Mayor Kenneth Carey, Jr.

2 North Main Street
Crossville, TN 38555
Phone (931) 484-6165
Fax (931) 484-5374
mayorcarey@cumberlandcountytn.gov

February 4, 2016

NOTICE OF CALL FOR A CLOSED SESSION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS, CUMBERLAND COUNTY, TENNESSEE

Each of you, as members of the Cumberland County Board of Commissioners of Cumberland County, Tennessee, are hereby summoned to a closed session of the County Commission to be held in the large meeting room of the Courthouse in Crossville, Tennessee, on Tuesday, February 16, 2016 at 5:15 p.m. for the following purpose:

MAYOR KENNETH CAREY, JR., AND COUNTY ATTORNEY RANDAL BOSTON TO PRESENT UPDATES ON LEGAL ISSUES INVOLVING CUMBERLAND COUNTY, TENNESSEE

Kenneth Carey, Jr., County Mayor
Chairman Cumberland County Commission

ATTEST:

Jule Bryson, Cumberland County Clerk

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

February 5, 2016

TO: Cumberland County Commission, County Mayor, and News Media

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: February 16, 2016 Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on **Tuesday, February 16, 2016 at 6:00 o'clock P.M.** in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date.

I am looking forward to seeing you there.

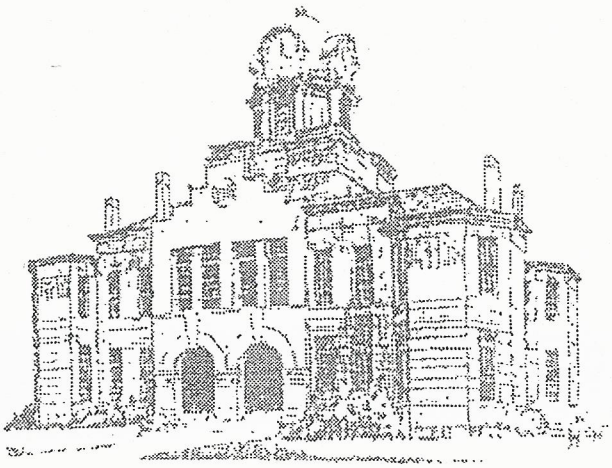
Sincerely,

Jule Bryson

Jule Bryson
Cumberland County Clerk

JB/dc

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

TUESDAY, FEBRUARY 16, 2016

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of January 19, 2016 Quarterly Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business:
9. New Business:

   RESOLUTION 02-2016-1-To extend the Cumberland County Red Cross Lease and Agreement through January 20, 2017 (Hassler)

   RESOLUTION 02-2016-2-Budget Amendment, General Purpose School Fund, National Competition Resolution, $3,000.00 (Hassler)

   RESOLUTION 02-2016-3-Budget Amendment, Central Cafeteria Fund Budget, $10,611.30 (Sabine)

   RESOLUTION 02-2016-4-Budget Amendment, General Fund, Other Public Health and Welfare, Animal Shelter, $2,280.00 (Carter)

   RESOLUTION 02-2016-5-Budget Amendment, General Fund, Sheriff, Jail/Juvenile Services, $4,000.00 (Sabine)

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

JANUARY 19, 2016

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING

Be it remembered that the Cumberland County Commission met in quarterly monthly session on Tuesday, January 19, 2016 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who invited Minister Willard Dale from the Southwest Baptist Church to give the Invocation. Commissioner Elbert Farley was asked by the Mayor to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock and the following County Commissioners:

	Tracey Scarbrough
Nancy Hyder	Tom Isham
David Hassler	Rebecca Stone
Allen Foster (absent)	David Gibson
Jack Davis	Terry Lowe
Terry Carter	Wendell Wilson
Elbert Farley	Roy Turner
Tim Claflin	Sonya Rimmer
Woody Geisler	John Kinnunen

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF DECEMBER 21, 2015 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Rimmer, second by Commissioner Claflin, moved the minutes of the December 21, 2015 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll vote of 16 ayes from the Commission present.

