Jule Bryson
Cumberland County Clerk

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

July 9, 2021

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

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: Monday, July 19, 2021
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, July 19, 2021 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.

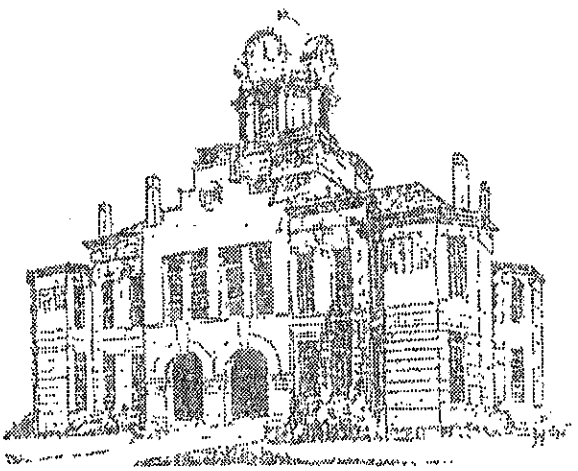
Sincerely,

Jule Bryson

Jule Bryson
Cumberland County Clerk

JB/ct

Enclosures



CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
June 21, 2021 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, June 21, 2021 at the courthouse in Crossville, Tennessee. Mayor Allen Foster called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Allen Foster who invited Bev Talbott of Salt and Light Ministry to deliver the invocation. The Young Marines led the Pledge of Allegiance to the Flag of the United States of America. Also present at this meeting were County Clerk Jule Bryson, Finance Director Nathan Brock and the following County Commissioners:

Chad Norris	Sue Ann York (ABSENT)
Kyle Davis	Nancy Hyder
Rebecca Stone	Darrell Threet
David Gibson	Charles Seiber
Jack Davis	Terry Lowe
Wendell Wilson	Joseph Sherrill
Mark Baldwin	Jerry Cooper
Jim Blalock	Deborah Holbrook
Colleen Mall	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 JUNE 21, 2021 COMMISSION MEETING AGENDA:

On motion of Commissioner Hyder to accept the agenda, second by Commissioner Mall. Commissioner Hyder ask to bundle resolutions 06-2021-4, 06-2021-5, 06-2021-7 and 06-2021-11 and resolutions 06-2021-12 through 06-2021-22 to be bundled together during the voting process. The motion to approve the agenda as presented with bundles carried by voice vote from the Commissioners present.

2. MINUTES OF MAY 17, 2021 CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Stone second by Commissioner Gibson, moved to approve May 17, 2021 Commission Meeting Minutes as presented at the June 21, 2021 meeting made a matter of record and filed as presented. The motion to approve the minutes carried by voice vote from the Commissioners present.

SPECIAL RECOGNITIONS: Before giving the invocation, Bev Talbott of the Salt and Life Ministry commended Mayor Foster and all the Commissioners on a job well done serving the Cumberland County residents during the past several months during the pandemic.

NEW BUSINESS: Mayor Allen Foster advised the Commission of the vacancy of the Cumberland County Assessor of Property office and the process to fill it. A formal notice from the County Clerk's office was presented. An official notice will be given in the paper from the County Mayor as the Commission Chairman. A date of July 8, 2021 at 12:00 noon o'clock PM was set for qualified individuals to notify the Mayor's office. A motion was made to fill the office of the Cumberland County Assessor of Property at the July 19, 2020 at 6:00 o'clock P.M. meeting in accordance with County Commission rules. Anyone interested in filling the Property Assessors office should notify the County Mayor's office in writing by July 8, 2019 at 12:00 noon o'clock P.M. A cover letter is suggested but not required. Those unable to notify the County Mayor's office may be considered at the July 19, 2021 meeting of the full County Commission. The motion was made by Commissioner Wilson, seconded by Commissioner Gibson.

The motion to approve the vacancy carried by voice vote from the Commissioners present. The vacancy will be filled at the July 19, 2021 County Commission meeting.

3. RESOLUTION 06-2021-1 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Holbrook, second by Commissioner Threet moved to adopt resolution 06-2021-1.

The motion to adopt resolution 06-2021-1, approving the purchase of the following Cumberland County owned property from the following list, carried by a voice vote from the Commissioners present.

William Gregg Upchurch and Lena Jordan-Upchurch - Map 149P Group B Parcel 009.00 / 4018 Tonto Drive - $253.10 plus $45 advertising fee
Angela Spitler - Map 149N Group B Parcel 001.01 / Cherokee Trail - $252.40 plus $45 ad fee
Karen R. Hicks - Map 150J Group J Parcel 45.01 / 3011 Shawnee Road - $254.20 plus $45 ad fee
Ronald and Tammy Moore - Map 138P Group B Parcel 18.00 / 4045 DeSoto Drive - $276.70 plus $45 ad fee
Nickolas Kitzmiller - Map 138P Group D Parcel 39.00 / 2042 Alapattah Circle - $323.00 plus $45 ad fee

4. RESOLUTION 06-2021-2 – TO ESTABLISH A REDISTRICTING COMMITTEE:

On motion of Commissioner Gibson, second by Commissioner Seiber moved to adopt resolution 06-2021-2.

The motion to adopt resolution 06-2021-2, to establish a redistricting committee consisting of the following members: Chad Norris, Nancy Hyder, Rebecca Stone, Charles Seiber, Terry Lowe, Wendell Wilson, Jerry Cooper, Jim Blalock, Colleen Mall and Jill Davis, carried by a voice vote from the Commissioners present.

5. RESOLUTION 06-2021-3 – TO DONATE PROPERTY TO THE STATE OF TENNESSEE FOR THE NORTHWEST CONNECTOR PROJECT:

On motion of Commissioner Stone, second by Commissioner Jack Davis moved to adopt resolution 06-2021-3.

The motion to adopt resolution 06-2021-3, to approve the donation of property Map 0871, Group B, Parcel 008.00 to the State of Tennessee for the construction of SR-462 Northwest Connector project, carried by a unanimous roll call vote from the Commissioners present

6. RESOLUTION 06-2021-4 – BUDGET AMENDMENT, DEBT SERVICE FUND $6,004.00:

On motion of Commissioner Hyder, second by Commissioner Norris moved to adopt resolution 06-2021-4.

The motion to adopt resolution 06-2021-4, approving budget amendment for budget overruns in various department expenditures in the Debt Service Fund operations in the amount of $6,004.00, carried by a unanimous roll call vote from the Commissioners present.

7. RESOLUTION 06-2021-5 –BUDGET AMENDMENT, HIGHWAY DEPARTMENT $12,452.00:

On motion of Commissioner Hyder, second by Commissioner Norris moved to adopt resolution 06-2021-5.

The motion to adopt resolution 06-2021-5, approving budget amendment for budget overruns in various department expenditures in the Highway Department in the amount of $12,452.00, carried by a unanimous roll call vote from the Commissioners present.

8. RESOLUTION 06-2021-6 - BUDGET AMENDMENT, GENERAL FUND/SANTIATION FUND/ HIGHWAY FUND:

On motion of Commissioner Kyle Davis, second by Commissioner Stone moved to adopt resolution 06-2021-6.

The motion to adopt resolution 06-2021-6, approving budget amendment recognizing part time county employees for their additional workloads during the COVID-19 pandemic and extend their appreciation to those employees for their continued dedication to public service with a one-time non-recurring bonus payment, General Fund $32,295.00, Sanitation Fund $33,910.00, Highway Fund $808.00, carried by a unanimous roll call vote from the Commissioners present.

9. RESOLUTION 06-2021-7 – BUDGET AMENDMENT, SOLID WASTE/SANITATION FUND $42,154.00:

On motion of Commissioner Hyder, second by Commissioner Norris moved to adopt resolution 06-2021-7.

The motion to adopt resolution 06-2021-7, approving budget amendment for budget overruns in various department expenditures in the Sanitation Department in the amount of $42,154.00, carried by a unanimous roll call vote from the Commissioners present.

10. RESOLUTION 06-2021-8 – BUDGET AMENDMENT, GENERAL FUND, COUNTY COMMISSION $77,282.00:

On motion of Commissioner Sherrill, second by Commissioner Norris moved to adopt resolution 06-2021-8.

The motion to adopt resolution 06-2021-8, approving budget amendment for compensation to The Barrett Group for their review agreed to be based upon recovered revenues from audited sales tax, state income tax, and other revenue streams in the amount of $77,282.00, carried by a unanimous roll call vote from the Commissioners present.

11. RESOLUTION 06-2021-9 – BUDGET AMENDMENT, GENERAL FUND GENERAL CAPITAL PROJECTS FUND $280,125.00:

On motion of Commissioner Stone, second by Commissioner Mall moved to adopt resolution 06-2021-9.

Discussion: Commissioner Stone gave an annual report of the state of records in Cumberland County stating the condition of current Archives facility needs and concerns. Many Commissioners stated their concerns with this resolution.

The motion to adopt resolution 06-2021-9, approving budget amendment in the amount of $280,125.00 for project going over original estimate for construction and renovation of County Archives facility, failed by nine (9) ayes from Commissioners Norris, Stone, Threet, Wilson, Sherrill, Baldwin, Holbrook, Mall, Patterson and eight (8) nays from Kyle Davis, Hyder, Gibson, Seiber, Jack Davis, Lowe, Cooper and Blalock roll call vote.

12. RESOLUTION 06-2021-10 – BUDGET AMENDMENT, RAILROAD AUTHORITY, OTHER SPECIAL REVENUE FUND $298,187.00:

On motion of Commissioner Gibson, second by Commissioner Norris moved to adopt resolution 06-2021-10.

The motion to adopt resolution 06-2021-10, approving budget amendment for budget overruns in various department expenditures in the General Fund operations in the amount of $298,187.00, carried by a unanimous roll call vote from the Commissioners present.

13. RESOLUTION 06-2021-11 –BUDGET AMENDMENT. GENERAL FUND $512,319.00:

On motion of Commissioner Hyder, second by Commissioner Norris moved to adopt resolution 06-2021-11.

The motion to adopt resolution 06-2021-11, approving budget amendment to reflect receipt of grant funding and related expenditures for improvements to rail track in the amount of $512,319.00, carried by a unanimous roll call vote from the Commissioners present.

14. RESOLUTION 06-2021-12 –BUDGET AMENDMENT, BOE CENTRAL CAFETERIA FUND $4,000.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-12.

The motion to adopt resolution 06-2021-12, approving budget amendment accepting funds awarded from the GENYOUth grant awarded to Brown Elementary and Stone Elementary in the amount of $4,000.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

15. RESOLUTION 06-2021-13 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND $4,723.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-13.

The motion to adopt resolution 06-2021-13, approving budget clean-up part 2 amendment in the amount of $4,723.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

16. RESOLUTION 06-2021-14 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND $7,010.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-14.

The motion to adopt resolution 06-2021-14, approving budget clean-up part 3 amendment in the amount of $7,010.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

17. RESOLUTION 06-2021-15 –BUDGET AMENDMENT, CENTRAL CAFETERIA FUND $8,500.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-15.

The motion to adopt resolution 06-2021-15, approving budget amendment to adjust balance of Unemployment Compensation due to several part-time employees filing for unemployment during the COVID-19 pandemic in the amount of $8,500.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

18. RESOLUTION 06-2021-16 –BUDGET AMENDMENT, CENTRAL CAFETERIA FUND, $10,500.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-16.

The motion to adopt resolution 06-2021-16, approving budget amendment adjusting Maintenance and Repair Services--Equipment for outside repair company cost in the amount of $10,500.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

19. RESOLUTION 06-2021-17 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, BUS ROUTING SERVICE $14,660.44:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-17.

The motion to adopt resolution 06-2021-17, approving budget amendment to purchase routing software from savings in several areas in the amount of $14,660.44, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

20. RESOLUTION 06-2021-18 –BUDGET AMENDMENT, BOE CENTRAL CAFETERIA FUND $25,000.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-18.

The motion to adopt resolution 06-2021-18, approving budget amendment to receive additional USDA Foods/Commodities funds in the amount of $25,000.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

21. RESOLUTION 06-2021-19 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, LEARNING CAMPS TRANSPORTATION GRANT $141,913.27:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-19.

The motion to adopt resolution 06-2021-19, approving budget amendment for the Learning Camps Transportation Grant for reimbursement for student transportation costs during Summer Learning Camps in the amount of $141,913.27, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

22. RESOLUTION 06-2021-20 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, REMOTE LEARNING TECHNOLOGY GRAND $178,714.00.00:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-20.

The motion to adopt resolution 06-2021-20, approving budget amendment receiving award from the Remote Learning Technology Grant for partial reimbursement for student devices purchased for remote learning during COVID-19 in the amount of $178,714.00, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

23. RESOLUTION 06-2021-21 –BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND $846,496.38:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-21.

The motion to adopt resolution 06-2021-21, approving budget amendment to receive funding for summer learning programs for students grade 1st – 5th (Summer Learning Camp), 6th -7th (Bridge Camp) and Science, Technology, Reading, Engineering and Math (STREAM Camp) in the amount of $846,496.38, carried by a roll call vote from the Commissioners present with Commissioner Cooper abstaining.

24. RESOLUTION 06-2021-22 – BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, FISCAL YEAR 20-21 BUDGET CLEAN UP:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-22.

The motion to adopt resolution 06-2021-22, approving budget amendment for Fiscal Year 20-21 clean-up in several lines, carried by a unanimous roll call vote from the Commissioners present.

25. RESOLUTION 06-2021-23 – APPROVING AMENDMENTS TO LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS:

On motion of Commissioner Norris, second by Commissioner Patterson moved to adopt resolution 06-2021-23.

The motion to adopt resolution 06-2021-23, approving amendments to local government public improvement bonds, series E3-A and the related supplemental indenture to extend the applicable index rate period relating to such bonds and to provide for replacement for the libor interest index for such bonds, carried by a roll call vote from the Commissioners present.

COUNTY OFFICIAL REPORT; FINANCE DIRECTOR NATHAN BROCK:

Commissioners received the monthly financial report from Finance Director Brock detailing the May 2021 revenue collections for the County in ambulance service, sales tax, property tax, hotel/motel tax, and prisoner boarding.

COUNTY ATTORNEY REPORT; PHILIP BURNETT:

Mr. Burnett reported that the Tennessee Public Commission has postponed the Spirit Broadband petition till July 2021. There is also a case coming through the Health and Safety Standards Board regarding a vacant house abandoned since 2013 on Bent Tree Drive. Attorney Jim Marlow has located several heirs scattered across the country to the property. Property is in a great neighborhood and is approximately 1200 square feet. The county does not have the ability or power to condemn anything. The HSSB is a very busy committee meeting each month, with six or seven properties on each agenda and this committee operates on a $5,000.00 budget.

26. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Norris, moved be elected Alexandria Beaty, Elizabeth Brown, Tammie Burnett, Lake James Buzbee, Deborah Diaz, Jennifer Houston, Linda R. Lampman, Tina Marr, Matthew Janson McClanahan, Katherine M. Stallworth, Lindsey Salvato, Mary Beth Stallworth, David Stallworth, Judith R. Thompson, Celena Wilson as Notary Publics for the State of Tennessee.

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

27. ADJOURNMENT:

On motion of Commissioner Sherrill, second by Commissioner Seiber, moved the June 21, 2021 Commission Meeting be adjourned at 6:42 o'clock P.M.

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

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF JULY 2021.

_____

Allen Foster, County Mayor
Chairman, Cumberland County Commission

_____

Jule Bryson, Cumberland County Clerk

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

MONDAY, JULY 19, 2021

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 July 19, 2021 Cumberland County Commission Meeting Agenda
6. Minutes of June 21, 2021 Monthly Cumberland County Commission Meeting
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Appointment of Cumberland County Assessor of Property vacancy
   Applicants: Chad Norris, Kelli G. Tipton, Stephen Andrew Powell, Duard Mark Madden, Tori King, James C. Cook, Sandy Gilbert, Aaron Pedigo, Chad Garrett, Stacie Reed, Gail Vinson, Donald F. Johnson Jr., Tom Howard and Sheila Drake
   - Cumberland County Assessor of Property Oath of Office
10. Unfinished Business
11. New Business:

RESOLUTION 07-2021-1 – TO APPOINT MEMBER TO THE CUMBERLAND COUNTY REGIONAL PLANNING COMMISSION (FOSTER)

RESOLUTION 07-2021-2 – TO APPOINT ONE (1) JUDICIAL COMMISSIONER FOR CUMBERLAND COUNTY, TENNESSEE (GIBSON)

RESOLUTION 07-2021-3 - TO APPROVE THE ADDITION OF WAR MEMORABILIA TO THE DISPLAY OUTSIDE THE MILITARY MEMORIAL MUSEUM (BLALOCK)

RESOLUTION 07-2021-4 – TO ADOPT A SPEED LIMIT ON CUMBERLAND LAKES DRIVE (HYDER)

RESOLUTION 07-2021-5 – TO REMOVE A ROAD FROM THE CUMBERLAND COUNTY ROAD LIST (BLALOCK)

RESOLUTION 07-2021-6 – TO GRANT BEN LOMAND COMMUNICATIONS, LLC AN EASEMENT - WEST CRESTON ROAD (JACK DAVIS)

RESOLUTION 07-2021-7 – TO UPDATE THE RESIDENTIAL AND COMMERCIAL BUILDING CODES FOR CUMBERLAND COUNTY (JACK DAVIS)

RESOLUTION 07-2021-8 – TO AMEND THE CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MENTAL HEALTH AND CUMBERLAND COUNTY, TENNESSEE (FOSTER)

RESOLUTION 07-2021-9 – AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (KYLE DAVIS)

RESOLUTION 07-2021-10 – APPROVING AMENDMENTS TO LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS (LOWE)

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

RESOLUTION NUMBER_07-2021-1

RESOLUTION TO APPOINT MEMBER TO THE CUMBERLAND COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, Martha Kemmer Hale has resigned from the Cumberland County Regional Planning Commission; and

WHEREAS, Katie Hardt has been appointed to serve the remaining unexpired term and also appointed to serve a four-year term.

Katie Hardt	Term Expires: August 31, 2025
Trey Kerley	Term Expires: August 31, 2024
Russell Smith	Term Expires: August 31, 2023
Stanley Hall	Term Expires: August 31, 2021
Terry Lowe	Term Expires: August 31, 2022
Kyle Davis	Term Expires: August 31, 2022
David Gibson	Term Expires: August 31, 2022
Deborah Holbrook	Term Expires: August 31, 2022

NOW, THEREFORE LET IT BE RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session this 19th day of July, 2021 that Katie Hardt be appointed to the Cumberland County Regional Planning Commission to fulfill the unexpired term of Martha Kemmer Hale and a four-year term thereafter.

