

Jule Bryson
CUMBERLAND COUNTY CLERK

1760 South Main Street • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

October 6, 2023

TO: Cumberland County Commission, County Mayor, and News Media
FROM: Jule Bryson, Cumberland County Clerk
SUBJECT: Monday, October 16 2023
Regular Monthly Meeting of the 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, October 16, 2023 beginning at 6:00 o'clock P.M.

The meeting will be in the Cumberland Room located at the Art Circle Public Library, 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.

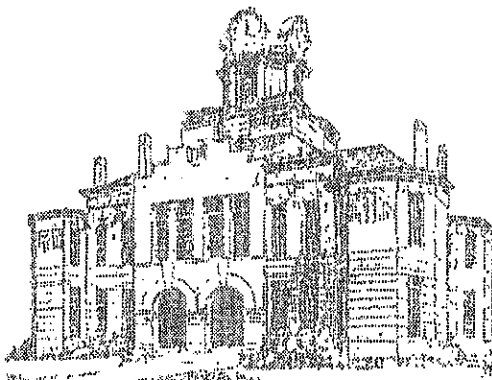
Sincerely,



Jule Bryson,
Cumberland County Clerk

JB/ct

Enclosures



CUMBERLAND COUNTY COMMISSION

MONTHLY MEETING AGENDA

Monday, October 16, 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 October 16, 2023 Cumberland County Commission Meeting Agenda
6. Approval of September 18, 2023 Cumberland County Commission Regular Meeting Minutes
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

- **Election of Chairman Pro-Tem, Cumberland County Commission**

RESOLUTION 10-2023-1 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY (HOLBROOK)

RESOLUTION 10-2023-2 – EXTENDING KEATING LOOP ON THE COUNTY ROAD LIST (LOWE)

RESOLUTION 10-2023-3 – CHANGING THE NAME OF KILBY FARM ROAD TO DAUGHERTY LANE ON THE COUNTY ROAD LIST (LOWE)

RESOLUTION 10-2023-4 – EXTENDING MAYFAIR DRIVE ON THE COUNTY ROAD LIST (LOWE)

RESOLUTION 10-2023-5 – EXTENDING PARNELL ROAD ON THE COUNTY ROAD LIST (LOWE)

RESOLUTION 10-2023-6 – ADDING PEAR CIRCLE TO THE COUNTY ROAD LIST (LOWE)

RESOLUTION 10-2023-7 – REMOVING TANNER ROAD FROM THE COUNTY ROAD LIST (LOWE)

**CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA**

**RESOLUTION 10-2023-8 – AUTHORIZING CUMBERLAND COUNTY TO JOIN THE
PROPOSED OPIOID ABATEMENT SETTLEMENT WITH FOOD CITY (FOSTER)**

**RESOLUTION 10-2023-9 – TO APPROVE THE APPOINTMENT OF AN EMERGENCY
MEDICAL SERVICES MEDICAL DIRECTOR (FOSTER)**

**RESOLUTION 10-2023-10 – AUTHORIZING CUMBERLAND COUNTY TO ENTER
INTO A NEW DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PROPERTY FORMERLY KNOW AS VF FACTORY OUTLET MALL (SEIBER)**

**RESOLUTION 10-2023-11 – TO APPOINT A CUMBERLAND COUNTY CODES
DEPARTMENT DIRECTOR (FOSTER)**

**RESOLUTION 10-2023-12 – GENERAL FUND, BUDGET AMENDMENT, LIBRARY
(STONE)**

**RESOLUTION 10-2023-13 – GENERAL FUND, BUDGET AMENDMENT, COMPLEX
(SHERRILL)**

**RESOLUTION 10-2023-14 – GENERAL FUND, BUDGET AMENDMENT, ELECTION
COMMISSION (SHERRILL)**

**RESOLUTION 10-2023-15 – GENERAL FUND, BUDGET AMENDMENT, LIBRARY
(COOPER)**

**RESOLUTION 10-2023-16 – GENERAL FUND, BUDGET AMENDMENT, COUNTY
COMMISSION (STONE)**

**RESOLUTION 10-2023-17 – GENERAL FUND, BUDGET AMENDMENT, COUNTY
BUILDINGS (PATTERSON)**

RESOLUTION 10-2023-18 – GENERAL FUND, BUDGET AMENDMENT (STONE)

