Jule Bryson

CUMBERLAND COUNTY CLERK

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

May 5, 2023

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

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: Monday, May 15, 2023

Regular Monthly Meeting of Cumberland County Commission

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, May 15, 2023 at 6:00 o'clock P.M.

The meeting will be in the **Art Circle Public Library Cumberland Room located at 3 East Street, Crossville, TN.** 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,

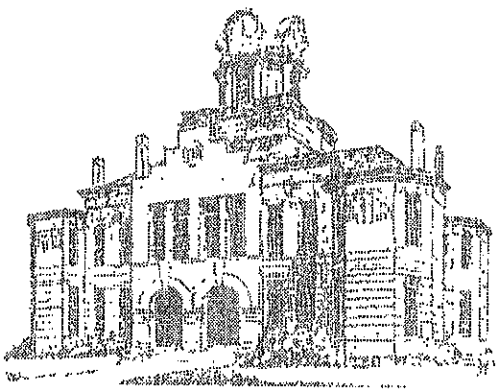
Jule Bryson

Jule Bryson

Cumberland County Clerk

JB/cwt

Enclosures



CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA

Monday, May 15, 2023

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call: Cumberland County Clerk Jule Bryson
5. Approval of May 15, 2023 Cumberland County Commission Meeting Agenda
6. Approval of April 17, 2023 Cumberland County Commission Meeting Minutes
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

- **CUMBERLAND COUNTY ELECTION COMMISSION PERSONNEL POLICY**
- **GENERAL SESSIONS JUDGE AMANDA WORLEY'S OFFICE WILL JOIN THE CUMBERLAND COUNTY PERSONNEL POLICY AS OF MAY 15, 2023**

RESOLUTION 05-2023-1 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY (HOLBROOK)

RESOLUTION 05-2023-2 – TO APPOINT A MEMBER TO THE CUMBERLAND COUNTY HEALTH AND SAFETY STANDARDS BOARD (FOSTER)

RESOLUTION 05-2023-3 –TO APPOINT MEMBERS TO THE AGRICULTURAL EXTENSION COMMITTEE (FOSTER)

RESOLUTION 05-2023-4 – TO REMOVE THE END SECTGION OF EAST KEY ROAD FROM THE OFFICIAL COUNTY ROAD LIST (ISHAM)

RESOLUTION 05-2023-5 – CONFIRMING TRANSFER OF OLD HIGHWAY PATROL BUILDING ON HIGHWAY 70 (FOSTER)

RESOLUTION 05-2023-6 – TO APPROVE UPDATING THE CURRENT CUMBERLAND COUNTY PERSONNEL POLICY (FOSTER)

RESOLUTION 05-2023-7 – TO APPROVE ADDENDUM TO LEASE AGREEMENT BETWEEN THE MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND CUMBERLAND COUNTY (FOSTER)

RESOLUTION 05-2023-8 – TO APPROVE UPDATING THE CURRENT CUMBERLAND COUNTY PARKS AND RECREATION POLICIES AND PROCEDURES (THREET)

CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA

RESOLUTION 05-2023-9 – TO APPROVE PARTICIPATION IN COOPERATIVE PURCHASING PROGRAM & ASSOCIATIONS (FOSTER)

RESOLUTION 05-2023-10 – FOR AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION (SEIBER)

RESOLUTION 05-2023-11 – HIGHWAY FUND, BUDGET AMENDMENT, HIGHWAY AND BRIDGE MAINTENANCE (COOPER)

RESOLUTION 05-2023-12 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, REALLOCATE FUNDING (SHERRILL)

RESOLUTION 05-2023-13 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, CUMBERLAND COUNTY HIGH SCHOOL AUDITORIUM BUILDING PROJECT (SEIBER)

RESOLUTION 05-2023-14 – GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, ARPA, NORTH KIDS CLUB GRANT (MAXWELL)

RESOLUTION 05-2023-15– GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, REALLOCATE FUNDING (PATTERSON)

RESOLUTION 05-2023-16 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, ESSER 3 INDIRECT COSTS (PATTERSON)

RESOLUTION 05-2023-17 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, NEW STATE GRANT: INNOVATIVE SCHOOL MODELS (PATTERSON)

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

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
April 17, 2023 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, April 17, 2023 at the Art Circle Public Library in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Pro-Tem Terry Lowe who invited Mike Garrett of Meridian Baptist Church 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, Deputy Finance Director Jennifer Turner, County Attorney Philip Burnett, Library Director James Houston and the following County Commissioners:

Dewey Walker	Sue Ann York
Tom Isham	Nancy Hyder
Rebecca Stone	Darrell Threet
David Gibson **(ABSENT)**	Charles Seiber
Jack Davis	Terry Lowe
Wendell Wilson	Joseph Sherrill
Mark Baldwin	Jerry Cooper
Greg Maxwell	Deborah Holbrook
Colleen Mall	John Patterson **(ABSENT)**

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

1. APPROVAL OF THE APRIL 17, 2023 COMMISSION MEETING AGENDA:
On motion of Commissioner Hyder, second by Commissioner Walker, moved to approve the amended agenda, and bundle resolutions 04-2023-6, 04-2023-7 & 04-2023-8 of the April 17, 2023 Cumberland County Commission meeting agenda. The motion to approve the agenda carried by voice vote from the Commissioners present.

2. MINUTES OF MARCH 20, 2023 CUMBERLAND COUNTY COMMISSION MEETING:
On motion of Commissioner Sherrill, second by Commissioner Maxwell, moved to approve the March 20, 2023 Commission meeting minute, make a matter of record, and file. The motion to approve the corrected minutes carried by voice vote, with Commissioner Mall abstaining.

NEW BUSINESS: The Cumberland County Election Commission has presented an updated personnel policy to be presented for record only.

3. RESOLUTION 04-2023-1 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY:
On motion of Commissioner Hyder, second by Commissioner Holbrook, moved to adopt resolution 04-2023-1.

The motion to adopt resolution 04-2023-1 carried by a voice vote from the commission present.

Offeror(s)	Property Address	Price	Ad fee cost
Larry & Sharon Flair	363 Bainbridge Rd | 78O C 028.00	$255.60	$45
Micheal Tyler Matthews	5006 Pawnee Rd | 150I L 019.00	$275.00	$45
	2122 Keno Dr | 150P A 022.00	$278.50	$45
Devin & Casandra Smith	Bear Den Trl | 199P C 021.00	$276.00	$45
	Bear Den Trl | 199P C 022.00	$276.00	$45
	Bear Den Trl | 199P C 023.00	$276.00	$45
	Bear Den Trl | 199P C 024.00	$276.00	$45
	Bear Den Trl | 199P C 028.00	$276.00	$45
	Bear Den Trl | 199P C 017.00	$302.00	$45
	Bear Den Trl | 199P C 018.00	$302.00	$45
	Bear Den Trl | 199P C 019.00	$302.00	$45
	Bear Den Trl | 199P C 020.00	$302.00	$45

4. RESOLUTION 04-2023-2 – TO AUTHORIZE A TWO-DOLLAR FILING FEE FOR DOCUMENTS FILED ELECTRONICALLY IN THE REGISTER OF DEEDS OFFICE IN CUMBERLAND COUNTY, TENNESSEE:

On motion of Commissioner Wilson, second by Commissioner Mall, moved to adopt resolution 04-2023-2.

Discussion: Commissioner Hyder asked the question how the money was received through this process. Register of Deeds Trey Kerley stated the funds were transmitted through a daily ACH (Automated Clearing House).

The motion to adopt resolution 04-2023-2, authorizing a two-dollar ($2.00) filing fee for each electronically filed document recorded over the Internet through the Cumberland County Register of Deeds office, carried by a unanimous roll call vote from the commission present.

5. RESOLUTION 04-2023-3 – AUTHORIZING THE SALE OF A SURPLUS BOOM TRACTOR TO THE CITY OF PLEASANT HILL, TENNESSEE:

On motion of Commissioner Holbrook, second by Commissioner Maxwell, moved to adopt resolution 04-2023-3.

The motion to adopt resolution 04-2023-3, authorizing the sale of a surplus tractor with boom mower attachment to the City of Pleasant Hill, Tennessee in the amount of $2,500.00, carried by a voice vote from the commission present.

6. RESOLUTION 04-2023-4 – GENERAL FUND BUDGET AMENDMENT, COUNTY CLERK:

On motion of Commissioner Stone, second by Commissioner Sherrill, moved to adopt resolution 04-2023-4.

The motion to adopt resolution 04-2023-4, authorizing funding for a postage machine and related supplies and equipment for the County Clerk's office in the amount of $3,500.00, carried by a roll call vote from the commission present.

7. RESOLUTION 04-2023-5 – GENERAL FUND BUDGET AMENDMENT, EMERGENCY MEDICAL SERVICES:
On motion of Commissioner Mall, second by Commissioner Hyder, moved to adopt resolution 04-2023-5.

Discussion: Commissioner Walker questioned the bid amount that is $89,100 more than the budgeted amount. He asked if we should obtain more than one (1) bid. Commissioner Isham asked if there should be more money allocated for this project. Commissioner Stone stated that in the past the fire truck purchase was substantially higher than budgeted due to the hold up in placing the order. She stated that with that in mind she is comfortable with approving this resolution. Finance Director Nathan Brock stated that there are not a lot of ambulance remounting companies. So therefore, it is not uncommon for there to only be one bid in this area of specialty remounts. There are not a lot of companies doing this type of work in the country. He stated they had advertised in the southeast. This will be mounting the ambulance onto a new chassis. This company is the only company to submit a bid. There have been significant price increases in the automotive industry since this budgeted amount was put in place. Commissioner Lowe stated that in his opinion it seems, there was substantial effort to get the bids. Commissioner Stone stated that she did not want to hold up this purchase because this is our emergency services and the county needs this vehicle in operating order. Commissioner Nancy stated to keep in mind that this is the current working ambulances. Commissioner Maxwell stated he felt the automotive market was not going to get any cheaper.

The motion to adopt resolution 04-2023-5, approving general fund budget amendment in the amount of $89,100.00 for three ambulance remounts for Emergency Medical Services from the 2022-2023 budget, carried by a roll call vote from the commission present.

8. RESOLUTION 04-2023-6 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT:
On motion of Commissioner Hyder, second by Commissioner York, moved to adopt resolution 04-2023-6.

The motion to adopt resolution 04-2023-6, approving general program school fund in the amount of $2,000.00 for Superintendent's travel, carried by a unanimous roll call vote from the commission present.

9. RESOLUTION 04-2023-7 – GENERAL PURPOSE SCHOOL FUND, CTE STATE AND NATIONAL COMPETITION BUDGET AMENDMENT:
On motion of Commissioner Hyder, second by Commissioner York, moved to adopt resolution 04-2023-7.

The motion to adopt resolution 04-2023-7, approving general purpose school fund budget amendment in the amount of $34,500.00 for CTE department students state and national competition expenses, carried by a unanimous roll call vote from the commission present.

