens on recycling and litter prevention.

ATTACHMENT 1
GRANT BUDGET
Grant Budget Page 1

GRANTEE:	COUNTY OF GREENE			
PROGRAM AREA:	TDOT LITTER GRANT PROGRAM			
THE LINE-ITEMS AND AMOUNTS BELOW ARE APPLICABLE <u>ONLY</u> TO EXPENSE INCURRED IN THE PERIOD				
BEGINNING:	JULY 1, 2018		ENDING:	JUNE 30, 2019
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY * (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	\$48,020.00	0.00	\$48,020.00
4, 15	Professional Fee/ Grant & Award (detail attached)	0.00	0.00	0.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	\$0.00	0.00	
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel EDUCATION (detail attached)	\$20,580.00	0.00	\$20,580.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$0.00	0.00	\$68,600
<p>* Refer to Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies</i>, Appendix A for the definition of each expense object line-item. Policy 03 is posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf.</p>				

ATTACHMENT 1 CONTINUED
 GRANT BUDGET LINE-ITEM DETAIL INFORMATION
 Grant Budget Page 2

LINE-ITEM NAME OTHER NON-PERSONNEL	AMOUNT
EDUCATIONAL EXPENSES TO BE DETERMINED THROUGHOUT THE GRANT PERIOD, TO INCLUDE STUDENT EDUCATION, PUBLIC EDUCATION, MEDIA EDUCATION, BUSINESS EDUCATION AND GOVERNMENT EDUCATION.	\$20,580.00
TOTAL	\$20,580.00

**A RESOLUTION BY THE GREENE COUNTY LEGISLATIVE BODY TO
APPROPRIATE UP TO \$35,000 OF THE 2011 FEMA REIMBURSEMENT FUNDS FOR
COMMUNICATION EQUIPMENT FOR BUILDING & ZONING, ANIMAL CONTROL,
AND SOLID WASTE FOR THE FYE JUNE 30, 2018**

WHEREAS, Greene County needs to replace communication equipment that is no longer supported by the original vendor; and

WHEREAS, Greene County desires to purchase equipment from Land Air Total Communications on State contract using a portion of the \$131,244 reimbursed to Greene County from FEMA for the 2011 tornado disaster; and

WHEREAS, Greene County requests that the equipment and installation be paid from Fund #171 – Capital Projects; and

WHEREAS, Greene County requests to expend these funds during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the Capital Projects Fund - #171 budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	35,000
	Total Increase in Budgeted Unassigned Fund Balance	\$	35,000

INCREASE IN BUDGETED APPROPRIATIONS

91190	Other General Government Projects		
708	Communication Equipment	\$	35,000
	Total Increase in Budgeted Appropriations	\$	35,000

County Mayor

Budget & Finance Committee
Sponsor

County Clerk

County Attorney

Roger A. Woolsey
K.

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY AUTHORIZING
THE APPROPRIATION OF \$525.00 FROM THE GENERAL FUND UNASSIGNED
BALANCE TO DISTRIBUTE INFORMATION TO THE CITIZENS OF GREENE
COUNTY REGARDING THE NEW REVERSE 911 SYSTEM**

WHEREAS, Greene County 911 has implemented a County-wide Reverse 911 System to keep citizens who live and work in Greene County aware of emergencies, including, but not limited to, local emergencies, environmental hazards, amber alerts, severe weather, and other threats; and

WHEREAS, the Greene County Commission seeks to provide its citizens with the most thorough information necessary to enroll in this service; and

WHEREAS, Greeneville Light & Power System has provided a quote, not to exceed \$525.00 (based on 26,097 residential customers x \$0.02 per bill) from their billing contractor to insert the attached informational flyer in an upcoming utility bill;

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

DECREASE GENERAL FUND BUDGET

General Fund Unassigned Balance	<u>\$ 525.00</u>
Total Decrease in General Fund Budget	<u>\$ 525.00</u>

INCREASE BUDGETED APPROPRIATION

91190 Other General Government Projects	
302 Advertising	<u>\$ 525.00</u>
Total Increase in Appropriation	<u>\$ 525.00</u>

NOW, THEREFORE, BE IT RESOLVED that the Greene County Commission, meeting in session on the 20th day of February, 2018, a quorum being present and a majority voting in the affirmative requests that the General Fund budget be amended as indicated above.

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This request shall take effect upon passage, the public welfare requiring it.

County Mayor

Brad Peters

Sponsor

County Clerk

County Attorney

Roger A Woolsey

BE PREPARED WHEN DISASTER STRIKES

Get weather and community alerts on your phone or email

Greene County 911 is pleased to announce they have implemented an Emergency Notification System by *Hyper-Reach*, to help warn citizens about local emergencies, hazards, amber alerts, severe weather & other threats. *Hyper-Reach* is a state of the art mass-emergency notification system and provides rapid notifications via telephone calls, text messages, emails and TTY/TDD service.

