

Jule Bryson
Cumberland County Clerk

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

May 10, 2019

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

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: May 20, 2019 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 Monday, May 20, 2019 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.

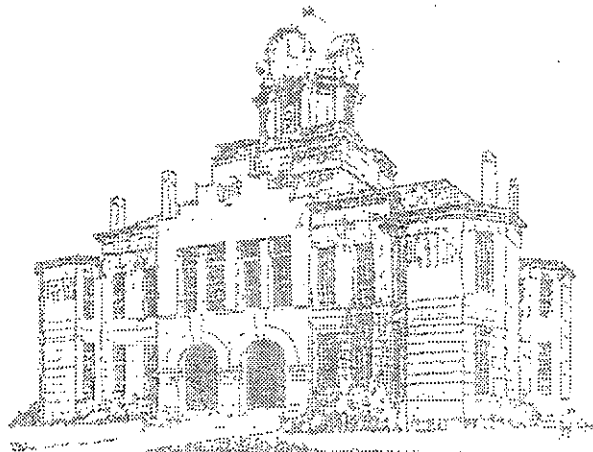
Sincerely,



Jule Bryson
Cumberland County Clerk

JB/dc

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

MONDAY, MAY 20, 2019 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. Approval of May 20, 2019 Cumberland County Commission Meeting Agenda
6. Minutes of April 15, 2019 Monthly Cumberland County Commission Meeting
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

RESOLUTION 05-2019-1-Amending Resolution Number 1205-6 clarifying the definition of "Structure" (Hyder)

RESOLUTION 05-2019-2-Amending Resolution Number 1205-6 giving the Hearing Board authority to regulate the accumulation of debris, trash, litter and garbage (Hyder)

RESOLUTION 05-2019-3-To create a Procedures Manual for the citizens of Cumberland County, Tennessee (Norris)

RESOLUTION 05-2019-4-To adopt a new lease and agreement contract between the County and the Cumberland County Fair Association (Wilson)

RESOLUTION 05-2019-5-Authorizing the Mayor of Cumberland County to sign a proposal with the Tennessee Department of Transportation for Project No. STP-28 (32), State Project No. 18008-2222-14 (Kyle Davis)

RESOLUTION 05-2019-6-For designation of the Bluebird as the Official Bird of Cumberland County (Kyle Davis)

RESOLUTION 05-2019-7-To re-appoint Herbert L. Blevins and Danny Cantwell as Judicial Commissioners for Cumberland County for terms not to exceed four (4) years commencing May 20, 2019 (Gibson)

RESOLUTION 05-2019-8-To reappoint Tom Isham and appoint Joe Koester and Craig Clark as members on the Cumberland County Health and Safety Standards Board for four (4) year terms to expire May 15, 2023 (Foster)

RESOLUTION 05-2019-9-Appointing Kathy Ivey to the Cumberland County Library Board for a first term of three years to begin July 1, 2019 and end June 30, 2022, reappointing R. Doug Scarlett to the Cumberland County Library Board for second term of three years to begin July 1, 2019 and end June 30, 2022 and reappointing J. D. Atkinson to the Falling Water River Regional Library Board for a second term of three years to begin July 1, 2019 and end June 30, 2022 (Stone)

May 20, 2019 Monthly Commission Meeting Agenda (continued)

RESOLUTION 05-2019-10-To accept offer of Charles V. Sullens to purchase property owned by Cumberland County (Hyder)

RESOLUTION 05-2019-11-To accept offer of James A. Thomas and Theresa Thomas to purchase property owned by Cumberland County (Hyder)

RESOLUTION 05-2019-12-Budget Amendment, General Fund, Fire Department, \$135.00 (Seiber)

RESOLUTION 05-2019-13-Budget Amendment, General Fund, County Mayor, \$876.00 (Hyder)

RESOLUTION 05-2019-14-Budget Amendment, General Fund, Election Commission/Voter Registration, \$1,837.00 (Seiber)

RESOLUTION 05-2019-15-Budget Amendment, General Fund, County Building, \$2,300.00 (Cooper)

RESOLUTION 05-2019-16-Budget Amendment, General Fund, County Commission, \$4,000.00 (Wilson)

RESOLUTION 05-2019-17-Budget Amendment, General Fund, Sheriff, Jail, \$12,000.00 (Patterson)

RESOLUTION 05-2019-18-Budget Amendment, General Fund, Compensation Plan Review, \$5,000.00 (Wilson)

RESOLUTION 05-2019-19-Budget Amendment, General Purpose School Fund, Additional Targeted Support and Improvement Grant, \$125,000.00 (Hyder)

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

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

MONDAY, APRIL 15, 2019

QUARTERLY MONTHLY MEETING MINUTES

Be it remembered that the Cumberland County Commission met in monthly session on Monday, April 15, 2019 at the courthouse in Crossville, Tennessee. Deputy Sheriff Shawn Mullikin called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Allen Foster who invited Commissioner Wendell Wilson to give the Invocation and members of the Young Marines were 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, Finance Director Nathan Brock, County Attorney Philip Burnett and the following County Commissioners:

Chad Norris	Sue Ann York
Kyle Davis	Nancy Hyder
Rebecca Stone (absent)	Darrell Threet
David Gibson	Charles Seiber
Jack Davis	Terry Lowe
Michael Speich	Wendell Wilson
Mark Baldwin	Jerry Cooper
Jim Blalock	Deborah Holbrook
Carl MacLeod	John Patterson

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

1. APPROVAL OF THE APRIL 15, 2019 COMMISSION MEETING AGENDA:

On motion of Commissioner Kyle Davis, second by Commissioner Hyder, moved to approve the April 15, 2019 Agenda as presented.

The motion to approve the agenda carried by voice vote from the Commission present.

2. MINUTES OF MARCH 18, 2019 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Gibson, second by Commissioner York, moved the minutes of the March 18, 2019 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 voice vote from the Commission present.

COMMENTS:

Mayor Foster announced a closed session would commence immediately following tonight's meeting between the Commission, the County Attorney and himself. Also Commissioner Wilson made known he had spoken to Josh Wilkerson, the USDA Representative in Cookeville, about the status of the grant application for a Market and Feasibility Study for a proposed multi-purpose facility in Cumberland County. He stated Mr. Wilkerson was doing the environmental study but he could not guarantee grant money for a feasibility study at this time. Since a guarantee of funding is essential before the Commission authorizes any expenditure, Commissioner Wilson wants to bring the issue back to the Budget Committee for review before the bid process begins

3. RESOLUTION 01-2019-6-(AMENDED VERSION)-TO AUTHORIZE THE RECEIPT OF PROCEEDS FROM FORFEITED PROPERTY AND DESIGNATE THE ALLOCATION OF SUCH FUNDS:

On motion of Commissioner Hyder, second by Commissioner York, moved to adopt amended resolution 01-2019-6 for the purpose to correct some Tennessee Code Annotated citations in the original resolution adopted in January 2019.

The motion to adopt resolution 01-2019-6, as amended, authorizing nine thousand twenty-eight dollars (\$9,028.00) of forfeiture currency proceeds, in addition to proceeds from the sale of real property forfeited to the State of Tennessee and sold at public auction pursuant to an order of the Criminal Court of Cumberland County, Tennessee, when received, are to be designated to the Drug Fund for law enforcement purposes, carried by a roll call vote of 17 ayes from the Commission present.

4. RESOLUTION 04-2019-1-AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FISCAL YEAR 2019-2020 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT:

On motion of Commissioner Kyle Davis, second by Commissioner Holbrook, moved to adopt resolution 04-2019-1.

The motion to adopt resolution 04-2019-1, authorizing the County Mayor to apply for a 2019-2020 Fiscal Year Litter and Trash Collecting Grant from the Tennessee Department of Transportation and should that application be approved the County Mayor is authorized to execute the necessary documents to accept the Litter and Trash Collecting Grant, carried by a roll call vote of 17 ayes from the Commission present.

5. RESOLUTION 04-2019-2-TO URGE THE GENERAL ASSEMBLY TO ADOPT AN EQUITABLE DISTRIBUTION OF LOCAL SALES TAX REVENUE FROM OUT-OF-STATE SELLERS:

On motion of Commissioner Hyder, second by Commissioner Holbrook, moved to adopt resolution 04-2019-2.

The motion to adopt resolution 04-2019-2, to urge members of the Tennessee General Assembly representing Cumberland County to work for the passage of legislation to provide for an equitable distribution of local sales tax revenue from out-of-state sellers by distributing the tax based on the destination of the purchase, carried by a voice vote from the Commission present.

6. RESOLUTION 04-2019-3-BUDGET AMENDMENT. GENERAL FUND. JAIL. \$4,500.00:

On motion of Commissioner Blalock, second by Commissioner MacLeod, moved to adopt resolution 04-2019-3.

The motion to adopt resolution 04-2019-3, a budget amendment to accept a partially funded grant from the State of Tennessee, Administrative Office of the Courts and to provide the local match funding for enhancements in court security, carried by a roll call vote of 17 ayes from the Commission present.

7. RESOLUTION 04-2019-4-BUDGET AMENDMENT. GENERAL PURPOSE SCHOOL FUND, TENNESSEE RISK MANAGEMENT SAFETY GRANT. \$4,100.00:

On motion of Commissioner Blalock, second by Commissioner Gibson, moved to adopt resolution 04-2019-4.

The motion to adopt resolution 04-2019-4, a budget amendment for a Tennessee Risk Management Safety Grant for accident prevention/safety items, carried by a roll call vote of 17 ayes from the Commission present.

8. RESOLUTION 04-2019-5-BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, READ TO BE READY SUMMER GRANT, \$90,000.00:

On motion of Commissioner Patterson, second by Commissioner Holbrook, moved to adopt resolution 04-2019-5.

