

AGENDA
GREENE COUNTY LEGISLATIVE BODY
Tuesday, January 21, 2020
6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Tuesday, January 21, 2020 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

Call to Order

- *Invocation - Commissioner Dale Tucker
- *Pledge to Flag - Commissioner Clifford "Doc" Bryant
- *Roll Call

CLOSED SESSION

Public Hearing

- Gypsy Tweed

Approval of Prior Minutes

Reports

- Reports from Solid Waste Dept.
- Committee minutes
- Financial Report from Board of Education
- Highway Department County Road List

Election of Notaries

Old Business

- Employee of the Month

Resolutions

- A. A resolution to amend the Capital Projects budget to budget a state grant - The Greene County Schools Fund 177 Capital Projects
- B. A resolution to move from Fund Balance - The Greene County Schools Fund 141 General Purpose School Funds
- C. A resolution of the Greene County Legislative Body to appropriate \$52,944 to the Sheriff's Department for funds received from various sources for the fiscal year ending June 30, 2020
- D. A resolution of the Greene County Legislative Body to appropriate \$80,000 to the Greene County Solid Waste Fund #116, to purchase equipment for FYE June 30, 2020
- E. A resolution of the Greene County Legislative Body to appropriate funds to the Emergency Medical Services Department for the purchase of two ambulances and nine heart monitors for the FYE June 30, 2020
- F. A resolution to adopt the State's 457(b) plan
- G. A resolution of no consent to refugee resettlement in Greene County, Tennessee

Other Business

Adjournment

Closing Prayer - Commissioner Jason Cobble

**** Deadline for submission of resolutions for the next Commission meeting
will be February 6th at 12:00pm ****

****The next County Commission meeting will be held on Tuesday, February 18,
2020 ****

REGULAR COUNTY COMMITTEE MEETINGS

| | | | | |
|-------------------------|------------------|--|--|-------------------------------|
| JANUARY 2020 | | | | |
| WEDNESDAY, JAN 1 | HOLIDAY | ALL OFFICES CLOSED | | COURTHOUSE & ANNEX |
| MONDAY, JAN 6 | 3:30 P.M. | EDUCATION COMMITTEE | | CENTRAL SCHOOL OFFICE |
| TUESDAY, JAN 7 | 3:00 P.M. | INVESTMENT COMMITTEE | | ANNEX |
| WEDNESDAY, JAN 8 | 1:00 P.M. | BUDGET & FINANCE | | ANNEX – DOWNSTAIRS |
| THURSDAY, JAN 9 | 3:00 P.M. | EMS BOARD | | ANNEX – DOWNSTAIRS |
| FRIDAY, JAN 10 | 3:30 P.M. | PERSONNEL POLICIES COMMITTEE | | ANNEX |
| TUESDAY, JAN 14 | 9 – 11:00 A.M. | CONGRESSMAN ROE'S FIELD REPRESENTATIVE | | ANNEX |
| TUESDAY, JAN 14 | 1:00 P.M. | PLANNING | | ANNEX |
| TUESDAY, JAN 14 | 3:30 P.M. | 911 BOARD | | ANNEX |
| WEDNESDAY, JAN 15 | 3:00 P.M. | ANIMAL CONTROL | | ANNEX |
| SATURDAY, JAN 18 | HOLIDAY | CLERK'S OFFICE CLOSED | | ANNEX |
| MONDAY, JAN 20 | HOLIDAY | ALL OFFICES CLOSED | | COURTHOUSE & ANNEX |
| TUESDAY, JAN 21 | 6:00 P.M. | COUNTY COMMISSION | | COURTHOUSE |
| WEDNESDAY, JAN 22 | 8:30 A.M. | INSURANCE COMMITTEE | | ANNEX |
| THURSDAY, JAN 23 | 3:30 P.M. | CABLE FRANCHISE COMMITTEE | | ANNEX |
| TUESDAY, JAN 28 | 8:30 A.M. | ZONING APPEALS (IF NEEDED) | | ANNEX |
| FEBRUARY 2020 | | | | |
| MONDAY, FEB 3 | 3:30 P.M. | EDUCATION COMMITTEE | | CENTRAL SCHOOL OFFICE |
| TUESDAY, FEB 4 | 6:00 P.M. | HIGHWAY COMM | | HIGHWAY DEPT |
| WEDNESDAY, FEB 5 | 1:00 P.M. | BUDGET & FINANCE | | ANNEX |
| WEDNESDAY, FEB 5 | 3:30 P.M. | DEBRIS (HEALTH & SAFETY ORDINANCE) | | ANNEX |
| TUESDAY, FEB 11 | 9 – 11:00 A.M. | CONGRESSMAN ROE'S FIELD REPRESENTATIVE | | ANNEX |
| TUESDAY, FEB 11 | 1:00 P.M. | PLANNING | | ANNEX |
| TUESDAY, FEB 11 | 3:30 P.M. | 911 BOARD | | ANNEX |
| SATURDAY, FEB 15 | HOLIDAY | CLERK'S OFFICE CLOSED | | ANNEX |
| MONDAY, FEB 17 | HOLIDAY | ALL OFFICES CLOSED | | COURTHOUSE & ANNEX |
| TUESDAY, FEB 18 | 6:00 P.M. | COUNTY COMMISSION | | COURTHOUSE |
| TUESDAY, FEB 25 | 8:30 A.M. | ZONING APPEALS (IF NEEDED) | | ANNEX |
| WEDNESDAY, FEB 26 | 8:30 A.M. | INSURANCE COMMITTEE | | ANNEX |