10. RESOLUTION 04-2023-8 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT:
On motion of Commissioner Hyder, second by Commissioner York, moved to adopt resolution 04-2023-8.

The motion to adopt resolution 04-2023-8, approving general purpose school fund budget amendment in the amount of $5,000.00 for STEM classroom projects at North Cumberland Elementary, carried by a unanimous roll call vote from the commission present.

11. RESOLUTION 04-2023-9 – TO APPROVE UPDATING THE CURRENT CUMBERLAND COUNTY PERSONNEL POLICY:

On motion of Commissioner Mall, second by Commissioner Sherrill, moved to adopt resolution 04-2023-9.

The motion to adopt resolution 04-2023-9, amending and updating the current Cumberland County Personnel Policy, carried by a voice vote from the commission present.

12. RESOLUTION 04-2023-10 – TO APPROVE THE HIRING OF ENGINEERING AND ARCHITECTURAL SERVICES FOR COURTHOUSE REPAIRS AND RENOVATION:

On motion of Commissioner Wilson, second by Commissioner Mall, moved to adopt resolution 04-2023-10.

Discussion: Commissioner York asked if the resolution is stating the commission is hiring these firms to complete the renovation of the top floor of the courtroom. Commissioner Wilson gave some insight the mayor provided to help clarify the hiring of these companies. In the mayor's opinion WJE is very competent and qualified in structural evaluation of historical buildings. The price will not exceed $444,000 for the final engineering studies, design and monitoring of the structural repair to the building including the courtroom. When the engineers are finished the courthouse will be ready for renovations. Upland Design will charge $5,000 to work with WJE during the structural repairs and 7% of the renovation project cost for architectural services. County Attorney Philip Burnett said the roof has dropped five inches causing the need for action by the county for long term repair including the clock tower. Commissioner Wilson stated there will be 3 additional columns put in place to support the roof structure.

The motion to adopt resolution 04-2023-10, authorizing Cumberland County Mayor Allen Foster to enter into contracts for professional services with WJE Engineers & Architects, PE and Upland Design Group subject to contract approval by the County Attorney for the rehabilitation of the structural damage with interior finish and renovation work, carried by a unanimous roll call vote from the commission present.

COUNTY FINANCE DIRECTOR REPORT:

Finance Director Nathan Brock gave a report on the month of April revenue for EMS, sales tax, property tax, hotel/motel tax, and prisoner boarding. Director Brock asked the commissioners to see him after the meeting to confirm their registration to attend the upcoming Legislative Conference. The Finance Department will complete all paperwork for the conference. Each Commissioner will be responsible for booking his or her hotel and will be refunded after the conference, along with travel expenses.

COUNTY ATTORNEY REPORT; PHILIP BURNETT:

County Attorney Burnett reported there have been no new lawsuits in the past 30 days. The two lawsuits discussed in the closed session are moving forward and a positive movement.

13. COMMITTEE MEETINGS:

Commissioner Hyder stated there will be a Health and Safety Standards Board meeting on Wednesday, April 26, 2023 at 1:00PM in the small courtroom at the courthouse. Commissioner Stone stated the calendar of the Budget Committee meetings is in the packet with the 1st all day meeting being held on Friday, May 5, 2023.

14. ELECTION OF NOTARIES:
On motion of Commissioner Maxwell, second by Commissioner Mall moved to elect D.A. Bey VII, Becky S. Bowman, Melissa Capps, Leona E. Hampton, Krista Kemmer, Nora A. McNeal, Debra J. Potts, Terry R. Sproule, notaries public for the State of Tennessee.

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

ANNOUNCEMENT: Commissioner Mall announced that the Fairfield Glade Fire Department will be moving a piece of forceable entry door training equipment to the Cumberland County Fire Department for use in training of the City of Crossville, Cumberland County and Fairfield Glade fire departments.

15. ADJOURNMENT:
On motion of Commissioner Maxwell, second by Commissioner Seiber, moved the April 17, 2023 Commission Meeting to be adjourned at 6:40 o'clock P.M.

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

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF MAY 2023.

_____
Allen Foster, County Mayor
Chairman, Cumberland County Commission

_____
Jule Bryson, Cumberland County Clerk

CUMBERLAND COUNTY ELECTION COMMISSION

Employee Personnel Policy

Effective May 15, 2023

Jill Davis, AOE

GENERAL POLICIES

Compensatory Time – This office grants compensatory time to employees who work more than 35 hours a week and is given on an hour per hour basis. Compensatory time is earned at a rate of one and one-half hours for each hour worked over 40 hours. All Compensatory must be approved in advance by the Administrator of Elections.

Compensatory Time/Overtime – Salaried employees who are eligible will receive overtime pay at a rate of time and one-half their equivalent hourly rate for all work performed over 40 hours during the week. (The salaried employee's equivalent hourly rate is calculated by dividing his/her annual salary by 52 weeks and dividing that number by the number of hours in a normal work week.) Employees who are required to work in excess of 40 hours per week may request to receive compensatory time off in lieu of overtime. Such compensatory time shall be earned at a rate of one and one-half hours for each hour of employment worked over 40 hours per week.

Holidays – This office will observe the following paid holidays:
New Year's Eve
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and Friday after
Christmas Eve and Christmas Day

Inclement Weather - Annual leave will be charged to any employee who is absent due to weather conditions unless a "no work day" has been officially declared by the AOE. Inclement weather days may be repaid with a vacation day

RESOLUTION NO: 05-2023-1

A RESOLUTION TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY

WHEREAS, Citizens have presented offers to the Cumberland County Delinquent Tax Committee for property currently owned by Cumberland County, and;

WHEREAS, said offers are for parcels of property and offer details are as follows:

Offerers	Property	Price	Advertising
Gonzalo & Celia Maria Teller	2023 Coyote Dr/150B A 4.00	$270.40	$45.00
	2004 Coyote Dr/150B B 23.00	$274.00	$45.00
	3026 Niska Dr/150G B 9.00	$271.80	$45.00
	3028 Niska Dr/150G B 10.00	$271.80	$45.00
	5261 Pawnee Rd/150J B 3.00	$278.50	$45.00
	5259 Pawnee Rd/150J B 4.00	$280.80	$45.00
	6305 Osage Rd/150J C 3.00	$280.90	$45.00
	6307 Osage Rd/150J C 4.00	$283.10	$45.00
Judith Ann Weisgerber	58 Beachwood Ct/103D C 7.00	$286.90	$45.00
Donald & Jill Houston	Stone St. Lot 18/182L D 18.00	$704.00	$45.00
	Lantana Rd. Lot 27/183P A 28.00	$1,021.65	$45.00
Michelle Mena	129 Laurelwood Dr/91I G 10.00	$678.70	$45.00
	128 Laurelwood Dr/91P B 34.00	$674.40	$45.00
	132 Laurelwood Dr/91P B 36.00	$674.40	$45.00
Jonathan Dellisanti	4017 Kila Drive/150A F 1.00	$683.00	$45.00
	2 Broken Arrow Dr/150A H 2.00	$676.80	$45.00
	8120 Chief Red Cloud Dr/162A J 10.00	$680.40	$45.00
Mark & Colleen Kemp	1052 Greyeagle Dr/162A A 27.00	$370.40	$45.00

WHEREAS, the Cumberland County Delinquent Tax Committee, meeting in regular session, votes to recommend to the full Cumberland County Commission that the Commission accept the offer(s).

NOW, THEREFORE, BE IT RESOLVED the Cumberland County Commission meeting in its regular monthly session hereby accepts said offers, and sells said properties to the Offeror(s).

ADOPTED this 15th day of May, 2023.

SPONSOR:

Deborah Holbrook by [illegible]

Deborah Holbrook, COMMISSIONER

APPROVED:

Allen Foster, COUNTY MAYOR

ATTEST:

Jule Bryson, COUNTY CLERK

RESOLUTION NUMBER 05-2023-2

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

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

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

WHEREAS, three members terms have expired, and;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session this 15th day of May, 2023, that **Tom Isham and Craig Clark** be reappointed to their expired terms and **Richard Bringenberg** be appointed on the Cumberland County Health and Safety Standards Board. Terms shall expire if the Health and Safety Standards Board is not funded in the future.

Tom Isham	Term Expires 5/15/27
Richard Bringenberg	Term Expires 5/15/27
Craig Clark	Term Expires 5/15/27
Nancy Hyder	Term Expires 5/15/25
Sheryl Webb	Term Expires 5/15/25

On this 15th day of May, 2023.

SPONSOR:

COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 05-2023-3
RESOLUTION TO APPOINT MEMBERS TO THE AGRICULTURAL EXTENSION COMMITTEE

WHEREAS, the County Agricultural Extension Committee is essential in Tennessee counties cooperating with the state agricultural extension service; and

WHEREAS, the committee consists of seven (7) members elected by the Commission. Three (3) shall be Commissioners, and Four (4) shall not be Commissioners; and

WHEREAS, the functions of the committee shall be to: (1) Act with duly authorized representatives of the University of Tennessee extension in the employment or removal of personnel receiving funds from county extension appropriations. (2) Act with the duly authorized representatives of the state agricultural extension service in formulating the county extension budget, and serve as liaison between the extension service and the Commission on financial and other matters relating to the work. (3) Act in an advisory capacity on county extension program formulation; and (4) Act in an advisory capacity on activities performed in connection with carrying out the program; and

WHEREAS, the Cumberland County Agriculture Extension County Director recommends appointing Keith Cole, Sandy Helton, Vickie Houston, and Joe Lowe; and

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commission meeting in regular session this the 15th day of May, 2023 hereby confirm the appointment of the following to the Cumberland County Agricultural Extension Committee:

David Gibson	Term Expires August 31, 2024
Mark Baldwin	Term Expires August 31, 2024
Greg Maxwell	Term Expires August 31, 2024
Keith Cole	Term Expires December 31, 2023
Sandy Helton	Term Expires December 31, 2024
Vickie Houston	Term Expires December 31, 2023
Joe Lowe	Term Expires December 31, 2024

On this 15th day of May, 2023

SPONSOR:

COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 05-2023-4

RESOLUTION TO REMOVE THE END SECTION OF EAST KEYS ROAD FROM THE OFFICIAL COUNTY ROAD LIST

WHEREAS, the Regional Planning Commission met on December 15, 2022 and heard a request from a constituent to remove the end section of East Keys Road from the County Road List; and

WHEREAS, the current length of East Keys Road is 1.29 miles on the road list; and

WHEREAS, the constituent owns all of the property on both sides of the requested removal, agreed to suitable turnaround construction, and a title review; and

WHEREAS, at the March 16, 2023 Planning Commission meeting, Road Superintendent Stanley Hall noted that the turnaround had been completed, and recommended the approval of the request; and

WHEREAS, at that March meeting, Wendell Wilson made a motion to recommend approval of the request to the Environmental Committee; and

WHEREAS, on April 6, 2023, the Environmental Committee met and approved the request for removal of approximately 2,590 feet (0.49 miles) from the end of East Keys Road; and

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners that East Keys Road be shortened by 2,590 feet (0.49 miles) upon passage of this resolution, and said change be reflected on the future County Road List.