Everyone living or working in Greene County is encouraged to enroll for free by any of the following:

Via Internet: <http://hper-reach.com/tngreenesignup.html>

Via phone: Call 423-588-1161 and follow the prompts

Via cell phone: Text "GreeneCoAlerts" to 828-201-3877

Notifications will include instructions on what to do to protect yourself in case of an emergency.

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

A RESOLUTION REQUESTING THAT THE TENNESSEE GENERAL ASSEMBLY AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION, RESPECTIVELY, UTILIZE FUNDING FROM THE "IMPROVE" ACT TO PERFORM SAFETY IMPROVEMENTS ON VARIOUS STATE HIGHWAYS IN GREENE COUNTY, INCLUDING ANDREW JOHNSON HIGHWAY (U.S. 11-E, S.R. 34) AND ASHEVILLE HIGHWAY (S.R. 70S)

WHEREAS, in 2017 the Tennessee General Assembly passed the "Improving Manufacturing, Public Roads and Opportunities for a Vibrant Economy (IMPROVE) Act", also known as the "2017 Tax Cut Act."; and

WHEREAS, Section 67-3-912 of the IMPROVE Act (Use of Funds Generated by 2017 Increases), provides funding for a project in Greene County commonly known as the "Greeneville Bypass"; and

WHEREAS, the "Greeneville Bypass" has an 'estimated completion cost of \$166,200,000.00; and

WHEREAS, in 2006 the Environment and Planning Divisions of the Tennessee Department of Transportation, respectively, prepared a Transportation Planning Report (TPR) to study and recommend safety and functional improvements to the Andrew Johnson Highway (U.S. 11-E, S.R. 34) in Greeneville, the options of which included signal system upgrades, widening of the existing alignment, and a new alignment to the north of Greeneville; and

WHEREAS, the TPR estimated the cost to widen the existing alignment of S.R. 34 to be \$97,506,000.00; and

WHEREAS, on 12/5/17 the Town of Greeneville and the Tennessee Department of Transportation executed a contract for upgrades to the existing traffic signal system on Andrew Johnson Highway (US-11E, S.R. 34) in Greeneville and Tusculum, respectively (PIN 126589.00, Federal Project No. STP-M-34(115)); and

WHEREAS, the Asheville Highway (S.R. 70S) is a functionally classified minor collector state highway in Greene County; and

WHEREAS, the Asheville Highway has, in various locations, been the site of numerous fatal and incapacitating automobile accidents; and

WHEREAS, the Greene County Legislative Body considers the safety of its citizens and those visiting our County to be of the utmost importance; and

WHEREAS, the Mayors of Greene County and its four municipalities – Baileyton, Greeneville, Mosheim, and Tusculum – have prioritized "engineering and constructing safety

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improvements along existing US-11E to reduce accidents, relieve congestion, and provide better business access along the commercial corridor" to be of greater importance than a new bypass to the north of Greeneville;

NOW, THEREFORE, BE IT RESOLVED that the Greene County Legislative Body, meeting in regular session on the 20th day of February 2018, a quorum being present and a majority voting in the affirmative, requests that the Tennessee General Assembly and the Tennessee Department of Transportation, respectively, consider the following:

1. Amend the IMPROVE Act by revising the "Greeneville Bypass" project from a new alignment to the north of Greeneville, to elements of the widening option described in the 2006 TPR and utilize the cost savings from this revision to fund the improvements described below.
2. Install new traffic signals on Andrew Johnson Highway (U.S. 11-E, S.R. 34) at the intersections of Lonesome Pine Trail (S.R. 70N) and Hal Henard Road, respectively.
3. Perform safety improvements on Asheville Highway (S.R. 70S), including a continuous center left-turn lane from the intersection of Main Street (U.S. 321, S.R. 35) to the Nolichucky River and at other locations, as determined by the Department.
4. Widen the shoulders of Asheville Highway (S.R. 70S) in non-curbed sections.
5. Install turn lanes and widen shoulders on other state highways in Greene County, as determined by the Department, to improve safety.

BE IT FURTHER, RESOLVED that the County Court Clerk is directed to forward copies of this Resolution to the State Representatives and State Senator that serve Greene County, and also to the Commissioner for the Department of Transportation requesting their support for this resolution.

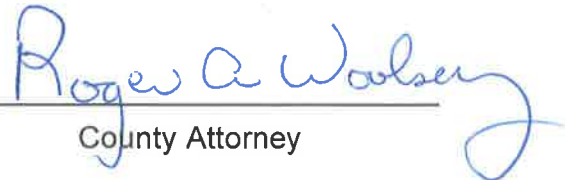
This request shall take effect upon passage, the public welfare requiring it.