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

GREENE COUNTY SOLID WASTE

FY 20 DAILY REPORT

| DATE DEC '19 | TONS | LOADS | BUS. | DEMO | COPPER/ BRASS | PLASTIC | O.C.C. | O.N.P. | ALUMI | BATT | USED OIL | TIRE WGT | TIRE COUNT | RADIATOR | TIN/LIGHT STEEL | FENCE W/RE | USED ANTIFREEZE |
|-----------------|---------|-------|------|-------|------------------|---------|--------|--------|-------|------|-------------|-------------|---------------|----------|--------------------|---------------|--------------------|
| 2 | 156.89 | 37 | 27 | 5.39 | | | 7740 | | | | | 6.83 | 514 | | 5720 | | |
| 3 | 59.1 | 21 | 19 | 6.54 | | 3320 | | | 1440 | | | | | | 1600 | | |
| 4 | 61.35 | 23 | 16 | 1.69 | 744 | | | | 126 | | | 1.75 | 136 | 146 | 2120 | | |
| 5 | 69.98 | 23 | 18 | 0 | | | | 21660 | | | | 1.16 | 94 | | 0 | | |
| 6 | 68.3 | 18 | 14 | 5.01 | | | | | | | | | | | 2200 | | |
| 9 | 136.26 | 34 | 23 | 3.44 | | | 6160 | | | | | 1.78 | 155 | | 6540 | | |
| 10 | 46.82 | 21 | 19 | 12.67 | | | | 3680 | | | | | | | 4140 | | |
| 11 | 47.4 | 20 | 16 | 1.53 | | | 4140 | | | | | 0.77 | 60 | | 1500 | | |
| 12 | 43.1 | 20 | 15 | 0.25 | | | | | | | | | | | 3120 | | |
| 13 | 46.6 | 21 | 15 | 5.33 | | | | | | | | | | | 1400 | | |
| 16 | 97.26 | 44 | 33 | 2.18 | | | | | | | | 3.76 | 331 | | 1340 | | |
| 17 | 82.27 | 14 | 12 | 10.26 | | | | | | | | | | | 2720 | | |
| 18 | 65.83 | 23 | 17 | 1.09 | | | | | | | 220 | 4.94 | 430 | | 1900 | | |
| 19 | 60.53 | 26 | 19 | 1.14 | | | | | | | | | | | 1440 | | |
| 20 | 63.25 | 15 | 12 | 1.62 | | | | | | | | | | | 2200 | | |
| 23 | 144.4 | 49 | 26 | 4.38 | | | 7020 | | | | | 1.89 | 164 | | 6280 | | |
| 24 | 63.65 | 14 | 13 | 11.8 | | | | | | | | | | | | | |
| 25* | | | | | | | | | | | | | | | | | |
| 26 | 90.69 | 35 | 26 | 0.57 | | 4020 | | 21220 | | | | | | | 3320 | | |
| 27 | 53.1 | 13 | 10 | 2.97 | | | | | | | | | | | 2280 | | |
| 28** | 13.13 | 1 | 1 | | | | | | | | | | | | | | |
| 30 | 205 | 28 | 20 | 5.95 | | | | | | | | 7.38 | 525 | | 6960 | | |
| 31 | 63.31 | 36 | 33 | 13.22 | | 3600 | | | 14 | | | | | | 6080 | | |
| NOV DIFF | | | | | | | | | | 1223 | 290 | | | | 51740 | 980 | |
| TOTALS | 1738.22 | 536 | 404 | 97.03 | 744 | 10940 | 25060 | 46560 | 1580 | 1223 | 740 | 30.26 | 2409 | 146 | 114600 | 980 | 0 |