2. FIRST CIVIL DISTRICT CUMBERLAND COUNTY COMMISSION VACANCY:

The voting procedure established by State Law when filling a vacant seat on a County Commission was reviewed by the Mayor, after which Sue Ann York and Harry D. Sabine, the two (2) prospective First District candidates, were each afforded the opportunity to speak on their behalf before the Commission.

County Clerk Bryson called on each Commissioner to cast their verbal vote for the candidate of their choice. Harry Sabine received nine (9) votes from Commissioners Scarbrough, Hyder, Stone, Gibson, Carter, Wilson, Turner, Rimmer, and Kinnunen. Sue York received seven (7) votes from Commissioners Isham, Hassler, Davis, Lowe, Farley, Claflin, and Geisler. After County Attorney Boston validated the voting process, Harry Sabine was elected by a majority to serve as the First Civil District Cumberland County Commission Member to fill the unexpired term of Jeff Dyer until the next county wide election. Mr. Sabine was immediately sworn into office by Mayor Carey and was seated on the Commission with full voting powers.

NEW BUSINESS: THE HORIZON INITIATIVE:

Brad Allamong, Chief Executive Officer and President of the Crossville-Cumberland Chamber of Commerce and Crossville City Manager, David Rutherford were invited by the Mayor to address the Board. The two gentlemen began their presentation by explaining that a project labeled "The Horizon Initiative" was formed through a collaborative effort between Cumberland County and the Board of Education, the Cities of Crossville, Crab Orchard and Pleasant Hill along with the Chamber of Commerce in an effort to improve our community. The broad vision of "The Horizon Initiative" was to design a plan that would focus on the community's aspirations for the future which include improving education and economic outcomes and provide essential community infrastructure. The plan also sets out to involve local governments, existing agencies, and groups to determine priorities and goals for the next decade and a half and implement actions that will move the entire community toward a sustainable place to reside and create a greater future for all citizens. Mr. Rutherford indicated that after members on the Steering Committee for "The Horizon Initiative" review the plan; he would return to the March 2016 Commission Meeting to ask the Board for a formal adoption of the finalized Community Plan and Implementation Strategy.

3. RESOLUTION 01-2016-1-ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN:

On motion of Commissioner Gibson, second by Commissioner Hyder, moved to adopt resolution 01-2016-1. Mayor Carey answered questions from Commissioners about the revised Occupational Safety and Health Program Plan and specified that Emergency Management Agency (EMA) Director, Keith Garrison and Assistance EMA Director, Jill Ritzman would oversee the program plan. Before the vote was taken, Commissioner Stone suggested the meeting minutes reflect the resolution does not establish the program but amends and updates the plan in order to comply with more recent state requirements while still continuing to provide funding to administer and staff the program plan.

The motion to adopt resolution 01-2016-1, to comply with the updated Occupational Safety and Health Program Plan for county employees, carried by a roll call vote of 17 ayes from the Commission present.

4. RESOLUTION 01-2016-2-TO ACCEPT THE 2016 VERSION OF THE CUMBERLAND COUNTY ROAD LIST:

On motion of Commissioner Turner, second by Commissioner Isham, moved to adopt resolution 01-2016-2.

The motion to adopt resolution 01-2016-2, adopting the Official Cumberland County Road List for 2016 on the recommendation of the Environmental Committee, the Highway Department, and the Regional Planning Commission, carried by a roll call vote of 17 ayes from the Commission present.

5. RESOLUTION 01-2016-3-TO REQUEST THE STATE OF TENNESSEE TO INCREASE FUNDING FOR COUNTY HIGHWAY DEPARTMENTS:

On motion of Commissioner Gibson, second by Commissioner Stone, moved to adopt resolution 01-2016-3.