Adopted this 15th day of May, 2023.

SPONSOR:

Jon Isham by: Gary LaMontagne

COUNTY COMMISSIONER

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 05-2023-5

RESOLUTION CONFIRMING TRANSFER OF OLD HIGHWAY PATROL BUILDING ON HIGHWAY 70

WHEREAS, in 1948, A.J. McGuire, and wife, Ida McGuire, deeded a building and small parcel of property, known as Map 113D Group A Parcel 35.00, and located at 584 Highway 70 East, to Cumberland County, Tennessee, for use as a Highway Patrol Station; and,

WHEREAS, the deed stated "for use as a Highway Patrol Station and the same cannot be conveyed to any private interest at any time under the penalty of reversion to the grantors their heirs or assigns"; and,

WHEREAS, the property has not been used as a Highway Patrol Station for several years; and,

WHEREAS, there is a legal argument that this property may have already reverted for lack of use as a Highway Patrol Station; and,

WHEREAS, it is undeniable that this language precludes the County from having marketable title and/or being able to sell the property in question; and,

WHEREAS, the County Attorney has located the only two surviving heirs/next in line of succession to A.J. McGuire and wife, Ida McGuire; and,

WHEREAS, the two heirs, Rebecca Pickering and Sarah McMahon, are both residents of the State of Tennessee and have both agreed to accept delivery of a quitclaim deed of any interest that Cumberland County may have in this property; and,

WHEREAS, a prior Commission voted to deed this property back to the heirs, yet the County had difficulty locating the appropriate heirs to the property at that time; and,

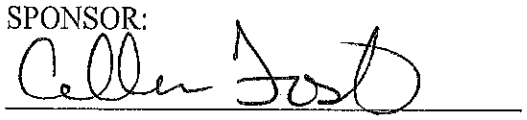
WHEREAS, the Cumberland County Commission is of the opinion that it would best serve the interests of the County to quitclaim this property to these two heirs, and get the property back on the tax rolls.

NOW, THEREFORE, be it resolved by the Cumberland County Commission, meeting in regular session on May 15, 2023, that:

1. The Cumberland County Attorney shall prepare a quitclaim deed for the Old Highway Patrol building known as Map 113D Group A Parcel 35.00, and located at 584 Highway 70 East, granting any interest currently held by Cumberland County, to the two heirs/next in line of succession, being Rebecca Pickering and Sarah McMahon.
2. The Cumberland County Mayor is hereby granted full authority to execute and have said deed delivered to the heirs in question with the heirs paying for any recording costs.

Adopted this 15th day of May, 2023.

SPONSOR:



APPROVE:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 05-2023-6

RESOLUTION TO APPROVE UPDATING THE CURRENT CUMBERLAND COUNTY PERSONNEL POLICY

WHEREAS, Cumberland County has established and adopted a personnel policy as required by Tennessee Code Annotated; and

WHEREAS, changes will be required periodically to keep the personnel policy updated with Federal and State employment law; and

WHEREAS, this resolution will amend and update the adopted personnel policies previously amended on April 17, 2023

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commissioners that the attached document titled "Changes to the Personnel Policy/Employee Handbook Cumberland County, Tennessee", be approved to amend the previous language in the Cumberland County Personnel Policy as indicated.

Adopted this 15th day of May, 2023

SPONSOR:

COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

Changes to the Personnel Policy/Employee Handbook
Cumberland County, Tennessee

1. Change the **TELEWORKING/WORK FROM HOME** policy to read:

   The Cumberland County Mayor or other county wide Elected Official may allow employees to work from home as needed. Employees will follow processes created by the Elected Official in regard to timekeeping, requirements for work, and supervision of the employee in accordance with the Fair Labor Standards Act (FLSA).

2. Updated the **Pension** section to read and reflect the change from the 6-month waiting period-

   Pension- Tennessee Consolidated Retirement System- **employees will start contributions upon hire** and will be vested after 5 years of employment. This is a mandatory program. For more information you can contact the HR Director (*employee and employer paid.*)

3. Add Juneteenth to **OBSERVED HOLIDAYS** policy.

RESOLUTION NO.____05-2023-7____

RESOLUTION TO APPROVE ADDENDUM TO LEASE AGREEMENT BETWEEN THE MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND CUMBERLAND COUNTY

WHEREAS, in November of 2021, Cumberland County (lessor) entered into a 20-year lease with the Military Memorial Museum of Upper Cumberland, Inc (lessee) as a resident of the stone building located at 20 S Main Street, adjacent to the Cumberland County Courthouse Annex; and

WHEREAS, at the time this lease was entered, it was unknown to what extent the County might make changes or improvements to the building and real property located at 20 S Main Street while the Military Memorial Museum of Upper Cumberland, Inc inhabited it; and

WHEREAS, it is now known that the lessee will likely be obtaining funding through several grants that it will use to make changes or improvements to the real estate mentioned in the original lease; and

WHEREAS, an addendum to the original lease has been created to address the approval of any changes and/or improvements that will be made from grants received by the lessee over the duration of the lease; and

WHEREAS, the addendum to the lease is attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners that the addendum to the lease agreement between the Military Memorial Museum of Upper Cumberland, Inc and Cumberland County be approved.

Adopted this 15th day of May, 2023.

SPONSOR:

_____

COUNTY MAYOR

APPROVE:

_____

COUNTY MAYOR

ATTEST:

_____

COUNTY CLERK

ADDENDUM TO MILITARY MEMORIAL MUSEUM LEASE

WHEREAS, Cumberland County, Tennessee, a political subdivision of the State of Tennessee, hereinafter referred to as "Lessor", and the Military Memorial Museum of Upper Cumberland, Inc., hereinafter referred to as "Lessee", entered into a 20-year Lease, whereby the Lessee was leasing from the Lessor a certain building located on Main Street adjacent to the south of the Cumberland County Courthouse Annex in Crossville, Tennessee, and known as the "Old Cumberland County Courthouse"; and,

WHEREAS, that Lease was approved by the Cumberland County Commission on November 15, 2021; and,

WHEREAS, at the time that Lease was entered, it was unknown to what extent the Lessee might make changes or improvements to the building and real property; and,

WHEREAS, it is now known that the Lessee will likely be obtaining several grants with which they will make improvements to the real estate covered in the original Lease; and,

WHEREAS, the original Lease is attached hereto as Exhibit 1; and,

THEREFORE, the parties agree as follows:

1. As a written Addendum to the Lease approved by the Cumberland County Commission on November 15, 2021, the parties agree that upon approval of this addendum by the Cumberland County Commission, the changes and/or improvements that will be made from grants received shall be allowed by the Lessor as part of the Lease so long as they are approved as follows:

   A. Any changes to the exterior finishes of the building or changes that are deemed structural in nature, including but not limited to changes to the roof, exterior walls, foundation or any removal or relocation of loadbearing walls shall be approved by the Cumberland County Commission.

   B. Any cosmetic changes to the interior of the building, changes that do not affect the structural integrity of the building and/or small changes that are part of a larger change covered by paragraph A above that have previously been approved by the Cumberland County Commission, may be approved by the Cumberland County Mayor.

   C. All changes must conform to the original intent of the Lease, which is to operate and manage a Military Museum for the benefit of the public good.

2. Any and all monies invested and/or changes or improvements made by the Lessee pursuant to this addendum and specifically to the real property or structure(s) located to the South of the Cumberland County Courthouse Annex also known as the "Old Cumberland County Courthouse", shall remain with said structure(s) and/or real estate, and shall become part of said real estate, and thereby owned by the Lessor from the

moment said changes and/or improvements are made. No other promises or guarantees are given or made by the Lessor regarding said improvements or changes.

3. In the event any grant money project to complete improvements is not completed as approved due to insufficient grant funds, disputes with the builder or architect or any other reason aside from Lessor's fault, the Lessee agrees to complete the project as approved at no cost to the Lessor.

4. The Lessee agrees to hold the Lessor harmless for any debts or damages that may arise out of the construction of improvements or any part of the project to make said improvements or changes to the real estate or building or structure currently on said real estate. These damages shall include but not be limited to personal injury or property damage. The Lessee agrees to maintain a general liability policy that will cover any damages arising from the project or construction. Further, the Lessee agrees to only hire or contract with architects, contractors or other personnel who are fully insured for both liability and workers compensation.

IN TESTIMONY WHEREOF, said parties have executed this addendum in duplicate, one of which is retained by the Lessor and the other by the Lessee, on this _____ day of _____, 2023.

LESSOR:
CUMBERLAND COUNTY, TENNESSEE
A political subdivision of the State of Tennessee

BY: _____
Allen Foster
Cumberland County Mayor

LESSEE:
MILITARY MEMORIAL MUSEUM
OF UPPER CUMBERLAND, INC.

BY: _____
_____
President

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Allen Foster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the County Mayor of Cumberland County, Tennessee, the within named bargainor, a political subdivision, and that he as such County Mayor, being authorized so do to, executed the foregoing instrument for the purposed therein contained by signing the name of the political subdivision by himself as such County Mayor.

Witness my hand and official seal of office on this ____ day of _____, 2023.

_____
Notary Public

My commission expires: _____

RESOLUTION NO. 05-2023-8

RESOLUTION TO APPROVE UPDATING THE CURRENT CUMBERLAND COUNTY PARKS AND RECREATION POLICIES AND PROCEDURES

WHEREAS, Cumberland County Parks and Recreation established Policies and Procedures in 2010 as a guideline for usage of the Cumberland County Community Complex, the Obed River Park, and the East Cumberland Community Park; and

WHEREAS, changes need to made periodically to keep the policies and procedures updated over time; and

WHEREAS, this resolution will amend and update the adopted policies and procedures that were approved by the Cumberland County Building and Grounds Committee on April 6, 2023;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commissioners that the attached document titled "Cumberland County Parks and Recreation Policies and Procedures", be approved to amend the previous language in the Cumberland County Parks & Recreation Policies and Procedures as indicated.