* = CHRISTMAS DAY - CLOSED
 ** = SATURDAY PICKUPS/ LANDFILL

GREENE COUNTY SOLID WASTE GAS/ MILEAGE REPORT
FISCAL YEAR '20 DECEMBER

| TRUCK # | YEAR | MAKE | Beginning Mileage | Ending Mileage | Fuel/gas | Fuel/diesel | Fuel Cost | Miles Traveled | USE |
|---------------|------|-------------|-------------------|----------------|----------------|-----------------|-----------------|----------------|--------------------|
| 1 | 2019 | MACK | 33112 | 35191 | | 608.156 | 1685.81 | 2079 | FRONT LOADER |
| 2 | 2004 | MACK | 273642 | 275448 | | 433.488 | 1230 | 1806 | FRONT LOADER |
| 3 | 2013 | F-250 | 121555 | 123502 | | 172.598 | 478.43 | 1947 | DEMO/METAL |
| 4 | 1985 | IH DUMP | 269693 | 269750 | | 0 | | 57 | ROCK TRUCK |
| 5 | 2001 | F-150 | 162005 | 162232 | 16.495 | | 36.49 | 227 | CENTER MAINTENANCE |
| 6 | 1997 | F-350 | 264950 | 264950 | | 0 | 0 | 0 | OUT OF SERVICE |
| 7 | 2000 | MACK | 297852 | 298183 | | 60.121 | 167.07 | 331 | FRONT LOADER |
| 8 | 2018 | MACK | 38264 | 40210 | | 393.176 | 1103 | 1946 | FL/ RECYCLE |
| 9 | 2006 | MACK | 80750 | 80953 | | 40.219 | 111.77 | 203 | ROLL OFF |
| 12 | 2008 | F-250 4 X 4 | 143087 | 144127 | 114.489 | | 255.94 | 1040 | SUPERVISOR |
| 13 | 1984 | C-10 | 79924 | 80643 | 69.833 | | 155.19 | 719 | DIRECTOR |
| 14 | 2014 | MACK | 83678 | 85489 | | 379.101 | 1053.51 | 1811 | ROLL OFF |
| 15 | 2014 | MACK | 140357 | 140631 | | 55.618 | 154.56 | 274 | ROLL OFF |
| 16 | 2014 | MACK | 51425 | 52428 | | 195.564 | 543.47 | 1003 | ROLL OFF |
| 17 | 2014 | MACK | 91543 | 94189 | | 532.758 | 1580.03 | 2646 | ROLL OFF |
| 19 | 2007 | F-250 4 X 4 | 207271 | 207730 | 47.482 | | 106.5 | 459 | MECHANIC. MAINT. |
| 20 | 2001 | CHEVY VAN | 113243 | 113488 | 49.65 | | 112.92 | 245 | VAN INMATES |
| 21 | 2007 | MACK | 200000 | 200000 | | 96.793 | 273.57 | 0 | FRONT LOADER |
| 22 | 2001 | F-350 | 265393 | 267050 | | 141.538 | 393.45 | 1657 | DEMO/METAL |
| 23 | 2001 | MACK | 418532 | 419113 | | 106.309 | 295.43 | 581 | FRONT LOADER |
| 25 | 2003 | F-350 | 237160 | 238344 | | 105.304 | 292.52 | 1184 | DEMO/METAL |
| Shop Fuel | | | | | | 49.3 | 137 | | |
| TOTALS | | | | | 297.949 | 3370.043 | 10166.66 | 20215 | |

FL= FRONT LOADER

GREENE COUNTY SOLID WASTE

COMPACTOR TONS PER DAY

| WEEK OF 12/2/19 | 12/2/2019 | 12/3/2019 | 12/4/2019 | 12/5/2019 | 12/6/2019 | TOTAL |
|-----------------|-----------|-----------|-----------|-----------|-----------|--------|
| CENTER | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | TOTAL |
| AFTON | 23.73 | | | 8.05 | 16.23 | 48.01 |
| BAILEYTON | 7.4 | | | 5.89 | | 13.29 |
| CLEAR SPRINGS | | | 8.79 | | | 8.79 |
| CROSS ANCHOR | | 5.81 | | | 7.8 | 13.61 |
| DEBUSK | 7.51 | | | | 9.7 | 17.21 |
| GREYSTONE | 8.48 | | | 5.58 | | 14.06 |
| HAL HENARD | 15.34 | | | 9.97 | 5.92 | 31.23 |
| HORSE CREEK | 10.04 | | | 7.26 | | 17.3 |
| MCDONALD | 6.77 | | | 4.8 | | 11.57 |
| OREBANK | | | 7.74 | | | 7.74 |
| ROMEO | 8.46 | | 5.83 | | | 14.29 |
| ST. JAMES | | | 9.32 | | | 9.32 |
| SUNNYSIDE | | | 10.13 | | | 10.13 |
| WALKERTOWN | 10.19 | | 6.39 | | | 16.58 |
| WEST GREENE | 20.44 | | | 18.25 | | 38.69 |
| WEST PINES | | 5.64 | | | 6.39 | 12.03 |
| CHUCKEY-DOAK | | 7.23 | | | | 7.23 |
| MOSHEIM | | | | | | 0 |
| WEST GREENE HS | | 7.74 | | | | 7.74 |
| GRAND TOTAL | 118.36 | 26.42 | 48.2 | 59.8 | 46.04 | 298.82 |

GREENE COUNTY SOLID WASTE

COMPACTOR TONS PER DAY

| WEEK OF 12/9/19 | 12/9/2019 | 12/10/2019 | 12/11/2019 | 12/12/2019 | 12/13/2019 | TOTAL |
|-----------------|-----------|------------|------------|------------|------------|--------|
| CENTER | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | |
| AFTON | 21.06 | | | | 17.01 | 38.07 |
| BAILEYTON | 7.27 | | | 4.51 | | 11.78 |
| CLEAR SPRINGS | | | | | | 0 |
| CROSS ANCHOR | | | 6.28 | | | 6.28 |
| DEBUSK | | | 8.55 | | | 8.55 |
| GREYSTONE | | 8.8 | | | | 8.8 |
| HAL HENARD | 12.83 | | | 6.89 | 4.08 | 23.8 |
| HORSE CREEK | 9.77 | | | 6.99 | | 16.76 |
| MCDONALD | 6.05 | | | 3.3 | | 9.35 |
| OREBANK | | 5.22 | | | | 5.22 |
| ROMEO | 7.86 | | 3.9 | | | 11.76 |
| ST. JAMES | | 6.79 | | | 4.84 | 11.63 |
| SUNNYSIDE | 9.35 | | | | 6.32 | 15.67 |
| WALKERTOWN | 9.55 | | 5.42 | | | 14.97 |
| WEST GREENE | 19.51 | | | 12.82 | | 32.33 |
| WEST PINES | | | 8.35 | | | 8.35 |
| CHUCKEY-DOAK | | | | | | 0 |
| MOSHEIM | | | | | | 0 |
| WEST GREENE HS | | | | | | 0 |
| GRAND TOTAL | 103.25 | 20.81 | 32.5 | 34.51 | 32.25 | 223.32 |

