



Rezoning Request Robert Vazquez Erwin Hwy & Moon Creek Rd

Description of Request: Rezoning request is to seek approval to rezone property from A-1 General Agriculture District to B-2 General Business District. The property owner proposes to rezone the property to B-2 zone to develop the site with a parking lot for tractor trailers.

Property Owner: Robert Vazquez
Property Address: Erwin Highway & Moon Creek Road

Tax Map: 100, **Parcel** 041.05

District: 13th

Lot Size: 1.34 ac.

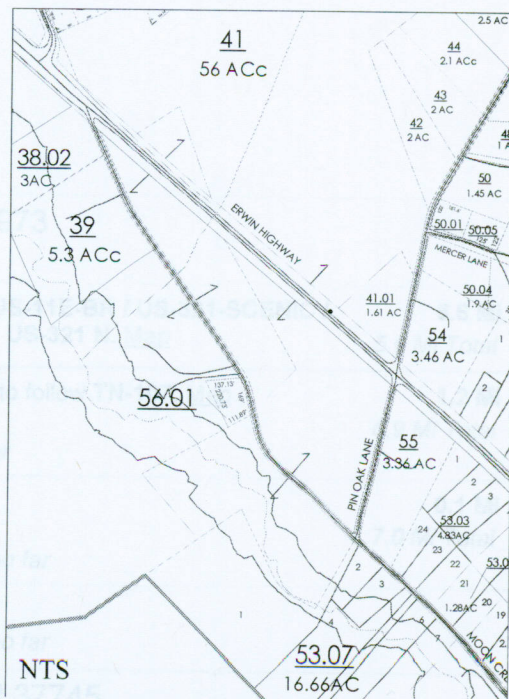
Subdivision: Glenn Shelton Property H-905

Current Zoning: A-1 General Agriculture District

Proposed Zoning: B-2 General Business District

Planning Commission: 04/09/13

Public Hearing/County Commission: 05/20/13



Staff Comments: The subject property was recently part of a Plan of Subdivision whereby the lots were reviewed and approved for residential purposes. The property lies within Tusculum's Urban Growth Boundary as per the Greene County 1101 Growth map. The immediate predominant land use is agricultural and residential. The immediate abutting zoning classifications is A-1 General Agriculture. A commercial use is nearby the subject property on the western side of Moon Creek Road and is within the city limits of Tusculum (zoned B-1 Neighborhood Business District). The B-2 zoning district permits many different uses and also permits uses from other zoning districts (see attached).

The proposed parking lot for tractor trailers would not be in character with the general vicinity and immediate vicinity land uses, which are predominantly agricultural and residential in nature; therefore staff recommends denial of the rezoning request.

N. A RESOLUTION TO APPROPRIATE THIRTY THOUSAND THREE HUNDRED EIGHTY DOLLARS TO THE GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY FOR THE FISCAL YEAR ENDING JUNE 30, 2013.

A motion was made by Commissioner Crum and seconded by Commissioner Kiker to approve a resolution to appropriate thirty thousand three hundred eighty dollars to the Greeneville Greene County Airport Authority for the fiscal year ending June 30, 2013.

Mayor Broyles then called for the Commissioners to vote on their keypads. The following vote was taken: Commissioners Bowers, Crum, Dabbs, Hensley, Holt, Kiker, King, McAmis, Moss, Rollins, Sams, Seay, and Waddell voted yes. Commissioners White, Carter, Hopson, Bird, Quillen, and Sauceman voted no. Commissioner Malone abstained. Commissioner Greenway was absent. The vote was 13 – aye; 6 – nay; 1 – abstain; 1 – absent. The Commissioners voted in favor of the motion to approve the resolution.

**RESOLUTION TO APPROPRIATE THIRTY THOUSAND THREE HUNDRED EIGHTY DOLLARS
TO THE GREENEVILLE GREENE COUNTY AIRPORT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2013**

WHEREAS, the Greeneville–Greene County Airport Authority is a joint venture of the Town of Greeneville, Tennessee and Greene County, Tennessee. The Authority was chartered in 1980 to develop and operate aviation facilities to service the Town and the County and is dependent upon ongoing funding from both, and

WHEREAS, the Greeneville–Greene County Airport Authority was not included in the original budget for the Greene County General Fund for the current fiscal year. The County has included the Greeneville-Greene County Airport Authority in appropriations in the past three years in the amount of \$30,380. The Town of Greeneville matches the amount appropriated by Greene County to the Greeneville–Greene County Airport Authority, and

WHEREAS, the Greeneville–Greene County Airport Authority has requested that the Authority be granted a contribution of \$30,380 from Greene County with the understanding that the Town of Greeneville will match the allocation, and

WHEREAS, after careful consideration it would be deemed appropriate for the Greene County Legislative Body to make a contribution of \$30,380 the Greeneville–Greene County Airport Authority.