On this 15th day of March, 2023

SPONSOR:

Darrell D Threet

Commissioner Darrell Threet

APPROVED:

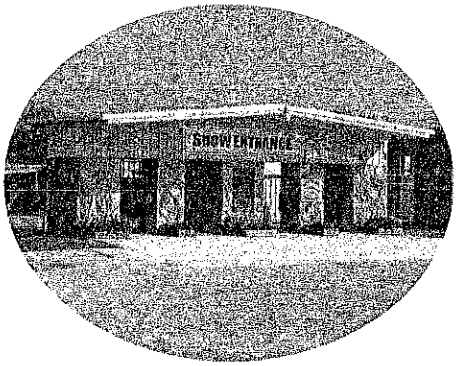
_____

County Mayor

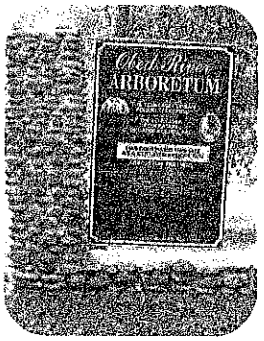
ATTEST:

_____

County Clerk



Cumberland County Parks & Recreation
Policies and Procedures
Facility Rental Information



Adopted by the Cumberland County Board of Commissioners February 16th, 2010
Amended by Cumberland County Building & Grounds Committee January 10th, 2012
Amended by Cumberland County Building & Grounds Committee March 17th, 2015
Amended by Cumberland County Building & Grounds Committee April 6th, 2023

Mission Statement

Provide unique and functional facilities to accommodate a diversity of activities including: civic, educational, recreational, entertainment, business, traditional youth activities, as well as, the annual Cumberland County Fair, for the community with an appreciation for the urbanization and the rural agricultural history of Cumberland County.

Introduction

Purpose of Policies and Procedures

Provide a consistent guideline for Event Holders and users and to provide a safe and quality experience using a Cumberland County Community Complex Facility, the Obed River Park, and the East Cumberland Community Park.

Purpose of Fees

Generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

Establishment of Fees

Rental fees for Complex Facilities will be reviewed on an annual basis with consideration given to:

- the service needs of the community
- the facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital improvements

Complex Facilities applicable to these operational policies and procedures

Include:

The Grounds of the Cumberland County Community Complex
The Exhibit Building
The Multi-Purpose Building
The Livestock Barn
The Arena and Grandstand
Shelters in the Obed River Park

Definitions

Complex

The grounds of the Cumberland County Community Complex as well as those within the Obed River Park.

Event

Any activity that takes place on a scheduled date which uses Cumberland County Parks & Recreation property.

Event Holder

Any individual, organization, company or entity using and/or renting a Cumberland County Parks & Recreation Facility.

Resident

Any individual renting a Cumberland County Parks & Recreation Complex Facility for a private event.

Commercial

Any individual or group renting a Cumberland County Parks & Recreation Facility for the purpose of generating revenue.

Not-For-Profit

Any individual or group with a (501) status that is: headquartered in and/or does business in Cumberland County.

Government

Any Governmental Organization that is: headquartered in and/or does business in Cumberland County.

Facilities Management

Director of Cumberland County Parks & Recreation.

Rental Contract

Written agreement between Cumberland County and Event Holder acknowledging use and fee arrangement for any Event held on Cumberland County Parks & Recreation property.

Fee Schedule Categories

Unless otherwise noted, rates are set forth in the Cumberland County Parks & Recreation **Management Rental Fee Schedule**

Attached

Resident Rate

- Applies to any for profit individual, organization, company or entity located within Cumberland County.
- Amenity fees must be paid.
- Setup and breakdown are included with amenities fee.

Commercial Rate

- Applies to any event that has ticket sales.
- Applies to any event that charge a booth fee but no general admission.
- These events are subject to applicable surcharges.
- Applies to Not-For-Profit organizations which are using the Complex for profit.
- Amenity fees must be paid.
- Setup and breakdown are included with amenities fee.

Not-For-Profit Rate

- This rate applies to any Cumberland County non-profit groups who are using a Complex Facility for civic purposes such as education meetings, organization or service meetings, or training.
- The organization must be located in Cumberland County. Location shall be determined by the Organization's address or primary funding source.
- Amenity fees must be paid.
- Setup and breakdown are included with amenities fee.

Government Rate

- This rate applies to Cumberland County Government departments for use of the Complex facilities.
- This rate applies to other government agencies using a facility.
- This rate applies to 4-H groups using the buildings, arena and the livestock barn. – ***if available.***

General Usage Policies

Cumberland County Government retains control and management of Cumberland County Parks & Recreation Facilities at all times, and shall have the right at all times to enforce all rules and regulations described, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access during Events

Parks & Recreation, as well as, Facilities Maintenance employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with Cumberland County Parks & Recreation Management in the formulation of an action plan and response to media inquiries.

All accidents, occurrences, and incidents must be reported to Parks & Recreation Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Parks & Recreation Management has the right to require medical personnel, based on the type of event.

Advertising

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of the Parks & Recreation Management. The County does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

Animals

Event Holders utilizing a Complex Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Animals must have proper health requirements as pertains to the type of animal on the Grounds based on State and Federal Laws concerning the animal. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called.

Animals and pets are not permitted in several Complex Facilities, refer to specific facility information; service dogs are the exception.

Alcohol

The use, possession, or sale of alcoholic beverages is prohibited on the grounds of the Complex without prior consent by the Cumberland County Parks & Recreation Management. Once approval has been granted, Event Holder shall:

- Follow all Federal, State, and Local Laws pertaining to the use, possession, and / or sale of said alcoholic products.
- Event Holder must provide Security for said event based on the number of attendees.
- Alcohol sold on the grounds of the Complex is subject to a 10% surcharge for the total alcohol sales per event.
- Pay a refundable Clean-up / Damage Deposit equal to the facility rental prior to the event or have a "hold" placed on a debit / credit card until post-event inspection can be completed by Parks Staff. Any damage or clean-up cost will then be billed to said card.

Alcoholic Beverage

Alcoholic beverage, adult beverage, or drink means and includes alcohol, spirits, liquor, wine, and every liquid containing alcohol, spirits, wine, and capable of being consumed by a human being with more than one-half of one percent (0.5%) alcohol by volume.

Camping / RV Use

The Cumberland County Community Complex does not have RV hook-ups or allow any camping without authorization from Parks & Recreation Management.

Cancellation of Event

All cancellations by Event Holder shall be in writing and effective upon receipt by the Parks & Recreation Management. Cumberland County shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the County to an Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Clean-up Guidelines

Each facility requirements differ for clean-up; refer to the specific facility section for details. Failure to meet the clean- up requirements may result in post-rental charges.

Damage Costs

The Event Holder shall be held responsible for all damages to and any necessary clean-up of the Complex Facilities and property. All costs deemed necessary and incurred by Cumberland County for replacement and/or repairs caused on behalf of the Event Holder will be billed to the Event Holder within ten (10) working days after the event. Payment must be made within fifteen (15) days after receipt of billing. A credit / debit card hold may be applied to any event serving alcohol. The same hold may be applied to other events deemed to have the potential for damage and / or clean-up costs incurred by Cumberland County.

Decorations

Decorations are allowed on Complex property. No tape is allowed to be used to affix decorations. No tape is allowed to be used on the floors of the Exhibit or Multi-Purpose Buildings. All decorations must be removed at the conclusion of each event.

Deliveries

Deliveries will not be accepted by any Parks & Recreation employee for any Event or Event Holder.

Discount Rates

The Complex offers discount rates based on number of rental days per year. One to four rental days is at 100%, five to nine days is at a 25% discount, and ten or more days is a 50% discount.

Event Staffing

Event Holders shall provide all security, ushers, announcers, ticket takers, clean- up crew or any other personnel necessary to conduct the activities described in the Rental Contract. A Parks & Recreation employee may be on site or on call while facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings

Facility Alterations

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work on any the facilities without prior written authorization of Cumberland County Parks & Recreation Department. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

Fire Safety Standards

All fire regulations in the Uniform Fire Code as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Parks & Recreation Management will work with Event Holder during planning meetings to ensure compliance with the UFC, However, the Event Holder is ultimately responsible for compliance.
Event Holders should contact the appropriate Fire Department at least 30 days prior to the scheduled event.

Floor / Area Plans

Event Holders shall submit floor / area plans to Parks & Recreation Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Parks & Recreation Facilities Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

Food Service / Event Catering

Food Service or Catering is the responsibility of the Event Holder. Complex facilities are not to be used for cooking food. Cooking food products is allowed in the concession stands.

General Compliance

Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the City of Crossville, Cumberland County and the State of Tennessee.

Glass Containers

Glass drinking containers are not permitted in any outdoor Cumberland County Parks & Recreation Facility or parking lots.

Hazardous Waste

The Event Holder agrees, at all material times Event Holder is on Complex property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Cumberland County and/ or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Parks & Recreation Management and the Tennessee Department of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Cumberland County property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Parks & Recreation Management, or shall otherwise violate the provisions of this paragraph, Cumberland County Parks & Recreation Management will look to the Event Holder and shall subject the Event Holder to a fine plus any costs incurred by County. Such fine shall be imposed by Parks & Recreation Management for each infraction and Event Holder shall be deemed in material breach of the Rental Contract and subject to immediate termination of the Rental Contract and removal from the property.

Health Permit Requirements

When an event involves a temporary food service operation or food demonstration, the Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Cumberland County Health Department is required. Event Holder shall contact the Cumberland County Health Department at (931) 484-6196 at least 30 days prior to the scheduled event.

Holiday Restrictions

Cumberland County Parks & Recreation Facilities are officially closed on the following holidays: Noon on Christmas Eve and all Christmas Day. No reservations for use of the facilities on these holidays will be accepted.

Indemnification

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, pursuant to the Rental Contact, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or d employees. Event Holder's indemnification obligation here under shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Key Distribution

No keys will be distributed to Event Holders unless authorized by the Parks & Recreation Management. Keys are to be turned in the next business day following the Event. Failure to return keys will result in post-event charges.

Liability Limitations of Parking

Cumberland County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holders are responsible for requesting designated parking. Guests of an Event who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles

Cumberland County shall not be responsible, under any circumstances, for property of the Event Holder while on any Complex premises. Cumberland County Parks & Recreation Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Parks & Recreation Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

No Smoking

Smoking is prohibited at all times within all buildings owned, leased, or operated by Cumberland County.

Open Carrying of Firearms

Open carrying of firearms is prohibited at all Cumberland County Parks & Recreation Facilities unless approved by Management.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at the Complex Facilities. It is the Event Holder's responsibility to coordinate with Parks & Recreation Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County Maintenance workers. Parking lots are subject to availability.

Planning Meeting

As deemed necessary by Parks & Recreation Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than two (2) weeks prior to Event Holder's scheduled Event.

Rental Hours

Event rental hours for the: Exhibit Building, Multipurpose Building, Country Store, Open-Air Barn, and Arena are from: 7 AM to 10 PM on the contracted date, unless otherwise approved by Parks & Recreation Management.
Event rental hours for shelters at Obed River Park are from: 7 AM until Dusk.

Reservations

Event Holders must contact the Cumberland County Parks & Recreation Management to determine date availability and complete a Rental Contract. Consideration may be given to the Event Holder to rent the same dates for the following year however, there is no guarantee of availability until a signed Rental Contract is completed.

Security

Cumberland County Parks & Recreation Management has the right to require Event security, based on the type of Event. Parks & Recreation Management, with the consultation of the Cumberland County Sheriff's Department, will determine Event security needs. Any event serving and / or selling alcoholic beverages must provide security based on the size and type of event. All Event security plans must be submitted and approved by Facilities Management a minimum of 30 days prior to an Event. ***The Event Holder will be responsible for any/ all fees charged by the security service.***

Security Guard

A security guard (also known as a security inspector, security officer, or protective agent) is a person employed by a government or private party to protect the employing party's assets (property, people, equipment, money, etc.) from a variety of hazards (such as damaged property, unsafe behavior, criminal activity, etc.) by enforcing preventative measures.