GREENE COUNTY SOLID WASTE

COMPACTOR TONS PER DAY

| WEEK OF 12/16/19 | 12/16/2019 | 12/17/2019 | 12/18/2019 | 12/19/2019 | 12/20/2019 | TOTAL |
|------------------|------------|------------|------------|------------|------------|-------|
| CENTER | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | |
| AFTON | 11.29 | 7.89 | | | 19.98 | 39.16 |
| BAILEYTON | 6.36 | | | 5.08 | | 11.44 |
| CLEAR SPRINGS | | | 9.1 | | | 9.1 |
| CROSS ANCHOR | | 7.48 | | | 5.68 | 13.16 |
| DEBUSK | | | 8 | | 6.56 | 14.56 |
| GREYSTONE | 7.32 | | | 5.67 | | 12.99 |
| HAL HENARD | 6.7 | 8.7 | | 9.95 | | 25.35 |
| HORSE CREEK | 8.03 | | | 8.93 | | 16.96 |
| MCDONALD | | 7.24 | | 1.84 | | 9.08 |
| OREBANK | | | 7.71 | | | 7.71 |
| ROMEO | 7.05 | | 4.52 | | | 11.57 |
| ST. JAMES | | | 5.78 | | | 5.78 |
| SUNNYSIDE | | | 6.78 | | | 6.78 |
| WALKERTOWN | 7.31 | | 6.25 | | | 13.56 |
| WEST GREENE | 7.65 | 16.15 | | 13.22 | | 37.02 |
| WEST PINES | | 6.83 | | | 4.68 | 11.51 |
| CHUCKEY-DOAK | | | | | | 0 |
| MOSHEIM | | | | | 10.47 | 10.47 |
| WEST GREENE HS | | | | | | 0 |
| GRAND TOTAL | 61.71 | 54.29 | 48.14 | 44.69 | 47.37 | 256.2 |

GREENE COUNTY SOLID WASTE

COMPACTOR TONS PER DAY

CHRISTMAS

| WEEK OF 12/23/19 | 12/23/2019 | 12/24/2019 | 12/25/2019 | 12/26/2019 | 12/27/2019 | TOTAL | 12/28/2019 |
|------------------|------------|------------|------------|------------|------------|--------|------------|
| CENTER | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | TOTAL | SATURDAY |
| AFTON | 17.4 | | | 20.25 | 9.61 | 47.26 | |
| BAILEYTON | 6.69 | | | 4.98 | | 11.67 | 6.67 |
| CLEAR SPRINGS | | | | | | 0 | |
| CROSS ANCHOR | | | | 7.08 | | 7.08 | |
| DEBUSK | | 7.7 | | | 8.29 | 15.99 | |
| GREYSTONE | | 8.45 | | | | 8.45 | |
| HAL HENARD | 14.71 | | | 8.23 | | 22.94 | 8.48 |
| HORSE CREEK | 9.41 | | | 4.76 | | 14.17 | 8.32 |
| MCDONALD | 6.47 | | | 2.68 | | 13.33 | |
| OREBANK | | 6.52 | | | | 6.52 | |
| ROMEO | 8.69 | | | 4.57 | | 13.26 | 9.26 |
| ST. JAMES | | 7.42 | | | 6.25 | 13.67 | |
| SUNNYSIDE | 7.85 | | | | 8.58 | 16.43 | |
| WALKERTOWN | 8.18 | 7.47 | | | 1.91 | 17.56 | 8.59 |
| WEST GREENE | 20.16 | | | 14.48 | 7.55 | 42.19 | |
| WEST PINES | | | | 8.49 | | 8.49 | |
| CHUCKEY-DOAK | | | | | | 0 | |
| MOSHEIM | | | | | | 0 | |
| WEST GREENE HS | | | | | | 0 | |
| GRAND TOTAL | 99.56 | 37.56 | 0 | 75.52 | 46.37 | 300.33 | 41.32 |