The motion to adopt resolution 01-2016-3, requesting Governor Bill Haslam, Senator Paul Bailey and State Representative Cameron Sexton increase the State Budget for County Highway Departments, carried by a roll call vote of 17 ayes from the Commission present.

6. RESOLUTION 01-2016-4-TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

On motion of Commissioner Stone, second by Commissioner Hyder, moved to adopt resolution 01-2016-4.

The motion to adopt resolution 01-2016-4, authorizing the County Mayor to submit an application for Community Development Block Grant Funds to the Tennessee Department of Economic and Community Development in order to provide water service to customers on Genesis Road near the county line with the required match amount for the project to be paid by the Crab Orchard Utility District, carried by a roll call vote of 17 ayes from the Commission present.

7. RESOLUTION 01-2016-5-BUDGET AMENDMENT, BOARD OF EDUCATION, SPECIAL EDUCATION FUND, $31,800.00:

On motion of Commissioner Hassler, second by Commissioner Isham, moved to adopt resolution 01-2016-5.

The motion to adopt resolution 01-2016-5, a budget amendment to reallocate funds within the Special Education budget to hire a Speech Language Teacher to replace a resigned Speech Pathologist, carried by a roll call vote of 17 ayes from the Commission present.

8. RESOLUTION 01-2016-6-BUDGET AMENDMENT, GENERAL FUND, PRESERVATION OF RECORDS, $100.00:

On motion of Commissioner Hyder, second by Commissioner Scarbrough, moved to adopt resolution 01-2016-6.

The motion to adopt resolution 01-2016-6, a budget amendment resolution for a private citizen donation to the Archives and Family Heritage Center, carried by a roll call vote of 17 ayes from the Commission present.

9. RESOLUTION 01-2016-7-BUDGET AMENDMENT, GENERAL FUND, LIBRARY, $600.00:

On motion of Commissioner Hassler, second by Commissioner Stone, moved to adopt resolution 01-2016-7.

The motion to adopt resolution 01-2016-7, a budget amendment resolution for private citizens and civic organizations donations to the Art Circle Public Library, carried by a roll call vote of 17 ayes from the Commission present.

10. RESOLUTION 01-2016-8-BUDGET AMENDMENT, GENERAL FUND, $1,284.00:

On motion of Commissioner Rimmer, second by Commissioner Geisler, moved to adopt resolution 01-2016-8.

The motion to adopt resolution 01-2016-8, a budget amendment resolution for budget overruns in various department expenditures in the General Government operations, carried by a roll call vote of 17 ayes from the Commission present.

11. RESOLUTION 01-2016-9-BUDGET AMENDMENT, GENERAL FUND, LIBRARY, $3,754.00:

On motion of Commissioner Hyder, second by Commissioner Isham, moved to adopt resolution 01-2016-9.

The motion to adopt resolution 01-2016-9, a budget amendment resolution for a donation from the Art Circle Public Library Foundation for the local match requirement for a grant received from the Tennessee Department of Library and Archives for computer technology at the Art Circle Public Library, carried by a roll call vote of 17 ayes from the Commission present.

12. RESOLUTION 01-2016-10-BUDGET AMENDMENT, GENERAL FUND, REGISTER OF DEEDS, $4,646.00:

On motion of Commissioner Gibson, second by Commissioner Claflin, moved to adopt resolution 01-2016-10.

The motion to adopt resolution 01-2016-10, a budget amendment resolution for additional funding for the conversion and indexing of microfilm to digital images in the Register of Deeds office, carried by a roll call vote of 17 ayes from the Commission present.