This 19th day of July, 2021.

SPONSOR:

COUNTY MAYOR

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO: 07-2021-2

RESOLUTION TO APPOINT ONE (1) JUDICIAL COMMISSIONER FOR CUMBERLAND COUNTY, TENNESSEE

WHEREAS, it is the recommendation of Judge Larry Warner, Jennifer Phillips-Cross Judicial Commissioner Director, that the following person(s) be appointed to serve as a Judicial Commissioner for Cumberland County, Tennessee:

Darren Brock

WHEREAS, pursuant to T.C.A. 40-1-111, the term shall begin this 19th day of July, 2021 and will be for a one (1) year term.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Cumberland County, meeting in regular session on this the 19th day of July, 2021, that Darren Brock be appointed Judicial Commissioner for Cumberland County for a one (1) year term, on the recommendation of Judge Larry Warner, Jennifer Phillips-Cross Judicial Commissioner Director.

Adopted this 19th day of July, 2021.

Larry M Warner
Jenny Phillips Cross

SPONSOR:

COMMISSIONER

ATTEST:

COUNTY CLERK

APPROVAL:

COUNTY MAYOR

RESOLUTION NO. 07-2021-3

RESOLUTION TO APPROVE THE ADDITION OF WAR MEMORABILIA TO THE DISPLAY OUTSIDE THE MILITARY MEMORIAL MUSEUM

WHEREAS, the Building and Grounds Committee approved a cannon display in front of the Military Memorial Museum at the March 7, 2018 committee meeting; and

WHEREAS, the Cumberland County Commission approved the display of the cannon at the May 2018 Commission meeting; and

WHEREAS, the cannon for the display proved difficult to obtain; and

WHEREAS, the Military Memorial Museum has now secured a 16-inch projectile for a Navy cannon used on Missouri-class battleships; and

WHEREAS, the Building and Grounds Committee approved the addition of the projectile to the display at the Military Memorial Museum at the July 8, 2021 committee meeting;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission, meeting in its regular monthly session, hereby approves the addition of the 16-inch projectile to the display at the Military Memorial Museum.

Adopted this 19th day of July, 2021.

SPONSOR: Jim Blalock by: Bethany Davis

COUNTY COMMISSIONER

APPROVED:

_____

COUNTY MAYOR

ATTEST:

_____

COUNTY CLERK

RESOLUTION NO. 07-2021-4

RESOLUTION TO ADOPT A SPEED LIMIT ON CUMBERLAND LAKES DRIVE

WHEREAS, Cumberland County Citizens residing on Cumberland Lakes Dr have requested that a safe speed limit be adopted for Cumberland Lakes Dr by the Cumberland County Commission; and

WHEREAS, the Cumberland County Commission has the authority to adopt speed limits for county roads; and

WHEREAS, the current default speed limit of 55 may be unsafe on Cumberland Lakes Dr due to multiple curves, lack of shoulders, and many drive-way openings; and

WHEREAS, the Cumberland County Sheriff and Cumberland County Road Superintendent have both recommended 30 MPH as an appropriate speed limit for Cumberland Lakes Dr; and

WHEREAS, the Environmental Committee approved the speed limit adoption at its July 8, 2021 meeting; and

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in its regular session, that the speed limit on Cumberland Lakes Dr be adopted at 30 MPH.

Adopted this 19th day of July, 2021.

SPONSOR:

Nancy Hyder by: Jay

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NUMBER 07-2021-5

A RESOLUTION TO REMOVE A ROAD FROM THE CUMBERLAND COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission, the Cumberland County Highway Department, and the Environmental Committee are submitting for approval the removal of **Tanner Trail** from the Cumberland County Road List; and

WHEREAS, Tanner Trail is located in the Grassy Cove area of Cumberland County; and

WHEREAS, the owners have requested the road be removed from the county road list; and

WHEREAS, the Environmental Committee approved the removal of Tanner Trail in a 5-3 vote at their July 6, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners hereby formally approves the removal of **Tanner Trail** from the Official County Road List.

ADOPTED this 19th day of July, 2021.

SPONSOR:

Jim Blalock by: [illegible]

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NUMBER 07-2021-6

A RESOLUTION TO GRANT BEN LOMAND COMMUNICATIONS, LLC AN EASEMENT (WEST CRESTON ROAD)

WHEREAS, Broadband services are vital for a community to thrive and are essential for healthcare, education, and business operations; and

WHEREAS, the Environmental Committee, in their July 6, 2021 meeting, unanimously approved to grant an easement for a small portion of Cumberland County owned property located at 2089 West Creston Road - Map 072 Parcel 078.00 to Ben Lomand Communications, LLC; and

WHEREAS, Ben Lomand Communications, LLC is a Tennessee corporation providing broadband services to the neighboring communities via fiber optic facilities requiring installation of equipment, including a remote switching system to be installed on the aforementioned Cumberland County Property; and

WHEREAS, Cumberland County desires to grant to Ben Lomand Communications, LLC a ninety-nine (99) year, non-exclusive easement for installation and placement of equipment, including a remote switching system on the Cumberland County property.

NOW, THEREFORE BE IT RESOLVED, that, in regular session on July 19, 2021, the Cumberland County Board of Commissioners hereby formally approve the easement of a small portion of property Map 072, Parcel 078.00 to Ben Lomand Communications, LLC for the installation and placement of equipment to facilitate the provision of broadband services and approve for the County Mayor, Allen Foster, to approve of the portion needed and to sign the necessary documents.

On this 19th day of July, 2021.

SPONSOR:

Jack Davis by: Bethany Davis

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

THIS INSTRUMENT PREPARED BY:
Laurence M. Papel, Esq.
Nelson Mullins Riley & Scarborough, LLP
One Nashville Place, Suite 1100
Nashville, Tennessee 37219

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), made effective as of the _20th_ day of _July_, 2021 by and between **CUMBERLAND COUNTY,** ("Grantor") and **BEN LOMAND COMMUNICATIONS, LLC d/b/a BEN LOMAND CONNECT**, a Tennessee limited liability company ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located at 2089 West Creston Road in Crossville, Tn. (the "Grantor Property") being part of the real property conveyed to Grantor by deed of record in Map _072_, Parcel_078.00_, Register's Office for Cumberland County, Tennessee; and

WHEREAS, Grantee is a Tennessee corporation providing broadband services to the neighboring communities via fiber optic facilities requiring installation of telephone equipment, including a remote telephone switching system (the "Telephone Equipment") to be installed on the Grantor Property; and

WHEREAS, Grantor desires to grant to Grantee a ninety-nine(99) year, non-exclusive easement for installation and placement of telephone equipment, including a remote telephone switching system on the Grantor property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of "Non Exclusive" Easement**. Subject to all easements, restrictions, and other matters of record affecting the Grantor Property, Grantor hereby grants, sells, conveys, establishes and creates, for the benefit of Grantee and its agents, successors and assigns, the following (collectively, the "Non-Exclusive Easement"): (a) a ninety-nine(99) year, non-exclusive easement for the installation of the Telephone Equipment on an area of the Grantor Property twenty (20) feet long and sixteen (16) feet wide near the southwest side of the Convenience Center location near the on 2089 West Creston Road, as more particularly depicted on **Exhibit A** hereto (the "Non-Exclusive Easement Area"); and (b) a ninety-nine(99) year, general "Non Exclusive" easement for pedestrian and vehicular ingress and egress over and across the Grantor Property for construction, operation, maintenance, repair, replacement, and reconstruction of the Telephone Equipment. Grantee shall maintain the Non-Exclusive Easement Area in good, clean and safe condition, in accordance with all applicable legal requirements. In return, Ben Lomand will offer a one(1) time lump sum payment of $500.00.

2. **Parties Bound**. Grantor and Grantee hereby agree that the Easement granted herein shall run with the land, and is for the benefit and use of Grantee and its successors and assigns, and shall at all times bind Grantor and any and all subsequent owners of any interest in the Grantor Property, together with any of their successors and assigns.

3. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument and shall become effective only upon execution of one or more of such counterparts by each of the parties.

4. **Recording**. This Agreement shall be recorded in the office of the Register of Deeds of Cumberland County, Tennessee.

5. **Governing Law**. This Agreement shall be governed by the laws of the State of Tennessee.

6. **Entire Agreement**. This Agreement contains the entire agreement between the parties.

7. **Recitals**. The recitals to this Agreement are hereby incorporated by reference and shall be deemed to be an integral part of this Agreement.

8. **Notices**. All notices, requests and other communications under this Agreement shall be in writing and shall be either: (a) delivered in person, (b) sent by certified mail, return-receipt requested, (c) delivered by a recognized delivery service or (d) sent by facsimile and e-mail transmission and addressed as follows:

Grantor:	**Grantee:**
Cumberland County C/O: Allen Foster 2089 West Creston Road Crossville, Tennessee 38571	Ben Lomand Communications, LLC. d/b/a Ben Lomand Connect c/o Richard Boyd 311 North Chancery Street McMinnville, Tennessee 37110
Facsimile_____ E-Mail: _____	Facsimile: 931-668-7653 E-Mail: rboyd.bl@blomand.net

9. **"Property Condition As Is"**. "The Grantor is offering this easement to property in its "as is" condition with no promises or warranties regarding its condition for a particular use and cannot guarantee it is free of hazards to person or property and Grantee enters said property at its own risk".

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed effective as of the day first written above.

GRANTOR

Cumberland County
C/O: ALLEN FOSTER, MAYOR

Name: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is _____ of **2089 WEST CRESTON RD** (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:

_____

GRANTEE

Ben Lomand Communications LLC, d/b/a/ Ben Lomand Connect, a Tennessee Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of Ben Lomand Communications LLC, a Tennessee limited liability company (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

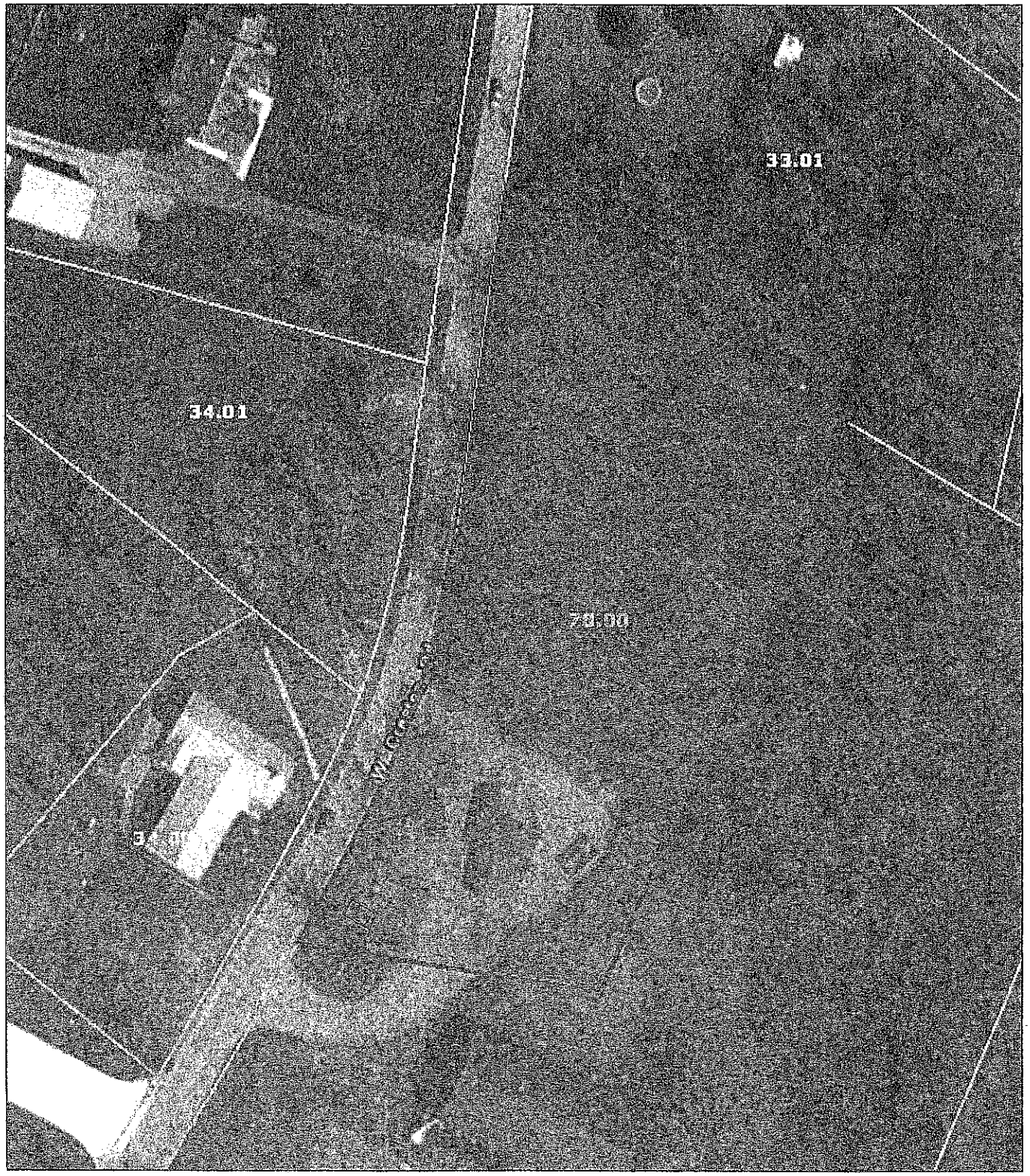
Easement Area

Being an easement lying in Cumberland County, Tennessee, and being more particularly described as follows:

Property recording at Cumberland County Register Office in Map 072 Parcel 078.00.

(Please see attached Map)

Cumberland County - Parcel: 072 078.00



Date: July 6, 2021
County: Cumberland
Owner: CUMBERLAND COUNTY
Address: WEST CRESTON RD
Parcel Number: 072 078.00
Deeded Acreage: 0
Calculated Acreage: 1.5
Date of Imagery: 2018

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

The property lines are compiled from information maintained by your local county Assessor's

RESOLUTION NO. 07-2021-7

A RESOLUTION TO UPDATE THE RESIDENTIAL AND COMMERCIAL BUILDING CODES FOR CUMBERLAND COUNTY

WHEREAS, Cumberland County is required to have a building code in place; and

WHEREAS, Cumberland County had previously approved and adopted both Residential and Commercial Building Codes for Cumberland County; and

WHEREAS, Cumberland County wishes to update the current Residential and Commercial Building Codes; and

WHEREAS, Agriculture buildings shall be exempt from requiring permits; and

WHEREAS, Cumberland County wishes to adopt the following codes:

- International Fire Code, 2018 Edition, including Appendix Chapters A - J
- Life Safety Code, (NFPA No.101), 2018 Edition including Annex A and Annex B
- International Building Code, 2018 Edition, including Appendix E - I
- 2010 ADA Standards for Accessible Design
- International Plumbing Code, 2018 Edition, including Appendix Chapters A - E
- International Energy Conservation Code (IECC), 2018 Edition, published by the ICC, except that:
  a. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.
  b. Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
  c. Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.
- International Fuel Gas Code, 2018 Edition, including Appendix A, B, C, and D
- International Mechanical Code, 2018 Edition, including Appendix A and B
- 2018 International Building Valuation
- International Residential Code (IRC), 2018 edition, published by the International Code Council, Inc. (ICC), 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C. 20001, and Appendix Q except that:
  a. Section R313 Automatic Fire Sprinkler Systems is not mandatory, pursuant to T.C.A. § 68-120-101(a)(8).
  b. Chapters 34-43 relating to Electrical Installations are deleted and electrical standards adopted in 0780-02-01 Electrical Installations shall apply.
  c. Figure R301.2(2) Seismic Design Categories is deleted and replaced with Figure R301.2(2) Seismic Design Categories Site Class D from 2015 IRC.
  d. Section R314.6 Power Source relating to Smoke Alarms is amended to create Exception 3 that shall read: Exception 3. Interconnection and hardwiring of smoke alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior walls or ceiling finishes exposing the structure.
  e. Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.
  f. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
  g. Table N1102.1.2 (R402.1.2 Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.
  h. Section N1102.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

i. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "l": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

j. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) is used.

WHEREAS, the County desires for the City of Crossville to provide assistance for the inspection process, and the City has agreed to provide said assistance under the terms and provision of the current Inter-Local Agreement for Building Inspections; and

NOW, THEREFORE BE IT RESOLVED, that the Cumberland County Board of Commissioners hereby approves and adopts the above listed Residential and Commercial Building Codes for Cumberland County.

Approved this 19th day of July, 2021.

SPONSOR:

Jack Davis by: [illegible]

COUNTY COMMISSIONER

APPROVED:

_____

COUNTY MAYOR

ATTEST:

_____

COUNTY CLERK

RESOLUTION NO. 07-2021-8

A RESOLUTION TO AMEND THE CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MENTAL HEALTH AND CUMBERLAND COUNTY, TENNESSEE

WHEREAS, Cumberland County procured a contract between the *State of Tennessee, Department of Mental Health and Substance Abuse Services* to establish agreed rates and ensure payment for the cost of outpatient and inpatient evaluations and treatments necessary to the evaluations ordered by General Sessions, Criminal, or Circuit Court for defendants charged only with misdemeanor crimes pursuant to the "Scope of Services" defined in Tennessee Code Annotated Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), and;

WHEREAS, the *State of Tennessee, Department of Mental Health and Substance Abuse Services* requests the terms of the contract establishing rates for the cost of mental health evaluations and treatment services for criminal defendants charged with only misdemeanors be amended to be effective from July 1, 2021 and ending on June 30, 2022, and;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session on July 19, 2021, that Cumberland County Mayor, Allen Foster, be authorized and directed to execute the Governmental Revenue Contract #DA_53533_2021-2022_018 between the *State of Tennessee, Department of Mental Health* and Cumberland County, Tennessee.

Adopted this 19th day of July, 2021.