Brad Peters

Sponsor

County Mayor

County Clerk



County Attorney

**A RESOLUTION TO APPROPRIATE UP TO \$2,500 TO REPLACE A SECTION OF
THE ROOF AT THE JAIL FOR THE FYE JUNE 30, 2018**

WHEREAS, the Greene County Sheriff's Department has determined that a section of the roof at the Jail needs to be replaced; and

WHEREAS, the Greene County Sheriff's Department has received a quote of roughly \$2,500 for the replacement of that section of roof at the Jail; and

WHEREAS, the Greene County Sheriff's Department requests that the replacement project of that section roof be approved and be paid from Fund #171 – Capital Projects; and

WHEREAS, the Greene County Sheriff's Department requests to expend these funds during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the Capital Projects Fund - #171 budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	2,500
	Total Increase in Budgeted Unassigned Fund Balance	\$	2,500

INCREASE IN BUDGETED APPROPRIATIONS

91190	Other General Government Projects		
707	Building Improvements	\$	2,500
	Total Increase in Budgeted Appropriations	\$	2,500

County Mayor

Budget & Finance Committee
Sponsor

County Clerk

County Attorney

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**A RESOLUTION TO APPROPRIATE UP TO \$6,050 FOR REPLACING THE HOT
WATER COIL AT THE JAIL FOR THE FYE JUNE 30, 2018**

WHEREAS, the Greene County Sheriff's Department needs to replace the hot water coil at the Jail; and

WHEREAS, the Greene County Sheriff's Department has received a quote of \$6,050 for the replacement of the hot water coil at the Jail; and

WHEREAS, the Greene County Sheriff's Department requests that the replacement of the hot water coil be paid from Fund #171 – Capital Projects; and

WHEREAS, the Greene County Sheriff's Department requests to expend these funds during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the Capital Projects Fund - #171 budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	6,050
	Total Increase in Budgeted Unassigned Fund Balance	\$	6,050

INCREASE IN BUDGETED APPROPRIATIONS

91190	Other General Government Projects		
712	Heating and Air Conditioning Equipment	\$	6,050
	Total Increase in Budgeted Appropriations	\$	6,050

County Mayor

Budget & Finance Committee
Sponsor

County Clerk



County Attorney



Jan. 25. 2018 1:50PM

No. 0985 P. 2



2503 WEST BEAVER CREEK DRIVE
POWELL, TENNESSEE 37849
PHONE (865) 859-9082
FAX (865) 859-9110

January 26, 2018

Greene County Purchasing
111 Union Street
Greeneville, TN 37744
Fax: (423) 798-1702

Reference: Green County Jail, 116 East Depot Street #200

Please find for your review our proposal to replace your damaged hot water coil serving Trane m/n LPCAB30D1E0 s/n T05C13154. This quote includes re-insulating any piping we disturb.

The total price shall be \$6,050.00
Six Thousand Fifty Dollars and 00/100

AUTHORIZED SIGNATURE


John Butler, Vice President

ACCEPTANCE OF PROPOSAL:

AUTHORIZED SIGNATURE _____

TERMS: NET 30 DAYS OR PROGRESSIVE MONTHLY BILLING IF OVER \$5,000.00. NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE COMPLETED ONLY UPON WRITTEN CONSENT OF THE CUSTOMER AND WILL BECOME AN EXTRA CHARGE ABOVE THE ESTIMATED COST. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. CUSTOMER WILL CARRY FIRE, TORNADO, AND OTHER NECESSARY PROPERTY INSURANCE. WORKMAN'S COMPENSATION INSURANCE COVERS OUR WORKERS. ANY CONFLICT BETWEEN THIS AGREEMENT AND STATE OR LOCAL LAW MAKES THIS AGREEMENT NULL AND VOID.

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO
APPROPRIATE \$43,480 TO THE SHERIFF'S DEPARTMENT FOR FUNDS
RECEIVED FROM VARIOUS SOURCES FOR FYE JUNE 30, 2018**

WHEREAS, the Greene County Sheriff's Department received proceeds from the sale of surplus vehicles in the amount of \$7,173 and;

WHEREAS, the Greene County Sheriff's Department received reimbursements totaling \$5,764 from insurance claims related to traffic accidents and water damage to a copier and;

WHEREAS, the Greene County Sheriff's Department received a donation in the amount of \$400 to purchase child safety seats and;

WHEREAS, the Greene County Sheriff's Department received proceeds totaling \$1,553 from the sale of recycled materials and;

WHEREAS, the Greene County Sheriff's Department received proceeds from the sale of confiscated and seized firearms in the amount of \$27,674 and;

WHEREAS, the Greene County Sheriff's Department received equitable sharing funds from the IRS/Treasury Department in the amount of \$916 from the federal prosecution that must be spent for law enforcement purposes and;