Security Service

Any licensed and bonded Private Security Service in the State of Tennessee. Off-duty law enforcement officers employed by the Cumberland County Sheriff's Office, City of Crossville Police Department, or Fairfield Glade Security can serve as private security for events at the Complex.

Sub-Leasing

Event Holder may not, under any circumstances, sub- lease facilities, equipment or materials owned by the Cumberland County Government, without the express written consent of the Cumberland County Parks & Recreation Management. Cumberland County Parks & Recreation Management employees have the sole authority for renting or leasing facilities.

Pipe and Drape

Pipe and Drape must be rented from the Complex. No outside vendors will be allowed to set-up Pipe and Drape within the grounds of the Cumberland County Community Complex. Pipe and Drape rental is $1.50 per linear foot per booth.

Tables and Chairs

Tables and chairs are the property of Cumberland County. Tables and/ or chairs will not leave the Complex grounds unless prior approval has been granted by the Cumberland County Building and Grounds Committee or Parks & Recreation Management.

Time of Events – Operating Hours

The County reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "setup" or "breakdown" shall include the use of the facilities for moving in and out in preparation of the facilities for performance of an Event. The hours for set up and tear down shall be specified in the Rental Contract and will be at the discretion of the Parks & Recreation Management.

Use of or Loss of County Equipment

Without prior coordination and agreement of Parks & Recreation Management, Event Holders shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of, *in any manner,* equipment or materials owned by the Cumberland County Government.

Use Restrictions

The Cumberland County Government and/or Cumberland County Parks & Recreation Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. Cumberland County Government and/or Cumberland County Parks & Recreation Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Contract has been signed, executed, and paid in full to the County, the County may, in its sole discretion, agree not to schedule a like Event on any part of the Complex during the same period of time as that scheduled by the Event Holder. Only the Board of County Commissioners may waive any part of the policies and procedures. Waiver must be done in writing. No Event shall be booked at the Cumberland County Fairgrounds or interfere with the Annual Cumberland County Fair between the second week of August through the first week of September.

Cumberland County Parks & Recreation Management rental policies and procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Contract will govern.

Payment Policy

Method of Payment

Rent is due in full one (1) week prior to the Event. Applicable surcharges are due within three (3) business days following the Event. Cumberland County Parks & Recreation accepts: personal checks, business check, cash, money orders, debit or credit cards. Checks are to be made payable to: ***Cumberland County Parks & Recreation.***

Cancellation of Event

Contracted Events may be cancelled without fees if sixty (60) days-notice is given to Parks & Recreation Management. If sixty (60) days-notice is not given, the Event Holder is responsible for all rental fees.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, Cumberland County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Cumberland County Parks & Recreation facilities, however arising, including failure of voice or data lines, even if Cumberland County has been advised of the possibility of such damages. Cumberland County liability will in no Event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the Rental Contract. Users of Cumberland County Parks & Recreation facilities are advised to procure Event cancellation insurance. Cumberland County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

Insurance Requirements

Certificate of Insurance:

The Event Holder will procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance/ General Liability Insurance. Said insurance will provide limits as indicated herein. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the Event (set up preparation, actual Event, specific hours of occupancy and cleanup). The Event Holder will provide Cumberland County Parks & Recreation Management the required certificate(s) of insurance naming Cumberland County, Tennessee, its officers, agents, and employees as additional insureds and naming the specific Event and date(s) being insured. The required certificate(s) of insurance will be provided to Facilities Management at least one (1) week prior to occupying a Cumberland County Parks & Recreation. The Event Holder will not be permitted to occupy or use a Cumberland County Community Complex Facility unless and until the required insurance is provided.

General Liability:

HAZARD SCHEDULE INSURANCE LIMIT
Single Limits Aggregate
$1,000,000
Limits determined by Risk Management at the time of request.

Cumberland County Community Complex Extras / Equipment Rental

Standard
Chairs: $0.50 each per event
Tables: $2 each per event
Pipe and Drape: $1.50 per linear foot per booth per event
Facilities Management Employee Labor Fees $15.00 per hour
Portable Bleachers: $40 each per event
Stage – Platform type: $40 each per event
Picnic Tables: $10 each per event
Benches: $4 each per event
Projector & Screen: $20/day
Tractor with Operator $25.00 per hour
Public Address System: (Exhibit Building) $20 per day
Digital Sign: Ads $100 / day

Surcharges

Facilities Admission Surcharge

Ticket Surcharge

A-Commercial Events, which charge an admission charge will be charged 10% (percent) of any gate fees.

B-A Ticket Surcharge shall be paid by all Not-For-Profit Event Holders who charge to enter the event.

- Ticket Surcharge fees are collected at the time a ticket is sold whether the ticket is sold at the gate or in advance.
- Events will be allowed five (5) percent of the paid attendance for complimentary tickets. Five percent will be deducted from the final paid attendees total at the conclusion of the Event. Any complimentary tickets given out, above the said 5%, will be charged the regular usage fee.

Ticket sales must be accounted for within three (3) business days after the conclusion of the event. Payment shall be made to the Cumberland County Parks & Recreation Management within three (3) business days following the last day of the event.

Facilities Staffing Rate

Any event beginning and/ or ending past the Cumberland County Community Complex's business hours may be charged an hourly rate, for those hours, to provide an on-site County employee for janitorial and closure purposes. Any event may request Complex Staff on-hand after regular Complex business hours but must pay fee.

1. The Staffing fee is: **$15 /per hour/ per employee.**
2. The fee charge begins at the end of the Complex's regular hours and ends when the employee locks the gates at the conclusion of the event. Employee will be the last person to leave the Complex grounds. ***It is the responsibility of the Event Holder to clear the grounds.***

Tractor

Any event requiring the use of a Cumberland County Community Complex tractor and/ or other machinery will be required to pay an hourly rate for the equipment and operator.

1. Tractor fee is **$25 per hour** and includes operator.
2. Event Holder must contact Facilities Management for approval.

Location Map

Address:

1398 Livingston Road
Crossville, Tennessee 38555

Entire Facility 119.9 Acres

Exhibit Building- Max. Capacity 950 ppl.
7,367 square feet

Vehicular access for loading and unloading
Carpet flooring
Catering kitchen
Small dance floor
Two Side Rooms Available

Exhibit Building Rental Include

- Wireless internet
- Restrooms
- Kitchen

Amenities Available to Rent for Use in the Exhibit Building

- Chairs
- Tables
- Pipe and Drape
- Portable Stage
- Public Address System
- Projector & Screen

Multi-Purpose Building- Max. Capacity 340 ppl.
2,886 Square Feet

Concrete floors

Multi-Purpose Building Rental Include

- Restrooms
- Wireless internet

Amenities Available to Rent for Use in the Multi-Purpose Building

- Chairs
- Tables
- Pipe and Drape
- Projector & Screen

Building Decorations

- Decorations, signs, banners and all similar materials may not be nailed, taped, stapled or otherwise fastened to ceilings, doors, walls, glass, columns or painted surfaces.
- Helium balloons may only be used when permanently attached to authorized displays.
- All signs, banners, displays to be suspended from ceilings must be approved in advance and hung by or assisted by Parks & Recreation Management staff.
- All decorating plans must be submitted and approved by Parks & Recreation Management a minimum of 30 days prior to an event.

Restrictions

Animals are not permitted in the above buildings. Service dogs are permitted.

Event Holder Cleaning Procedures

Cumberland County Community Complex Facilities are a "self-serve" facility.
Event Holder is responsible to clean the facility to match pre-event condition.

Kitchen:

- Wipe and clean all counter tops, sinks, and tables
- Wipe and clean all ovens and stoves (remove grease)
- Wipe and clean refrigerator and freezer
- Sweep and wet mop floor

Buildings:

- Wipe, clean and stack tables and chairs and replace in storage area
- Sweep and wet mop floor and entryway (Multi-Purpose Building)
- Vacuum all carpeted areas (Exhibit Building)

Restrooms:

- Floors swept and mopped
- Flush all toilets
- Wipe and clean all counter tops, sinks, mirrors and toilets

Building Exterior / Parking areas:

- Check exterior and parking areas for trash. Dispose of trash in a trash receptacle or dumpster.

Arena

Dirt floor
Wooden fence with gates

Rental Includes

- Arena
- Concrete Grandstand (w/ approx. 1800 seating capacity)
- Two (2) concession stands
- Restrooms
- Announcer's building

Cleaning

- Arena must be left in pre-event condition
- Grandstand must be left in pre-event condition
- Concession stands must be cleaned, swept, and coolers emptied
- Restrooms must be cleaned, toilets flushed, and swept.

Livestock Barn

Dirt floor
Concrete floored stalls
Covered Grandstand
Restrooms

Cleaning

- Clean all stalls, and remove shavings and manure from grounds
- Grandstand must be left in pre-event condition
- Restrooms must be swept, cleaned, and toilets flushed

Grounds

Rental of the Cumberland County Community Complex Grounds include
The Exhibit Building
The Multi-Purpose Building
The Livestock Barn
The Arena

Cleaning

- Cleaning of the grounds is the same as the cleaning of each individual building or area listed above.

Obed River Park Shelters

Two Covered Shelters

Picnic tables
Bar-B-Que Grills

Rental Fee Includes:

- Picnic Tables
- Grills

Event Holder Cleaning Procedures

- The Shelters are a "self-serve" facility.
- Event Holder is responsible to clean the shelter to match pre-event condition.
- Pick up trash and debris from outdoor areas, including picnic tables and parking lots.

Outdoor Classroom

The Outdoor Classroom, formerly Shelter #2, can be reserved for any educational based meeting through the Parks and Recreation Office.

Decorations / Signs / Banners

- All signs, banners and displays to be hung in the Shelters must be removed following the event.

East Cumberland Community Park

Located behind Westel Fire Station in Westel, Tennessee.

- ¼ Mile Paved Walking Trail
- 2 ADA Swing Sets
- Gazebo
- Picnic Tables
- No rentals

Restrictions: *No alcohol is permitted in any park area.*

Cumberland County Parks & Recreation Reserve The Right To:

1. Eject any person and/or group deemed to be a danger to public safety.
2. Eject any person and/or group deemed to be violating any local, state, or federal laws.
3. Eject any person and/or group violating any Cumberland County Parks & Recreation policies.
4. Cancel or Conclude any Event violating its' Contract terms.
5. Cancel or Conclude any Event deemed to be a danger to public safety.
6. Ban any individual and/or group deemed to be engaged in illegal or inappropriate behavior. *Banning an individual and/or group will be conducted through the Police Department of the City of Crossville and will make it illegal for said individuals to trespass on any Cumberland County Community Complex Grounds, East Cumberland Community Park, and/or Obed River Park.*
7. Rent to any individual, group, or organization who has violated the rules set forth or damaged the facilities in prior events.