**RESOLUTION 10-2023-19 – GENERAL FUND, BUDGET AMENDMENT, PARKS AND
FAIR BOARDS (MAXWELL)**

**CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA**

**RESOLUTION 10-2023-20 – GENERAL PROGRAM SCHOOL FUND, BUDGET
AMENDMENT, COORDINATED HEALTH (STONE)**

**RESOLUTION 10-2023-21 – GENERAL PROGRAM SCHOOL FUND, BUDGET
AMENDMENT, SPEECH PATHOLOGIST (STONE)**

**RESOLUTION 10-2023-22 – FEDERAL PROGRAM SCHOOL FUND, BUDGET
AMENDMENT, NEW STATE BUDGET (PATTERSON)**

**RESOLUTION 10-2023-23 – GENERAL PURPOSE SCHOOL FUND, BUDGET
AMENDMENT, ISM STATE GRANT (SHERRILL)**

**RESOLUTION 10-2023-24 – AUTHORIZING THE TRANSFER OF SURPLUS BENCHES
FROM THE CUMBERLAND COUNTY SHERIFF TO PINEVIEW ELEMENTARY
(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

September 18, 2023 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, September 18, 2023 at the Art Circle Public Library in Crossville, Tennessee. Cumberland County Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Mayor Allen Foster who asked Stephen Pickard of Faith Assembly of God 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, Director of Schools William Stepp, Finance Director Nathan Brock, County Attorney Philip Burnett, Library Director James Houston and the following County Commissioners:

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

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

1. APPROVAL OF THE SEPTEMBER 18, 2023 COMMISSION MEETING AGENDA:

On motion of Commissioner Stone, second by Commissioner Seiber, moved to accept the agenda of the September 18, 2023 Cumberland County Commission meeting.

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

2. MINUTES OF AUGUST 14, 2023 CUMBERLAND COUNTY COMMISSION SPECIAL CALL SESSION:

On motion of Commissioner Gibson, second by Commissioner Sherrill, moved to approve the August 14, 2023 Commission special call session minutes, make a matter of record and file.

The motion to approve the minutes as presented carried by a voice vote with Commissioner Mall and Holbrook both abstaining from the vote.

3. MINUTES OF AUGUST 21, 2023 CUMBERLAND COUNTY COMMISSION MONTHLY MEETING MINUTES:

On motion of Commissioner Sherrill, second by Commissioner Seiber, moved to approve the August 21, 2023 Commission monthly meeting minutes, make a matter of record and file.

The motion to approve the minutes as presented carried by a voice vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

September 18, 2023 Monthly Meeting Minutes

4. SPECIAL RECOGNITIONS: Mayor Foster recognized Stone Memorial FFA Livestock judging team for its first place in the 4-H State Livestock Judging Contest and the State Livestock Evaluation. The team included Brayden Webb, Lillie Iles, Bella Moore, Brody Lowe. The team has lead by coach Keith Cole and will compete again in Louisville, Kentucky.

Sheriff Casey Cox awarded Deputy Devyne Templeton with the Life Saving Award. Deputy Templeton responded to an auto accident involving fire with two passengers still inside the vehicle. Deputy Templeton was able to free both by cutting the safety belts

5. ELECTION OF CHAIRMAN OF THE CUMBERLAND COUNTY COMMISSION:

Commissioner Seiber nominated County Mayor Allen Foster to serve as Chairman of the Cumberland County Commission. The motion was seconded by Commissioner Cooper.

Commissioner Holbrook moved to cease nominations. Mayor Allen Foster being elected to serve a one (1) year term as Chairman of the Cumberland County Board of Commissioners, carried by a unanimous voice vote from the Commission present.

6. ELECTION OF CHAIRMAN PRO-TEM OF THE CUMBERLAND COUNTY COMMISSION:

Commissioner Terry Lowe was nominated by Commissioner Seiber to serve as Chairman Pro-Tem of the Commission. The motion was seconded by Commissioner Isham.