13. RESOLUTION 01-2016-11-BUDGET AMENDMENT, GENERAL FUND, COUNTY COMMISSION, $19,800.00:

On motion of Commissioner Rimmer, second by Commissioner Claflin, moved to adopt resolution 01-2016-11. Before the vote Chairperson Rimmer noted that after issuing a Request for Proposals for a Wage Scale and Compensation Study, the Budget Committee had chosen the Organizational Management Group from Knoxville, Tennessee to implement the study, if funded. She suggested the funding for the study be approved but instruct the Finance Committee to delay awarding the bid to the company until after Larry Russell, President of the Organizational Management Group, attends the February 2, 2016 Budget Committee Meeting to address questions. Several Board Members voiced their concerns about the expenditure of conducting the salary and compensation study and others questioned how the plan would be implemented after receiving the cost and facts resulting from the professional study.

The motion to adopt resolution 01-2016-11, a budget amendment resolution to contract for a Wage Scale and Compensation Study, carried by a roll call vote of 15 aye votes from Commissioners Sabine, Scarbrough, Hyder, Isham, Hassler, Stone, Gibson, Davis, Lowe, Carter, Wilson, Farley, Turner, Claflin, and Rimmer. Commissioners Geisler and Kinnunen voted against the adoption of resolution 01-2016-11.

14. RESOLUTION 01-2016-12-BUDGET AMENDMENT, HIGHWAY FUND, $75,060.00:

On motion of Commissioner Wilson, second by Commissioner Rimmer, moved to adopt resolution 01-2016-12.

The motion to adopt resolution 01-2016-12, a budget amendment resolution for adjustments to expenditures in the Highway Department fund, carried by a roll call vote of 17 ayes from the Commission present.

COUNTY OFFICIAL REPORTS; COUNTY MAYOR, FINANCE DIRECTOR AND COUNTY ATTORNEY:

For his report, the Mayor announced that The Apex Clean Energy Company, a wind energy production company, would soon be locating a wind farm in the Crab Orchard area and also that the manufacturer, Colinx, LLC, has plans to expand their operations in Cumberland County which may produce one hundred and fifty (150) new jobs locally. Finance Director Brock gave his report about the December 2015 revenues received from sales and use, property, and hotel/motel tax collections along with ambulance service and prisoner boarding fees. And in the County Attorney's report, Mr. Boston requested the Mayor schedule an executive session with the Board to provide them with legal updates.

15. STANDING COMMITTEES APPOINTMENT:

Commissioner Sabine moved the Commission officially appoint him to fill the vacancies on the Standing Committees previously held by former First District Commissioner Jeff Dyer. The motion to seat Commissioner Sabine on the Building and Grounds, Budget, Debt Management, and School and County Education Committees was seconded by Commissioner Scarbrough and carried by a roll call vote of 17 ayes from the Commission present.

16. ELECTION OF NOTARIES:

On motion of Commissioner Hassler, second by Commissioner Claflin, moved that Joan E. Adams, Jesse Ray Gibson, Pete L. Gordon, Samantha Nikole Hamby, Barbara A. Hassler, Anita Jones, Carolina Jones, Sharon Kerley, Toni Lott, Talana Martin, Margaret Jane Powers, Norma J. Reese, Janet M. Roberts, Malinda Stephens, Haley N. Strachn, Jackie Szaflarski, Kevin G. Tiegs, Melissa Wyatt, and Meagan Zientara are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 16 ayes from the Commission present with Commissioner Gibson abstaining from the vote.

17. ADJOURNMENT:

On motion of Commissioner Carter, second by Commissioner Turner, moved the January 19, 2016 Monthly Commission Meeting be adjourned at 7:09 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF FEBRUARY 2016.

_____

Kenneth Carey, County Mayor
Chairman, Cumberland County Commission

_____

Jule Bryson, Cumberland County Clerk

RESOLUTION NO. 02-2016-1

RESOLUTION TO EXTEND THE CUMBERLAND COUNTY RED CROSS LEASE AND AGREEMENT

WHEREAS, Cumberland County Red Cross lease and agreement with Cumberland County has expired; and

WHEREAS, Red Cross would like to renew the same lease and agreement for an additional one (1) year; and

WHEREAS, the new lease and agreement would expire January 20, 2017;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 16th day of February, 2016, extend the Cumberland County Red Cross lease and agreement for an additional one (1) year with Cumberland County.