CONTRACTS APPENDIX

CUMBERLAND COUNTY
PARKS &
RECREATION

Cumberland County Parks & Recreation

Commercial Rental Agreement

Name Of Event	Dates of Rental	Contact Person	Contact Phone Number

Check All Facilities To Be Rented

	Type Of Rental	Price	Rental Days	Rental Cost
◯	Exhibit Building ◯ Side Room A ◯ Side Room B	$200/per day $50/per day $50/per day		
◯	Multi-Purpose Building	$100 /day $50 /four hours or less		
◯	Barn	$200 / per day		
◯	Arena	$400 / per day		
◯	Grounds	$1,050 / per day		
◯	Ball fields	$400 / per day		
◯	Shelter #1	$50 / per day		
◯	OUTDOOR CLASSROOM	$FREE W/ APPROVAL		
◯	Shelter #3	$25 /per day		

***PLEASE NOTE- ALL EVENTS CHARGING ADMISSION AND/OR CHARGING A PER BOOTH FEE, MUST PAY RENTAL PER DAY PLUS 10% OF THE TICKET SALES.**

Amenities Needed For Event

	Complex Amenities	Total Needed	Amenities Charge	Building / Area
◯	Tables- $2 each			
◯	Chairs- $.50 each			
◯	Picnic Tables- $10 each			
◯	Benches- $4 each			
◯	Interior Stage- $40			
◯	Public Address System- $20/day			
◯	Projector & Screen- $10/ day			
◯	Bleachers-$40 each			
◯	Pipe & Drape- $1.50/ per linear foot			

Policies and Procedures Manual available at the Parks & Recreation Office upon request.

Facilities Rental Total	Amenities Rental Total	Total Due Prior To Event

X	
Event Holder Signature	**Date**
Cumberland County Parks and Recreation	**Date**

POST EVENT RENTAL CHARGES

Date	Extra Amenities Charge	Total Per Day Fee
		$
		$
		$
		$
TOTAL DUE		$

Type (Color) Of Ticket	Kind Of Ticket	Beginning Ticket Number	Ending Ticket Number	Total # Of Tickets Sold	Admission Price	Total Sales Per Ticket Type

TOTAL TICKET SALES	10% OF GATE ADMISSION	TICKET SALES + AMENITIES

TOTAL RENTAL CHARGE FOR THIS EVENT (Includes Facilities, Amenities, Usage)	**$**

CUMBERLAND COUNTY PARKS & RECREATION

Cumberland County Parks & Recreation

Resident Rental Agreement

Name Of Event	Dates of Rental	Contact Person	Contact Phone Number

Check All Facilities To Be Rented

	Type Of Rental	Price	Deposit	Number Of Days Rented	Rental Cost
◯	Exhibit Building ◯ Side Room A ◯ Side Room B	$200/per day $50/per day $50/per day			
◯	Multi-Purpose Building	$100 /day $50 /four hours or less			
◯	Barn	$200 / per day			
◯	Arena	$400 / per day			
◯	Grounds	$1,050 / per day			
◯	Ball fields	$400 / per day			
◯	Shelter #1	$50 / per day			
◯	OUTDOOR CLASSROOM	$FREE W/ APPROVAL			
◯	Shelter #3	$25 /per day			

Rental Needs For This Event

	Complex Amenities	Total Needed	Amenities Charge	Building / Area
◯	Tables- $4 each			
◯	Chairs- $.50 each			
◯	Picnic Tables- $20 each			
◯	Benches- $10 each			
◯	Interior Stage- $40			
◯	Public Address System- $20/day			
◯	Exterior Platform Stages- $40 each			
◯	Bleachers-$40 each			
◯	Pipe & Drape- $1.50/ per linear foot			

Facilities Rental Total	Amenities Rental Total	Total Due Prior To Event

Policies and Procedures Manual Available Upon Request

X	
Event Holder Signature	**Date**

Resolution # 05-2023-9

Cumberland County, Tennessee

A Resolution to Approve Participation in Cooperative Purchasing Programs & Associations

To the Cumberland County Commission meeting in regular session this 15th day of May, 2023:

Whereas, Tennessee Code Annotated 12-3-1205 provides that any county of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants, and

Whereas, additionally Tennessee Code Annotated 12-3-1205 provides that any county of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities, and

Whereas, Tennessee Code Annotated further provides that a county may participate in a cooperative purchasing association master agreement by adopting a resolution accepting the terms of the master agreement.

Therefore, be it resolved by the Cumberland County Commission that it hereby adopts and approves the attached master agreements and the participation in cooperative purchasing associations identified as: (1) Sourcewell Cooperative Purchasing Program, (2) Omnia Partners Cooperative Purchasing Program, (3) The Interlocal Purchasing System also known as TIPS, and (4) Buy Board National Purchasing Cooperative, and further authorizes the Director of Finance to execute documents to enable participation.

Sponsor: _____
County Mayor

Approval: _____
County Mayor

Attest: _____
County Clerk

Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By Gregory J Zylka
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By Sara Nagel
9BEF5D6F68B149B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By_____
Authorized Signature – Signed

By _____
Name – Printed
Title_____
Date _____

OMNIA®
PARTNERS

NATIONALIPA U.S. COMMUNITIES

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

	Sarah Vavra
Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

INTERLOCAL AGREEMENT
Region 8 Education Service Center

_____	_____ - _____
PUBLIC ENTITY (TIPS MEMBER)	Control Number (TIPS will Assign)

and

Region 8 Education Service Center Pittsburg, Texas	225 - 950 Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.[1] Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.[2]

Vision:
TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:
The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:
This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

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1 Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

2 Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-	**Region 8 Education Service Center**
_____	
By:_____	By: _____
Authorized Signature	Authorized Signature
Title:_____	Title: Executive Director, Texas Region 8 ESC
Date _____	Date _____

Public Entity Contact Information

_____

Primary Purchasing Person's Name Primary Person's Email Address

_____

Entity Address City State Zip

_____

Secondary Person's Name Secondary Person's Email Address

_____

Entity Phone Number Entity Fax Number

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.

2. **Term**. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

3. **Termination.**

   (a) **By the Cooperative Member**. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
   a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
   b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
   c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
   d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

    THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
    (a) Neither party waives any immunity from liability afforded under law;

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date:_____

Dan Troxell, Ph.D.
Assistant Secretary

TO BE COMPLETED BY COOPEATIVE MEMBER:
[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

_____
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

_____
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is: _____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email

(Revised by the Cooperative Board of Trustees on March 10, 2016).

RESOLUTION: 05-2023-10

CUMBERLAND COUNTY, TENNESSEE

A Resolution for American Rescue Plan Act (ARPA) Allocation

WHEREAS, the American Rescue Plan Act (ARPA) was enacted to provide continued relief from the impact of the COVID-19 pandemic; and

WHEREAS, the ARPA program appropriates funds to assist state, local, tribal and territory governments in responding to the COVID-19 pandemic; and

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency; and

WHEREAS, the federal treasury presumes that up to $10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount to fund government services; and

WHEREAS, recipients may elect a "standard allowance" of $10 million to spend on government services through the period of performance; and

WHEREAS, all recipients may elect to use this standard allowance instead of calculating lost revenue using the formula provided by United States Treasury; and

WHEREAS, Cumberland County had the need to fund government services while in the recovery phase of the COVID-19 pandemic.

NOW, THEREFORE IT BE RESOLVED, that Cumberland County's allocation of ARPA funding was used to fund government services under the replacement of lost public sector revenue spending category as follows: $10,000,000.00 for the provision of general government services including salaries and benefits to first responders and other employees.

The County Commission further resolves that all previous resolutions referencing ARPA funding were intended to be from ARPA funds above the "standard allowance" as prescribed by the United States Treasury and other County unassigned fund balances.

Passed and Adopted by the Cumberland County, Tennessee Commission on the 15th day of May, 2023.

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 8 Nays: 0 Abstain: 0

Resolution # 05-2023-11

CUMBERLAND COUNTY, TENNESSEE

To the Cumberland County Commission meeting in regular session this 15th day of May, 2023:

Whereas, the Highway Superintendent has requested adjustments to his budget, and

Whereas, the Budget Committee has reviewed the Highway Department request and favorably recommended the amendments.

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

Highway Fund
Highway & Bridge Maintenance

Increase Expenditures:		
131-62000-187	Overtime	$ 10,000.00
131-62000-201	Social Security	$ 765.00
131-62000-204	State Retirement	$ 800.00
131-62000-455	Wood Products (Bridge Repairs)	$ 10,000.00
Total		$ 21,565.00
Decrease Fund Balance:		
131-34550	Highway Fund Balance	$ 21,565.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

RESOLUTION # 05-2023-12

CC

BOE APPROVED: NO COMMISSION ACTION REQUIRED

RESOLUTION # _____

Cumberland County, Tennessee

General Program School Fund

WHEREAS, the General budget requires revision to reallocate funding.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of May2023, that the following budget amendment be adopted:

Decrease Expenditures			
141-71200-429	Instructional Supplies	$	14,374.10
141-71200-336	Maintence & Repair Services	$	200.00
Total Decrease Expenditures		$	14,574.10
Increase Expenditures			
141-71200-499	Other Supplies and Materials	$	11,580.26
141-72220-161	Secretary	$	1,475.84
141-72220-207	Medical Insurance	$	914.00
141-72220-790	Other Equipment	$	604.00
Total Increase Expenditures		$	14,574.10

Robert Sadler
BOE Member

Jerry Boston
Chairman of the Board

ATTEST:
Director of Schools

Ayes: 9 Nays: 0 Abstain: _____

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

OC.