The motion to adopt resolution 04-2019-5, a budget amendment for monies received from a Read to be Ready Summer Federal Grant for reading supplies, carried by a roll call vote of 17 ayes from the Commission present.

9. RESOLUTION 04-2019-6-TO APPOINT CLIFF WIGHTMAN, JOSH STONE, AMANDA ELMORE AND TRAVIS ISAACSON TO THE INDUSTRIAL DEVELOPMENT CORPORATION BOARD OF CUMBERLAND COUNTY-CROSSVILLE FOR SIX (6) YEAR TERMS TO EXPIRE APRIL 30, 2025:

On motion of Commissioner Gibson, second by Commissioner Norris, moved to adopt resolution 04-2019-6.

The motion to adopt resolution 04-2019-6, appointing Cliff Wightman, Josh Stone, Amanda Elmore and Travis Isaacson as members on the Industrial Development Corporation Board of Cumberland County-Crossville for terms to expire April 30, 2025, carried by a voice vote from the Commission present.

10. RESOLUTION 04-2019-7-TO APPOINT GARY ADAMS TO FILL AN UNEXPIRED TERM ON THE CUMBERLAND COUNTY "E-911" EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS THROUGH AUGUST 31, 2022:

On motion of Commissioner Blalock, second by Commissioner York, moved to adopt resolution 04-2019-7.

The motion to adopt resolution 04-2019-7, appointing Gary Adams to fill the unexpired term of Mike Harvel as a member on the "E-911" Emergency Communications District Board of Directors through August 31, 2022, carried by a voice vote from the Commission present.

11. RESOLUTION 04-2019-8-TO ACCEPT OFFER OF AUGUSTINE HOLDINGS, LLC TO PURCHASE PROPERTY OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Holbrook, second by Commissioner Hyder, moved to adopt resolution 04-2019-8.

The motion to adopt resolution 04-2019-8, accepting the offer of Augustine Holdings, LLC to pay three hundred fifty-eight dollars and twenty cents (\$358.20) to purchase one (1) parcel of county owned property located at Briarwood Circle, Lot 2 in Fairfield Glade, carried by a voice vote from the Commission present.

12. RESOLUTION 04-2019-9-TO ACCEPT OFFER OF MICHEAL MATTHEWS TO PURCHASE PROPERTIES OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Kyle Davis, second by Commissioner Seiber, moved to adopt resolution 04-2019-9.

The motion to adopt resolution 04-2019-9, accepting the offer of Micheal Matthews to pay one thousand forty-three dollars and ninety cents (\$1,043.90) to purchase three (3) parcels of county owned property located at 70 Skyline Drive, Lot 3, Geronimo Broken Arrow Drive, Lot 59 and Comanche Modac Circle, Lot 431 all in Fairfield Glade, carried by a voice vote from the Commission present.

COUNTY OFFICIAL REPORT: FINANCE DIRECTOR NATHAN BROCK:

In the monthly financial report Finance Director Brock detailed the March 2019 revenues the county received from Emergency Medical Service ambulance operation fees, property taxes, hotel/motel taxes and prisoner boarding. Director Brock went on to state Budget Committee Chairperson Rebecca Stone requested he update the Commission on prisoner medical expenses and the shortfall the payouts were creating in the Sheriff's Department budget. He also shared that Mrs. Stone wanted the Board to be aware the Budget Committee had full knowledge of the overages and plans to prepare a clean-up budget amendment before the end of the fiscal year. When asked by Commissioner Speich if there was any way to differentiate the medical cost for state versus county prisoners, Mr. Brock responded the Sheriff's Department was tracking the cost to determine the differences.

COUNTY ATTORNEY REPORT: PHILIP BURNETT:

County Attorney Philip Burnett informed Commissioners the county had received one new lawsuit regarding a wrongful death of an inmate that was assigned to counsel in Nashville and would be moved to Federal District Court and that depositions would begin in a few weeks for the Blackwood unlawful discharge case.

STATUTORY AND STANDING COMMITTEE REPORTS:

First, Health and Safety Standards Board Chairperson, Commissioner Hyder made it known that committee would meet on April 16, 2019 along with the County Attorney to review his definitions of building and assess the abandoned trailer situation. Secondly, Commissioner Hyder announced the Rules Committee would meet on April 17, 2019 to begin examining an approach to clearly define the functions and duties of each Commission Committee which could be shared with any interested parties.

13. ELECTION OF NOTARIES:

On motion of Commissioner Seiber, second by Commissioner Hyder, moved that Frances M. Atkins, Becky S. Bowman, Wendy S. Davis, Tammie J. French, Nancy Halmontaller, Tara L. Harris, Karen E. Howard, Jeanne S. Hyder, Harold Thompson, Linda D. Waters and Pam Winningham are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by voice vote from the Commission present.

ANNOUNCEMENT:

Mayor Foster advised those present the broadband survey was still available online for those who wished to participate.