SPONSOR:

Allen Foster

Allen Foster, County Mayor

APPROVED:

Allen Foster, County Mayor

ATTEST:

Jule Bryson, Cumberland County Clerk

STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
5th FLOOR, ANDREW JACKSON BUILDING
500 DEADERICK STREET
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

MARIE WILLIAMS
COMMISSIONER

July 1, 2021

Honorable Allen Foster, County Mayor
Cumberland County
2 North Main Street, Suite 203
Crossville, TN 38555

Re: Payment for Mental Health Evaluation and Treatment Services for Criminal Defendants Charged With Misdemeanors Only [July 1, 2021-June 30, 2022]

Dear Mayor Foster:

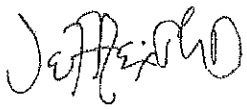
I am writing in reference to the billing and payment for mental health evaluation and treatment services for defendants charged only with misdemeanors. Judges in General Sessions, Criminal and Circuit courts have the authority to order mental health evaluation and treatment for criminal defendants under Title 33, Chapter 7, Part 3. On June 26, 2009, T.C.A. § 33-7-304 was signed into law making counties responsible for the cost of outpatient and inpatient mental health evaluations and treatment court ordered for defendants charged only with misdemeanors. The Department of Mental Health and Substance Abuse Services (TDMHSAS) makes these services available through outpatient provider contracts and inpatient services at the state's mental health hospitals (Regional Mental Health Institutes or RMHIs) and will continue to pay the costs for these services for defendants charged with at least one felony offense.

TDMHSAS will bill the counties for outpatient services for defendants charged only with misdemeanors at the same rate providers are reimbursed for those services (see item C., "Payment Terms and Conditions," page 3 of attached contract). A per diem rate will be charged for inpatient mental health evaluation and treatment services provided for these defendants at the RMHI serving your area. Unless we enter into a rate-setting agreement, the rate charged is between $861.52 and $1,139.49, depending on the RMHI, per day pursuant to statute. TDMHSAS was granted the authority to enter into contracts with local governmental agencies for the billing and payment for court ordered mental health evaluation and treatment services. Enclosed you will find a contract for your county that would establish the per diem rate for inpatient mental health evaluations ordered by courts in your county at $450.00 per day beginning July 1, 2021 through June 30, 2022. Without the rate-setting contract, we will have to charge your county the higher statutory rate.

Please sign and return the contract by email to Sherri.Draper@tn.gov

Your prompt action in this matter would be greatly appreciated so that we may set your per diem rate for inpatient evaluation and treatment services of defendants charged only with misdemeanors at $450.00. You may contact me at (615) 532-6747 if you have any questions or wish to discuss this matter further.

Sincerely,



Jeff Feix, Ph.D.
Director, Forensic and Juvenile Court Services

JF:/sd
Enclosure

GOVERNMENTAL REVENUE CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2021	June 30, 2022	DA_53533_2021-2022_018	53533

Procuring Party Legal Entity Name	Procuring Party Registration ID
Cumberland County, Tennessee	

Service Caption

Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes)

Agency Contact and Telephone #

For these services:

Dr. Jeff Feix, Ph.D., Director
Office of Forensics and Juvenile Court Services
Division of Planning, Research, and Forensics
Tennessee Department of Mental Health and Substance Abuse Services
(615) 532-6747

Director of Contracts:

Quinn Wilson Simpson
Assistant General Counsel / Director
Office of Contracts
Division of General Counsel
Tennessee Department of Mental Health and Substance Abuse Services
(615) 253-7654

OCR USE - RV

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
CUMBERLAND COUNTY, TENNESSEE

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the 'State" and Cumberland County, Tennessee (a Tennessee County), hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. Mutual Understandings of the Parties:

a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.

b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.

c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.

d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.

e. The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.

f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.

g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.

h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.

i. The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

A.2. Responsibilities and Obligations of the Parties:

a. Procuring Party. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:

(1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and

(2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.

b. State. The Parties agree that the State shall have the following responsibilities and obligations:

(1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;

(2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and

(3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on July 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), thereby ending on June 30, 2022. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months

C. PAYMENT TERMS AND CONDITIONS:

C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	$800.00 per service recipient

§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	$450.00 per service recipient per day

C.2. Daily Rate, "Date of Admission", and "Date of Discharge". For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.

C.3. Time of Payment and Collection Efforts. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.

C.4. Interpreter Services. In the event that the State must procure interpreter services from non-state resources under court order or in order to affect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.

C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dr. Jeff Feix, Ph.D., Director
Office of Forensics and Juvenile Court Services
Tennessee Department of Mental Health and Substance Abuse Services
500 Deaderick Street
Nashville, Tennessee 37243
E-mail Address: jeff.feix@tn.gov
Telephone #: (615) 532-6747
FAX #: (615) 253-3045

The Procuring Party:

Alan Foster, County Mayor
Cumberland County
2 North Main Street, Suite 203
Crossville, TN 38555
mayorfoster@cumberlandcountytn.gov
Telephone # (931) 484-6165
FAX # (931) 484-5374

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Procuring Party warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.4. Rule 2 Compliance. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*

a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.

b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF,

CUMBERLAND COUNTY TENNESSEE:

PROCURING PARTY SIGNATURE DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER DATE

RESOLUTION # 07-2021-9

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF CUMBERLAND COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $3,050,000 IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Cumberland County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to refund and refinance outstanding bonds of the County; and

WHEREAS, the County has previously issued and has outstanding its General Obligation Refunding Bonds, Series 2016, dated August 12, 2016, maturing June 1, 2022 and thereafter (the "Outstanding Bonds"); and

WHEREAS, all or a portion of the Outstanding Bonds can now be refunded for the purpose of reducing the debt service requirements of the County; and

WHEREAS, the Board of County Commissioners hereby determines that it is advisable to issue general obligation refunding bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Bonds; and

WHEREAS, a plan of refunding for the Outstanding Bonds has been filed with the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the County a report thereon, a copy of which has been made available to the members of the Board of County Commissioners; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed $3,050,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cumberland County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed $3,050,000 General Obligation Refunding Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(c) "County Mayor" shall mean the County Mayor of the County.

(d) "Governing Body" means the Board of County Commissioners of the County.

(e) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(f) "Refunded Bonds" means the maturities or portions of the maturities of the Outstanding Bonds designated for refunding by the County Mayor pursuant to the terms hereof.

(g) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

(c) The refunding of the Refunded Bonds authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the County over the term of the Refunded Bonds, thereby effecting a cost savings to the public.

(d) The refunding report of the State Director (the "Refunding Report") has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the refunding of the Refunded Bonds; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed $3,050,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed two percent per annum (2.00%), payable (subject to the adjustments permitted hereunder) semi-annually (or more frequently if approved by the Mayor and requested by the original purchaser thereof) on June 1 and December 1 in each year, commencing December 1, 2021. The Bonds shall be in such denomination(s) as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as

hereinafter provided, in the years 2022 through 2028, inclusive, with the final principal payment and amortization schedule to be established by the County Mayor pursuant to Section 8.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity, if applicable, to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds as a single term bond (a "Term Bond") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In such event, the County shall redeem the Term Bond on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. No notice shall be required of mandatory sinking fund redemptions.

(c) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds, which may be an officer of the County, and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit

confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(d) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. If requested by the holder of all of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(e) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(f) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment contained therein completed in full and signed with the name of

the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(g) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(h) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(i) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number ____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CUMBERLAND
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Cumberland County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2021, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

This Bond shall be subject to redemption prior to maturity at the option of the County, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by lot or such other random manner as the Registration Agent in its discretion shall determine.

[The County shall redeem this Bond on the redemption dates set forth below in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. No notice shall be required of mandatory sinking fund redemptions.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond.

This Bond is one of a total authorized issue aggregating $_____ and issued by the County to finance (i) the refunding of the County's outstanding General Obligation Refunding Bonds, Series 2016, dated August 12, 2016, maturing June 1, 2022 and thereafter; and (ii) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on July 19, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

CUMBERLAND COUNTY, TENNESSEE

By: FORM-DO NOT SIGN
County Mayor

ATTESTED:

FORM-DO NOT SIGN
County Clerk

Transferable and payable at the
principal corporate trust office of: _____

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

FORM-DO NOT SIGN
Registration Agent

By:_____
Authorized Trust Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Cumberland County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____

NOTICE: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct

appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be sold by negotiated sale to a financial institution selected by the County Mayor, in consultation with the Municipal Advisor.

(b) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the amortization schedule is consistent with the Refunding Report; (C) the final maturity date of each series shall not exceed the final maturity described in Section 4 hereof; and (D) the debt service schedule shall not result in balloon indebtedness that requires approval of the State Director;

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Bonds; or

(7) sell the Bonds, or any series thereof, or any maturities thereof as a single Term Bond with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The County Mayor is authorized to sell the Bonds to the original purchaser thereof selected by the County Mayor, in consultation with the Municipal Advisor. The sale of the Bonds by the County Mayor shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(d) The County Mayor and County Clerk are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the purchaser thereof and to execute, publish, and deliver all certificates and documents, including closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into

a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved. Upon the request of the original purchaser of the Bonds, the Bonds may be issued as a single term bond with mandatory redemption requirements consistent with this resolution.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be applied as follows:

(a) An amount sufficient, together with such other County funds as may be identified by the County Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Bonds shall be applied to the refunding thereof by depositing such funds with an escrow agent designated by the County Mayor, which agent would hold and invest such funds under an escrow agreement until the Refunded Bonds can be redeemed, and/or paying such funds directly to the holders (or paying agent for the holders) of the Refunded Bonds. The County Mayor and County Clerk are authorized to enter into an escrow agreement in order to accomplish the purposes of this paragraph.

(b) The remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Redemption and Prepayment of the Refunded Bonds. The County Mayor and the County Clerk, or either of them are hereby authorized and director to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of an publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment

of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds,

no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 14. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 15. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on July 19, 2021.

_____
County Mayor

Attested:

_____
County Clerk

Sponsor: Kyle Davis
_____

Cumberland County Commissioner

STATE OF TENNESSEE)

COUNTY OF CUMBERLAND)

I, Julius W. Bryson, certify that I am the duly qualified and acting County Clerk of Cumberland County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on July 19, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Refunding Bonds.

WITNESS my official signature on July 19, 2021.

_____

County Clerk

EXHIBIT A

REPORT OF DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT FINANCE

30995670.1

TENNESSEE
COMPTROLLER
OF THE TREASURY

JASON E. MUMPOWER
Comptroller

July 8, 2021

Honorable Allen Foster., County Mayor
and Honorable Board of Commissioners
Cumberland County
Two North Main Street, Suite 203
Crossville, TN 38555

Dear Mayor Foster and Members of the Board:

Thank you for your recent correspondence. We acknowledge receipt on July 2, 2021, of a request from Cumberland County (the "County") for a report on a plan of refunding (the "Plan") for the County's proposed issuance of an estimated of $3,030,000 General Obligation Refunding Bonds, Series 2021.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the County's Plan. The Plan, this letter, and the enclosed report should be made available on the County's website and must be presented to each member of the Board for review prior to the adoption of a refunding bond authorizing resolution.

If you should have questions or need assistance, please feel free to contact your financial analyst, Meghan Huffstutter, at 615.747.5379 or Meghan.Huffstutter@cot.tn.gov.

Very truly yours,

Betsy Knotts
Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit, COT
Mr. Nathan Brock, Finance Director, Cumberland County
Mr. Scott Gibson, Cumberland Securities Company, Inc.
Mr. Mark Mamantov, Bass, Berry & Sims

Enclosure: Report of the Director of the Division of Local Government Finance

BK:mh

TENNESSEE
COMPTROLLER
OF THE TREASURY

Report on General Obligation Refunding Bonds, Series 2021
Cumberland County, Tennessee

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on July 2, 2021, from Cumberland County, Tennessee (the "County"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee. This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary. This report and the County's Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

Private Negotiated Sale Approval

Pursuant to T.C.A. § 9-21-910, the County's request to sell the Series 2021 Refunding Bonds by negotiated sale is approved. This approval is conditioned upon the requirement that the bonds are sold with the same, or accelerated, principal repayment schedule as presented in the County's Plan.

COSTS:

Estimated costs of issuance are summarized below and are based upon the principal amount of $3,030,000 of the Series 2021 Refunding Bonds:

	Amount	Price per $1,000 Bond
Financial Advisor (Cumberland Securities)	$ 15,187	$ 5.01
Bond Counsel (Bass, Berry & Sims)	7,500	2.48
Total Cost of Issuance	$ 22,687	$ 7.49

BENEFITS:

The County's stated objective for the refunding is to achieve savings. The anticipated net present value debt service savings are $101,977 achieved by reducing the average interest rate on the debt.

Changes to the Structure of the Repayment Schedule

If the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-133 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the County's governing body to review prior to adopting a new refunding bonds authorizing resolution.

After Issuance

Our website contains specific compliance requirements your local government will be responsible for once the bonds are issued: http://tncot.cc/debt. The listing is not all inclusive and you should work with your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Betsy Knotts
Director of the Division of Local Government Finance
Date: July 8, 2021

RESOLUTION # 07-2021-10

A RESOLUTION APPROVING AMENDMENTS TO LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS, SERIES VII-F-1 AND SERIES VII-B-2 AND THE RELATED DOCUMENTS TO EXTEND THE APPLICABLE BANK RATE PERIOD RELATING TO SUCH BONDS AND TO PROVIDE FOR REPLACEMENT FOR THE LIBOR INTEREST INDEX FOR SUCH BONDS

WHEREAS, The Public Building Authority of Sevier County, Tennessee (the "Sevier Authority") and Regions Bank, as trustee (the "Trustee") have previously entered into an Indenture of Trust, dated as of August 1, 2008 (the "Original Indenture"), as supplemented by the Series VII-F-1 Supplemental Indenture of Trust, dated as of November 1, 2009, the Series VII-F-1 Second Supplemental Indenture of Trust, dated as of January 1, 2011, the Series VII-F-1 Third Supplemental Indenture of Trust, dated as of December 1, 2011, the Series VII-F-1 Fourth Supplemental Indenture of Trust, dated as of January 1, 2014, the Series VII-F-1 Fifth Supplemental Indenture of Trust, dated as of January 20, 2017 and the Series VII-F-1 Sixth Supplemental Indenture of Trust, dated as of August 1, 2018 (together with the Original Indenture, the "Series VII-F-1 Indenture"), providing for the issuance and delivery of the Local Government Public Improvement Bonds, Series VII-F-1, dated November 19, 2009, as reissued on January 19, 2011 (the "Series VII-F-1 Bonds"), for the purpose of making a loan to Cumberland County, Tennessee (the "County") pursuant to that certain Amended and Restated Loan Agreement, dated as of January 1, 2011, by and between the Authority and the County (the "Series VII-F-1 Loan Agreement"); and

WHEREAS, the Series VII-F-1 Bonds are held by U.S. Bank National Association (the "Lender") in the Bank Rate Period, as described in the Series VII-F-1 Indenture; and

WHEREAS, the Lender has offered to extend the Bank Rate Period for the Series VII-F-1 Bonds as set forth in and subject to the terms and conditions provided in the term sheet presented to this meeting for the Series VII-F-1 Bonds (the "Series VII-F-1 Lender Term Sheet"); and

WHEREAS, additionally, in connection with the expected discontinuance of the LIBOR interest rate index, the Lender has provided for the replacement of the LIBOR interest rate index for the Series VII-F-1 Bonds during the Bank Rate Period by the SOFR interest rate index, as provided in the Series VII-F-1 Lender Term Sheet; and

WHEREAS, the Sevier Authority and the Trustee have previously entered into the Original Indenture, as supplemented by the Series VII-B-2 Supplemental Indenture of Trust, dated as of November 1, 2008, the Series VII-B-2 Second Supplemental Indenture of Trust, dated as of December 1, 2010, the Series VII-B-2 Third Supplemental Indenture of Trust, dated as of December 1, 2013, the Series VII-B-2 Fourth Supplemental Indenture of Trust, dated as of December 30, 2016, and the Series VII-B-2 Fifth Supplemental Indenture of Trust, dated as of August 1, 2018 (together with the Original Indenture, the "Series VII-B-2 Indenture"), providing for the issuance and delivery of the Local Government Public Improvement Bonds, Series VII-B-2, dated November 20, 2008, as reissued on December 29, 2010 (the "Series VII-B-2 Bonds"), for the purpose of making a loan to the County pursuant to that certain Amended and Restated Loan Agreement, dated as of December 1, 2010, by and between the Authority and the County (the "Series VII-B-2 Loan Agreement"); and

WHEREAS, the Series VII-B-2 Bonds are held by the Lender in the Bank Rate Period, as described in the Series VII-B-2 Indenture; and

WHEREAS, the Lender has offered to extend the Bank Rate Period for the Series VII-B-2 Bonds as set forth in and subject to the terms and conditions provided in the term sheet presented to this meeting for the Series VII-B-2 Bonds (the "Series VII-B-2 Lender Term Sheet"); and

WHEREAS, additionally, in connection with the expected discontinuance of the LIBOR interest rate index, the Lender has provided for the replacement of the LIBOR interest rate index for the Series VII-B-2 Bonds during the Bank Rate Period by the SOFR interest rate index, as provided in the Series VII-B-2 Lender Term Sheet; and

WHEREAS, it is hereby determined by the Board of County Commissioners (the "Governing Body") to be in the best interest of the County to: (i) extend the Bank Rate Period of the Series VII-F-1 Bonds and provide for the replacement of the LIBOR interest rate index with the SOFR interest rate index as provided in the Series VII-F-1 Lender Term Sheet, , (ii) extend the Bank Rate Period of the Series VII-B-2 Bonds and provide for the replacement of the LIBOR interest rate index with the SOFR interest rate index as provided in the Series VII-B-2 Lender Term Sheet, and (ii) approve the execution and delivery of such amendments, supplements and documents relating to the Series VII-F-1 Bonds and the Series VII-B-2 Bonds to accomplish the purposes set forth herein; and

WHEREAS, for the purposes recited above, the Governing Body of the County adopts this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cumberland County, Tennessee, as follows:

Section 1. Approvals for the Series VII-F-1 Bonds. The extension of the Bank Rate Period for the Series VII-F-1 Bonds and the replacement of the LIBOR interest rate index with the SOFR interest rate index as provided in the Series VII-F-1 Lender Term Sheet is hereby approved. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver in the name and on behalf of the County, such documents as are necessary to accomplish the extension of the Bank Rate Period for the Series VII-F-1 Bonds and the replacement of the LIBOR interest rate index with the SORF interest rate index as provided in the Series VII-F-I- Lender Term Sheet. From and after the execution and delivery of thereof, the County Mayor and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents, amendments, supplements and certificates as may be necessary to carry out and comply with the purposes of this Resolution. All fees and expenses associated with the extension and amendments shall be paid by the County.