Adopted this 16th day of February, 2016.

SPONSER:

_____
COUNTY COMMISSIONER

APPROVED:

_____
COUNTY MAYOR

ATTEST:

_____
COUNTY CLERK

PREPARED BY *RANDAL R. BOSTON*, ATTORNEY AT LAW
60 N. MAIN STREET, CROSSVILLE, TENNESSEE 38555

LEASE AND AGREEMENT

THIS LEASE ("Lease") is hereby made and entered into this _____ day of January, 2016, between **CUMBERLAND COUNTY** ("Landlord"), and **CUMBERLAND COUNTY RED CROSS** ("Tenant").

WITNESSETH:

THIS LEASE SUPERSEDES AND VOIDS ALL FORMER AGREEMENTS BETWEEN CUMBERLAND COUNTY, TENNESSEE AND CUMBERLAND COUNTY RED CROSS AND EXPLICITLY VOIDS THE LEASE AGREEMENT RECORDED IN BOOK 1346, PAGE 656, REGISTER'S OFFICE, CUMBERLAND COUNTY, TENNESSEE.

1. Premises, Term and Rent. Landlord leases to Tenant, and Tenant leases from Landlord, a part of the property described in Exhibit A attached hereto (the "Premises") Cumberland County Archives and Family History Center Building located at 106 East 2nd Street in Crossville, Cumberland County, Tennessee (the "Building"). The Premises contains **Rooms Marked #5, consisting of 240 square feet, #7 consisting of 515 square feet, #12 consisting of 208 square feet and Room #15 consisting of 500 square feet (See Attached Exhibit "A").** All of these rooms are located on the **First Floor** and Room #15 has direct access outside the building and **Red Cross agrees to allow ingress/egress for Archive Personnel** conducting their duties. The term of this Lease shall be from **January 21st, 2016** to the **January 20th, 2017**, at an annual rental of **ONE** ($1.00) Dollar, payable in annual installment of **ONE** ($1.00) Dollar each, which rental Tenant covenants to pay as and when due.

2. Appurtenances. Landlord grants to Tenant, and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of all parking spaces provided by the City of Crossville around the Building as may be needed, the non-exclusive use of common areas.

3. Tenant's Repairs and Utilities. Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling and light fixtures, as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or condemnation excepted. Landlord will keep the Building insured against damage by fire and other casualty. The Tenant will be responsible for insurance upon the contents and all personal property on the premises.

Landlord shall be responsible for the payment of electrical, natural gas, water and sewer and other utilities serving the Premises.

4. Landlord shall maintain and keep in good repair and working order the roof, exterior walls, HVAC system, electrical wiring, and plumbing system of the Building, the adjoining yard and parking lot, and all underground water and sewerage pipes. Landlord shall keep the Building insured against damage by fire and other casualty.

5. Right of Entry. Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required by Section 8 or required by Section 7 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease the same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 7, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal contract rate within TEN (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

6. Renovations and Alterations of Premises. Subject to Landlord's approval of all plans and specifications for material renovations and alterations and subject to the condition that Tenant shall allow no lien to be placed against the Premises [or the Building], Tenant shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant. All such alterations, additions, repairs, replacements and improvements made to or upon the Premises shall comply with all present and future governmental laws and regulations. No approval by Landlord of any plans or specifications for material renovations or alterations by Tenant shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

7. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner heretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as heretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement

of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

8. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

9. Use of Premises. The Premises shall be used for the purposes of the use and Benefit of the American Red Cross and other related purposes. Tenant shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of Landlord's insurance contract(s), or in a manner creating a nuisance.

10. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

Tenant agrees to provide public liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance in at least the following amount:

$300,000.00 - Combined Single Limit

11. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

12. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and

all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

13. Eminent Domain. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority and an appropriate pro rata portion of any rent paid in advance by Tenant shall be refunded.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord. After the date Tenant is required to surrender possession of the portion taken, the rental payable hereunder shall be reduced in proportion to the decrease in the fair rental value of the Premises.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord, except for such compensation as may be made for Tenant's moving or relocation expenses, Tenant's business interruption losses and for the taking of Tenant's trade fixtures, which compensation shall belong to and be the property of Tenant.

14. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason or for no reason. Consent to one assignment or subletting shall not be deemed a consent to any other. The transfer of the majority of the voting stock of Tenant if Tenant is a corporation, the transfer of a majority of the partnership interests in Tenant if Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

15. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

16. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord: Cumberland County
2 N. Main St., Suite 203

Crossville, TN 38555

Tenant: Cumberland County Red Cross
106 East 2nd Street
Crossville, TN 38555

17. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall fail to pay Landlord any rent when due, within TEN (10) days after Landlord notifies Tenant that it is unpaid.

(b) If Tenant shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein within thirty (30) days after notice by Landlord to Tenant specifying the condition to be performed or complied with; or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

In the event of any default hereunder, Landlord, at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof [as the agent of Tenant], and Tenant shall pay Landlord the difference between the rent herein reserved and imposed for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term; additionally, Landlord may also recover from Tenant any other sums (including rents) then due. Landlord may also terminate this Lease and, at its option, recover from Tenant any sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. Notwithstanding any other provision herein contained, Tenant shall be responsible for all losses (including loss of rents) and damages resulting from any default and/or termination.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of rents or for the preceding breach of covenant or conditions or for default.

Landlord may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

18. No Waiver. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant

other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

19. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.

20. Signs. Tenant shall have the right, upon Landlords approval, to erect, affix or paint signs on or about the Premises and the right at its option to remove said signs upon the termination of this Lease, it being agreed that Tenant shall repair any damage to the exterior of the Building caused by the removal of said signs.

21. Subordination. Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering [the Building or] the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant upon foreclosure of any such mortgage or deed of trust, if Tenant has not been in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring [the Building or] the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.

22. Sale of Subject Property; Right of First Refusal. N/A

23. Tenant's Option to Purchase. N/A

24. Entire Agreement. The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.

25. Successors and Assigns. Both parties agree that this Lease would become NULL and VOID upon the incapacity of either party. This Agreement **can not** be assigned by the Tenant without prior written approval of the Landlord.

26. Memorandum Lease. This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.

27. Captions. The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

28. Severability. The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

29. WARRANTIES AND REPRESENTATIONS.

a. By Cumberland County. Cumberland County warrants and represents to Red Cross the following::

i. The execution, delivery and performance of this Contract have been authorized by all necessary government action and that it has requisite right, power and authority to enter into and perform this Contract and to grant the rights pursuant to this Contract.

ii. Cumberland County is a Tennessee political subdivision under the laws of the State of Tennessee and is in good standing in the State of Tennessee;

iii. No consent of any other person or entity is required for execution by Cumberland County of this Contract and/or performance under this Contract;

iv. There is no litigation pending nor is any litigation threatened against Cumberland County relative to any of the matters which are the subject of this Contract;

v. Cumberland County is the owner of the property.

b. By Red Cross: Red Cross represents and warrants the following to Cumberland County as of the date this Contract is entered into:

i. That the execution, delivery and performance of this Contract have been authorized by all necessary corporate action and that it has requisite right, power and authority to perform this Contract and to fulfill its duties and obligations to Cumberland County pursuant to this Contract. Red Cross agrees to deliver to Cumberland County, upon execution of this Contract, certified copies of all corporate resolutions authorizing the execution, delivery and performance of this Agreement;

ii. Red Cross is a Tennessee corporation duly organized under the laws of the State of Tennessee and is in good standing in the State of Tennessee;

iii. No consent of any other person or entity is required for execution by Red Cross of this Contract and/or performance under this Agreement;

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

CUMBERLAND COUNTY, TENNESSEE	*CUMBERLAND COUNTY RED CROSS*
*By:*_____	*By:*_____
KENNETH CAREY, JR.	*MICHELLE HANKES*
Its: COUNTY MAYOR	**Its: RED CROSS**

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **KENNETH CAREY, JR., CUMBERLAND COUNTY MAYOR**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **CUMBERLAND COUNTY MAYOR,** and that he as such Mayor, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **CUMBERLAND COUNTY** by himself as such Mayor.