14. ADJOURNMENT:

On motion of Commissioner Gibson, second by Commissioner Seiber, moved the April 15, 2019 Commission Meeting be adjourned at 6:27 o'clock P.M.

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

**RESOLUTION AMENDING RESOLUTION NO. 1205-6 CLARIFYING
THE DEFINITION OF "STRUCTURE"**

WHEREAS, Resolution No. 1205-6 was adopted pursuant to Tennessee Code Annotated Section 5-1-115, to establish regulatory standards for the prevention of vacant dilapidated structures within the confines of Cumberland County; and

WHEREAS, Resolution No. 1205-6 defined "Structure" only as a building intended for human habitation; and

WHEREAS, the Hearing Board has been operating for the past 14 years with the understanding that this definition would only apply to site-built buildings and not mobile homes or trailers; and

WHEREAS, the Hearing Board, having received numerous requests from Cumberland County Citizens to regulate vacant dilapidated mobile homes and trailers, finds it is in the best interest of the citizens of Cumberland County to clarify the definition of "Structure" to include structures other than site-built buildings.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Commission that Resolution No. 1205-6 be amended as follows:

1. Section II – Property Standards, subsection (a)(3), being the definition of "Structure", shall be deleted and replaced with the following:
 3. "Structure" means a vacant building intended for human occupation.
"Structure" includes a site-built building, a manufactured home, a modular home, a mobile home or a trailer so long as the weight of said structure is supported by blocks, rock, concrete or some other form of permanent foundation and is not supported by wheels.
2. This Resolution shall be effective upon passage, the public welfare requiring it.

Page 2, Resolution Amending Resolution No. 1205-6 Clarifying the Definition of
"Structure".

SPONSOR:



County Commissioner

APPROVED:

County Mayor

ATTEST:

County Clerk

RESOLUTION AMENDING RESOLUTION NO. 1205-6 GIVING THE HEARING BOARD AUTHORITY TO REGULATE THE ACCUMULATION OF DEBRIS, TRASH, LITTER AND GARBAGE

WHEREAS, Resolution No. 1205-6 was adopted pursuant to Tennessee Code Annotated Section 5-1-115, to establish regulatory standards for the prevention of vacant dilapidated structures within the confines of Cumberland County; and,

WHEREAS, in addition to regulating vacant dilapidated structures, Tennessee Code Annotated Section 5-1-115 (b) gives authority to a county government to establish standards for the prevention of the accumulation of debris, trash, litter and garbage; and,

WHEREAS, the Hearing Board has received numerous requests from Cumberland County citizens to assist in the cleanup of debris, trash, litter and garbage that has accumulated in such an amount as to endanger the health, safety or welfare of other citizens; and,

WHEREAS, the Hearing Board finds it is in the best interest of the citizens of Cumberland County to amend Resolution No. 1205-6 and give the hearing board the authority to regulate the accumulation of debris, trash, litter and garbage as contemplated and directed by Tennessee Code Annotated Section 5-1-115.

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Commission that Resolution No. 1205-6 be amended as follows:

1. By adding to SECTION II – Property Standards (a):
 4. “Accumulation of debris, trash, litter or garbage” means any one or any combination of the preceding elements in such a significant amount so as to result in at least one of the following:
 - (A) An offensive smell or odor to a neighboring property; or,
 - (B) The attraction of flies, rats, vermin or other harmful or nuisance animals; or,
 - (C) The likelihood of harmful substances polluting ground water, local streams or bodies of water; or
 - (D) An extreme nuisance or annoyance to other properties in the vicinity.

The accumulation of debris, trash, litter or garbage must be present on the property for at least 60 days to meet this definition. The accumulation of debris, trash, litter or garbage does not include the accumulation of elements or substances natural to the local environment such as timber, brush, rock or soil or the accumulation of any of these elements that are a part of a legitimate agricultural operation.

2. By deleting SECTION II – Property Standards (b)(1) and replacing said subsection with the following:
 1. It shall be a violation of these regulations for any owner of property to allow a vacant dilapidated structure or an accumulation of debris, trash, litter or garbage as defined above to remain on their property.

1. This Resolution shall be effective upon passage, the public welfare requiring it.

SPONSOR:



County Commissioner

APPROVED:

County Mayor

ATTEST:

County Clerk

A RESOLUTION TO CREATE A PROCEDURES MANUAL FOR THE CITIZENS OF CUMBERLAND COUNTY, TENNESSEE

WHEREAS, the Cumberland County Rules Committee, at a meeting held on Tuesday, April 23, 2019, voted to create a procedures manual so that all concerned citizens/parties will be aware of the proper steps to follow to make a request of the County Commission (such as a request for the use of the courthouse lawn, a request for funds for a non-profit organization, a request for an easement owned by the county to be returned to the property owner(s), a request to change the speed limit for a specific county road, purchasing delinquent tax properties, etc.), whereas these procedures will be created by each committee as needed. Let it be known that the steps in any procedures can be subject to adjustment as each committee deems necessary.