RESOLUTION # 05-2023-13

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to reallocate funding to provide adequate appropriation to fund the Cumberland County High School Auditorium Building Project.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 27th

day of April 2023, that the following budget amendment be adopted:

General Budget Amendment

Decrease Expenditure:		
141-72620-335	HVAC Equipment	$47,000.00
Total Decrease in Expenditures		$47,000.00
Increase Expenditures:	Building Construction	
141-76100-706		$47,000.00
Total Increase in Expenditures		$47,000.00

SPONSORED BY: _____ BOE Member

APPROVED BY: _____ Chairman of the Board

ATTEST: _____ Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: _____ County Commissioner

Approval: _____ County Mayor

Attest: _____ County Clerk

Budget Committee Vote:
Ayes: 9 Nays: 0 Abstain: 0

CC

RESOLUTION # 05-2023-14
Cumberland County, Tennessee
General Purpose School Fund

WHEREAS, the North Kids Club of Cumberland County Schools is the recipient of an American Rescue Plan Act Childcare Stabilization Fund subgrant from the Tennessee Dept. of Human Services Child Care Providers program to ensure the continuation of adequate childcare options amid the pandemic and,

WHEREAS, the North Kids Club is a before and after childcare program operated within the Cumberland County Schools budget and the grant requires a $2,000 bonus for our 1 full-time employee and a $1,000 bonus for our 1 part-time employee for retention. The remaining monies will be spent on allowable expenses such as equipment, supplies and storage solutions.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 27th day of April, 2023, and by the Cumberland County Commission meeting on this ___ day of _____, 2023, that the following budget amendment be adopted:

ARPA – American Rescue Plan Act
North Kids Club Grant

Increase Revenue:		
141.47401	Other Federal Revenue through State ARP	$57,095.58
	Total Increase:	$57,095.58
Increase Expenditures:		
141.72905.188	Support Services – Bonus Pay	$ 3,000.00
141.72905.201	Support Services – Social Security	$ 229.50
141.72905.204	Support Services – Retirement	$ 165.00
141.72905.599	Support Services – Other Charges	$53,701.08
	Total Increase:	$57,095.58

SPONSORED BY: Rebecca James
BOE Member

APPROVED BY: Lelon Boston
Chairman of the Board

ATTEST: William Hill
Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: Greg Maxwell
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote: Ayes: 9 Nays: 0 Abstain: 0

CC

RESOLUTION # 05-2023-15

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to reallocate funding.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 27th

day of April 2023, that the following budget amendment be adopted:

General Budget Amendment

Decrease Expenditures:		
141-76100-799	Other Capital Outlay	$25,000.00
141-72510-105	Fiscal Director Salary	$25,000.00
141-72520-471	Software	$15,000.00
141-72130-123	Guidance Personnel	$35,000.00
Total Decrease in Expenditures		$100,000.00
Increase Expenditures:		
141-76100-321	Engineering Services	$100,000.00
Total Increase in Expenditures		$100,000.00

SPONSORED BY: _____ BOE Member

APPROVED BY: _____ Chairman of the Board

ATTEST: _____ Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: _____ County Commissioner

Approval: _____ County Mayor

Attest: _____ County Clerk

Budget Committee Vote:
Ayes 9 Nays: 0 Abstain: 0

CC

RESOLUTION # 05-2023-16

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to reallocate resources from our miscellaneous refunds to our BOE Construction Account. The general budget received $335,559 from ESSER 3 funds designated for indirect costs.

WHEREAS, the $335,559 below will be utilized to fund the remaining expense of the Cumberland County High School Auditorium project.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 27th

day of April 2023, that the following budget amendment be adopted:

General Budget Amendment

Increase Revenue:		
141-44170	Miscellaneous Refunds	$335,559
Total Increase in Revenues		$335,559
Increase Expenditures:	BOE Construction Expense	$335,559
141-76100-706		$335,559
Total Increase in Expenditures		

SPONSORED BY: _____
BOE Member

APPROVED BY: _____
Chairman of the Board

ATTEST: _____
Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 8 Nays: 0 Abstain: 0

CC

RESOLUTION # 05-2023-17
Cumberland County, Tennessee
Program School Fund

WHEREAS, the school district has been awarded the following new state grant that was not included in the original Fund 141 School Budget: Innovative School Models (ISM). Whereas, the grant will provide additional money to all elementary schools, Cumberland County HS and Stone Memorial HS.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this ___ day of _____, 2023, and by the Cumberland County Commission meeting on this ___ day of _____, 2023, that the following budget amendment be adopted:

NEW STATE GRANT: Innovative School Models (ISM)

Increase Revenues:		
46790	State– ISM	$6,200,000.00
	Total Increase:	**$6,200,000.00**

Increase Expenditures:		
141-71300-599(180)	Other Charges	$6,119,000.00
141-71300-730 COES	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 CCHS	Vocational Instruction Equipment	$ 20,000.00
141-71300-730 BROWN	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 GMES	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 HOME	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 NORTH	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 PINEV	Vocational Instruction Equipment	$ 1,000.00
141-71300-730 PHILL	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 SOUTH	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 STONE	Vocational Instruction Equipment	$ 5,000.00
141-71300-730 SMHS	Vocational Instruction Equipment	$ 20,000.00
	Total Increase:	**$6,200.000.00**

SPONSORED BY: _____
BOE Member

APPROVED BY: _____
Chairman of the Board

ATTEST: _____
Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote: Ayes: 8 Nays: 0 Abstain: 0

1st District
Dewey Walker
Sue York
2nd District
Nancy Hyder
Tom Isham
3rd District
Rebecca Stone
Darrell Threet
4th District
David Gibson
Charles Seiber
5th District
Jack Davis
Terry Lowe

6th District
Joe Sherrill
Wendell Wilson
7th District
Mark Baldwin
Jerry Cooper
8th District
Deborah Holbrook
Greg Maxwell
9th District
Colleen Mall
John Patterson, Jr
Commission Chairman
Mayor Allen Foster

Cumberland County Board of Commissioners

2 N Main St | Suite 203 | Crossville, TN 38555

May 1, 2023

TO: County Commissioners, County Mayor, County Clerk, Media

FROM: Wendell Wilson—Chairman, Building and Grounds Committee

The Building and Grounds Committee will be meeting on Tuesday, May 9, 2023 at 4:30 pm at the County Highway Department located at 83 Northside Lane. Please enter at the Northside Drive entrance.

AGENDA

Tour of County Highway Department—Stanley Hall

1. Call to Order
2. Approval of Minutes
3. Courthouse Renovation Update, Upland Design Group
4. Archives Renovation Update, Upland Design Group
5. Military Memorial Museum Lease Addendum, Wilson
6. Fair Park Senior Center Flooring
7. Old Business, if any
8. New Business, if any
9. Adjournment

BUILDING AND GROUNDS COMMITTEE:

Dewey Walker (1st)
Tom Isham (2nd), Vice Chairman
Darrell Threet (3rd)
David Gibson (4th)
Terry Lowe (5th)
Wendell Wilson (6th), Chairman
Mark Baldwin (7th)
Deborah Holbrook (8th)
Colleen Mall (9th), Secretary

1st District
Dewey Walker
Sue York
2nd District
Tom Isham
Nancy Hyder
3rd District
Rebecca Stone
Darrell Threet
4th District
David Gibson
Charles Seiber
5th District
Jack Davis
Terry Lowe

6th District
Wendell Wilson
Joe Sherrill
7th District
Mark Baldwin
Jerry Cooper
8th District
Greg Maxwell
Deborah Holbrook
9th District
Colleen Mall
John Patterson, Jr

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

2 N Main St | Suite 203 | Crossville, TN 38555

TO: County Commissioners, County Mayor, County Clerk, Media

FROM: Deborah Holbrook - Delinquent Tax Committee Chair

The Delinquent Tax Committee will be meeting on Monday, May 15, 2023 at 5:00 pm in Plateau Conference Room (Rm 130) of the Art Circle Public Library.

AGENDA

1. Call to Order
2. Approval of April Minutes
3. Gonzalo & Celia Maria Teller – 2023 Coyote Drive/150B A 4.00
   2004 Coyote Drive/150B B 23.00
   3026 Niska Drive/150G B 9.00
   3028 Niska Drive/150G B 10.00
   5261 Pawnee Road/150J B 3.00
   5259 Pawnee Road/150J B 4.00
   6305 Osage Road/150J C 3.00
   6307 Osage Road/150J C 4.00
4. Judith Ann Weisgerber - 58 Beachwood Court/103D C 7.00
5. Donald & Jill Houston - Stone St. Lot 18/182L D 18.00
   Lantana Rd. Lot 27/ 183P A 28.00
6. Michelle Mena - 129 Laurelwood Drive/91I G 10.00
   128 Laurelwood Drive/91P B 34.00
   132 Laurelwood Drive/91P B 36.00

7. Jonathan Dellisanti — 4017 Kila Drive/150A F 1.00
2 Broken Arrow Drive/150A H 2.00
8120 Chief Red Cloud Drive/162A J 10.00

8. Mark & Colleen Kemp - 1052 Greyeagle Drive/162A A 27.00

9. Kirk Walser - 123 Folkstone Road/90F G 36.00

10. Old Business

11. New Business

12. Adjournment

DELINQUENT TAX COMMITTEE MEMBERS:

Allen Foster | Mayor
Dewey Walker | 1st District
Deborah Holbrook | 8th District
Darrell Threet | 3rd District
Colleen Mall | 9th District

Delinquent Tax Committee
Minutes

RECEIVED
4.18.23

March 20, 2023 at 5:00 pm
in Room 130 of the Art Circle Public Library

Members Present:	Members Absent:	Others Present:
Deborah Holbrook	Colleen Mall	Beth Wyatt-Davis
Allen Foster		Heather Mullinix
Darrell Threet		
Dewey Walker		

Meeting was called to order at 5:00 pm on March 20, 2023 by Chair Deborah Holbrook

Minutes from the February 21, 2023 meeting were approved after a motion to approve by Foster, seconded by Walker. All approved, motion carries.

David Pierre placed bids for 4015 Sioux Rd/150J G 25.00 for $277.40 plus an advertising fee of $45.00 and for 4016 Sioux Rd/150J H 35.00 for $283.10 plus an advertising fee of $45.00. Pending no other bids Walker made a motion to accept the bid, seconded by Threet. All approved. Bids accepted.

David L. Thompson placed a bid for 17 Locksley Ct./91P F 32.00 for $410.00 plus an advertising fee of $45.00 and for 21 Locksley Ct./91P F 30.00 for $410.00 plus an advertising fee of $45.00 Pending no other bids Threet made a motion to accept the bid, seconded by Foster. All approved. Bids accepted.

Micheal Matthews placed bids for Cole St. Lot 38/182L A 10.00 for $255.70 and for Cole St. Lot 39/182L A 9.00 for $255.70 and Southwinds Drive/182N B 6.00 for $263.60 for each property an advertising fee of $45.00 each. Pending no other bids Foster made a motion to accept the bid, seconded by Threet. All approved. Bid accepted.

Evan Oliver placed bids for Garrison Rd Lot 42/199P A 10.00 for $276.00 and for Garrison Rd Lot 43/199P A 11.00 for $276.00 and for Garrison Rd Lot 44/199P A 12.00 for $276.00 and for Cree Drive Lot 144/171F A 12.00 for $270.00 plus an advertising fee of $45.00 for each property. Pending no other bids Walker made a motion to accept the bid, seconded by Threet. All approved. Bid accepted.

Joallie, LLC placed a full bid for $1,030.02 plus an advertising fee of $45.00. Pending no other bids Foster made a motion to accept the bid, seconded by Threet. All approved. Bids accepted.

Old Business - None

New Business – Next Meeting will be April 17, 2023 at 5:00 pm.

Motion to adjourn at 5:12 pm made by Foster, seconded by Walker. All approved. Meeting was adjourned.