Commissioner Wendell Wilson was nominated by Commissioner Holbrook to serve as Chairman Pro-Tem of the Commission. The motion was seconded by Commissioner Stone.

There being two (2) nominations the vote was put to a roll call vote with Commissioner Isham, Threet, Seiber, Davis and Cooper voting for Commissioner Lowe and Commissioners Stone, Gibson, Sherrill, Baldwin, Maxwell, Holbrook and Mall voting for Commissioner Wilson with Commissioner Wilson and Lowe abstaining from the vote. The motion to elect a Chairman Pro-Tem of the Cumberland County Board of Commissioners was tabled for clarification of the election process when the Parliamentarian could attend the meeting.

7. ELECTION OF PARLIAMENTARIAN OF THE CUMBERLAND COUNTY COMMISSION:

Commissioner Nancy Hyder was nominated by Commissioner Stone to serve as Parliamentarian of the Cumberland County Commission. The nomination was seconded by Commissioner Wilson.

Commissioner Patterson moved to cease nominations. A motion to elect Commissioner Nancy Hyder to serve a one (1) year term as Commission Parliamentarian was carried by a unanimous voice vote from the Commission present.

8. RESOLUTION 09-2023-1 – ACCEPTING OFFERS(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Holbrook, second by Commissioner Mall, moved to adopt resolution 09-2023-1.

The motion to adopt resolution 09-2023-1 carried by a unanimous roll call vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
September 18, 2023 Monthly Meeting Minutes

Offerors	Property	Price	Advertising
Arthur & Maria Wilkinson	21 England Terrace-90K B52.00	\$455.00	\$45.00
Carnation Investments LLC	120 Sunderland Circle-90C E7.00	\$437.28	\$45.00
	11 Sunderland Ct – 90C E14.00	\$437.28	\$45.00
Jesse & Kayla Gellatly	933 Veho Circle -150J L38.00	\$270.70	\$45.00
David Pierre	2024 Tres Circle – 150G F13.00	\$276.10	\$45.00

9. RESOLUTION 09-2023-2 – TO APPOINT MEMBERS TO THE ETHICS COMMITTEE:

On motion of Commissioner Sherrill, second by Commissioner Mall, moved to adopt resolution 09-2023-2.

The motion to adopt resolution 09-2023-2, appointing Deborah Holbrook, Teresa Boston, George Harrison, Valorie Cox and Travis Cole to the Ethics Committee for one (1) year term expiring September 30, 2024, carried by a voice vote from the commission present with one abstain from Commissioner Holbrook.

10. RESOLUTION 09-2023-3 – TO APPOINT MEMBERS TO THE FINANCIAL MANAGEMENT/PURCHASING COMMITTEE:

On motion of Commissioner Maxwell, second by Commissioner Mall, moved to adopt resolution 09-2023-3.

The motion to adopt resolution 09-2023-3, to appoint Nancy Hyder, Charles Seiber, Jack Davis and John Patterson to the Financial Management/Purchasing Committee for one (1) year terms expiring August 31, 2024, carried by a voice vote from the commission present.

11. RESOLUTION 09-2023-4 – TO APPOINT A MEMBER TO THE CUMBERLAND COUNTY REGIONAL PLANNING COMMISSION:

On motion of Commissioner Sherrill, second by Commissioner Maxwell, moved to adopt resolution 09-2023-4.

The motion to adopt resolution 09-2023-4, appointing Shane Flowers to serve the remainder of Kyle Davis's term, to expire August 31, 2026, carried by a voice vote from the commission present.

12. RESOLUTION 09-2023-5 – TO APPOINT JOYCE RORABAUGH AS CUMBERLAND COUNTY ARCHIVIST:

On motion of Commissioner Stone, second by Commissioner Holbrook, moved to adopt resolution 09-2023-5.

The motion to adopt resolution 09-2023-5, reappointing Joyce Rorabaugh for a four (4) year term expiring September 30, 2027, carried by a voice vote from the commission present.