WHEREAS, these procedures shall be kept in a notebook in the mayor's office as well as posted on the county's website, and will be organized in a logical sequence with a table of contents.

WHEREAS, it shall then become the responsibility of the chair of each committee to have the committee review and/or up-date as needed their procedures annually between September 1st and November 30th.

WHEREAS, the Cumberland County Legislative Body is willing to act in favor of the said recommendation;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Legislative Body meeting in regular monthly session at Cumberland County Courthouse, Crossville, Tennessee, on this 20th day of May, 2019, that this procedures' manual be compiled and put in place by Sept. 1st, 2019 and placed on the County website from that date forward.

ADOPTED this 20th day of May 2019 by the Cumberland County Commission.

SPONSOR:



County Commissioner

APPROVED:

County Mayor

ATTEST:

County Clerk

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

RESOLUTION NO. 05-2019-4

RESOLUTION TO ADOPT A NEW LEASE AND AGREEMENT
CONTRACT BETWEEN THE COUNTY AND THE CUMBERLAND
COUNTY FAIR ASSOCIATION

WHEREAS, the previous agreement between the County and The Cumberland County Fair Association has expired; and

WHEREAS, WHEREAS, a new lease agreement has been negotiated between the County and The Cumberland County Fair Association; and

WHEREAS, the new lease and agreement would expire December 7th, 2022;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session on this the 20th day of May, 2019, that the County enters into a new lease and agreement with the Cumberland County Fair Association to expire on December 7th, 2022.

Adopted this 20th day of May, 2019.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

LEASE

THIS AGREEMENT is made and entered into on the _____ day of _____, _____, by and between CUMBERLAND COUNTY, TENNESSEE hereinafter referred to as LESSOR; and the CUMBERLAND COUNTY FAIR ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as the LESSEE. WITNESSETH; That the Lessor leases and rents to the Lessee the following described premises:

The entire Complex known as the Cumberland County Community Complex, including all improvements and grounds.

Lessor specifically excepts and reserves those buildings being used full time by State and County governmental agencies as well as sufficient realty surrounding said buildings for said agencies to operate their normal course of business.

Lessor specifically excepts and reserves any new constructions during contract period.

This lease is subject to the following conditions, each of which the Lessee and Lessor covenant and agree to keep and observe:

I. TERMS

The term of this lease shall be for a certain number of identified days covering the next (4) four years. The rental shall cover the following dates:

2019 -Total of 27 days rented - Fair – August 12th through September 4th

Additional Dates: May 11th, June 8th, November 9th

2020 -Total of 34 days rented - Fair – August 10th through September 9th

Additional Dates: May 9th, June 13th, November 14th

2021 - Total of 27 days rented - Fair – August 16th through September 8th

Additional Dates: May 8th, June 12th, November 13th

2022 – Total of 27 days rented - Fair – August 15th through September 7th

Additional Dates: May 14th, June 11th, November 12th

II. RENTAL

The rental fee shall be \$15,000.00, per year, for all rental dates listed above. The per day rental amount to be used for calculating any credits due the Lessee for severe adverse weather or hold over is as follows:

2019 – 27 days rented for \$15,000.00 rental = \$555.55 per day.

2020 – 34 days rented for \$15,000.00 rental = \$441.18 per day.

2021 – 27 days rented for \$15,000.00 rental = \$555.55 per day.

2022 – 27 days rented for \$15,000.00 rental = \$555.55 per day.

Rent shall be due and payable to the Lessor on or before September 30 of each designated year. In addition to the rental price set forth above, should Lessee fail to pay rent when due, Lessee shall pay a late fee of \$100.00 per day for each day past September 30. Unless the parties agree otherwise in writing, if the Lessee fails to pay the rent in full within 30 days beyond the rental due date, that failure to pay shall be considered a breach of this agreement and the Lessor shall have the option of cancelling the contract at that

time, declaring the Lease forfeited, expelling the Lessee and be relieved of any further rental obligations listed in this Lease.

As part of this lease and for the rental amount listed, Lessee will have use of the 40X80 metal storage building located East of the arena and North of Gate #3, during the contract period.

III. SEVERE ADVERSE WEATHER

On any given year of this contract, the parties agree that there are nine (9) days during the rental period in which a gate charge is made to the general public to enter the grounds to enjoy the activities being sponsored by the Lessee. On any of these nine (9) days, if there are adverse weather conditions so severe as to cause the Lessee to collect less than \$1000.00 in gate charges, the Lessee shall be entitled to a per day reduction or refund of their rent pursuant to the per day rental charges listed above. If the Lessee claims that adverse weather conditions caused them to collect less than \$1000.00 in any given day, Lessee should inform the Director of the Community Complex and said Director shall obtain weather data to ensure that a severe adverse weather condition existed on the day in question. A severe adverse weather condition is a condition that makes it unsafe for the general public to be present and enjoy the activities being offered.