WITNESS *my signature and seal of office this the* _____ *day of* _____ *2016.*

(SEAL)

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **MICHELLE HANKES**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **RED CROSS,** and that he as such, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **CUMBERLAND COUNTY RED CROSS** by himself as such.

WITNESS *my signature and seal of office this the* _____ *day of* _____ *2016.*

(SEAL)

_____
NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION 02-2016-2

GENERAL PURPOSE SCHOOL FUND
NATIONAL COMPETITION RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of_____, 2016.

WHEREAS, the Cumberland County Board of Education requests the following budget amendment be approved.

WHEREAS, the Cheerleading Squad of Cumberland County High School has successfully won a bid to compete nationally in Orlando, Florida.

WHEREAS, the BOE approved $3,000 to fund travel for this National competition.

WHEREAS, the Chief Financial Officer agrees and requests these adjustments as well.

Therefore, be it resolved that this resolution be adopted by the Cumberland County Commission:

DECREASE EXPENDITURES:

141.72210.499	Regular Instruction	Other Supplies and Materials	$1,000.00
141.72320.701	Office of Director	Admin. Equipment	$1,000.00
141.72510.524	Fiscal Services	Staff Development	$1,000.00
TOTAL DECREASE			**$3,000.00**

INCREASE EXPENDITURES:

141.71400.599	Other Charges	$3,000.00
TOTAL INCREASE		**$3,000.00**

SPONSORED BY:

[signature]
COUNTY COMMISSIONER

APPROVED BY:

_____
COUNTY MAYOR
Ayes: 6 **Nays:** 0 **Abstain** 0

ATTEST:

_____
County Clerk

RESOLUTION 02-2016-3

CENTRAL CAFETERIA FUND BUDGET RESOLUTION

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2016.

WHEREAS, the Cumberland County Board of Education/School Nutrition Program requests the following budget resolution be approved for additional USDA funds designated to minimize charges incurred for storage and distribution of USDA foods from state contracted warehouses.

INCREASE REVENUE:

143-47114 Federal Reimbursement via State – Other	$10,611.30	
TOTAL INCREASE		**$10,611.30**

INCREASE EXPENDITURES:

143-73100-354 Transportation - Commodity Delivery	$10,611.30	
TOTAL INCREASE		**$10,611.30**

The Departments of Agriculture and Education receive formula based federal funds for state administrative expenses. USDA issued guidance re-interpreting "state level" administrative expenses to include storage and distribution costs paid by SFAs to state contracted warehouses. Therefore, excess funds have been issued as rebates to SFAs. The amount of excess funds available for rebates will fluctuate each year and the rebate program may or may not occur in the future depending on funding levels.

SPONSORED BY:

COUNTY COMMISSIONER

ATTEST:

COUNTY CLERK

APPROVED BY:

COUNTY MAYOR

RESOLUTION # 02-2016-4

CUMBERLAND COUNTY, TENNESSEE
General Fund

To the Cumberland County Commission meeting in regular session this 16th Day of February, 2016:

Whereas, various organizations and private citizens have donated monies to fund part of the cost associated with the operation of the Cumberland County Animal Shelter.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission.