Approved

4/17/23
Date

HEALTH AND SAFETY STANDARDS BOARD
March 22, 2023 | 1:00 PM
Room 310, Cumberland County Courthouse

RECEIVED
4.27.23

Members Present:
Nancy Hyder, Chair
Tom Isham
Craig Clark
Joe Koester
Sheryl Webb

Others Present:
Heather Mullinix, *Crossville Chronicle*
Torey LaMontagne, Mayor's Office, minutes
Don Dowdy, Mayor of Pleasant Hill
2 constituents, Bent Tree Dr

CALL TO ORDER
With all committee members present, Chair Nancy Hyder called the meeting to order at 1:00 pm on Wednesday, March 22, 2023 in room 310 of the old Cumberland County courthouse.

APPROVAL OF MINUTES
Craig Clark made a motion to approve the minutes from the previous meeting as presented. The motion was seconded by Sheryl Webb, none were opposed, and the motion carried. The minutes from the October 19, 2022 meeting were approved as presented.

ROBIN CT
The committee had copies of the complaint and all photos. Chair Hyder noted that there are multiple homeless camps in the area, and that the complaint property has a trailer on it that you can see clear through. Lots of properties out there looked similar. Debris is spreading to adjacent properties and there seems to be a significant number of trespassers around. There were also large pieces of broken glass everywhere that could be very dangerous for children and pets. Koester made a motion to send a first letter of complaint to the property owners after the County Attorney is able to locate the correct mailing address. Webb seconded the motion, none were opposed, and the motion carried. A first letter of complaint will be sent by Torey from the HSSB when a current mailing address is located.

MUTUAL AGREEMENT WITH PLEASANT HILL
Mayor of Pleasant Hill, Don Dowdy was present. Don had questions regarding the HSSB and what it was able to do within the city limits of Pleasant Hill. County Attorney Burnett had let Nancy Hyder know at an earlier date that without a mutual agreement with the City of Pleasant Hill, the HSSB cannot go in and order properties be cleaned up. He also reiterated that the County doesn't even have one of these agreements with the City of Crossville, and he recommended that the City of Pleasant Hill begin its own board of some kind. It would be the easiest and best option for the City of Pleasant Hill. Koester and Hyder recommended that Mayor Dowdy stop downstairs at the County Mayor's office and look at the current documents that the HSSB uses in its complaint process. Hyder also offered to come to the Pleasant Hill Council meeting if necessary.

BENT TREE DR
Two neighboring constituents were present from Bent Tree Drive. Chair Hyder told the back-story of Bent Tree, including not being able to find any heirs to take ownership, and someone eventually moving in. The person(s) occupying the residence at that time were keeping the yard clean and mowed. At this time, the yard is littered with debris and trash. Hyder further explained that the ultimate resolution for this property was to have it expedited to this year's delinquent tax auction so that it can be purchased as soon as is possible.

OLD/NEW BUSINESS

Discussion was had regarding making sure that the HSSB complaint form and all correspondence going forward references the new 250-yard boundary for adjacent property owners to a complaint, Torey will take care of that. New editions will be available on the website for print, and available in Mayor Foster's office for pick up.

ADJOURNMENT:

The next meeting was set for April 26, 2023 at 1:00 pm in room 310 of the old Cumberland County courthouse. With no further business, a motion was made to adjourn by Koester. The motion was seconded by Webb, none were opposed, and the motion to adjourn carried. Meeting was adjourned at 1:51 pm on Wednesday, March 22, 2023 in room 310 of the old Cumberland County courthouse.

Recorded and Submitted by Torey LaMontagne

Approval:

Nancy Hyder

4-26-2023

Date

MINUTES

Budget Committee
Of
Cumberland County, Tennessee

RECEIVED
5.4.23

Meeting Held
At the
Courthouse Small Courtroom

April 4, 2023

Members Present:

Nancy Hyder
Charles Seiber
Sue York
Jerry Cooper
Rebecca Stone
Joe Sherrill
Greg Maxwell
Jack Davis
John Patterson

CALL TO ORDER

Chairman Hyder called the meeting to order at 4:30 P.M. and the following business was conducted:

APPROVAL OF MINUTES

After review of the minutes of the March 7, 2023 meeting, Commissioner York made a motion to approve them as presented. Commissioner Cooper seconded the motion and it carried by voice vote.

BUDGET AMENDMENTS
&
OTHER FINANCIAL MATTERS

The following budget amendments were presented to the committee for consideration:

Resolution # 04-2023-8
General Purpose School Fund
Amount: $5,000.00
Motioner: Davis
Seconder: Stone
Motion carried by voice vote.
Vote count 9Y-0N-0A.

Resolution # 04-2023-7
General Purpose School Fund
Amount: $34,500.00
Motioner: Sherrill
Seconder: Maxwell
Motion carried by voice vote.
Vote count 9Y-0N-0A.

Resolution # 04-2023-6
General Purpose School Fund
Amount: $2,000.00
Motioner: Davis
Seconder: Cooper
Motion carried by voice vote.
Vote count 9Y-0N-0A

Resolution # 04-2023-5
General Fund
EMS
Amount: $89,100.00
Motioner: Patterson
Seconder: York
Motion carried by voice vote.
Vote count 9Y-0N-0A.

Resolution # 04-2023-4
General Fund
County Clerk
Amount: $3,500.00
Motioner: Davis
Seconder: Maxwell
Motion carried by voice vote.
Vote count 9Y-0N-0A.

Resolution # 04-2023-2
Highway Fund
Surplus Property
Amount: $2,500.00
Motioner: Maxwell
Seconder: Stone
Motion carried by voice vote.
Vote count 9Y-0N-0A.

~~The following line-item budget amendments were presented to the committee for consideration:~~

General Fund
Soil Conservation
Amount: $265.00
Motioner: Cooper
Seconder: Davis
Motion carried by voice vote.
Vote count 9Y-0N-0A.

General Fund
General Session Court
Amount: $237.86
Motioner: Cooper
Seconder: Stone
Motion carried by voice vote.
Vote count 9Y-0N-0A.

General Fund
Health Department
Amount: $8,500.00
Motioner: Maxwell
Seconder: Cooper
Motion carried by voice vote.
Vote count 9Y-0N-0A.

FINALIZATION OF FY 23-24 BUDGET CALENDAR

After reviewing the proposed copy of the FY 23-24 calendar, the consensus of the committee was to move the Thursday, May 18, 2023 meeting to Tuesday, May 16, 2023 with no other changes.

FY 23-24 TCRS CONTRUBTION RATE

Finance Director Nathan Brock presented the committee with data on the FY 23-24 TCRS employer contribution rate. Mr. Brock advised that, based on the TCRS report, he felt leaving the contribution rate at 8.0% would be appropriate. After review and discussion, Commissioner Davis made a motion to approve an 8.0% employer contribution rate for FY 23-24. Commissioner Patterson seconded the motion and it carried by voice vote.

FINANCIAL REPORTS

The Finance Director presented the committee with data on Property Tax, Local Option Sales Tax, EMS Collections, Prisoner Boarding and Hotel Motel Tax. Members of the committee also received an update on fuel usage and cost.

OTHER BUSINESS

Angela Slaven with the Cumberland County Health Department presented members of the committee with data regarding a grant opportunity for a Health Department building renovation project. After some discussion, the consensus of the committee was to place the matter on the May 5, 2023 agenda.

ADJOURNMENT

With no further business to conduct, Commissioner Cooper made a motion to adjourn. Commissioner Maxwell seconded the motion and it carried by voice vote. The meeting adjourned at 5:16 P.M.

RECEIVED
5.4.23

MINUTES

Financial Management Committee
of
Cumberland County, Tennessee

Meeting Held
at the
Courthouse – Small Courtroom

March 29, 2023

Members Present:

Jack Davis
Allen Foster
Stanley Hall
Nancy Hyder
John Patterson
Charles Seiber

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 February 10, 2023 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
School Nutrition Program
Cafeteria Café Furniture & Design

Motion to award to Ernie Morris Enterprises, Inc. in the total amount of $212,930.88 (Plus table disposal cost of $50 each) by Hyder. Seconded by Davis and carried by voice vote. (School Nutrition Supervisor Recommendation attached)

Item #2
School Nutrition Program
Kitchen Exhaust Hoods

Motion to award to CHC Mechanical Contractors in the total amount of $351,047.00 by Hyder.

Seconded by Davis and carried by voice vote.
(School Nutrition Supervisor Recommendation attached)

Item #3
School Nutrition Program
Convection Steamers (3 Units)

Motion to award to Hotel & Restaurant Supply in the total amount of $69,725.43 by Davis.
Seconded by Seiber and carried by voice vote.
(School Nutrition Supervisor Recommendation attached)

Item #4
School Nutrition Program
Boilerless Combi Oven/Steamer (3 Units)

Motion to award to Hotel & Restaurant Supply in the total amount of $134,619.20 by Seiber.
Seconded by Hyder and carried by voice vote.
(School Nutrition Supervisor Recommendation attached)

Item #5
School Nutrition Program
Walk-in Freezer, Cooler & Shelving

The Finance Director reported that bids were solicited but no responses were received on this procurement. The School Nutrition Supervisor advised that the specifications would be revised to hopefully improve interest in the procurement.

Item #6
BOE – Painting South Cumberland Elementary

Motion to award to Certa-Pro Painters in the total amount of $49,745.00 by Hyder.
Seconded by Davis and carried by voice vote.

Item #7
Ambulance Remounts

Motion to award to Select-Tech, Inc in the total amount of $124,700.00 each ($374,100.00 total) by Patterson, contingent upon the full County Commission appropriating additional funding.
Seconded by Seiber and carried by voice vote.

CCHS Auditorium & South Cumberland Elementary Additions/Renovations

The Finance Director distributed bid tabulations for the CCHS Auditorium construction project and South Cumberland Elementary School additions & renovations project. He advised that the BOE was evaluating the bids and would be making a recommendation to the Finance Committee soon.

REQUESTS FOR OUT OF STATE TRAVEL

The Sheriff requested approval of out of state travel for a deputy to attend Basis SWAT training in Georgia (see attached request). After review and discussion, John Patterson made a motion to approve the travel as requested. The motion was seconded by Nancy Hyder and carried by voice vote.

The Fire Chief requested approval of out of state travel for their chaplain who is a volunteer firefighter to attend the Fallen Firefighter Memorial Service in Washington D.C. No action by the committee was made on the request.

REVIEW/APPROVAL OF SALE OF SURPLUS PROPERTY

The Finance Director presented the attached list of surplus property proposed to be sold. Discussion was held regarding the large number of school buses on the list and their marketability. The Finance Director suggested a sale by a local auction company for the vehicles and equipment on the list instead of GovDeals which the county had predominately used in the past. After review and discussion, Charles Seiber made a motion to approve the sale of the listed items with the vehicles and equipment to be sold at public auction by a reputable auction company. The motion was seconded by Jack Davis and carried by voice vote.

OTHER BUSINESS

No other business was conducted by the committee.

ADJOURNMENT

With no further business to discuss, Charles Seiber made a motion to adjourn. The motion was seconded by Jack Davis and carried by voice vote. The meeting adjourned at 8:27 A.M.