As part of this Lease, the Lessee agrees to obtain and keep an insurance policy in place covering any losses they may incur due to a severe adverse weather condition. If a claim on said policy is made and collected upon by the Lessee, the Lessor shall be refunded any reduction or refund entitled to the Lessee by this Severe Adverse Weather provision.

IV. LIABILITY INSURANCE

Lessee agrees that the Lessor shall not be liable for any damage to or injury of the Lessee, the Lessee's agents or employees, or to any person entering the premises due to Lessee's activities, or to goods or chattels therein, and further, to indemnify and save the Lessor harmless from all claims of every kind and nature growing out of the Lessee's activities or presence on the Lessor's premises. Lessee agrees at his/her own cost and expense to maintain general public liability insurance for and on the demised premises, naming it and the Lessor as an additional insured, with limits in the aggregate of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death to persons arising out of one accident or occurrence and One Million (\$1,000,000.00) Dollars for property damage. Lessee shall provide Lessor with proof of insurance. Lessee shall obtain and maintain its own fire and casualty insurance covering any contents or personal property placed on the leased premises.

V. SUB-LEASE

Lessee shall not sub-lease the premises without the prior written consent of the Lessor.

VI. HOLDING OVER

Lessor agrees that any holding over by Lessee after the expiration of this or any subsequent Lease shall not constitute an automatic renewal of this or any subsequent Lease. However, the Lessee will be responsible for payments at a per day amount as set out in section II. RENTAL above during the period of any such holding over. Also, all parties to this agreement agree to negotiate in good faith for a renewal of a contract for the use of said facilities.

VII. MAINTENANCE AND REPAIRS

The Lessee hereby agrees to maintain all land, structures and all equipment owned by the Lessor in good working condition during the term of this Lease, normal wear and tear excepted. Whenever possible, any repairs to be performed on the Leased Premises shall be performed by the Lessor or its agents. Except in the case of an emergency where continued damage is occurring rapidly or there is an immediate safety hazard, the Lessee will not be reimbursed for repairs made by Lessee or its agents unless approval was obtained from the Lessor. The Lessee shall seek approval for repairs from the Director of the Community Complex. The Director of the Community Complex can approve requests, by signature, for repairs up to One Thousand (\$1,000.00) Dollars. The Lessee understands that any repair deemed by the Director as needed and costing over One Thousand (\$1,000.00) must be approved by the Building and Grounds Committee, the Budget Committee or the Full Cumberland County Commission as required. A receipt of all approved expenses incurred by the Lessee for the upkeep, maintenance or expansion to the Community Complex will be kept on file with the Complex office.

VIII. ACCEPTANCE "AS IS"

Lessee accepts said premises in their present condition and agrees to keep the premises in a good and clean condition and to obey all laws, ordinances and lawful regulations affecting said premises.

IX. CAPITAL INVESTMENTS BY THE LESSOR

The Lessee understands and agrees that the Lessor has been investigating and taking steps toward the construction of new facilities on the Leased Premises. In the event said construction is planned and the Lessor feels that said construction or any part

of the preliminary work toward construction causes a conflict with the obligations under this lease, the Lessor shall give a Sixty (60) day written notice to the Lessee to cancel the Lease. Upon the Lessor giving the Sixty (60) written notice to cancel, the Lessee hereby agrees to release the Lessor from this agreement. Said written notice shall give a date certain when the Lease will end and both parties will continue to meet their obligations under said lease until that ending date. In the event said notice is given by Lessor to cancel the lease, the Lessee agrees to waive and/or release the Lessor from any damages this cancellation may cause said Lessee.

X. DESTRUCTION OF DEMISED PREMISES

Should 70% or more of the premises described by this Lease be destroyed for any reason, then and in that event the Lease shall be declared null and void and all conditions and covenants of the Lease shall cease as to all parties.

XI. COLLECTION OF TAX

Lessee shall be solely responsible for computation, collection, and payout of all taxes applicable to the operation of its attractions, shows and fairs. This responsibility includes but is not limited to amusement tax, sales tax, and taxes of all kinds affecting Lessee's business, shows, fairs and attractions.

XII. SALE OF INTOXICATING BEVERAGES

Lessee shall not allow the sale, consumption, or giving away of beer, wine or alcoholic beverages of any kind on or about said premises.

XIII. TYPES OF ATTRACTIONS PERMITTED

- A. Both parties condition this Lease upon the fact that no performance, attraction or other activity objectionable to the

Lessor shall be promoted or allowed by Lessee. Whether the performance, attraction or other activity is objectionable shall be decided solely by the Lessor.

- B. In consideration of A. above, unless this Lease is cancelled or ends for some other reason, Lessor covenants that it will not lease the Leased Premises to a “carnival” or for “carnival events” on or before December 7, 2022.