GREENE COUNTY SOLID WASTE

COMPACTOR TONS PER DAY

| WEEK OF 12/30/19 | 12/30/2019 | 12/31/2019 | | | | | |
|------------------|------------|------------|-----------|----------|--------|--------|--|
| CENTER | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | TOTAL | |
| AFTON | 22.33 | | | | | 22.33 | |
| BAILEYTON | 2.53 | | | | | 2.53 | |
| CLEAR SPRINGS | 9.06 | | | | | 9.06 | |
| CROSS ANCHOR | | 8.99 | | | | 8.99 | |
| DEBUSK | | 6.61 | | | | 6.61 | |
| GREYSTONE | 8.16 | 4.55 | | | | 12.71 | |
| HAL HENARD | 11.07 | | | | | 11.07 | |
| HORSE CREEK | 6.56 | | | | | 6.56 | |
| MCDONALD | 5.99 | | | | | 5.99 | |
| OREBANK | | 8 | | | | 8 | |
| ROMEO | 4.1 | | | | | 4.1 | |
| ST. JAMES | 5.94 | | | | | 5.94 | |
| SUNNYSIDE | 6.03 | | | | | 6.03 | |
| WALKERTOWN | 7.01 | | | | | 7.01 | |
| WEST GREENE | 23.55 | | | | | 23.55 | |
| WEST PINES | | 8.7 | | | | 8.7 | |
| CHUCKEY-DOAK | | | | | | 0 | |
| MOSHEIM | | | | | | 0 | |
| WEST GREENE HS | | | | | | 0 | |
| GRAND TOTAL | 112.33 | 36.85 | 0 | 0 | 0 | 149.18 | |

GREENE COUNTY SOLID WASTE

COMPACTOR TOTALS FOR DECEMBER 2019

| | |
|----------------|---------|
| AFTON | 194.83 |
| BAILEYTON | 50.71 |
| CLEAR SPRINGS | 26.95 |
| CROSS ANCHOR | 49.12 |
| DEBUSK | 62.92 |
| GREYSTONE | 57.01 |
| HAL HENARD | 114.39 |
| HORSE CREEK | 71.75 |
| MCDONALD | 49.32 |
| OREBANK | 35.19 |
| ROMEO | 54.98 |
| ST. JAMES | 46.34 |
| SUNNYSIDE | 55.04 |
| WALKERTOWN | 69.68 |
| WEST GREENE | 173.78 |
| WEST PINES | 49.08 |
| CHUCKEY-DOAK | 7.23 |
| MOSHEIM | 10.47 |
| WEST GREENE HS | 7.74 |
| GRAND TOTAL | 1186.53 |

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 JANUARY 21, 2020 MEETING OF THE GOVERNING BODY:

| NAME | HOME ADDRESS | HOME PHONE | BUSINESS ADDRESS | BUSINESS PHONE | SURETY |
|--------------------------|--|--------------|---|----------------|--------|
| 1. JODI LEA CASH | 80 CROSSOVER DR GREENEVILLE TN 377435968 | 423-609-2724 | 301 BOHANNON AVE GREENEVILLE TN 377453416 | 423-787-2087 | |
| 2. ALYSSA BLAIR COLLINS | 110 HEATHER LN GREENEVILLE TN 377456470 | 423-620-8405 | 740 W CHURCH ST GREENEVILLE TN 377453283 | 423-787-9322 | |
| 3. LINDA J EVANS | 280 EVANS LN CHUCKEY TN 37641 | 423-329-4381 | 215 UNIVERSITY PKWY JOHNSON CITY TN 37604 | -- | |
| 4. HALEY MIRANDA HARMON | 601 BLACK OAK ST GREENEVILLE TN 37745 | 423-823-4877 | 2330 E ANDREW JOHNSON HWY GREENEVILLE TN 37745 | 423-787-7730 | |
| 5. KAYLA MICHELLE KELLER | 155 HERITAGE RD S LIMESTONE TN 376815911 | 423-620-7325 | 301 BOHANNON AVE GREENEVILLE TN 377453416 | -- | |
| 6. AUDREY SUSAN ROLLINS | 5235 HORTON HWY GREENEVILLE TN 377457810 | 423-972-1540 | 199 POTTERTOWN RD MIDWAY TN 378093213 | 423-422-4454 | |
| 7. JOHNNICA A RUNYON | 40 OLD KENTUCKY RD S GREENEVILLE TN 377438570 | 423-329-9891 | 929 APPLE ST OFC B4 GREENEVILLE TN 377454081 | -- | |
| 8. LISA VANOVER | 420 CM JONES RD GREENEVILLE TN 37745 | 423-329-8948 | 190 SERRAL DR GREENEVILLE TN 37745 | -- | |

Jodi Bryant
 SIGNATURE



CLERK OF THE COUNTY OF GREENE, TENNESSEE
 1/8/2020

DATE

**THE GREENE COUNTY SCHOOLS
FUND 177 CAPITAL PROJECTS
A RESOLUTION TO AMEND THE CAIPITAL PROJECTS BUDGET
TO BUDGET A STATE GRANT**

WHEREAS, the Greene County Schools Capital Projects Fund is amending the 2019-2020 Budget to appropriate \$273,195 for VW Diesel Settlement Environmental Mitigation Trust School Bus Replacement Grant to purchase diesel alternative buses,

THEREFORE, the following appropriations will be amended:

REVENUES

| Account Number | Description | Increase | Decrease |
|----------------|----------------------|------------|----------|
| 46990 | Other State Revenues | \$ 273,195 | \$ - |
| | | | |
| | | \$ 273,195 | \$ - |

EXPENDITURES

| Account Number | Description | Increase | Decrease |
|----------------|--------------------------|------------|----------|
| 91300 729 | Transportation Equipment | \$ 273,195 | \$ - |
| | | | |
| | | \$ 273,195 | \$ - |

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 20th day of January 2020, 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

Rog... [Signature]
County Attorney

County Clerk

A.

**THE GREENE COUNTY SCHOOLS
FUND 141 GENERAL PURPOSE SCHOOL FUNDS
A RESOLUTION TO MOVE FROM FUND BALANCE**

WHEREAS, the Greene County Schools Fund is amending the 2019-2020 Budget to move \$158,532 from fund balance to renovate Mosheim Middle School.