Section 2 Approval for the Series VII-B-2 Bonds. The extension of the Bank Rate Period for the Series VII-B-2 Bonds and the replacement of the LIBOR interest rate index with the SOFR interest rate index as provided in the Series VII-B-2 Lender Term Sheet is hereby approved. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver in the name and on behalf of the County, such documents as are necessary to accomplish the extension of the Bank Rate Period for the Series VII-B-2 Bonds and the replacement of the LIBOR interest rate index with the SORF interest rate index as provided in the Series VII-B-2- Lender Term Sheet. From and after the execution and delivery of thereof, the County Mayor and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents, amendments, supplements and certificates as may be necessary to carry out and comply with the purposes of this Resolution. All fees and expenses associated with the extension and amendments shall be paid by the County.

Section 3. Request the Sevier Authority to Approve Amendments. The County hereby directs the County Mayor to request that the Sevier Authority and the Trustee approve and consent to such documents necessary to effect the amendments described herein.

Section 4. Additional Authorizations. All acts and doings of the County Mayor and the County Clerk and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the amendments and the conversion as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 5. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this _____ day of _____, 2021.

/s/_____
County Mayor

ATTEST:

/s/_____
County Clerk

Resolution Sponsor:

Terry Lowe

Cumberland County County Commissioner

CERTIFICATE OF COUNTY CLERK

I, _____, certify that I am the duly qualified and acting County Clerk of Cumberland County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on _____, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the amendments of the Series VII-F-1 Bonds and the Series VII-B-2 Bonds.

WITNESS my official signature and seal of said County on this the _____ day of _____, 2021.

/s/_____
County Clerk

30623637.2

1st District
Chad Norris
Sue York
2nd District
Kyle Davis
Nancy J. Hyder
3rd District
Rebecca Stone
Darrell Threet
4th District
David Gibson
Charles Seiber
5th District
Jack Davis
Terry Lowe

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

2 North Main Street, Suite 203
Crossville, Tennessee 38555

6th District
Joseph Sherrill
Wendell Wilson
7th District
Mark Baldwin
Jerry Cooper
8th District
Jim Blalock
Deborah Holbrook
9th District
Colleen Mall
John Patterson

July 6, 2021

To: All County Commissioners, County Mayor, Highway Superintendent, Director of Schools & News Media

From: Terry Lowe, Chairman

BUDGET COMMITTEE
MEETINGS NOTICE

The Budget Committee of Cumberland County will meet in the Small Courtroom of the Courthouse on **Tuesday – July 13, 2021** and again on **Thursday – July 15, 2021** at 4:30 P.M.

A G E N D A
(For Both Meetings)

1) Call to Order
2) Approval of Minutes
3) Fiscal Year 2021-2022 Budget Review – All Funds
4) Other Business
5) Adjournment

Budget Committee Members:

Chad Norris
Kyle Davis
Darrel Threet
David Gibson
Terry Lowe
Joe Sherrill
Mark Baldwin
Deborah Holbrook
Colleen Mall

filed 7/6/2021
[illegible]

Date: 6/30/202110:11:03AM
User: donna

Cumberland Co General Sessions Court
Annual Financial Report
For The Year Ended June 30, 2021

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 904	**General Sessions Court Clerk**						
23000	**Due To State Of Tennessee**						
23111	Litigation Tax	0.00	431.25	153,300.77	-144,355.02	-9,377.00	0.00
23180	Criminal Injuries Compensation Tax	0.00	8.50	10,181.50	-9,848.00	-342.00	0.00
23220	Game And Fish Fines And Costs	0.00	0.00	2,669.00	-2,451.00	-218.00	0.00
23400	Department Of Safety	0.00	82.00	107,653.68	-102,348.86	-5,386.82	0.00
23600	Tenn Bureau Of Investigation	0.00	15.00	2,019.50	-1,932.71	-101.79	0.00
23810	Public Service Commission	0.00	0.00	183.00	-173.85	-9.15	0.00
23900	Other Funds Due State	0.00	1,748.79	220.00	-1,957.79	-11.00	0.00
	Totals:	0.00	2,285.54	276,227.45	-263,067.23	-15,445.76	0.00
24000	**Due To County Trustee**						
24140	Litigation Tax - General	0.00	-322.75	104,707.50	-97,358.79	-7,025.96	0.00
24150	Litigation Tax - Special Purpose	0.00	-618.50	173,187.25	-160,920.34	-11,648.41	0.00
24310	County Fines	0.00	564.50	23,398.00	-22,764.37	-1,198.13	0.00
24330	Drug Fines	0.00	0.00	9,389.23	-8,919.75	-469.48	0.00
24331	Drug Court Fee	0.00	-70.00	4,942.00	-4,628.38	-243.62	0.00
24340	County Game And Fish Fines	0.00	0.00	2,180.00	-1,962.00	-218.00	0.00
24360	Officers Costs	0.00	-417.00	60,076.00	-56,676.02	-2,982.98	0.00
24370	Jail Fees	0.00	-20.00	13,112.25	-12,437.60	-654.65	0.00
24380	District Attorney General Fees	0.00	0.00	2,930.50	-2,783.94	-146.56	0.00
24490	Other Collections	0.00	-50.50	13,137.50	-12,432.61	-654.39	0.00
	Totals:	0.00	-934.25	407,060.23	-380,883.80	-25,242.18	0.00
25000	**Due To Cities**						
25220	Drug Fines	0.00	-250.00	5,618.50	-5,100.06	-268.44	0.00
25230	Officers Costs	0.00	517.00	10,275.00	-10,252.38	-539.62	0.00
	Totals:	0.00	267.00	15,893.50	-15,352.44	-808.06	0.00
26000	**Due To Litigants, Heirs And Others**						
26100	Court Funds And Costs	11,880.65	16,142.55	596,533.79	-607,620.64	0.00	16,936.35
26200	Officers' Costs - Non-County	0.00	372.00	2,516.00	-2,888.00	0.00	0.00
26700	Cash Bonds	7,600.00	-12,250.00	20,250.00	0.00	0.00	15,600.00
	Totals:	19,480.65	4,264.55	619,299.79	-610,508.64	0.00	32,536.35
28000	**Other Credits**						
29900	Fee/commission Account	450.00	-1,197.22	286,820.99	-327,119.77	41,496.00	450.00
	Totals:	450.00	-1,197.22	286,820.99	-327,119.77	41,496.00	450.00
	Fund Totals:	19,930.65	4,685.62	1,605,301.96	-1,596,931.88	0.00	$32,986.35

Cumberland Co General Sessions Court
Annual Financial Report
For The Year Ended June 30, 2021

Summary of Assets:

Cash In Bank	$19,480.65	$32,536.35
Cash On Hand	$450.00	$450.00
Totals:	$19,930.65	$32,986.35

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2021.

Joseen Briggs (Signature) Circuit Court Clerk (Title) 7/6/2021 (Date)

Filed 7/6/2021
C Shear

Date: 6/30/202111:36:45AM
User: dma

Cumberland County Circuit Court
Annual Financial Report
For The Year Ended June 30, 2021

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 902	**Circuit Court Clerk**						
23000	**Due To State Of Tennessee**						
23111	Litigation Tax	0.00	126.25	46,087.53	-43,761.44	-2,452.34	0.00
23180	Criminal Injuries Compensation Tax	0.00	0.00	3,374.00	-3,263.00	-111.00	0.00
23220	Game And Fish Fines And Costs	0.00	0.00	20.00	-20.00	0.00	0.00
23400	Department Of Safety	0.00	0.00	913.00	-867.35	-45.65	0.00
23600	Tenn Bureau Of Investigation	0.00	0.00	4,829.50	-4,605.45	-224.05	0.00
23900	Other Funds Due State	0.00	800.00	939.50	-892.52	-46.98	800.00
	Totals:	0.00	926.25	56,163.53	-53,409.76	-2,880.02	800.00
24000	**Due To County Trustee**						
24140	Litigation Tax - General	0.00	-23.75	7,411.00	-6,889.08	-498.17	0.00
24150	Litigation Tax - Special Purpose	0.00	-50.00	12,016.16	-11,158.42	-807.74	0.00
24310	County Fines	0.00	0.00	3,862.00	-3,668.90	-193.10	0.00
24330	Drug Fines	0.00	0.00	19,443.50	-18,471.31	-972.19	0.00
24331	Drug Court Fees	0.00	0.00	4,847.85	-4,605.44	-242.41	0.00
24360	Officers Costs	0.00	-42.00	7,871.72	-7,438.23	-391.49	0.00
24370	Jail Fees	0.00	0.00	4,404.50	-4,184.27	-220.23	0.00
24380	District Attorney General Fees	0.00	0.00	2,146.50	-2,039.16	-107.34	0.00
24490	Other Collections	0.00	-3.00	3,342.50	-3,172.51	-166.99	0.00
	Totals:	0.00	-118.75	65,345.73	-61,627.32	-3,599.66	0.00
25000	**Due To Cities**						
25220	Drug Fines	0.00	0.00	6,314.00	-5,998.27	-315.73	0.00
25230	Officers Costs	0.00	0.00	3,247.00	-3,084.64	-162.36	0.00
	Totals:	0.00	0.00	9,561.00	-9,082.91	-478.09	0.00
26000	**Due To Litigants, Heirs And Others**						
26100	Court Funds And Costs	519,210.57	47,575.36	214,151.37	-593,239.44	0.00	187,697.86
26200	Officers' Costs - Non-County	0.00	0.00	40.00	-40.00	0.00	0.00
26400	Deposits	286,561.25	0.00	22,700.71	0.00	0.00	309,261.96
26700	Cash Bonds	2,500.00	-2,500.00	3,000.00	0.00	0.00	3,000.00
	Totals:	808,271.82	45,075.36	239,892.08	-593,279.44	0.00	499,959.82
28000	**Other Credits**						
29900	Fee/commission Account	100.00	-6,294.84	125,537.96	-126,200.89	6,957.77	100.00
	Totals:	100.00	-6,294.84	125,537.96	-126,200.89	6,957.77	100.00
	Fund Totals:	808,371.82	39,588.02	496,500.30	-843,600.32	0.00	$500,859.82

Cumberland County Circuit Court
Annual Financial Report
For The Year Ended June 30, 2021

Summary of Assets:

Cash In Bank	$521,710.57	$191,497.86
Cash On Hand	$100.00	$100.00
Investments	$286,561.25	$309,261.96
Totals:	$808,371.82	$500,859.82

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2021.

Jessica Burgess (Signature) Circuit Court Clerk (Title) 7/6/2021 (Date)

Date: 7/2/2021 9:50:11AM
User: Ashley

Cumberland County Clerk & Master
Annual Financial Report
For The Year Ended June 30, 2021

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 905 Clerk And Master							
23000	**Due To State Of Tennessee**						
23111	Litigation Tax	0.00	-54.25	15,378.00	-14,289.37	-1,034.38	0.00
23900	Other Funds Due State	0.00	142.50	1,323.00	-1,399.35	-66.15	0.00
	Totals:	0.00	88.25	16,701.00	-15,688.72	-1,100.53	0.00
24000	**Due To County Trustee**						
24140	Litigation Tax - General	0.00	-164.25	59,729.00	-55,544.10	-4,020.65	0.00
24150	Litigation Tax - Special Purpose	0.00	-15.00	4,695.00	-4,366.50	-313.50	0.00
24160	Delinquent Taxes	4,356.72	-5,097.75	520,480.66	-493,752.66	-25,986.97	0.00
24190	Other Local Option Taxes	0.00	-21.00	7,868.00	-7,454.65	-392.35	0.00
24320	Juvenile Fines	0.00	5.00	50.00	-52.25	-2.75	0.00
24360	Officers Costs	0.00	-146.00	25,787.50	-24,359.42	-1,282.08	0.00
24490	Other Collections	0.00	-9.00	2,736.00	-2,590.65	-136.35	0.00
	Totals:	4,356.72	-5,448.00	621,346.16	-588,120.23	-32,134.65	0.00
25000	**Due To Cities**						
25110	City Delinquent Taxes	0.00	0.00	33,284.40	-31,620.16	-1,664.24	0.00
	Totals:	0.00	0.00	33,284.40	-31,620.16	-1,664.24	0.00
26000	**Due To Litigants, Heirs And Others**						
26100	Court Funds And Costs	1,005,110.04	-10,933.30	960,280.96	-663,751.37	-346.56	1,290,359.77
26200	Officers' Costs - Non-County	0.00	190.00	2,877.00	-2,873.00	0.00	194.00
26300	Alimony/child Support	405.13	149.24	28,232.56	-26,919.01	-1,338.67	529.25
26400	Deposits	0.00	-68.00	68.00	0.00	0.00	0.00
26510	Attorney Fees - Delinquent Tax	0.00	-45.79	35,133.25	-33,333.08	-1,754.38	0.00
	Totals:	1,005,515.17	-10,707.85	1,026,591.77	-726,876.46	-3,439.61	1,291,083.02
28000	**Other Credits**						
29900	Fee/commission Account	360.00	-1,357.68	365,819.26	-402,795.61	38,339.03	365.00
	Totals:	360.00	-1,357.68	365,819.26	-402,795.61	38,339.03	365.00
	Fund Totals:	1,010,231.89	-17,425.28	2,063,742.59	-1,765,101.18	0.00	$1,291,448.02

recd 7/7/2021
[illegible]

Cumberland County Clerk & Master
Annual Financial Report
For The Year Ended June 30, 2021

Summary of Assets:

Cash In Bank	$460,207.52	$633,974.07
Cash On Hand	$360.00	$360.00
Investments	$549,664.37	$657,113.95
Totals:	$1,010,231.89	$1,291,448.02

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2021.

Sue Lollett (Signature) Clerk + Master (Title) 7-7-2021 (Date)

Recd 7/7/2021
JK

CUMBERLAND COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2021 - PERIOD ENDING 06/30/2021

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
	SUMMARY OF ASSETS:						
	CASH ON HAND	1,500.00					1,500.00
	FIRST NATNL BANK CUMBERLAND	26,859.79					28,796.98
	FIRST NATNL BANK INTEREST	.00					.00
	CREDIT CARD	33,077.16					29,966.10
	NSF CHECKS	.00					.00
	TITLE GIFT VOUCHER	.00					.00
	RENEWAL GIFT VOUCHER	.00					.00
	*** TOTAL ***	61,436.95					60,263.08

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELEIF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2021.

Jule Bryson
(Signature)

7-7-21
(Date)

County Clerk
(Title)

This report is to be filed with the County Executive and County Clerk.

Printed: 07/07/2021

recd 7/7/2021 CK

CUMBERLAND COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2021 - PERIOD ENDING 06/30/2021

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
21000	CURRENT LIABILITIES						
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00
22000	OTHER LIABILITIES						
22100	BUSINESS TAX REVENUE/GROSS REC	.00	2,713.00	2,713.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	2,713.00	2,713.00	.00	.00	.00
23000	DUE TO STATE OF TENNESSEE						
23110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00
23130	SALES TAX - AUTO - STATE	.00	.00	2,483,516.13	2,359,340.32	124,175.81	.00
23131	SALES TAX - AUTO - LOCAL	.00	.00	193,664.76	183,981.51	9,683.25	.00
23132	SALES TAX- BOAT - STATE	.00	.00	169,394.73	160,924.99	8,469.74	.00
23133	SALES TAX - BOAT - LOCAL	.00	.00	18,715.43	17,779.67	935.76	.00
23134	AUTO - STATE SINGLE ARTICLE	.00	.00	100,326.36	95,310.05	5,016.31	.00
23135	BOAT - STATE SINGLE ARTICLE	.00	.00	8,659.92	8,226.91	433.01	.00
23145	MFG HOMES INSTALLATION PERMIT	.00	.00	1,591.00	1,591.00	.00	.00
23150	MARRIAGE LICENSE - STATE	.00	.00	6,780.00	6,441.00	339.00	.00
23151	STATE PREMARITAL TRAINING	.00	.00	20,340.00	20,340.00	.00	.00
23160	MVD - STATE REGISTRATIONS	.00	.00	1,107,947.41	1,107,947.41	.00	.00
23163	EIVS NOTICE STATE	.00	.00	5,500.00	5,500.00	.00	.00
23165	MVD - RENEWALS	.00	.00	1,726,630.72	1,726,630.72	.00	.00
23168	Electric Vehicle Fee	.00	.00	2,708.25	2,708.25	.00	.00
23170	MVD - TITLE APPL - STATE	.00	.00	253,241.50	253,241.50	.00	.00
23175	RETIREMENT	.00	.00	.00	.00	.00	.00
23300	NOTARY COMMISSION	.00	.00	856.00	856.00	.00	.00
23405	GUN PERMIT - SAFETY	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	6,099,872.21	5,950,819.33	149,052.88	.00
24000	DUE TO COUNTY TRUSTEE						
24110	BUSINESS TAX DUE COUNTY	.00	.00	.00	.00	.00	.00
24120	BEER TAX	.00	.00	393,287.86	373,623.46	19,664.40	.00
24130	COUNTY WHEEL TAX	.00	.00	.00	.00	.00	.00
24170	HOTEL/MOTEL TAX	.00	.00	.00	.00	.00	.00
24210	MARRIAGE LICENSE - COUNTY	.00	.00	4,520.00	4,294.00	226.00	.00
24220	BEER APPLICATION	.00	.00	1,500.00	1,425.00	75.00	.00
24221	BEER ANNUAL RENEWALS	.00	.00	5,760.28	5,472.26	288.02	.00
24290	ADULT ENTERTAINMENT APPLICATIO	.00	.00	.00	.00	.00	.00
24295	Racetrack License Fee	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00

CUMBERLAND COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2021 - PERIOD ENDING 06/30/2021

Recd 7/7/2021 JV

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
24490	OTHER COUNTY COLLECTIONS	.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS TAG	.00	.00	552.40	524.78	27.62	.00
	*** SUB-TOTAL ***	.00	.00	405,620.54	385,339.50	20,281.04	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS						
26010	ML Specialty Certificate	.00	.00	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	2,566.99	2,566.99	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	15,238.25	15,238.25	.00	.00
26405	CREDIT CARD - BANK	.00	.00	32,441.66	32,441.66	.00	.00
26920	NOTARY SEALS	.00	140.00	1,752.00	1,612.00	.00	.00
26991	OVERPAYMENT REFUNDS	.00	.00	.00	.00	.00	.00
26999	OVER & SHORT	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	140.00	51,998.90	51,858.90	.00	.00
29900	FEE & COMMISSION ACCOUNT						
29900	CLERK'S MISC FEES	-61,436.95	-2,818.96	471,197.87	644,524.62	-169,333.92	-60,263.08
29901	COMPUTER FEES	.00	.00	1,713.00	1,713.00	.00	.00
29903	ARCHIVE FEE	.00	.00	84,354.75	84,354.75	.00	.00
29951	EARMARK 35 CENTS	.00	.00	9,397.50	9,397.50	.00	.00
29952	EARMARK TITLE 51 PERCENT	.00	.00	3,000.00	3,000.00	.00	.00
29953	EARMARK SCANNING	.00	.00	1,800.00	1,800.00	.00	.00
29955	EIVS NOTICE COUNTY	.00	.00	1,100.00	1,100.00	.00	.00
	*** SUB-TOTAL ***	-61,436.95	-2,818.96	572,563.12	745,889.87	-169,333.92	-60,263.08
	*** TOTAL ***	-61,436.95	34.04	7,132,767.77	7,133,907.60	.00	-60,263.08

rec'd 7/6/2021

June 7, 2021

Allen Foster, Mayor, Cumberland County Tennessee

Ref: Judical Commissioner

Dear Mayor Foster:

I would like to submit this letter of resignation as a part-time Judical Commissioner for Cumberland County, Tennessee, effective June 21, 2021.