Other Public Health & Welfare - Animal Shelter

Increase Revenue:

101-48610	Donations	$2,280.00

Increase Expenditures:

101-55900-499	Other Supplies	$2,280.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 6 Nays: 0 Abstain: 0

Resolution # 02-2016-5

Cumberland County, Tennessee

General Fund

To the Cumberland County Commission meeting in regular session this 16th day of February, 2016:

Whereas, the Cumberland County Juvenile Detention facility was recently inspected, and

Whereas, the inspector instructed that certain pieces of equipment be replaced and repairs to the building be performed, and

Whereas, the Juvenile Services budget has an appropriation specifically earmarked for payments to other governments for situations that require longer term detention of juveniles than Cumberland County's facility is certified for, and

Whereas, the Sheriff has requested these funds be transferred for the purpose of performing the equipment replacement and repairs to the juvenile facility.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

SHERIFF - JAIL/JUVENILE SERVICES

Decrease Expenditures:

101-54240-309	Juvenile - Contracts With Gov't Agencies	$4,000.00

Increase Expenditures:

101-54210-499	Jail – Other Supplies & Materials	$4,000.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 6 Nays: 0 Abstain: 0

Resolution # 01-2016-9

Cumberland County, Tennessee
General Fund

To the Cumberland County Commission meeting in regular session this 19th day of January, 2016:

Whereas, the Art Circle Public Library has applied for and received a grant from the State of Tennessee, Department of Library and Archives, and

Whereas, the grant shall provide for computer technology, and

Whereas, this is a partially State funded grant that requires matching local funds, and

Whereas, the Art Circle Public Library Foundation has agreed to donate the local match requirement.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

LIBRARY

Increase Revenue:

101-46980	Other State Grants	$ 1,877.00
101-48610	Donations	$ 1,877.00

Increase Expenditures:

101-56500-709	Data Processing Equipment	$ 3,754.00

Sponsor: Allen Foster
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

Resolution # 01-2016-10

Cumberland County, Tennessee
General Fund

To the Cumberland County Commission meeting in regular session this 19th day of January, 2016:

Whereas, the Register of Deeds has requested additional funding in the amount of $4,646.00 for the conversion and indexing of microfilm to digital images, and

Whereas, revenues are designated and reserved for the purpose of improving and maintaining technology in the Register of Deeds office.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

General Fund
Register of Deeds

Decrease:

101-34510	Restricted for Technology	$4,646.00

Increase Expenditures:

101-51600-709	Data Processing Services	$4,646.00

Sponsor: Allen Foster
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

RESOLUTION# 01-2016-11

CUMBERLAND COUNTY, TENNESSEE

GENERAL FUND

To the Cumberland County Commission meeting in regular session on this 19th day of January, 2016:

Whereas, the Cumberland County Commission has expressed an interest in contracting with a professional to perform a compensation study, and

Whereas, the Budget Committee requested the Finance Director to issue a Request for Proposals from qualified professionals to perform such a study, and

Whereas, the Budget Committee has reviewed the responses and favorably recommended funding for the study in an amount not to exceed $19,800.00, and, if funded, further recommends to the Finance Committee award of the RFP to Organizational Management Group in Knoxville, Tennessee.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

County Commission

Decrease Fund Balance:

101-39000	Unassigned Fund Balance	$19,800.00

Increase Expenditures:

101-51100-308	Consultants	$19,800.00

Sponsor: Sonya Rimmer
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 7 Nays: 0 Abstain: 0

Resolution # 01-2016-12

CUMBERLAND COUNTY, TENNESSEE

To the Cumberland County Commission meeting in regular session this 19th Day of January, 2016:

Whereas, the Fiscal Year 2015-2016 budget requires adjustments to expenditures in the Highway Department fund.

Therefore, be it resolved that the following budget amendments be adopted by the Cumberland County Commission.

Highway Fund

Decrease Fund Balance:

131-34550	Highway Fund Balance	$75,060.00

Increase Expenditures:

131-62000-169	Part-time Personnel	$40,000.00
131-62000-201	Social Security	$ 3,060.00
131-68000-790	Other Equipment	$32,000.00
Total		$75,060.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0