WHEREAS, the Greene County Sheriff's Department wishes to expend these funds during the current fiscal year and;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the budget be amended as follows:



**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO
APPROPRIATE \$43,480 TO THE SHERIFF'S DEPARTMENT FOR FUNDS
RECEIVED FROM VARIOUS SOURCES FOR FYE JUNE 30, 2018**

INCREASE IN BUDGETED REVENUES

42910	Proceeds from Confiscated Property	\$ 28,590
44145	Sale of Recycled Material	1,553
44530	Sale of Equipment	7,173
48610	Donations	400
49700	Insurance Recovery	5,764
Total Increase in Budgeted Revenues		<u>\$ 43,480</u>

INCREASE IN APPROPRIATIONS

54110 SHERIFF'S DEPARTMENT		
316	Contributions	\$ 400
338	Maint. & Repair Services - Vehicles	3,300
716	Law Enforcement Equipment	30,143
Increase in Budgeted Appropriations for Sheriff's Department		<u>\$ 33,843</u>

54210 JAIL		
337	Maint. & Repair Office Equipment	\$ 1,000
351	Rentals	1,464
Increase in Budgeted Appropriations for Jail		<u>\$ 2,464</u>

54120 SPECIAL PATROLS		
718	Motor Vehicles	\$ 7,173
Increase in Budgeted Appropriations for the Special Patrols		<u>\$ 7,173</u>

Total Increase in Budgeted Appropriations		<u>\$ 43,480</u>
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County Mayor

County Clerk

Budget and Finance Committee
Sponsor



County Attorney

**A RESOLUTION TO APPROPRIATE UP TO \$10,000 TO REPAIR THE
COURTHOUSE ELEVATOR LOCATED AT 101 S. MAIN ST. FOR THE FYE JUNE 30,
2018**

WHEREAS, Greene County has determined that the Courthouse elevator, unit US149015, requires two new jack packings; and

WHEREAS, Greene County has received a quote from Thyssenkrupp to perform the required repairs; and

WHEREAS, Greene County wishes to expend these funds during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on February 20th, 2018 a quorum being present and a majority voting in the affirmative, that the General Fund - #101 budget be amended as follows:

INCREASE IN BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	10,000
	Total Increase in Budgeted Unassigned Fund Balance	\$	10,000

INCREASE IN BUDGETED APPROPRIATIONS

51800	County Buildings		
335	Maint. And Repair Service - Buildings	\$	10,000
	Total Increase in Budgeted Appropriations	\$	10,000

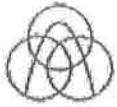
County Mayor

Budget & Finance Committee
Sponsor

County Clerk

County Attorney

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thyssenkrupp

WORK ORDER

Date: January 19, 2018

Purchaser: Greene County Annex

Location: GREENE COUNTY COURTHOUSE

Address: 204 N Cutler St Ste 202

101 S Main St

City/State/Zip: Greeneville, TN 37745-3847

Greeneville, TN 37743-5973

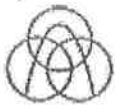
Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Nine Thousand Eight Hundred Forty Nine Dollars (\$9,849.00)** plus any applicable tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Scope of Work:

Jack Packings:

thyssenkrupp will supply the labor and material to replace the two jack packings on Unit US149015.

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



thyssenkrupp

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

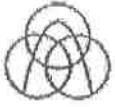
Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.



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Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

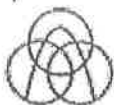
Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.



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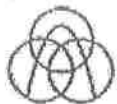
Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$4,924.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager. This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

thyssenkrupp Elevator Corporation:	Greene County Annex (PURCHASER):
<p>By: _____ (Signature of thyssenkrupp Elevator Representative)</p> <p>Jacob Wilt Account Manager Jacob.wilt@thyssenkrupp.com +1 865 4546845</p> <p>01-19-2018 _____ (Date of Submission)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Acceptance)</p>
thyssenkrupp Elevator Corporation Approval	
<p>_____ (Date of Approval)</p>	<p>_____ (Signature of Branch Representative)</p> <p>Tayler Manchester Branch Manager</p>



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**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To:

thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta, GA 31193-3004

Greene County Annex
204 N Cutler St Ste 202
Greeneville TN, 37745-3847

Date	Terms	Reference ID	Customer Reference # / PO
January 19, 2018	Immediate	ACIA-1DJP0LK	

Total Contract Price: \$9,849.00

Down Payment: (50%) \$4,924.50

Amount Due upon Acceptance: \$4,924.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 865 4546845. To make a payment by phone, please call 786-336-5270 with the reference information provided below.

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Greene County Annex
Location Name: GREENE COUNTY COURTHOUSE
Customer Number: 85819

Remit To:
thyssenkrupp Elevator Corporation
PO Box 933004
Atlanta GA 31193-3004

Reference ID:	ACIA-1DJP0LK
Remittance Amount:	\$4,924.50