13. RESOLUTION 09-2023-6 – TO GRANT BEN LOMAND COMMUNICATIONS, LLC EASEMENTS (BEAN POT CAMPGROUND RD, HEBBERTSBURG RD, NEWTON RD):

On motion of Commissioner Patterson, second by Commissioner Gibson, moved to adopt resolution 09-2023-6.

The motion to adopt resolution 09-2023-6, approving easements of small portions of property to Ben Lomand Communications, LLC for the installation and placement of equipment to facilitate the provision of broadband services at the following properties 64 Bean Pot Campground Road, 8018 Hebbertsburg Road and Newton Road, carried by a unanimous roll call vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
September 18, 2023 Monthly Meeting Minutes

14. RESOLUTION 09-2023-7 – TO APPROVE THE CUMBERLAND COUNTY PARKS & RECREATION MASTER PLAN:

On motion of Commissioner Stone, second by Commissioner Mall, moved to adopt resolution 09-2023-7.

The motion to adopt resolution 09-2023-7, approving the 2023 Cumberland County Parks and Recreation Master Plan, carried by a voice vote from the commission present.

15. RESOLUTION 09-2023-8 – APPROVING SITE DEVELOPMENT GRANT MATCHING FUNDS FOR THE INTERCHANGE BUSINESS PARK:

On motion of Commissioner Gibson, second by Commissioner Stone, moved to adopt resolution 09-2023-8.

The motion to adopt resolution 09-2023-8, allocating a maximum of \$125,000 allocated from the General Fund Balance, pending grant award, to pay for half of the match to secure site development grant funds for the purpose of constructing an industrial building on the existing pad site at the Interchange Business Park, carried by a unanimous roll call vote from the commission present.

16. RESOLUTION 09-2023-9 – GENERAL FUND, BUDGET AMENDMENT, SHERIFF – JAIL:

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-9.

The motion to adopt resolution 09-2023-9, approving General Fund budget amendment for the Sheriff-Jail to expend a portion of the contract proceeds to purchase an onsite contract vehicle for prisoner and other transports in the amount of \$50,000.00, carried by a unanimous roll call vote from the commission present.

17. RESOLUTION 09-2023-10 – SANITATION FUND, BUDGET AMENDMENT WASTE PICK UP:

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-10.

The motion to adopt resolution 09-2023-10, approving Solid Waste Fund waste pickup budget amendment for staffing request for additional truck driver, carried by a unanimous roll call vote from the commission present.

18. RESOLUTION 09-2023-11 – SOLID WASTE FUND, BUDGET AMENDMENT:

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-11.

The motion to adopt resolution 09-2023-11, approving budget amendment for multiple units of equipment to be used for the Solid Waste department, carried by a unanimous roll call vote from the commission present.

17. RESOLUTION 09-2023-12 – GENERAL FUND, BUDGET AMENDMENT, OTHER PUBLIC SAFETY:

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-12.

The motion to adopt resolution 09-2023-12, authorizing budget amendment for the Sheriff to apply for an Office of Criminal Justice Programs – Violet Crime Intervention Grant in the amount of \$123,456.00, carried by a unanimous roll call vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
September 18, 2023 Monthly Meeting Minutes

**18. RESOLUTION 09-2023-13 – GENERAL FUND, COMMUNITY DEVELOPMENT
(FEDERAL THROUGH STATE GOVERNMENT):**

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-13.

The motion to adopt resolution 09-2023-13, authorizing budget amendment receiving a grant awarded to Cumberland County in the amount of \$156,016.00 for the purpose of entering into cooperative agreements with local food banks to carry out the Food Insecurities Programs and other related services, carried by a unanimous roll call vote from the commission present.

19. RESOLUTION 09-2023-14 – GENERAL FUND, COUNTY COMMISSION:

On motion of Commissioner Maxwell, second by Commissioner Stone, moved to adopt resolution 09-2023-14.

The motion to adopt resolution 09-2023-14, authorizing General Fund County Commission budget amendment for construction of a canopy at the County fueling location on Genesis Road in the amount of \$45,000.00, carried by a unanimous roll call vote from the commission present.