I have faithfully served this position for the past 8 years, however, my schedule no longer enables me to devote the amount of time required to continue to provide my services. Please note that this resignation is not reflective of the change of staff in this office. I have the utmost respect for Jennifer Cross and all the Judical Commissioners within the office. It is simply a lack of time.

I wish to thank you and all and the citizens of Cumberland County for your confidence in me and the opportunity to serve you.

Please let me know if I can ever be of further assistance, and am wishing you all the best.

Respectfully submitted;

Ronald Erick

Attention: Honorable Larry Warner, Judge Cumberland County
Philip Burnett, County Attorney
Jennifer Cross, Director, Judical Commissioner's Office

COPY

Recd 6.24.21

HEALTH AND SAFETY STANDARDS BOARD
May 19, 2021
Room 310, Cumberland County Courthouse

Members:
Nancy Hyder, Chair
Tom Isham
Craig Clark
Joe Koester
Sheryl Webb (ABSENT)

Others Present:
Philip Burnett, County Attorney
Emmalee Cole, Burnett Law
Heather Mullinix, *Crossville Chronicle*
Rebecca Stone, 3rd District
Darrell Threet, 3rd District
Colleen Mall, 9th District
Torey LaMontagne, minutes
10 members of the general public

CALL TO ORDER:
Commissioner Hyder called the meeting to order at 2:00 pm on May 19, 2021 in room 310 of the Cumberland County courthouse. One committee member is absent.

APPROVAL OF MINUTES:
Clark makes a motion to approve the minutes from the previous meeting as presented; motion seconded by Koester, no opposed, motion carries. Last meeting's minutes are approved as presented.

OSWEGO RD UPDATE:
Roxanne Smith is the wife of owner of Oswego Rd property, Cecil Smith, and she is present for this complaint. She explains that they are in the process of having the lot cleaned up. They have received quotes from various companies for clean-up and they will be choosing one and moving forward in the process. Nancy and Tom thank her for coming, and reiterate that this is all that we are usually asking for—a swift and compliant clean up with updates along the way. A motion is made by Clark to delay action and include this property on the next agenda for update. Isham seconds the motion, no opposed, motion carries.

WABASH LN UPDATE:
Torey gives an update on the delivery of the letter to Wabash Ln. It is still showing as in transit to the next destination. One member of the public mentions that Tansi POA had tried to send letters to this address for the property owner as well, but they had always been returned. This letter has yet to be returned to the mayor's office by USPS. Rebecca Stone asks if it is possible to send a corresponding letter to local POA offices letting them know when a property in the association has received a letter from the HSSB. Burnett agrees that it isn't a bad idea. Koester voices that Tansi POA should be receiving a letter regarding each complaint under its authority. A motion is made by Clark to create a standard procedure notifying any local POA or HOA by letter letting them know that there has been a complaint lodged in the jurisdiction where their covenants apply. These notices are to go out in conjunction with first letters of complaint. Motion is seconded by Koester. No opposed, motion carries.

Burnett states to the board that he can have a Sheriff's deputy serve copies of the letter to Wabash to the property owner's address and the physical Wabash address. A motion is made my Koester to have Burnett send copies of the letter via Sheriff's deputy to addresses on Howard Springs Rd and Wabash Ln. Clark seconds the motion. No opposed, motion carries. Tom Isham asks Burnett if a POA can take these cases to court and get a judgement against the property owner—just as the board had done. Burnett answers by explaining that although Tansi has varying levels of POA, it should be able to go to court based on its restrictions and covenants.

JADA DR UPDATE:
According to the latest update from an heir to the property, it has been sold. It was also recently mowed. Nancy suggests moving this property to the next agenda for update. Clark states that he would like to credit the

community for getting this one moving along rather quickly. This property is tabled until June meeting for update.

BENT TREE DR UPDATE:
Burnett: My office has tried and failed to find a living heir. We have tried 12-15 out of state phone numbers and they are all non-working or disconnected. Contacted Tenncare and found out a lot of information. The home has a Tenncare lien for $108,000 currently on the property. Recently, legislation was passed through the state not allowing Tenncare to collect on any cases older than four (4) years old. The Tenncare rep stated that they would simply send the board an affidavit releasing the lien on the property, as they have no interest in it any longer. A motion is made by Isham to have the County receive bids to clean this lot, and have the county attorney open an estate (not to exceed $500) as a "creditor" to this property, in hopes that an heir will come forward. Clark seconds the motion. No opposed, motion carries.

HIGHLAND LN:
There is chatter about a property on this road but no complaint to the board yet. Nancy states that you can't see junk cars from Highland Ln either way. Burnett explains that the person with the State of TN that is in charge of that branch of beautification has been contacted numerous times with many messages left, and no returned phone calls as of yet.

NEW BUSINESS:
Yuork Dr:
The mayor's office received a formal complaint to the board after the agenda had been set.
Nancy says that it looks to be an old Tansi cabin. The constituents present for this complaint state that the property was undergoing a renovation from the residents, caught fire, and was abandoned. Residents seem to have abandoned everything that was not salvageable. Nearby neighbors have been killing rodents over and over again but had not had prior rodent issues. Complainants had originally gone to Tansi POA and were told about the HSSB. A motion is made by Joe Koester to send a certified first letter of complaint to the property owners of the Yuork Dr property via USPS. Motion is seconded by Isham, no opposed, motion carries.

Open Range Rd:
Constituents on Open Range Rd are present with concerns about a neighbor that is living out of a camper on a nearby property with no running water, plumbing, septic, or electrical. Constituents share details regarding their concerns for the pond that they all share being contaminated. Burnett lets them know that the Tennessee Department of Environment and Conservation (TDEC) would look into the clean ground water issue for them. Nancy explains to them how the complaint to the board works, and the constituents thank the board for its help and guidance. Burnett suggests that the complainants try for some high-resolution photos of the property in question.

Regarding suspected dumping of septic in Pleasant Hill:
Nancy learned through TDEC that these persons who do this kind of work have permits to dump on open parcels of property in certain areas. This way, TDEC is aware of who, where, and how much is being dumped at a time. Rebecca Stone asks Burnett if you have to have a permit in the state of Tennessee for an 'outhouse' type structure and he is unsure.

ADJOURNMENT:
The next meeting is set for Wednesday, June 23rd at 2 pm in room 310 of the courthouse. With no further business, a motion is made to adjourn by Clark. Motion is seconded by Isham. No opposed, motion carries. Meeting is adjourned at 4:05 pm on Wednesday, May 19, 2021 in room 310 of the Cumberland County courthouse.

Nancy J. Hyder
Nancy Hyder, Chair

June 23, 2021
Date

rec'd 6.24.21

Delinquent Tax Committee
Minutes

May 17, 2021 at 4:15 pm
Room 310, Cumberland County Courthouse

Members Present:	Members Absent:	Others Present:
Jack Davis		Beth Wyatt-Davis
Nancy Hyder		
Deborah Holbrook		
Darrell Threet		
Allen Foster		

Meeting was called to order at 4:23 pm on May 17, 2021 by Nancy Hyder.

Minutes from the April 19, 2021 meeting were approved after a motion to approve by Holbrook, seconded by Foster. All approved, motion carries.

Lynne and Michael Kapalin placed a bid of $261.70 plus paid a $45 advertising fee for 125 Harlech Lane, Fairfield Glade, TN, Map 90K Group A Parcel 057.00. Pending no other bids. Threet made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Frances Atkins and Star Stone placed a bid of $389.50 plus paid a $45 advertising fee for 8109 Cherokee Trail, Crossville, TN, Map 149F Group E Parcel 017.00. Pending no other bids. Holbrook made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Old Business -None

New Business - Next Meeting is scheduled for June 21, 2021 at 4:15 pm.

Motion to adjourn at 4:29 pm made by Foster, seconded by Davis.

Nancy Hyder
Minutes Approved by

June 21, 2021
Date

MINUTES

Debt Management Committee
Of
Cumberland County, Tennessee

Meeting Held
At The
Courthouse Large Courtroom

December 3, 2020

Members Present:

Chad Norris
Kyle Davis
Terry Lowe
David Gibson
Darrell Threet
Mark Baldwin
Joe Sherrill
Deborah Holbrook

Members Absent:

Colleen Mall

CALL TO ORDER

Chairman Davis called the meeting to order at 4:35 P.M. and the following business was conducted:

APPROVAL OF MINUTES

After review of the minutes of the September 15, 2020 meeting, Commission Gibson made a motion to approve as presented. Commissioner Lowe seconded the motion and it carried by voice vote.

DEBT PRESENTATION
FROM
CUMBERLAND SECURITIES COMPANY, INC.

Scott Gibson, a representative from Cumberland Securities, presented members of the Committee with a handout and reviewed the information enclosed. Mr. Gibson discussed the importance of strong fund balances and conservative variable interest rate budgeting.

During the discussion Mr. Gibson noted that in 2021 that there were some loans that could possibly be refinanced to reduce interest costs. He will review that options with the committee at a later date.

DISCUSSION OF
ARCHIVES BUILDING RENOVATIONS FINANING

Members of the committee reviewed the estimated cost of $1,600,300 for the proposed renovation at the Archives Building. During the discussion, Finance Director Nathan Brock provided members of the committee with revenues and expenditures. The Finance Director reminded members of the committee that the revenue was collected through the County Clerk, Clerk and Master, and Circuit Court Clerk.

As the discussion continued, Mr. Brock advised the committee that the county could do an internal transaction by issuing short term note and budget the funds into a Capital Projects Fund. He also stated that the Archives fees that are being collected can only be used for expenses related to Archives/Preservation of Records.

After review and discussion, Commissioner Joe Sherrill made a motion to issue a Capital Outlay Note and budget the proceeds in a Capital Projects Fund. Archives fees received in the amount of $75,000 would be transferred annually to the Debt Service Fund to repay the Debt Service Fund. The transfer amount would be reviewed and approved annually by the Budget Committee. Commissioner Holbrook seconded the motion and it carried by voice vote 8Y-0N-0A.

DEBT REPORT
FROM
FINANCE DIRECTOR

Finance Director Nathan Brock presented members of the committee with a handout showing a multi-year projection on the Debt Service Fund.

DEBT MANAGEMENT
POLICY REVIEW

The Committee reviewed Commission rules set in place by the Rules Committee along with the Debt Management Policy. During the discussion Mayor Foster stated that he feels that no changes need to be made to the Debt Management Policy. Scott Gibson stated that he felt that Cumberland County had a great policy.

Commission David Gibson made a motion to make no changes per the recommendation of Mayor Foster. Commissioner Norris seconded the motion and it carried by voice vote.

OTHER BUSINESS

There was no other business to discuss.

ADJOURNMENT

With no further business to discuss, Commissioner Lowe made a motion to adjourn. Commissioner Norris seconded the motion and it carried by voice vote. The meeting adjourned at 5:40 P.M.

MINUTES

Financial Management Committee
of
Cumberland County, Tennessee

Meeting Held
at the
Courthouse – Small Courtroom

May 5, 2021

Members Present:

Scott Blaylock
Jack Davis
Allen Foster
Nancy Hyder
Dr. Ina Maxwell
John Patterson

Chairman Allen Foster called the meeting to order at 8:00 A.M. with the following business conducted:

APPROVAL OF MINUTES

After review of the minutes of the April 9, 2021 meeting, John Patterson made a motion to approve them as presented. The motion was seconded by Nancy Hyder and carried by voice vote.

REVIEW/APPROVAL OF BID ITEMS

The following bid procurement items were presented to the Committee for consideration:

Item #1
BOE
Roofing Projects

Motion to award bid to the low bidder – Turner Roofing Company
in the total amount of $772,900.00,
per the attached bid tabulation and recommendation
of the School Building Maintenance Supervisor, by Hyder.
Seconded by Davis and carried by voice vote.

Item #2
Courthouse
Tuckpointing & Masonry Repairs

The Committee previously deferred action on this item to allow time for the County Mayor, Finance Director & Building Maintenance Supervisor to evaluate the bid responses. County Building Maintenance Supervisor Adam Sebia explained that the

lowest two bidders were interviewed, and as a result of those interviews the recommendation was to award to the low bidder Rector Stoneworks in the amount of $57,200.00. After further review and discussion, Scott Blaylock made a motion to award the bid as recommended by the Building Maintenance Supervisor. The motion was seconded by Jack Davis and carried by voice vote.

ADJOURNMENT

With no further business to discuss, Jack Davis made a motion to adjourn. The motion was seconded by Nancy Hyder and carried by voice vote. The meeting adjourned at 8:06 A.M.

23 June 2021

TO: Mayor Allen Foster

FROM: Sheila A. Drake

SUBJECT: Application for Assessor of Property Position

Mayor Foster,

This is my formal application for the position of Assessor of Property. I have enclosed my letter of intent and resume. I made copies for each of the commissioners for you to distribute.

Thank you for this opportunity and I look forward to hearing from you.

Sincerely,

Sheila A. Drake

SHEILA A. DRAKE

175 Woodhaven Drive
Crossville, Tennessee 38571
drake.sheila1998@gmail.com

Mayor Foster,

I am applying for the position of Cumberland County Assessor of Property. I have 27 consecutive years in county government service with 23 years of that service in the Assessor's office.

I began my career as a public servant in 1986 as an Administrative Assistant to the County Executive of Morgan County. I embraced the ability of helping others while acquiring the knowledge of all aspects of county government operation.

In 1994 I was recruited by the County Clerk of Court and became a member of his team.

A position became available in the Assessor of Property office in 1998. I applied and became the Mapper and Field Appraiser for the Assessor. This was a very exciting change for me. My husband at the time was an engineering surveyor. I worked as his helper whenever I was available, acquiring valuable knowledge pertaining to deeds, leases, boundaries, sketching of deed descriptions, legal definitions, and owner responsibilities.

The Assessor depended on each employee to have the ability to answer any question that came into the department, no matter the content. This required me to be knowledgeable of all operating aspects of the office, including budget and budget amendments.

In 2015 a position became available in the office of David Simcox, the Cumberland County Assessor. I eagerly applied for the position and proudly began working on his team in January 2016. My current husband and I sold our home in Morgan County and purchased our new home in Riverchase, located within the Crossville city limits, and we are very happy to be here.

In 2018, Mr. Simcox appointed me Supervisor of the Field Appraisal Team. Under his leadership we made some very positive changes to the office with new technology available to us. My duties were to supervise activities and operations of my department, interpret and apply state and local law pertaining to property appraisal, plan, organize, and implement work activities and coordinate daily work assignments, managing over 68,000 taxable parcels of property. I work closely with the local Division of Property Assessment (DPA), a division of the Tennessee Comptroller of the Treasury. This is to insure success in everything we do, along with following a strict assessment schedule throughout the year.

Currently, The Office is in the process of a reappraisal period. This means all values, land and real property, will see adjustments by the DPA. This is a very sensitive time for The Office, the

county, and property owners. This could prove very difficult for an inexperienced and unprepared person that might be appointed to The Office.

My department is the heartbeat of The Office. We have been able to measure 136 new homes this year, putting $28.3 million of new appraisals on the tax roll which will add over $110,000 in new tax money to the budget. We will continue to add to these numbers until September 1st. We currently have close to $1.5 billion in assessment totals on record and over $5.8 billion in appraisal totals.

In many cases I am the first county employee a new property owner meets and answer questions they may have about their property tax and values. I also provide information and assistance to builders, realtors, attorneys, mortgage companies, and other individuals regarding appraisal data.

Lori and I had discussed many ideas that we were both wanting to implement into the department. I want very much to see these ideas become reality. I have a great vision for the future of The Office of the Assessor and, as Assessor, I will work hard to make these ideas reality.

I believe it is critical to continue the leadership of the Office of Assessor with a person that is extremely knowledgeable of the office workings, a person that knows all facets of the position, a person with decades of experience in the Assessor's office. I am that person and I am ready to serve.

It would be an honor and a privilege for me to continue as a servant to Cumberland County as the Assessor of Property. I proudly ask for your consideration.

Sincerely,

Sheila A. Drake

Office of the Assessor of Property
Supervisor/Chief Field Appraiser

SHEILA A. DRAKE

175 Woodhaven Drive
Crossville, Tennessee 38571
(865) 850-7247
drake.sheila@gmail.com

EXPERIENCE

1980 – 1986

OFFICE MANAGER, AYTES COAL COMPANY, INC.

Payroll for 80 employees, bookkeeping, preparing budgets, purchase orders, invoicing, receipts receivable, bid placement, scheduling meetings, document preparation.

1986 – 1990

ADMINISTRATIVE ASSISTANT, COUNTY EXECUTIVE, MORGAN COUNTY, TN

Appointment scheduling, public relations, budget preparation, assisting office holders, prepare grants.

1990 – 1994

TIME OFF FOR FAMILY

1994 – 1998

CLERK, COUNTY COURT CLERK, MORGAN COUNTY, TN

Public relations, assisting with tag and title purchases, responsible for juvenile court records and scheduling of court appearances.