XIV. PARKING CHARGES

- A. There shall be no charge assessed for parking on or about the Community Complex grounds without prior approval of the Cumberland County Commission.
- B. In consideration of A. above, Lessor agrees to continue to strive to improve and maintain the buildings and grounds to accommodate normal growth and normal needs of the Lessee during the term of this Lease.

XV. FREE PASSAGE

No portion that is objectionable to Lessor of the sidewalks, entries, passages, vestibules, halls, elevators or stairways for access to public buildings shall be obstructed by the Lessee or used for any purpose other than for ingress to and from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, also heater, and home light attachments, shall not be covered or obstructed by the Lessee. The bathrooms or other water apparatuses shall not be used for any purpose other than that for which

they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to these items from misuse of any nature or character whatsoever shall be paid for by the Lessee.

XVI. COST OF COLLECTIONS

Lessee shall pay all cost of collection by Lessor including without limitation, legal fees and court costs, for any amounts due and owing hereunder.

XVII. CHANGING OF PREMISES BY LESSEE

The Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not make or allow to be made any alterations of any kind therein without prior consent of Lessor.

IN TESTIMONY WHEREOF, said parties have executed this Lease in duplicate, one of which is retained by the Lessor and the other by the Lessee on the day and date above written.

LESSOR:

**CUMBERLAND COUNTY,
TENNESSEE**

By: **ALLEN FOSTER**
Its: County Mayor

LESSEE:

**CUMBERLAND COUNTY FAIR
ASSOCIATION**

GARRY HOOD
Its: President

RESOLUTION NO. 05-2019-5

RESOLUTION AUTHORIZING THE MAYOR OF CUMBERLAND COUNTY TO SIGN A
PROPOSAL WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR
PROJECT NO. STP-28 (32), STATE PROJECT NO. 18008-2222-14

WHEREAS, the Tennessee Department of Transportation has started and intends to complete a project in Cumberland County, designated as State Project No. 18008-2222-14 described as "SR-28 (US-127) Near Potato Farm Road to near Hollow Lane"; and,

WHEREAS, the SR-28/US-127 improvement project enables transportation of goods and allows access to employment, health, social and education services; and therefore, is crucial to economic and community development and growth; and,

WHEREAS, Cumberland County supports the improvement of such an important public asset – SR-28/US-127; and,

WHEREAS, the Cumberland County Commission approves of the proposal provided by Tennessee Department of Transportation so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and,

NOW, THEREFORE BE IT RESOLVED by the Cumberland County Commission, that the Cumberland County Mayor be authorized to sign a Proposal with the Tennessee Department of Transportation for the road improvement project designated as State Project No. 18008-2222-14 described as "SR-28 (US-127) Near Potato Farm Road to near Hollow Lane".

Adopted this 20th day of May, 2019

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 2 RIGHT OF WAY
7512 VOLKSWAGEN DRIVE
CHATTANOOGA, TN 37416
(423) 892-3430

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

DATE: APRIL 03, 2019

Allen Foster, Mayor
City of Crossville
2 N Main Street #203
Crossville, TN 38555

RE: Proposal for Acceptance
STATE PROJ. #: 18008-2222-14
FED PROJ. #: STP-28(32)
COUNTY(s) Cumberland
PIN #: 100260.03
DESCRIPTION: SR-28 (US-127) Near Potato Farm Road to near Hollow Lane (EPD)


Dear Mayor Allen Foster:

Enclosed you will find two (2) originals of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, both signed originals of the proposal should be returned to me, accompanied by a certified original copy of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly recorded. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order to keep the project schedule from being delayed. If you have any questions or anticipate any delay in the acceptance of this proposal, please feel free to call me.

Sincerely yours,



TDOT Regional ROW Manager
Phone: 423-510-1238

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF CUMBERLAND , TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Cumberland , Tennessee, hereinafter "COUNTY", designated as Federal Project No. STP-28(32), State Project No. 18008-2222-14 , that is described as "SR-28 (US-127) Near Potato Farm Road to near Hollow Lane (EPD)". provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility

facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects

the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15 The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein: provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20__.

THE COUNTY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
PAUL DEGGES
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

A RESOLUTION TO FOR DESIGNATION OF THE BLUEBIRD AS THE OFFICIAL BIRD OF CUMBERLAND COUNTY

WHEREAS, Cumberland County would establish a designation of the Bluebird as the official bird of Cumberland County, Tennessee; and

WHEREAS, there is much interest in the Bluebird in Cumberland County with the development of the Cumberland County Bluebird Club; and

WHEREAS, the Cumberland County Bluebird Club in conjunction with Tennessee College of Applied Technology have built and monitor 220 Bluebird nest boxes with 50 more to be added in the near future. These boxes are installed all across Cumberland County;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners that the Bluebird is now and hereafter known as the official Bird of Cumberland County.