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

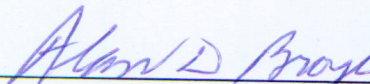

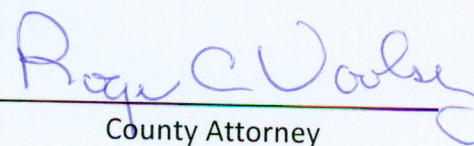
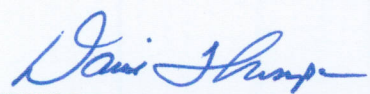
INCREASE BUDGETED FUND BALANCE

39000	Unassigned Fund Balance	\$	30,380
Total adjustment to budgeted fund balance		\$	30,380

INCREASE IN APPROPRIATIONS:

58220	Airport		
316	Contributions	\$	30,380
Total increase in appropriations		\$	30,380

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 20th day of May, 2013, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

 County Mayor		 County Attorney
 County Clerk		Budget and Finance Committee Sponsor

N.

O. A RESOLUTION OF THE GOVERNING BODY OF GREENE COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF SIX MONTH CAPITAL OUTLAY NOTES, SERIES 2013, NOT TO EXCEED \$85,302.

A motion was made by Commissioner Bowers and seconded by Commissioner Kiker to approve a resolution of the governing body of Greene County, Tennessee, authorizing the issuance, sale, and payment of six month capital outlay notes, Series 2013, not to exceed \$85,302.

Mayor Broyles then called for the Commissioners to vote on their keypads. The following vote was taken: Commissioners Bird, Bowers, Carter, Crum, Dabbs, Greenway, Hensley, Holt, Kiker, King, Malone, McAmis, Moss, Quillen, Rollins, Sams, Sauceman, Seay, Waddell and White voted yes. Commissioner Hopson abstained. Commissioner Greenway was absent. The vote was 19 – aye; 1 – abstain; 1 – absent. The Commissioners voted in favor of the motion to approve the resolution.

RESOLUTION OF THE GOVERNING BODY OF
GREENE COUNTY, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
SIX MONTH CAPITAL OUTLAY NOTES, SERIES 2013
NOT TO EXCEED \$85,302

WHEREAS, the Governing Body of Greene County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project") : purchase of one (1) eighty-four passenger school bus buses (the "Project") at a total cost of \$85,302 and an economic life of fifteen (15) years; and

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

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

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

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

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Greene County Mayor of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed eighty-five thousand three hundred two dollars (\$85,302) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "School Bus Capital Outlay Notes, Series 2013", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed four percent (4%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than six (6) months after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least 15 years.

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

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local

Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

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

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

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

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

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

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

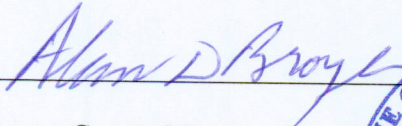

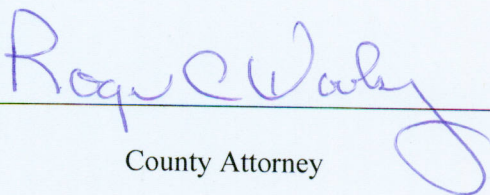
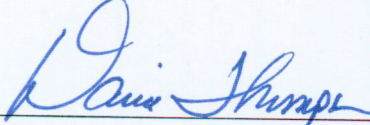
Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the

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

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

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

Duly passed and approved this twentieth day of May 2013.

 _____ County Mayor		 _____ County Attorney
		Budget and Finance Committee
		Sponsor
 _____ County Clerk		

SCHOOL BUS CAPITAL OUTLAY NOTE FORM

Registered
Note #: _____

Greene County
Of the
State of Tennessee
School Bus Capital Outlay Note,
Series 2013

Registered
\$ _____

DATED _____, 20__
INTEREST RATE _____ %
MATURITY DATE _____, 20__

Registered Owner: _____

Principal Sum: _____
\$ _____

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

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

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

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

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

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

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

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

(Mayor)

ATTESTED: _____
(County Clerk)

SEAL

ASSIGNMENT

Note No. R-_____.

Amount: \$_____.

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

(Name and address of assignee)

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

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

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

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

The meeting adjourned.