1998 – 2016

FIELD APPRAISER & MAPPER, ASSESSOR OF PROPERTY, MORGAN COUNTY, TN

- Responsible for reporting and maintaining deadline schedules for the State Comptroller Division Property Assessment.
- Data entry
- Public Relations
- Sketching deed descriptions and applying changes to county maps.
- Transferring property ownership
- Processing Greenbelt applications
- Requesting budget amendments
- Read and interpret blueprints, floor plans, maps, plats, surveys or other pertinent documents.
- Field Review of Real Property, locating and identifying property locations. Measure, draw structure shape and collect data relating to type of construction. Prepare detailed property records calculating appraised value of improved property.

2016 – PRESENT

SUPERVISOR/CHIEF FIELD APPRAISOR, ASSESSOR OF PROPERTY, CUMBERLAND COUNTY, TN

- Identify factors impacting value of existing properties, such as remodeling, new features, depreciation, sales ratio, classification, changes of use, and other factors used to consider values.
- Read and interpret blueprints, floor plans, maps, plats, surveys and other pertinent documents.
- Operate computer entry, retrieve and review or modify data; verify accuracy of entered data and make corrections; utilize word processing, database or other software programs available.
- Maintain a comprehensive, current knowledge and awareness of applicable laws and regulations and training sessions as appropriate.
- I am tremendously organized, dependable, honest and very hard working, ensuring that work schedules are followed, daily duties are assigned, including clerical skills.
- Conduct Field Review of Real Property, locating and identifying property locations referring to all maps, property indexes, building permits and any other recorded documents. Measure, draw structure shape and collect data relating to type of construction, age, building materials, and other conditions effecting value. Take photographic records and prepare detailed property records calculating appraised value of improved property.

EDUCATION

1974

ASSOCIATES DEGREE/BUSINESS MANAGEMENT, VOGUE CAREER COLLEGE, CINCINNATI, OHIO

GOALS

I want to ensure a professional administration to achieve honesty, integrity, accuracy, reliability and accountability; to ensure an up-to-date and equitable property tax base and to keep all department employees within the office up-to-date on training.

To: The Honorable Cumberland County Commission

From: Chad Norris

I am submitting this letter as my request for consideration of appointment as Property Assessor.

All of you know me from serving with you on the Commission; however, very few of you may be familiar with my background. Please allow me to tell you a bit about myself.

For the past 16 years I have worked for Cumberland County Sheriff's Office (CCSO) as a Patrol Deputy, child abuse and sexual crimes Investigator, and most recently as the Training Officer and Evidence Custodian. I have immensely enjoyed working for CCSO and making some great friends from there.

Prior to working in the law enforcement field, I was in the Real Estate industry. I started out as a Realtor selling property alongside my parents, Sonny and Diana Norris, and my Grandfather, Elmer Atkinson, all of whom enjoyed a lengthy and successful career in the real estate industry. While working as a Realtor I frequently did comparative market analysis, which is essentially an appraisal, to determine value of residential property, commercial property, and farms and land in order to sell a client's property or to help a customer to make sure they were getting a good deal on their purchase. My parents opened their own real estate firm, Realty One Group, which was very successful. I eventually got my Real Estate Managing Broker license and took over managing the firm, where I was responsible for the day to day running of the office which entailed supervising approximately 20 realtors and ensuring that all documentation for closings, listings, and licensing were done properly. In addition, I was also responsible for handling any complaints or issues that arose pertaining to realtors or real estate transactions. This experience gave me a vast knowledge about the real estate industry, which included valuing the potential and proper price for real estate. I spent several years in the real estate industry with the last 4 years as a Managing Broker/ Office Manager. Since leaving the real estate industry I have continued to stay in contact with individuals who are still in the industry and I have stayed abreast of the real estate industry and its trends.

I am a graduate of Tennessee Technological University with a Bachelor's Degree in Sociology with a concentration in Criminal Justice. I also hold an Associates Degree in Legal Assisting from Roane State Community College and an Associate's Degree in Criminal Justice from Walter State Community College which I earned while attending the police academy there. In addition, I completed a semester at Nashville School of Law, but due to family circumstances that arose during that time I was unable to complete that degree.

I believe that my experience in the real estate industry makes me a good candidate for County Property Assessor. The knowledge and experience that I gained working in real estate and managing the real estate office will make me prepared to step into that role. In addition, I believe the time that I have served on the County Commission has provided me with a great experience and knowledge of county government. This experience has furthered my knowledge of the importance of the Property Assessor's office. As Property Assessor it is important to generate as much revenue as possible for the county to operate, with a large portion of that revenue being generated through property taxes; however, it is equally important to be fair to the citizens of our community and not overvaluing their property. If any of

you are familiar with selling or buying real estate, you'll know that an appraisal is done in the vast majority of transactions; however, what you may not know is that when a realtor begins the process of writing a contract for purchase of property or listing for sale a piece of property, one of the first things we look at is the tax appraisal to help determine a fair purchase price.

I am able to see the importance of properly valuing someone's property; if someone's property is undervalued it not only affects the revenue of the county, but can also affect a person's ability to get loans on their property or sell their property for it's true value.

In addition to knowing how to properly assess and appraise property I believe that I will have an excellent working relationship with other County Department heads and their employees. I think it is vital to have a good working relationship with other departments as the Property Assessor's office will frequently interact with the Register of Deeds office, the Trustees office, the Finance office, and during budget time, the County Commission.

You may ask yourself why I didn't run for the office during the past election; as with many of us life has a way of playing a role in our decision making. At the time of the previous election, I had some family issues going on that prevented me from running in the election, which was the right decision at that time, as my dad passed away in March 2020.

I hope this letter has given you a better understanding of what my experience is and how it makes me a good candidate for Property Assessor.

I thank you for your consideration.

Sincerely,

Chad Norris

Chad Norris

CHAD ALAN NORRIS

203 Thompson Lane, Crossville, TN 38555, 931-210-4880, chadalannorris@gmail.com

EXPERIENCE

1st District Commissioner **September 2018 - Current**

Cumberland County (TN) Commission | Crossville, TN

Responsibilities include serving constituents and the county through a myriad of duties that include enacting legislation through resolution, approving the county's fiscal budget, setting the County property tax rate, establishing policy, and serving as a voice for the people.

General Departmental Instructor and Evidence Custodian **January 2019 - Current**

Cumberland County (TN) Sheriff Office | Crossville, TN

General Departmental Instructor: Some of the responsibilities are developing and coordinating in-service training programs, developing lesson plans to include course goals and objectives, teaching courses, tracking officer's yearly education, maintaining training records, providing documentation of officer's education to Tennessee Peace Officer Standards and Training Commission (POST), providing documentation to POST for newly hired officers, and requesting POST approval for newly hired officers to become certified officers with the state of Tennessee.

Evidence Custodian: Some of the responsibilities are maintaining the evidence vault, tracking all items of evidence, maintaining records for all cases involving items of evidence, generate legal documents/orders for disposal of evidence, and testify in court hearings.

Criminal Investigator (Special Investigations Unit) **January 2007 - January 2019**

Cumberland County (TN) Sheriff Office | Crossville, TN

Responsibilities included conducting investigations involving child abuse, sexual crimes, missing persons, kidnappings, deaths, other major crimes and Internal Affairs Investigations. Required maintaining case files, generating reports, conducting interviews, obtaining statements and records, generating court case files, and testifying in court. Required constant interaction and collaboration with various government agencies/departments and private companies. Taught courses covering Child Abuse, Elder/Vulnerable Adult Abuse, Domestic Assault, Human Trafficking, Law Enforcement Role in Sexual Assaults, Law Enforcement Response to Dealing with Mentally Ill, Sudden Infant Death Syndrome, Drug Endangered and At Risk (DEAR) Children, and Sex Offender Registry.

Deputy Sheriff **December 2004 - January 2007**

Cumberland County (TN) Sheriff Office | Crossville, TN

Responsibilities included investigating domestic assaults, serving civil documents, serving arrest warrants, writing crash reports, writing incident reports, enforcing traffic laws, answering dispatched calls for police services, writing and executing arrest warrants, and various other law enforcement activities.

May 2004 - November 2004

Police Officer

Oak Ridge (TN) Police Department | Oak Ridge, TN

Responsibilities included investigating domestic assaults, serving arrest warrants, writing crash reports, writing incident reports, enforcing traffic laws, answering dispatched calls for police services, writing and executing arrest warrants, and various other law enforcement activities.

Real Estate Managing Broker — September 2001 - May 2004
Realty One Group | Crossville, TN

Some of the responsibilities included overseeing all real estate transactions to verify that all documents were in compliance with state and federal laws, reviewed closing documents, managed escrow account, supervised/managed approximately 20 Realtors, resolved disputes between client, customers, and/or Realtors, scheduled closings, appraisals, surveys and other services required for real estate transactions, reviewed all listing agreements, managed Realtors training hours, looked over all advertising to ensure it met all legal standards, assisted Realtors with determining appropriate listing price for property by utilizing comparative market analysis, performed title searches on property for pre-closing or listing purposes, obtained plat maps of properties for listings or purchasing purposes, and managed the day to day running of the real estate office.

Realtor/ Real Estate Affiliate Broker — July 1995 - September 2001
Realty One Group | Crossville, TN

Some of the responsibilities included listing property for sale, working with customers to purchase property, assisted customers with obtaining financing, wrote listing contracts, wrote sales contracts, advertised property for sale in various types of media, assisted clients and customers with obtaining services required to sell property or to purchase property, assisted customers with determining a fair purchase price, assisted clients with determining a fair market value for their property listing, and obtain plat maps, property tax records, and deeds for listing and/ or purchasing property.

EDUCATION

Bachelor of Science Sociology/Criminal Justice — May 2003
Tennessee Technological University, Cookeville, TN

Associates of Applied Science Criminal Justice — September 2004
Walter State Community College, Greenville, TN

Associates of Applied Science Legal Assisting (Paralegal) — December 1999
Roane State Community College, Crossville, TN

High School Diploma — May 1993
Cumberland County High School, Crossville, TN

TRAINING-CERTIFICATES-AWARDS

Awards

02/2008 Letter of Commendation from Cumberland County Sheriff Office

02/2014 Everyday Hero Award from Upper Cumberland Child Advocacy Center

05/2018 Community Hero Award from Upper Cumberland Adult Abuse Coalition

Training/ Certificates

09/2004 Tennessee Peace Officer Standards and Training Certificate

07/2006 Child Fatality Investigation

02/2007 Wicklander-Zulawski Child Abuse Interview and Interrogation Techniques

04/2007 Prevention through Understanding Investigating Unexpected Infant Death (Train-the-trainer)

07/2007 Basic Criminal Investigation Class

10/2007 Intermediate ICS Expanding Incidents (ICS 300)

10/2007 Advanced ICS Command and General Staff Complex Incidents (ICS 400)

02/2008 Seizing and Securing Digital Evidence

04/2009 Protecting Children Online: Technology-facilitated Crimes Against Children

06/2010 Internal Affairs Investigations

09/2010 Investigative Strategies for Missing and Abducted Children (ISMAC)

03/2011 Investigative Strategies for Missing and Abducted Children

04/2012 Basic Forensic Response to Missing and Abducted Children

03/2013 Human Trafficking by TBI

09/2014 Child Protective Services Investigator (TBI) Training Academy

Reid & Associates Interview & Interrogation for Child Abuse

07/2016 Advance Power Point for Law Enforcement

02/2018 Basic Crisis Negotiation by FBI

Kelli G. Tipton
954 Bristow Road
Crossville, Tennessee
931.335.2123
Kelli.Tipton@outlook.com

Mayor Foster/CC Commission
2 N Main St #203
Crossville, Tennessee 38555

I would be honored to serve as your Assessor of Property for Cumberland County. I am certain that my leadership, team building, business management, and customer service attributes, will make a lasting impact in this department that we may all be proud of for years to come.

As you will see from my resume, I primarily have worked in management and community relations positions in healthcare, however I have always had an interest in real estate and property, and it has become something I thoroughly enjoy working in and learning about. I am currently enrolled in Affiliate Broker Courses at this time, to further my knowledge of property laws, etc., and plan to have those completed soon. I have been a Cumberland County property owner since 2016 for my primary residence and have held ownership of my business property since 2018. I operate commercial and storage rentals as well and have been involved with leasing properties since 2016. I have also been involved in refurbishing homes for resale, as well as my own personal properties. All of these experiences have given me a well-rounded knowledge base to begin from in this position.

My most recent role has been Founder and CEO of Grace Givers Home Care LLC, a Personal Support Services Agency I opened in December of 2017 as the Sole Member. Since then, and under my leadership we have grown exponentially, and flourished into a thriving business with revenues well upward of 1 million dollars per year. We have received honors of being named Business of the Year from the Crossville-Cumberland County Chamber of Commerce, as well as being 1 of 4 agencies in the state to receive National Recognition as a Leader in Excellence by Home Care Pulse in 2020. Recipients of this award represent the top 15% of agencies participating in the Home Care Pulse Satisfaction Management Program. As the company has grown, I have continued to implement additional staff and procedures to allow myself to transition out of day-to-day operations very smoothly.

I understand the importance and dedication that this position entails, and the effect that having the right person in the right seat can have for all residents of Cumberland County, as well as the current team employed in the Assessor of Property office. Should I be selected, I would plan to transition 100% out of the day-to-day operations of my company, to focus on my new role, and could do so almost immediately for the remainder of my term. My primary focus from day one, would be to support my new team in whatever ways they may need, and familiarize myself with all aspects of my new position. Thank you in advance for your careful consideration.

Sincerely,

Kelli G Tipton

Kelli G Tipton
954 Bristow Road, Crossville TN 38571 931.335.2123
Kelli.Tipton@outlook.com

Grace Givers Home Care

Date of Employment : October 2017-Present
Crossville TN 38571

Founder/CEO

Oversight of Various Departments and Management teams most currently, but have completed the following responsibilities plus more since 2017:

- Multi-Agency discharge coordination
- Responsible for Quality Impressions to referral providers
- Responsible for community visibility events on a monthly basis
- Responsible for scheduling and conducting in-services with other agencies
- Ad Construction
- Monthly Marketing Plan oversight
- Website content management
- Community Education
- Social Media Marketing
- Event Coordination
- Consultative sales
- Quality Assurance/Referral Source satisfaction
- Activity documentation/data entry
- Call Supervisor
- Event Supply Ordering
- Community Outreach/Education
- Coordination of insurance services with long term care programs
- Quality Assurance/ Client/ referral source satisfaction
- Activity Documentation/ Data Entry
- Scheduling and Staffing
- Employee Performance Counseling/Corrective Action
- Billing for Private Pay and Private Insurances/ Payroll
- Maintaining Compliance of client files to audit specifications
- Time Sheet review
- Accounts receivable
- Maintenance of petty Cash
- Direct supervision of in home caregivers
- HR Marketing
- Employee recruitment/retention/quality assurance
- Direct Supervision of in home caregivers
- Scheduling and conducting interviews.
- Screening New hires (background checks, drug screens, references, etc)
- Orientation/Benefit Explanation to new hires
- Billing
- Payroll
- Policy Creation and Implementation
- Standard Operating Procedure Creation and Implementation
- Budget Creation, Review, and Implementation

Kelli G Tipton
954 Bristow Road, Crossville, TN 38571 931.335.2123
Kelli.Tipton@outlook.com

Hospice of Cumberland County

Date of Employment : December 2016- April 2017
Crossville TN 38555
Reason For Leaving: Elimination of marketing department.

Transition Specialist

- Marketing/Public Relations with Hospitals, Physicians, and Skilled Nursing Facilities
- Working with families/patients to coordinate hospice services
- Community Education
- Contract negotiation
- Website Design
- Creation of all marketing material

Caris Healthcare

Date of Employment : May 2016- Dec 2016
Crossville TN 38555
Reason for Leaving: Wanted more community interaction

Office Manager

- All referral intake/Insurance & Benefits Verifications
- Visiting to Physicians offices/ facilities for needed patient documentation
- Conduction of "Go See" consultations with prospective patients
- Accurate communication of pertinent information to staff members.
- Reviewing of timesheets for accuracy and completion.
- Maintaining the flow of accurate, timely information to the corporate office for purposes of billing, payroll, accounting, and human resource functions.
- Knowledge and assistance with company personnel policies and benefits. Maintenance of all personnel files, for staff and volunteers.
- Maintaining all records for local donations to the Caris Foundation.
- Compilation of all satisfaction surveys and reports.
- Analyzation of all corporate reports for local office, and communication to employees of results, and action plans.
- Contract Maintenance
- Responsible for reviewing and preparing accounts payable invoices per procedure for submission to corporate accounts payable department.
- Office Wide Auditing
- Resolving customer/referral source concerns and coordinating plans of corrective action

Kelli G Tipton
954 Bristow Road, Crossville, TN 38571 931.335.2123
Kelli.Tipton@outlook.com

Home Instead Senior Care

Date of Employment : March 2011-May 2016
Crossville/Cookeville TN
Reason For Leaving: Better Opportunity

Home Care Consultant

- Marketing/Territory Management for Upper Cumberland Offices including Cumberland, Putnam, White, Overton, and Fentress Counties
- Multi-Agency discharge coordination
- Responsible for 70+ Quality Impressions to referral providers on a monthly basis
- Responsible for 10+ community visibility events on a monthly basis
- Responsible for scheduling and conducting 2-5 in-services with other agencies per month
- Ad Construction
- Monthly Marketing Plan Submission
- Website content management
- Community Education
- Social Media Marketing
- Event Coordination
- Consultative sales
- Quality Assurance/Referral Source satisfaction
- Activity documentation/data entry
- On Call Supervisor
- Event Supply Ordering

Service Coordinator

- Community Outreach/Education
- Coordination of insurance services with long term care, Choices and other state benefit programs.
- Sales Marketing/Consultative Sales
- Quality Assurance/ Client/ referral source satisfaction
- Activity Documentation/ Data Entry
- On call Supervisor
- Scheduling and Staffing
- Employee Performance Counseling/Corrective Action Abilities
- Billing for Private Pay and Private Insurances/ Payroll
- Maintaining Compliance of client files to audit specifications
- Time Sheet review
- Accounts receivable
- Maintenance of petty Cash
- Direct supervision of 60+ in home caregivers

Recruitment Coordinator

Kelli G Tipton
954 Bristow Road, Crossville, TN 38571 931.335.2123
Kelli.Tipton@outlook.com

- HR Marketing
- Employee recruitment/retention/quality assurance
- Direct Supervision of 60+ in home caregivers
- On call Supervisor
- Employee performance Counseling/Corrective Action Abilities
- Maintaining compliance of employee files to audit specifications
- Consultative Sales
- Scheduling and conducting interviews
- Screening New hires (background checks, drug screens, references, etc)
- Orientation/Benefit Explanation to new hires
- Activity documentation/data Entry

Caregiver

- Assist clients with ADL's per specified care plan
- Activity Documentation

Skills

- In-depth knowledge/experience of insurance benefits and processes
- Team Building/Leadership
- Customer Service/Interpersonal Skills
- Public Speaking, including effective communication to multiple disciplines/cultures
- Fluent Writing and communication
- Active Listening
- Proficiency in common business computer programs
- Ability to prioritize and complete job duties in specified amounts of time with or without deadlines
- Quality Assurance
- Employee Performance Counseling
- Strategic Planning
- Time Management/Organizational
- Assertiveness
- Ability to work efficiently independently or with a team
- Mathematical and statistical reporting and analytical skills

Education

- Roane State Community College
  2 years complete in various coursework

- Daniel One Academy
  High School Diploma
  Degree Received 2008

Kelli G Tipton
954 Bristow Road, Crossville, TN 38571 931.335.2123
Kelli.Tipton@outlook.com

Community Involvement 2015-2021

- Be a Santa to a Senior Coordination
- Bronze Ambassador of the Year: Crossville-Cumberland County Chamber of Commerce
- Member: Cookeville-Putnam County Chamber of Commerce
- Former Member: Upper Cumberland Transitional Care Coalition
- Former Member: Upper Cumberland Adult Abuse Coalition
- Member: Crossville Young Professional Alliance, Former Board Member
- Member: Alzheimer's Tennessee Walk Planning Committee Crossville/Cookeville
- Member: Alzheimer's TN Caring Hearts Committee
- Former Mentor: TN Achieves Mentor for high school students
- Former Member: Livingston Regional Guardians of Care Member
- Alzheimer's TN Walk Chairperson 2020,2021
- UCHRA Policy Council Consumer Rep.
- Fairfield Glade Rotary Member
- Member: Music and Memory Advisory Board

Stephen Andrew Powell
540 Dunbar Road
Crossville, Tennessee 38555
Cell: 931-787-7406
andrewpowell199672@gmail.com

Allen Foster
County Mayor, Cumberland County TN.
June 05, 2021

Mr. Foster, I am writing in reference to the Interim Cumberland County Assessor of Property position. My retail background and work experience with a diverse clientele will attest that I am up to the challenges this position offers.