THEREFORE, the following appropriations will be amended:

REVENUES

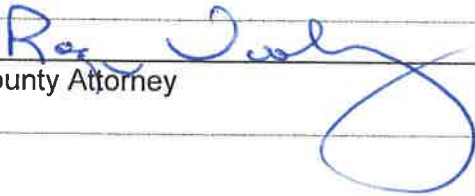
| Account Number | Description | Increase | Decrease |
|----------------|-------------------------------|------------|----------|
| 49800 | Transfer In From Fund Balance | \$ 158,532 | \$ - |
| | | | |
| | | \$ 158,532 | \$ - |

EXPENDITURES

| Account Number | Description | Increase | Decrease |
|----------------|-----------------------|------------|----------|
| 76100 707 | Building Improvements | \$ 158,532 | \$ - |
| | | | |
| | | \$ 158,532 | \$ - |

NOW, THEREFORE, BE IT RESOLVED by the Greene County Legislative Body meeting in regular session, this 20th day of January 2020, a quorum being present and a majority voting in the affirmative, that the funds be appropriated as shown above.

| | |
|--------------|---|
| County Mayor | <u>Greene County Education Committee</u> Sponsor |
|--------------|---|

| | |
|--|--------------|
|  County Attorney | County Clerk |
|--|--------------|

B.

A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO APPROPRIATE \$52,944 TO THE SHERIFF'S DEPARTMENT FOR FUNDS RECEIVED FROM VARIOUS SOURCES FOR THE FISCAL YEAR ENDING JUNE 30, 2020

- WHEREAS** The Greene County Sheriff's Department received four thousand six hundred ninety-four dollars (\$4,694) from a court settlement from Lexis Nexis for unpaid fees related to the sale of crash reports; and
- WHEREAS** the Greene County Sheriff's Department received proceeds in the amount of one hundred ninety-six dollars (\$196) from the sale of recycled materials; and
- WHEREAS** The Greene County Sheriff's Department received proceeds totaling one thousand two hundred seventy-one dollars (\$1,271) from the sale of surplus vehicles and equipment; and
- WHEREAS** The Greene County Sheriff's Department was awarded the FY 2020 THSO Network Coordinator Grant in the amount of twenty thousand dollars (\$20,000) to be used for the purchase of equipment, travel to conferences, training, and overtime; and
- WHEREAS** The Greene County Sheriff's Department was awarded the FY 2020 THSO Traffic Enforcement and Education Grant in the amount of twenty-six thousand six hundred dollars (\$26,600) to be used for the purchase of equipment, travel to conferences, training, and overtime; and
- WHEREAS** The Greene County Sheriff's Department received a reimbursement in the amount of one hundred thirty-three dollars (\$133) for the purchase of equipment parts and repairs to equipment used by the Forest Service Litter Crew; and
- WHEREAS** The Greene County Sheriff's Department received a donation in the amount of one hundred dollars (\$100) from City Glass; and
- WHEREAS** the Greene County Sheriff's Department wishes to expend these funds during the current fiscal year; and
- THEREFORE,** let the General Fund Budget – Fund #101 be amended as follows:

C.



A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO APPROPRIATE \$52,944 TO THE SHERIFF'S DEPARTMENT FOR FUNDS RECEIVED FROM VARIOUS SOURCES FOR THE FISCAL YEAR ENDING JUNE 30, 2020

INCREASE IN BUDGETED REVENUES

| | | |
|---|--------------------------------|-------------------------|
| 43190 | Other General Services Charges | \$ 4,694 |
| 44145 | Sale of Recycled Materials | 196 |
| 44530 | Sale of Equipment | 1,271 |
| 46290 | Other Public Safety Grants | 20,000 |
| 46290 | Other Public Safety Grants | 26,600 |
| 47620 | Police Service (Lake Area) | 133 |
| 48610 | Donations | 100 |
| Total Increase in Budgeted Fund Balances | | <u><u>\$ 52,994</u></u> |

INCREASE IN APPROPRIATIONS

| | | |
|---|-----------------------------|-------------------------|
| 54110 SHERIFF'S DEPARTMENT | | |
| 187 | Overtime Pay | \$ 22,000 |
| 316 | Contributions | 100 |
| 418 | Equipment & Machinery Parts | 133 |
| 355 | Travel | 6,810 |
| 451 | Uniforms | 4,694 |
| 716 | Law Enforcement Equipment | 17,986 |
| 54120 SPECIAL PATROLS | | |
| 718 | Vehicles | \$ 1,271 |
| Total Increase in Appropriations | | <u><u>\$ 52,994</u></u> |

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 21st day of January, 2020, a quorum being present and a majority voting in the affirmative, that the General Fund budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee

Sponsor



County Attorney

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO APPROPRIATE
\$80,000 TO THE GREENE COUNTY SOLID WASTE FUND - #116, TO PURCHASE
EQUIPMENT FOR FYE JUNE 30, 2020**

WHEREAS, the Greene County Solid Waste Department has determined that it would be in the best interest of the County to purchase additional equipment to aid in the efficient operation of the department; and