Adopted this 20th day of May, 2019

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

Why bluebirds

- Short history of bluebirds in Cumberland County
- High population of bluebirds in Cumberland County
- Over 84 Bluebird monitors for 256 boxes
- 256 regularly monitored nest boxes in Cumberland Co.
 - 6 golf courses – Bear Trace + 5 in FFG
 - Centennial Park + soccer fields
 - Pleasant Hill
 - Fairgrounds + Senior Center
 - Obed River Park
 - Roane State college campus + BSF Visitor's center
 - Meadow Park Lake
 - UT Research and Education center
 - FFG Waste water treatment plant
- Plus...many hundreds more boxes in the county.
- Tennessee Bluebird Society monitors 850 boxes in the state
 - Cumberland Co #1 with 256 – 30% of state nest boxes.
 - Next closest Loudon County with 154
- TBS members – 26% of state members in Cumberland Co.
- City of Crossville - Official bird of Crossville
 - Last year 20 nest boxes on 3 city parks
 - 40 more nest boxes this year
 - Greg Wood. Cliff Wightman at TCAT
- Advantages
 - We are the best county in the state for bluebirds.
 - Everyone loves bluebirds
 - One more positive marketing message for our county
 - Tie in with City of Crossville
 - Next step includes Fairfield Glade, Pleasant Hill

Don Hazel – President CC BB club, VP of Tennessee Bluebird Society
Peggie Flierl – Vice President of CC BB Club, State Director of TBS
May 6, 2019

RESOLUTION NO. 05-2019-7

RESOLUTION TO APPOINT A JUDICIAL COMMISSIONER FOR CUMBERLAND COUNTY, TN.

WHEREAS, it is the recommendation of the Judicial Commissioner Committee and Len Blevins, Judicial Commissioner Director that the following person be appointed to serve as a Judicial Commissioners.

Herbert L. Blevins

Danny Cantwell

Pursuant to TCA 40-1-111 a term beginning this 20th day of May, 2019 and not to exceed a 4year term.

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting this 20th Day of May, 2019, that this resolution shall take effect upon adoption.

On this 20th Day of May , 2019.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**A RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY
HEALTH AND SAFETY STANDARDS BOARD**

WHEREAS, the Cumberland County Commission approved Resolution No. 1205-6 establishing the Cumberland County Health and Safety Standards Board in accordance with Tennessee Code Annotated (T.C.A.) Section 5-1-115; and;

WHEREAS, this board will operate in accordance with said Resolution No. 1205-6 stating the Regulations Governing the Health and Safety Standard of Residential and Non-Residential Properties.


WHEREAS, Tom Isham, Kenny Rosser and Nick Hedgecoth's terms have expired, and;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session this 20th day of May, 2019, that **Tom Isham** will be re-appointed and **Joe Koester** and **Craig Clark** will be appointed to the Cumberland County Health and Safety Standards Board, and shall serve 4 year terms as established by this Resolution.

Nancy Hyder	Term Expires 5/15/21
Bobby Rhea	Term Expires 5/15/21
Tom Isham	Term Expires 5/15/23
Joe Koester	Term Expires 5/15/23
Craig Clark	Term Expires 5/15/23

On this 20th day of May, 2019.

SPONSOR:



COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**A RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY LIBRARY BOARD AND
FALLING WATER REGIONAL LIBRARY BOARD**

WHEREAS, the Cumberland County Library Board is composed of seven (7) members appointed by the County Commission for three-year staggered terms (TCA 10-3-103); and

WHEREAS, not more than one official of the county may serve on the Board; and

WHEREAS, current members and their terms are as follows:

- (1) Kathy Ivey - Term expires 06/30/19**
- (2) R. Doug Scarlett - Term expires 06/30/19**
- (3) Terry Lowe - Term Expires 06/30/20**
- (4) Christopher Peterson - Term expires 06/30/20**
- (5) Robert Schwartz - Term expires 06/30/20**
- (6) Deborah Douglas - Term expires 06/30/21**
- (7) Melanie Sherrill - Term expires 06/30/21; and**

WHEREAS, pursuant to TCA 10-5-102, if the Commission appoints additional persons as members of the Falling Water River Regional Library Board, these persons are also ex-officio members of the Cumberland County Library Board. The Regional Board members currently serving on the County Library Board are:

- (1) N. Kaye Randolph - Term expires 06/30/21**
- (2) J. D. Atkinson, Jr. - Term expires 06/30/19; and**

WHEREAS, it is provided by the Bylaws of the Cumberland County Library Board (1.2 Terms of Office) that trustees may serve two consecutive three year terms; and

WHEREAS, Kathy Ivey has completed a remaining term of three years on the Cumberland County Library Board left vacant by the resignation of Martha McKnight; and

WHEREAS, R. Doug Scarlett has completed a first term of three years on the Cumberland County Library Board of Trustees; and

WHEREAS, J. D. Atkinson has completed a first term of three years on the Falling Water Regional Library Board; and

WHEREAS, Kathy Ivey is willing to serve a first term of three years on the Cumberland County Library Board; and

WHEREAS, R. Doug Scarlett is willing to serve a second term of three years on the Cumberland County Library Board; and