I am an individual seeking a career change and an opportunity to work for the people of Cumberland County. For six years I have successfully worked in and managed retail sales of auto parts, equipment, and specialty racing components. I have proven leadership abilities, communication and people skills. I am goal oriented. I am accustomed to working in a team environment and making decisions that produce a quality product, at a minimum cost.

I am motivated toward a career change and see this as an opportunity to contribute to the growth of Cumberland County. I have the motivation to succeed and contribute to the success and continued development of the Assessor's office. My qualifications and background in retail management, working with people and processes, along with my determination to succeed make me an idea candidate for this position.

I look forward to the opportunity to meet with you, and any representatives from County Commission to discuss the commitment I am willing to bring to the County Assessor's Office. I would appreciate your consideration for the interim position.

Sincerely,
Stephen Andrew Powell
(931) 787-7406

Andrew Powell

Stephen Andrew Powell
540 Dunbar Road
Crossville Tn. 38555
(931) 787-7406
andrewpowell199672@gmail.com

Skills

- Good communication skills.
- Team player; ability to develop presentations to support business decisions.
- Critical thinking.
- Ability to adjust to different personalities that can turn negative situations into positive working relationships.
- Computer literate, including Microsoft Word, Excel, and PowerPoint.
- Experienced in asset management applications.

Education

- Tennessee Technological University (Agribusiness).
- Roane State Community College (Business Administration).
- ASE Certified Parts Professional.
- American FFA Degree.
- Graduate of Cumberland County High School (2014).

Experience

Tri-County Equipment
Store Manager
November 2019 – May 2021

- Hired, and trained new employees.
- Supervised staff.
- Reduced unused inventory.
- Interacted with customers.
- Customer service reprehensive.
- Kept running counts of inventory, and re-ordered as necessary.
- Developed purchase orders.
- Finding new volume customers to grow the business.
- Preform self-audits.

Tri-County Equipment
Outside Sales Associate
March 2017 – November 2019

- Customer service representative.
- Face-to-face interaction with both potential and existing customers.
- Provide hands-on explanations of any new or updated products.
- Acquire new customers.

Stephen Andrew Powell
540 Dunbar Road
Crossville Tn. 38555
(931) 787-7406
andrewpowell199672@gmail.com

Experience Cont.

Advanced Auto Parts
Retail Parts Professional
May 2015 – March, 2017

- Opened, and closed store.
- Customer service.
- Inventory control.
- Train new employees.
- Develop repeat customers by using people skills, my vast knowledge of auto parts, and store lay-out.

Duard Mark Madden
5361 Creston Road
Crossville, Tennessee 38571
931-210-9877
July 1, 2021

Cumberland County Commissioners:

I have been in the Assessors' Office for 9 years. The time that I have spent working in the field department has given me a scope of the county and the people who live here.

Cumberland County is my home. I have a deep appreciation for the county and the people who live here. The majority of the people that I know and meet understand the responsibilities of this office, but I dare say that they do not realize all the policies and procedures that are carried out by the Assessor.

In light of that, I realize that it is taxpayer's money and property that we are dealing with, and we are responsible to follow state-initiated guidelines. It is my intention to be fair, truthful, and reasonable in our appraisals, and/or opinions of values.

The required county wide reappraisal conducted every 5 years is coming in 2022. This should prove to be a very interesting turn of events. Lately, we have experienced the flow of deed changes through the Assessors' Office and have seen land and property sales double or even in some cases triple our current appraised values.

The present staff in the Assessor's office have a good and workable relationship with the state. It is important that we keep someone from the present staff who will make sure that this relationship stays in tack.

The position of the Assessor would be by far one of the largest steps that I have ever taken. I would serve this county to the very best of my ability and knowledge, keeping integrity in the forefront of everything that I do.

I would be honored for the consideration of the position, Assessor of Property.

Sincerely,

Mark Madden

Mark Madden
Field Appraiser
Assessor of Property's Office

Duard Mark Madden

5361 Creston Road
Crossville, Tennessee 38571
931-210-9877
mark.madden59@gmail.com

Work Experience

2012-Present
Field Appraiser
Tax Assessor
Cumberland County, Tennessee
Measure and assess commercial and residential property in Cumberland County, Tennessee

2002-2012
Construction
Housing Authority
Crossville, Tennessee
Remodeled and rebuilt residential and rural development buildings and projects

1998-2002
Landscaping, Maintenance & Repairs
Cumberland County Playhouse & Meridian Baptist
Cumberland County, Tennessee
Built and maintained aesthetic and functional outdoor spaces, routine building maintenance

1994-1998
Grounds, Maintenance & Deliveries
Plateau Insurance
Crossville, Tennessee
Maintained building and grounds; delivered incoming and outgoing mail

1974-1994
Carpenter, Builder
Madden Construction
Cumberland County, Tennessee
Constructed new homes including finish work, remodeled and repaired older homes

Skills

Assessing Property-9 years *Construction-30 years* *Landscaping-4 years*

Builder-30 years *Carpenter-30 years*

EDUCATION

1977 – 1979 Ohio University
Studies in Theology
Circleville, Ohio

1974 – 1977 Cumberland County High
High School Diploma with Vocational Training: Building & Drafting
Crossville, Tennessee

GIS/Mapping Specialist
Cumberland County
Assessor's Office

Tory King

2568 Genesis Rd
Crossville, TN
(931) 261-8116
torywking@gmail.com

Allen Foster
Mayor
Cumberland County
2 N Main St #203
Crossville, TN 38555

Dear Mayor Foster,

As an admirer and member of the current administration, I am excited for the chance to bring my expertise and enthusiasm to this already amazing group of individuals and further lead them to best serve the people of Cumberland County as the Assessor of Property. My supervisory experience, outgoing nature, and penchant to listen, learn, and act will align with the responsibilities of the Assessor of Property and make this opportunity a unique and fulfilling experience for both myself and the wonderful folks of Cumberland County.

In my role as a Supervisor, I demonstrated the ability to be a strong, fair, and efficient leader for my team. Adaptability was key in transitioning my company into a more technological era. We reached the goals I set out in front of them and provided the type of service that one can be proud of and stand behind. I have dealt with a wide array of customers which only enhances my ability to serve and assist a diverse selection of people. Being kind, open, and detail oriented will deliver an enjoyable and consistent experience when entering the Assessor's Office for any assistance under my guidance.

In addition to this, I had the honor of coming into this great group of people and working directly alongside our former Assessor Lori Powell when I was hired as the GIS Specialist. I have firsthand experience on just how the office runs the day to day tasks and supports this community. I also have worked to build and maintain relationships with my work family and the State of Tennessee Division of Property Assessments.

Being a lifelong resident of Cumberland County, it would be my sincere pleasure and privilege to serve my hometown as the Assessor of Property and be a part of the great group of leaders and officials we have currently. I welcome the opportunity to speak with you about how I can contribute to this role. Thank you for your time and consideration.

Sincerely,

Tory King

Tory King

torywking@gmail.com · (931) 261-8116 · Crossville, TN

Professional Experience:

Cumberland County Assessor of Property — **Crossville, TN**
GIS/Mapping Specialist — **Fall 2020 – Present**

- Management of Cumberland County's Geographic Information System
- Maintains and updates all GIS information and documentation of all property and infrastructure located in the County
- Maintains County geodatabases, paper maps, graphics, and other data sets
- Creates new parcels and manages data for County Offices, Utility Companies, etc.
- Assists public with map identification, questions, etc.

Rob Slone State Farm — **Crossville, TN**
Sales Rep/Account Manager — **Spring 2019 – Fall 2020**

- Licensed across 5 lines of insurance
- Sales across entire state of Tennessee
- Servicing clients' accounts, payments, claims

TAP Publishing Co. – Trade-A-Plane — **Crossville, TN**
Marketing Rep/Lead Paginator/Asst. Supervisor — **Fall 2013 – Spring 2019**

- Maintained numerous client accounts including payments and interpersonal/business relationships
- Sold advertising across several platforms via phone, email, social
- Held departmental supervisory role of 13 employees
- Improved departments proficiency with numerous daily duties and processes, as well as technological efficacy
- Pagination/organization of international print publication with over 83,000 subscribers

Brikhouse Gym — **Crossville, TN**
Self-Employed/Personal Trainer — **Summer 2012 – Fall 2016**
Cumberland Medical Center Wellness Complex — **Crossville, TN**
Exercise Technician — **Fall 2011 – Summer 2012**

Education:

Tennessee Technological University
Fall 2009 – Spring 2011 — **Cookeville, TN**

- B.S. Biology, Health Sciences
- Maintained 3.45 GPA, Dean's List
- Led numerous successful group research projects, Best Speaker Award
- Coursework: Biology major courses, Chemistry minor courses, Economics, Computer Applications, Public Speaking, Calculus, Statistics, Accounting

East Tennessee State University
Fall 2007 – Spring 2009 — **Johnson City, TN**
Roane State Community College
Fall 2006 – Spring 2007 — **Harriman, TN**

Technical Skills

Proficient in Microsoft Office Suite: advanced Excel · Word · Power Point · Email Applications · In-House Financial software · Photoshop · Web Development

Cumberland County Clerk

2 North Main Street

Crossville, TN 3855

931-484-6442

To whom it may concern,

I am writing to express interest in fulfilling the Cumberland County Assessor of Property position for the remainder of the current term. I worked in the tax assessor's office for a total of seven years as a field representative traveling the county to assure the tax roles were accurate for all assessed property.

As a life-long resident of Cumberland County, I am equipped with the knowledge and understanding of all communities across the county. I have been a long-time business owner and active community member with various relationships with the residents of Cumberland County.

If appointed to this position, I would like to request to donate $1,000 each month to one of the Cumberland County Public Schools. I believe this would be in the best interest of the students of Cumberland County.

Sincerely,

James C. Cook

James C. Cook, 131 Pine Tree Circle Crossville, TN 38571|931-248-5326|crossville131@gmail.com

Education

Cumberland County High School

Employment History

State of Tennessee: Gathered field information for the purpose of creating city and county maps across the state.

Goodyear Tire and Rubber Company: Credit Manager and Sales Representative for wholesale.

Cook Tire Company: Owner

Cumberland General Store: Part owner, treasurer, shipping and receiving supervisor.

Harvest Builders: Purchasing agent and general construction.

Cumberland County Tax Assessor Office: Field representative, gathered information for the purpose of adding property to the tax roles.

Community Involvement

Volunteer Energy: Board of directors

Stone Memorial High School: basketball sponsor

References

Dr. Jim Mersereau

3036 Genesis Road

Crossville, TN 38571

931-510-7356

Pastorjimmohc@gmail.com

Butch Smith

1872 West Ave. North Suite

102 Crossville, TN 38555

931-456-2533

Fred Stout

1025 Bowman Loop

Crossville, TN 38555

931-484-5405

Sandy Gilbert
140 Old Genesis Road
Crossville, Tennessee 38571

July 6, 2021

Mayor Allen Foster and Cumberland County Commissioners
2 North Main Street
Crossville, Tennessee 38555

RE: Interim Assessor of Property

Dear Cumberland County Commissioners,

After the sad and untimely loss of our dear friend and Assessor of Property, Lori Powell, I am writing to express my interest in serving the property owners of Cumberland County as the interim Assessor of Property until the special called election of March 2022 can allow the voters of Cumberland County to choose the next Property Assessor.

After serving the in the Tax Assessor's Office for 31 years, assigned most recently as Chief Deputy Property Assessor, I believe my experience and longevity show that I am very qualified to fill this role. These years of service have required a thorough working knowledge of state and local taxation laws and property assessment practices, dedicated attention to detail, strong interpersonal, organizational and decision-making skills and the ability to meet existing deadlines and reporting requirements set by the State of Tennessee. Since I have performed most of the duties and am knowledgeable in all other aspects of the office, up to and including actively working in the field as an appraiser, I understand the workings of each role and how they need to function to ensure the smooth operation of this office. At this critical time, interruptions will be detrimental to the new appraisal process. Our office is currently in the process of gathering information for the 2022 reappraisal and already dealing with the fact that two of our office employees will be taking FMLA one starting next week and one in September. The current stressful situation will only be made worse by introducing a new and inexperienced leader.

I am seeking this position considering that 2022 is the next scheduled county wide reappraisal for Cumberland County, it is imperative that an experienced person facilitates this process to ensure all property owners receive a fair and equitable assessment of their real and personal property holdings and that all state reporting requirements and deadlines are met. I have worked in this office through 4 past county wide reappraisals, and this experience would allow me to lead the office through this one successfully. As my attached resume shows, I am very qualified for this position. I hope you will take this into consideration when making your decision

Respectfully submitted,

Sandy Gilbert

Sandy Gilbert

SANDY GILBERT

140 Old Genesis Road,
Crossville, Tennessee 38571

Summary

Chief Deputy Property Assessor with 31 years of experience coordinating and managing property assessments and personal property for the Cumberland County Property Assessor's office seeking the role of Interim Property Assessor.

Experience

Cumberland County Property Assessor's Office
1990- Present

Chief Deputy Property Assessor
September 2020-Present

- Oversee and coordinate the activities of departmental staff in the absence of the Property Assessor
- Responsible for specific operations within the Property Assessor's office and assists with training and support of other departmental staff
- Aiding taxpayers, accountants, realtors, attorneys, appraisers, and others regarding tax assessments, ownership, deed references, appraised values, sales verification, and other land related concerns
- Prepares various state mandated reports within the mandatory due dates
- Prorating property values on demolished or damaged parcels, personal property that has been audited, as well as property improvements
- Maintaining greenbelt files and assisting individuals with their personal property taxes
- Cross references real and personal property for new businesses, correct business locations and accurate assessment classifications
- Working with other county offices involved with property issues
- Assists with Board of Equalization processes and procedures when necessary.

Property Assessor Office Manager
2017-2020

Continued from Page 1

- Oversee and assist with preparing Tangible Property Schedules for mailing as required by TCA 67-5-903 for all business owners to report their assets annually.
- Oversee and coordinate the activities of departmental staff in the absence of the Chief Deputy and Property Assessor.
- Complete and submit reports to the Division of Property Assessments and assist with state audits as necessary.
- Prepare and mail Personal Property Schedules to all businesses in the county
- Enter data on all Tangible Personal Property Schedules adhering to the set schedule
- Issue Forced Assessments on businesses that have failed to file schedules in a timely manner.
- Complete discovery of new and existing businesses by keeping up with business licenses, checking for new businesses in the newspaper, phone book, chamber of commerce, building permits, County Clerk's office, etc.
- Ensure the proper coordination with other city and county offices and departments including the Trustee's office, Register of Deeds office, 911 Communications, etc.

Personal Property Supervisor and Customer Service
2000 -2017

- Responsible for ordering and mailing Tangible Personal Property Schedules annually
- Entered data for all Schedules once received
- Assisted walk-in property owners with all land and personal property related issues

Field Appraiser
1990-2000

- Measured and listed all new construction in the county
- Responsible for recording correct data into the computer system
- Review 25% of the county each year between reappraisals

Education

State of Tennessee Division of Property Assessment- Department of Property Assessments Training (30 hours); IAAO Courses 101, 103, 311 (90 hours); Personal Property Workshop (Annual Training); Greenbelt Seminar, Impact User (2.5 hours)

Continued from Page 2

Tennessee College of Applied Technology- Administrative Office Technology

Cumberland County Highschool- Graduate

References

Available upon request

AARON PEDIGO

apedigo75@gmail.com | 931-261-1217 | Crossville, TN 38571

July 8, 2021

Cumberland County

RE: Cumberland County Assessor of Property

Dear Hiring Manager,

Please accept this letter as an expression of my interest in the Cumberland County Assessor of Property position. I am a highly motivated and progress-focused individual. I currently have an Insurance Adjuster License and an Appraisal Certification. With a track record of initiative and dependability, I have devised strategic initiatives which I believe will prove valuable to Cumberland County.

I am a capable and consistent problem-solver skilled at prioritizing and managing projects with proficiency.

In my previous role, I contributed critical thinking and, planning toward team efforts and business improvements. I am a forward thinker and in tune with new developments in my field. I have proven to be effective and collaborative with strong leadership talents. I enjoy collective brainstorming sessions which all me to coordinate activities to achieve a common goal.