**20. RESOLUTION 09-2023-15 – GENERAL FUND, SCHOOL RESOURCE OFFICERS
(SPECIAL PATROLS):**

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-15.

The motion to adopt resolution 09-2023-15, approving the General Fund budget amendment for additional School Resource Officers with equipment and training in the amount of \$600,000.00, carried by a unanimous roll call vote from the commission present.

**21. RESOLUTION 09-2023-16 – CENTRAL CAFETERIA FUND, BUDGET AMENDMENT,
(PANDEMIC-EBT GRANT):**

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-16.

The motion to adopt resolution 09-2023-16, approving the Central Cafeteria Fund budget amendment to receive a Pandemic-EBT Administrative Costs Grant in the amount of \$3,256.00, carried by a unanimous roll call vote from the commission present.

**22. RESOLUTION 09-2023-17 – GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT,
ISM REVISION:**

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-17.

The motion of adopt resolution 09-2023-17, approving the General-Purpose School Fund budget amendment for ISM Revision state grant in the amount of \$18,431.04, carried by a unanimous roll call vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
September 18, 2023 Monthly Meeting Minutes

23. RESOLUTION 09-2023-18 – GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, CTE PERKINS RESERVE:

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-18.

The motion to adopt resolution 09-2023-18, approving General Purpose School Fund budget amendment for New Federal Grant CTE Perkins Reserve Regional Career Pathways in the amount of \$200,000.00, carried by a unanimous roll call vote from the commission present.

24. RESOLUTION 09-2023-19 – FEDERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, CTE PERKINS BASIC:

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-19.

The motion to adopt resolution 09-2023-19, approving General Purpose School Fund budget amendment for New Federal Grant CTE Perkins Basic in the amount of \$153,400.89, carried by a unanimous roll call vote from the commission present.

25. RESOLUTION 09-2023-20 – GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, ISM BUDGET 2023-2024:

On motion of Commissioner Patterson, second by Commissioner Stone, moved to adopt resolution 09-2023-20.

The motion to adopt resolution 09-2023-20, approving General Purpose School Fund budget amendment for IMS Budget 2023-2024 in the amount of \$6,137,431.04, carried by a unanimous roll call vote from the commission present.

COUNTY FINANCE DIRECTOR REPORT:

Finance Director Nathan Brock gave his final report of his career as the Cumberland County Finance Director on the month of September's revenue for sales tax for Board of Education, property Tax, hotel/motel tax, prisoner boarding and EMS collections. All seem to be tracking well. He gave a thank you of gratitude for the opportunity to serve in this capacity for Cumberland County for 35 years.

COUNTY ATTORNEY REPORT; PHILIP BURNETT:

There have been a few prisoner lawsuits that are being dismissed. There have been no new suits for the past 60 days. The suit involving judicial commissioners has been settled. Today he picked up a check from the sale of real property in the amount of \$117,000.00 from the Spirit Broadband Lawsuit. The proceeds from this sale will pay for the judgement and attorney fees along with getting the back taxes paid. This has been 5 years in the making, dating back to the first meeting Mr. Burnett attended as the new county attorney.

26. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Mall moved to elect Andrew Bryant, Kristi M. Cook, Shelby Cooper, Jessi Davis, Tamara Eroh, Edward Jenkins, Adam King, Dara Lamphere, Lisa Luttrell, Diane McCartney, Paula Stewart, Christopher A. Tase, Jennifer M. York to be notaries public for the State of Tennessee.

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

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
September 18, 2023 Monthly Meeting Minutes

27. ADJOURNMENT:

On motion of Commissioner Gibson, second by Commissioner Sherrill, moved the August 21, 2023 commission meeting to be adjourned at 6:35 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 OCTOBER 2023.

Allen Foster, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

RESOLUTION NO: 10-2023-1

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, and;

WHEREAS, the Cumberland County Delinquent Tax Committee, meeting in regular session, voted 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).