WHEREAS, the Greene County Solid Waste Department would like to purchase five (5) Roll Off twenty (20) cubic yard open top containers, four (4) Roll Off forty (40) cubic yard open top containers, and two (2) Compactors; and

NOW, THEREFORE, BE IT RESOLVED, by the Greene County Legislative Body meeting in regular session on this 21st day of January, 2020 a quorum being present and a majority voting in the affirmative, that the budget be amended as follows:

DECREASE IN UNASSIGNED FUND BALANCE

| | |
|--|-------------------------|
| 39000 Unassigned Fund Balance | \$ 80,000 |
| Total Decrease in Unassigned Fund Balance | <u>\$ 80,000</u> |

INCREASE IN APPROPRIATIONS

| | |
|--|-------------------------|
| 55710 SANITATION MANAGEMENT | |
| 733 Solid Waste Equipment | \$ 39,000 |
| 55732 CONVENIENCE CENTERS | |
| 733 Solid Waste Equipment | 41,000 |
| Increase in Budgeted Appropriations | <u>\$ 80,000</u> |

County Mayor

County Clerk

Budget and Finance Committee

Sponsor

Roger V. [Signature]

County Attorney

D.

A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE BODY TO APPROPRIATE FUNDS TO THE EMERGENCY MEDICAL SERVICES DEPARTMENT FOR THE PURCHASE OF TWO AMBULANCES AND NINE HEART MONITORS FOR THE FYE JUNE 30, 2020

WHEREAS, the Emergency Medical Services Department (EMS), consistent with the ambulance replacement schedule provided to the County Commission last year recommending replacement of two (2) ambulances each year, requests the funding to purchase this fiscal year's allotment; and

WHEREAS, the Emergency Medical Services Department (EMS) also requests funding to replace nine (9) heart monitors that have now reached the end of their service life and pose a safety risk if we are unable to equip an ambulance with the device and;

WHEREAS, current projections indicate that patient charges will exceed the budgeted amount and;

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Greene County, meeting in regular session this 21st day of January, 2020, a quorum being present and a majority voting in the affirmative, that the General Fund - #101 budget be amended as follows:

DECREASE IN UNASSIGNED FUND BALANCE

| | | |
|-------|--|-------------------|
| 39000 | Unassigned Fund Balance | \$ 690,000 |
| | Total Decrease in Unassigned Fund Balance | \$ 690,000 |

INCREASE IN BUDGETED APPROPRIATIONS

| | | |
|-------|---|-------------------|
| 55130 | AMBULANCE/EMERGENCY MEDICAL SERVICES | |
| 718 | Motor Vehicles | \$ 380,000 |
| 735 | Health Equipment | 310,000 |
| | Total Increase in Appropriations | \$ 690,000 |

County Mayor

County Clerk

EMS Governing Board
Sponsor

Roger Woolsey

County Attorney

E.

TENNESSEE STATE

**EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST**

- 457(b)

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

Greene County Government
[Participating Employer]

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

F.

RESOLUTION

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

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

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

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

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, Amendment Number Two signed February 8, 2012, Amendment Number Three signed February 26, 2015 and Amendment Number Four signed September 26, 2016 as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

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

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

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

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

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

f.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

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

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

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County Government

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

(1) GOVERNING AUTHORITY

Name: County Commission

Address: 204 North Cutler Street, Suite 206, Greeneville, TN 37743

Phone: 423-798-1776

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

Shelley Fillers

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

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

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

Nationwide 457

TCRS (Legacy)

B. TYPE OF ADOPTION AND EFFECTIVE DATE

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

By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

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

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

3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be February 8, 1982 **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on April 1, 2020 **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

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

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

E. ELIGIBLE EMPLOYEES.

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

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

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

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

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

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

- vi. any employee listed or otherwise described in Schedule I attached to this Agreement

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

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

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

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

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

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

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

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

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

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

The Participating Employer:

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

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

The Participating Employer shall:

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

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

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

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

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

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

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

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

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

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

- Q. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.
- R. TRANSFERS.** Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.
- A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS.
- S. UNFORESEEABLE EMERGENCY WITHDRAWALS.** In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.
- T. PARTICIPANT LOANS.** The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.
- U. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 13.02 of the Plan.
- V. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- W. DISTRIBUTIONS.** A Participant may request distributions as follows:
- I.** A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death. A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

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

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

PARTICIPATING EMPLOYER’S AUTHORIZED SIGNATORIES:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

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

By: _____
David H. Lillard, Jr.
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System
Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

Classes of Eligible Employees

Contribution Amount

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II

- 401(k) -

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

Greene County Government

[Participating Employer]

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

RESOLUTION

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall

be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to

approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Greene County Government

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

(1) GOVERNING AUTHORITY

Name: County Commission

Address: 204 North Cutler Street, Suite 206, Greeneville, TN 37743

Phone: 423-798-1776

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

Shelley Fillers

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

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

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

Nationwide 457

TCRS (Legacy)

B. TYPE OF ADOPTION AND EFFECTIVE DATE

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

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

- 1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective April 1, 2020 (insert effective date of this Agreement).

- 2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (please specify type below):
 - a. [] This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

 - b. [] Other (must specify elective provisions in this Agreement that are being changed):

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

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

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

E. ELIGIBLE EMPLOYEES.

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

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

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

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

who meets the definition in Section E.1 above.