Please take a moment to review my attached resume and credentials. I would greatly appreciate the opportunity to speak with you regarding my candidacy.

Thank you for your consideration.

Sincerely,
Aaron Pedigo

AARON PEDIGO

786 Stonecrest Loop, Crossville, TN 38571 · 931-261-1217 apedigo75@gmail.com

Customer-oriented, strategic-thinking professional with over 15 years of experience in building relationships. Multi-tasking and self-motivated leader with expertise in earning customer loyalty, product knowledge, inventory control, vendor relations, and revealing customer needs to deliver solutions.

EXPERIENCE

12/2020-PRESENT

MEDICAL CODER, MEDICAL BILLING CONCEPTS

- Receive and review patient charts and documents for verification and accuracy
- Comply with medical coding guidelines and policies
- Ensure codes are assigned correctly and sequenced appropriately as per government and insurance regulations

09/2019 TO 12/2020

INSPECTOR / SURVEYOR, INSURANCE RISK SERVICES

- Obtain photos and measurements of homes and businesses for insurance underwriting purposes.
- Set schedule to ensure inspections are completed on time
- Provide reliable and accurate reports to the quality assurance team

05/2011 – 09/2019

OWNER, CELLULAR ACCESSORIES

- Developed and implemented promotional strategies to drive business
- Created monthly budget
- Managed daily operations of the business
- Recruited, hired and provided training to new associates

06/2009– 04/2011

SALES REPRESENTATIVE, CELL PLUS

- Assisted customers in selecting products to meet individual needs
- Provided customers with recommendations to promote brand effectiveness and product benefits
- Exceeded monthly sales goals
- Successfully defined programs and services to customer base

12/2004 – 05/2009

SALES REPRESENTATIVE, VERIZON WIRELESS

- Supported company and clients and managed customer relations
- Achieved multiple awards for exceeding sales expectations
- Fostered relationships with customers to expand consumer base and enhance loyalty and retention

EDUCATION

MAY 2003

BACHELOR'S DEGREE ADVERSTISING, THE UNIVERSITY OF TENNESSEE KNOXVILLE

NOVEMBER 2019

INSURANCE ADJUSTOR LICENSE

JULY 2020

APPRAISAL TRAINEE LICENSE, APPRAISAL INSTITUTE

CHAD GARRETT

cgarrett972@gmail.com | 9312874956 | Crossville, TN 38571

July 1, 2021

Cumberland County

RE: Property Assessor

Dear Hiring Managers.

I am writing to express my interest in your posted opening for a new Property Assessor. Having recently graduated from Columbia Southern using my post 911 GI bill, I got a bachelor's in human resources. I am looking to apply my skills and abilities to a challenging, growth-oriented position with a leading local government position in Cumberland County.

My hands-on work experience has allowed me to hone the development of my skills as a leader and expediter. I also have a lot of production supervisor experience. I am eager for the opportunity to learn from and contribute to your team by applying my leadership, decision-making and problem-solving skills. The state regulations and percentages are understandable; however, I believe they can be improved as all assessments or most continue to increase and do not actually relate to the current market value. I would strive to make true and fair assessments.

My focus, as an aspiring professional, is to utilize my skills in making a positive impact on the overall organization. I enjoy compiling, organizing and analyzing data, working in groups, and contributing to project strategies. I believe these skills will be valuable in Property Assessor role while continuing to enhance the excellent reputation of Cumberland County.

Please review my enclosed resume for additional details. I look forward to hearing from you. Thank you for your time and consideration.

Sincerely, Chad Garrett

Chad A. Garrett 264 Fairway St. Crossville, TN 38571 (931-287-4956) Email: cgarrett1972@gmail.com

OBJECTIVE: Obtain a position that will capitalize on my experience within management and quality. While ensuring a safe and reliable product is produced in an efficient and productive matter.

SUMMARY OF QUALIFICATIONS: Twenty years' experience in supervisory maintenance, quality/inspections for both parts and aircraft. In depth aircraft maintenance management, aircraft configuration management database reconciliation, and aircraft service planning. All while leading several teams, individuals and direct reports in a highly effective and functioning organization. Taught lean concepts and six-sigma practices. Experience is through all of logistic communities and supervising while managing a productive environment. PROFESSIONAL EXPERIENCE HEADQUARTERS AFRC Logistics Branch · Develops technical checklists and other statistical processes used to determine quality of maintenance · Conducts assessment visits to evaluate compliance with policies, directions, and instructions · Aanalyzed installation reports and identified trends that could adversely impact unit readiness · Served as a technical advisor to staff and field units in correct operation, use and servicing of aircraft systems, and components for multiple airframes. · Responsible for researching problems, collecting facts, and providing units with clear and concise guidance · Develops compliance based policy and procedures for maintenance of a number of different airframes · Supervisory experience over 50+ personnel during inspections across all of the lower forty eight States. LOGISTICS INSPECTOR/TECHNICAL ADVISOR · Chief Inspector, Quality Assurance Superintendent in managing the overall quality assurance inspection and evaluation program · Primary Quality Assurance Representative (QAR) for aircraft modifications · Served as technical advisor and

assistant to production work center managers and senior leadership · Evaluated assigned personnel performance, documentation, and observable maintenance processes of electronic integrated systems, components, or subassemblies to assure compliance with technical and procedural directives. · Assessed aircraft ground handling and servicing of other aircraft specialists performing overall aircraft maintenance. · Served as technical advisor and assistant to production work center managers in the resolution of electronic integrated systems quality problems. · Interpreted technical orders, blueprints, aircraft schematics, instructions, and messages regarding aircraft maintenance methods and procedural guidance. · Provided Quality Deficiency Report information to Major Command, Air Logistics Center staff and engineers to assist in identifying component failure cause and possible corrective actions. · Presented Quality Assurance Program trending data to unit senior leaders as defined by prescribing directives. Head Quarters Superintendent: Lead all inspections, served as supervisor and expeditor in logistics operations. Worked in recruiting and removal of personnel when necessary. Knowledge of the NLRB and union contractual guidelines. EDUCATION AND TRAINING Associated decree in Aircraft Systems Maintenance Technology Community College of the Air Force SNCO Leadership School, 2007 NCO Leadership School, 2003 Airman Leadership School, 1995 Multiple logistics related courses Bachelor's degree in Human Resources/ Columbia Southern University Retired Active Duty Gulf War Veteran.

REFERENCES:

Barry Cochran 478-335-5781

Ronnie Rogers 931-361-2001

Dusty Bryant 931-287-7800

AFFILIATIONS:

Crossville Masonic Lodge

Crossville Elks Lodge

Crossville VFW

National Leadership of Society

Stacie Reed

CONTACT

49 Fawn Loop
Crossville, TN 38555

(931) 200-4229

Stacie.Reed17@gmail.com

Dear Mayor Foster,

I have worked for the Assessor of Property Office for the past 7 years and would like to be considered for the Assessor of Property position. My current job involves transferring ownership of every property that is bought and sold in Cumberland County. I also have knowledge in all other areas of the office and assist there when needed.

We are currently preparing for a county wide reappraisal in 2022. I feel it is extremely important to have an assessor with knowledge and experience in assessing property during that time. The Tennessee Comptrollers Office assists with the reappraisal and I have a well-established connection with the employees there as well as a clear understanding of their expectations of the Cumberland County Assessor's Office.

Our office has suffered a tremendous loss with Lori Powell passing away. She had many plans for our office, and it is my desire to complete those in her place. This includes continue cross training the employees, offering more online assistance to the taxpayers, and actively working along side the rest of the staff in our day-to-day duties.

I have lived in Cumberland County for over 20 years and been a property owner/taxpayer for the past 10 years. It would be an honor to serve our county as the next Assessor of Property. Thank you for taking the time to review my resume and consider me for this role.

Sincerely,

Stacie Reed

Stacie Reed

Attachment

STACIE REED

49 Fawn Loop
Crossville, TN 38555

931-200-4229

Stacie.Reed17@gmail.com

OBJECTIVE

To secure the appointment of Assessor of Property so that Cumberland County taxpayers can continue to be served by someone with the proper skills and knowledge necessary for this role

EXPERIENCE

CUMBERLAND COUNTY ASSESSOR OF PROPERTY OFFICE

MAY 2014 - PRESENT

-Receive deeds from the Register of Deeds Office and transfer ownership for all property bought and sold in the county
-Maintain sales files of farm and commercial property to verify the accuracy of the recorded deeds
-Assist taxpayers, attorneys, realtors, etc. in obtaining information concerning property location, ownership, deed references, and appraised values

TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPEMENT

OCTOBER 2008-MAY 2014

-Interview claimants filing for unemployment benefits and determine eligibility
-Verify employment with employers
-Investigate and report overpayments and fraud

TRIP ASSURED, INC.

OCTOBER 2005 – JUNE 2007

-Sold travel insurance by phone and internet
-Processed credit card payments

EDUCATION

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY

-Attended and completed the Administrative Office program
-Volunteered during the Red Cross blood drives
-Secretary of the student government
-Received student of the term award and recognized for perfect attendance

CUMBERLAND COUNTY HIGH SCHOOL

-Graduated with honors recognition

REFERENCES

David Simcox	(931) 484-2189
Marci King	(931) 335-1439
Edna Houston	(931) 787-5024

To whom it may concern...

I am writing to express my interest in being considered for the interim appointment of the Property Assessors' office.

I have worked in the assessors' office since May of 2011. I was hired as part-time temporary for the 2012 re-appraisal, and I was fortunate enough to be hired in a full time position within just a few months.

My position is office manager, and my duties include waiting on customers, answering the telephone and personal property. We help each other with whatever needs to be done and I am proud to be a part of this wonderful team.

The state requires we do a county wide re-appraisal every 5 years and we are gathering information for the 2022 re-appraisal now. Our office has a great working relationship with the state which is essential to have at all times but especially during re-appraisal.

Our office is a team, and we work so well together and it would be wonderful if we could stay as we are until the election.

Thank you

Gail Vinson

BARBARA GAIL VINSON

INTERIM PROPERTY ASSESSOR

EDUCATION

WHITE COUNTY HIGH SCHOOL
1976 - 1978
WHITE COUNTY JR HIGH SCHOOL
1973-1975
DOYLE ELEMENTARY
1966 - 1972

WORK EXPERIENCE

CUMBERLAND CO PROPERTY ASSESSORS' OFFICE (MANAGER)
2011-NOW

- I TAKE CARE OF THE CUSTOMERS, WALK INS, AND ANSWER PHONE
- ASSIST CUSTOMERS WHO NEED HELP FINDING PROPERTY ON A MAP & ANSWER QUESTIONS ABOUT PROPERTY VALUES
- PERSONAL PROPERTY SPECIALIST

ELITE MARKET (CUSTOMER SERVICE)
2009–2011

- I WORKED THE FRONT REGISTER
- STOCKED, CLEANED AND ANYTHING THAT NEEDED TO BE DONE

DANA CORPORATION (WAREHOUSE SPECIALIST)
1991–2007

- FILLED ORDERS - PICKED, PACKED AND SHIPPED
- WORKED THE FRONT OFFICE
- ANSWERED PHONES

CONTACT: 3327 OSWEGO RD
CROSSVILLE, TN 38572

(931) 337-2638

Mr. Donald F. Johnson, Jr.
4 Brompton Court
Crossville, Tennessee 38558
July 6, 2021

Mayor Allen Foster
Cumberland County Tennessee
2 North Main Street Suite 203
Crossville, Tennessee 38555

Dear Mayor Foster:

I wish to submit my name and my qualifications for the position of County Assessor, after the untimely passing of Mrs. Lowe. I am interested in the position and I believe you will find my background extensive for managing this office and this position.

I began working in the residential appraisal business in 2004. I was a trainee under Fuller Appraisals in Rockwood, TN. I completed the classes and the length of service required (300 hours) to acquire my own license in 2009. My state license number is 4080. I take continuing education every two years (28 hours) as required to maintain my license. I am HUD and FHA certified and I am on both rosters. I worked as a foreclosure specialist for the US Department of Housing and Urban Development. I have kept my license up to date and kept my home business since 2009. I also worked for a few years with another local appraiser. I also worked for Norfolk Southern in the signal and engineering department for the last six years. I am ready immediately to take on the responsibilities of the county assessor office. I look forward to working with you and the state controller's office to complete the 2021 reappraisal for our county that is due.

I would like to say, however, that if you find someone more deserving of this position in this office, I would be willing to help him or her with the county re-evaluation as a volunteer. You may have someone who has worked for a long time in the assessor's office who you believe is better suited for this opening. Please consider my offer as I believe I could be an asset in this process.

Thank you for your time and your consideration. My cell is 931-200-2234.

Sincerely,

Donald F. Johnson, Jr.

T/H Tom Howard

931-260-4817
tom.howard817@gmail.com
Crossville, Tennessee

Allen Foster
Mayor
Cumberland County Tennessee
2 North Main Street
Crossville, TN 38555

Dear Mayor Foster,

Please accept this letter and my attached resume' as my application for consideration to be appointed as the next Cumberland County Tax Assessor. I have worked for Cumberland County Sherriff's department for twenty-seven plus years, demonstrating excellent leadership, communication, and servant skills to the people of Cumberland County.

As a candidate in the 2020 election for the Assessor of Property, I ran on three words: service, community, and leadership. I can assure you that I still have both the passion and desire for this honorable and servant position.

- **Service**: My entire adult life has been dedicated to service. I am a United States Army Veteran and have served Cumberland County for over 27 years with the Sheriff's Office in many capacities.
- **Community**: I firmly believe that Cumberland County is the greatest place to live in the State of Tennessee.
- **Leadership**: I believe as county officials we must lead by example, therefore treating our citizens with equity and honesty.

I realize that there will be a learning curve to handle the daily tasks as the Assessor of property, just like any other elected official. However, the one thing that I will not have to learn is how to treat the citizens of Cumberland County.

Thank you for your consideration of my attached resume. I look forward to speaking with you and the Cumberland County Commission.

Sincerely,

Tom Howard

Tom Howard
Enclosure

Tom Howard
4305 Deep Draw Rd. Crossville, Tn 38555 – 931-260-4817 –
tom.howard817@gmail.com

Objective

I am seeking the appointment for the open seat for the Property Assessor of Cumberland County.

Experience

Criminal Investigator

Cumberland County Sheriff's Office, Crossville, Tn

February 8, 1994 – present

I have been employed with the sheriff's office for over 27 years. During my tenure, I have held many positions, (Deputy, Investigator, Sergeant, Lieutenant, and General Departmental Instructor.) I have supervised officers, lead the training program and written grants for federal funds. I was named officer of the in 1997 and 2016.

Manager

Mayberry's Rental Center, Crossville, Tn

April 1991 – February 1994

I ordered and sold appliances, furniture, and electronics.

Soldier

United States Army

July 1985 – April 1991

I was a wheel vehicle mechanic and a soldier. I was stationed at Fort Riley, Kansas, TDC South Korea and Germany. I was on the Fort Riley Honor Guard Team. I was Honorably Discharged in 1990. However, I was recalled to active duty for Operation Desert Storm and received an Honorable Discharge after that tour of duty.

Education

Graduated Cumberland County High School in 1985
Tennessee Law Enforcement Training Academy, Nashville, Tn 1995.

Throughout my law enforcement I have received over 2000 hours of training in public relations, investigations, and leadership.

County Technical Assistance Program
County Official Certificate Training Program

Since the 2020 election for Property Assessor, I have taken several online training courses, including, but not limited to Property Assessment and Taxation, County Government Environment, preparing a County Operating Budget and many more to complete the training program. I have attached those certificates to this document.

Communication I am a certified law enforcement instructor. I have taught many classes to law enforcement and to the public. I have been involved with the Victims Impact Panel, where I have spoken to offenders about the impacts of crimes. I think as a County Official that it is our responsibility to be able to communicate fairly and openly.

Leadership As a Sergeant and Lieutenant, I supervised men and women leading them in critical and dangerous situations. My leadership style is to lead by example, never ask someone to do something that I am not willing to do myself. As a leader I try to treat everyone fairly.

References **Sheriff Casey Cox, Cumberland County Sheriff's Office**
931-484-6176

Lt. Jeff Slayton, Cumberland County Sheriff's Office
931-484-6176

Tom Howard
4305 Deep Draw Rd. Crossville, Tn 38555 – 931-260-4817 –
tom.howard817@gmail.com

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Property Assessment and Taxation Overview (CORE) - 4 Credits

This course provided 4 hours of Continuing Professional Education. .

5/12/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

County Government Environment (CORE) 4 Credits

This course provided 4 hours of Continuing Professional Education. .

5/11/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

County Purchasing (CORE)- 4 Credits

This course provided 4 hours of Continuing Professional Education, .

5/13/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Property Assessment for County Commissioners (2021)

This course provided 1 hours of Continuing Professional Education, .

6/1/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Preparing a County Operating Budget- Core (4 Credits)

This course provided 4 hours of Continuing Professional Education, .

5/13/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Inclusive Leadership - 1 credit

This course provided 1 hours of Continuing Professional Education, .

5/25/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Ethics for County Officials (2021)- 1 credit

This course provided 1 hours of Continuing Professional Education. .

6/1/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Tennessee Property Tax (2020) - 1 Credit

This course provided 1 hours of Continuing Professional Education, .

5/11/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Workplace Discrimination (2020) - 1 Credit

This course provided 1 hours of Continuing Professional Education, .

5/11/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Fair Labor Standards Act (2021) - 1 credit

This course provided 1 hours of Continuing Professional Education, .

5/18/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Practicing Fairness as a Manager - 1 credit

This course provided 1 hours of Continuing Professional Education. .

5/19/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

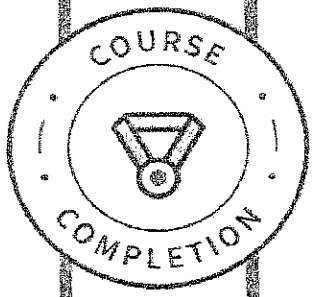
Discipline and Dismissal of Public Employees - 1 Credit

This course provided 1 hours of Continuing Professional Education, .

6/1/2021

Date

Signature



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County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Learning Android Security - 1 credit

This course provided 1 hours of Continuing Professional Education, .

5/19/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Cost Approach to Valuation - 1 credit

This course provided 1 hours of Continuing Professional Education, .

6/23/2021

Date

Signature

County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

Certificate of Completion

Tom Howard

has completed

Income Approach to Value- 1 Credit

This course provided 1 hours of Continuing Professional Education, .

6/23/2021

Date

Signature