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

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

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

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

- v. any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

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

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

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

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

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

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

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

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

- iv. any elected or appointed official

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

who meets the definition in Section E.1 above.

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

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

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

1. The Participating Employer DOES NOT elect automatic enrollment.
2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. All Employees.

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

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

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

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
 - i. will be treated as a new Employee, or
 - ii. will not be treated as a new Employee

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

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

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

will be counted under the Plan for eligibility and vesting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)*

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

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

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do*

not complete.) The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

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

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

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

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

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

W. RETIREMENT AGES AND DISABILITY DEFINITION.

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

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

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

- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.
- FF. DEEMED ROTH IRA.** The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.
- GG. DISTRIBUTIONS.** A Participant may request distributions as follows:
1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

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

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

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

a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
- ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
- iii. Any employee who is not covered by Social Security.

b. Contributions: *(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):*

- i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
- ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

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

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

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

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

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

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

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

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.
- b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below)*:
- i. are
- ii. are not

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

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole

responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.

- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

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

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

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

By: _____
David H. Lillard, Jr.

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

Date: _____



SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Greene County Government

Classes of Eligible Employees

Contribution Amount

A RESOLUTION OF NO CONSENT TO REFUGEE RESETTLEMENT IN GREENE COUNTY, TENNESSEE

WHEREAS, the President issued the Presidential Determination on the Admission of Refugees for FY2020, setting the admission cap at 18,000; and

WHEREAS, the President issued executive Order 13888, Enhancing State and Local Involvement in Refugee Resettlement which requires written consent from both the Governor and the Chief Executive Officer of the local government (County) for the initial resettlement of refugees into specific communities; and

WHEREAS, the U. S. State Department Bureau of Population, Refugees, and Migration has operationalized the consent requirement through the FY2020 Notice of Funding Opportunity for Reception and Placement Program (Funding Notice) issued on November 6, 2019; and

WHEREAS, the Funding Notice permits federally contracted refugee resettlement agencies to resettle different groups of refugees anywhere from 50 to 100 miles away from the resettlement agency offices in consenting counties such that non-consenting counties cities and town can be forced to participate in the initial resettlement of refugees; and

WHEREAS, refugee resettlement agencies maintain offices and operations in Davidson, Shelby, Hamilton, and Knox counties; and

WHEREAS, John Cooper, Mayor of Nashville and Davidson County has issued a letter of consent to U.S. Secretary Mike Pompeo and it is expected that Shelby County Mayor Lee Harris, Knox County Glen Jacobs and Hamilton County Mayor Jim Coppinger will do the same; and

WHEREAS, the U.S. State Department reports show that upon arrival refugees have previously been resettled in locations including Clarksville, Lavergne, Smyrna, Murfreesboro, Mt. Juliet, Franklin, Spring Hill, Shelbyville, Gallatin, and Johnson City; and

WHEREAS, Governor Lee by letter dated December 18, 2019, to U. S. Secretary of State Mike Pompeo “per the terms of Executive Order 13888” has consented to “initial refugee resettlement in Tennessee” with no exemption for non-consenting counties; and

WHEREAS, by letter dated December 18, 2019, to Lt. Governor Randy McNally and House Speaker Cameron Sexton Governor Lee defines his consent as “valid for one year initially” in conflict with the terms of Executive Order 13888 and the funding notice which only requires for consent for the period of time June 1, 2020 through September 30, 2020.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on this 21st day of January 2020, that Greene County does not want to be forced into participating in the federal refugee resettlement program due to either Governor Lee’s consent and/or being within the permissible placement radius of a resettlement agency office.

BE IT FURTHER RESOLVED that Greene County requests that Governor Lee retract his consent for initial resettlement in Tennessee for both the one-year period of time as stated in his letter and/or the actual consent period required by the Funding Notice.

BE IT FURTHER RESOLVED that Greene County requests that in the event Governor Lee does not retract his consent for initial refugee resettlement, that he submit a revised letter of consent to U. S. Secretary of State Mike Pompeo and to Lt. Governor Randy McNally and

Greene County Attorney

Roger A. Woolsey
204 N. Cutler Street
Greeneville, TN 37745
Phone: 423-798-1779
Fax: 423-798-1781

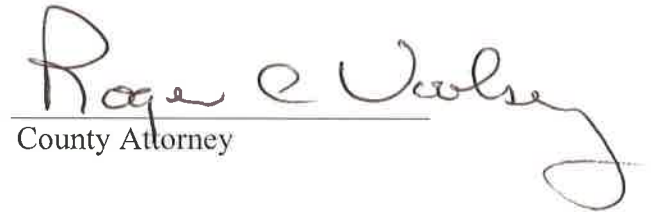
G.

House Speaker Cameron Sexton exempting non-consenting counties from forced participation in the initial resettlement of refugees in Tennessee.

BE IT FURTHER RESOLVED that Greene County requests that Governor Lee by written notice inform the resettlement agencies which maintain offices and operations in Tennessee that they may not place arriving refugees in non-consenting counties including specifically Greene County.

Jason Cobble
Sponsor

County Mayor



County Attorney

County Clerk

Greene County Attorney
Roger A. Woolsey
204 N. Cutler Street
Greeneville, TN 37745
Phone: 423-798-1779
Fax: 423-798-1781