<u>Offeror(s)</u>	<u>Property Address</u>	<u>Price</u>	<u>Ad</u>
John C Beam & D. Colleen Goss	138 Elizabeth Dr./103B A 37.00	\$258.50	\$45.00
Charles Bolinger	432 Yakama Dr./150F C 9.00	\$322.00	\$45.00
	3019 Pomo Circle/150I E 15.00	\$328.50	\$45.00
Jesse Gellatly	3007 Shawnee Rd/150J J 46.01	\$259.60	\$45.00
	3005 Shawnee Rd/150J J 47.00	\$271.40	\$45.00
Robert & Agnes Morden	196 Meadowview Dr./90A G 25.00	\$455.00	\$45.00
TBA	51 Broken Arrow Dr./150A G 32.00	Counterbid	\$45.00
Laurie & Andrew Berben	5004 Zuni Lane/150O P 20.00	\$280.40	\$45.00
	6147 Tomahawk Dr./162B H 22.00	\$271.80	\$45.00

ADOPTED this 16th day of October, 2023.

SPONSOR:


Deborah Holbrook, COMMISSIONER

ATTEST:

Jule Bryson, COUNTY CLERK

APPROVED:

Allen Foster, COUNTY MAYOR

RESOLUTION NO. 10-2023-2

RESOLUTION EXTENDING KEATING LOOP ON THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on July 20, 2023 and heard a request from Road Superintendent Stanley Hall to extend Keating Loop from 0.26 miles to 0.54 miles on the County Road List; and

WHEREAS, Superintendent Hall stated that he felt this omission in length on the road list was a clerical error; and

WHEREAS, on September 21, 2023 the Planning Commission convened and a public hearing was opened to receive any comment regarding the extension of Keating Loop, and no comments were made; and

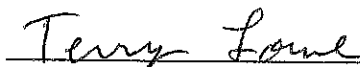
WHEREAS, at the same meeting, the Planning Commission passed a motion to recommend the approval of the extension of Keating Loop to the Environmental Committee; and

WHEREAS, a motion to extend Keating Loop from 0.26 miles to 0.54 miles passed in the Environmental Committee at its October 5, 2023 meeting;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that Keating Loop be extended from 0.26 miles to 0.54 miles on the County Road List.

Adopted this 16th day of October, 2023.

SPONSOR:



County Commissioner

APPROVAL:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 10-2023-3

**RESOLUTION CHANGING THE NAME OF KILBY FARM ROAD TO
DAUGHERTY LANE ON THE COUNTY ROAD LIST**

WHEREAS, the Cumberland County Regional Planning Commission met on June 15, 2023 and heard a request from a constituent to change the name of Kilby Farm Road to Daugherty Lane on the County Road List; and

WHEREAS, on July 20, 2023, the Planning Commission convened and a public hearing was opened to receive any comment regarding the road name change request and no comments were made; and

WHEREAS, at the August 17, 2023 Planning Commission meeting, a motion was passed to recommend approval of the request to change the name of Kilby Farm Road to Daugherty Lane to the Environmental Committee; and

WHEREAS, the Environmental Committee convened on October 5, 2023 and a motion was passed to approve the request to change the name of Kilby Farm Road to Daugherty Lane;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that the request to change the name of Kilby Farm Road to Daugherty Lane on the County Road List be approved.

Adopted this 16th day of October, 2023.

SPONSOR:



COUNTY COMMISSIONER

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 10-2023-4

RESOLUTION EXTENDING MAYFAIR DRIVE ON THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on August 17, 2023 and heard a request from Road Superintendent Stanley Hall regarding extending Mayfair Drive from 0.22 miles to 0.25 miles on the County Road List; and

WHEREAS, on September 21, 2023 the Planning Commission met again and a public hearing was opened to receive any comment regarding the extending of Mayfair Drive, and no comments were made; and

WHEREAS, at the same meeting, the Planning Commission passed a motion to recommend the approval of the extension of Mayfair Drive to the Environmental Committee; and

WHEREAS, a motion to extend Mayfair Drive from 0.22 miles to 0.25 miles passed in the Environmental Committee at its October 5, 2023 meeting;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that Mayfair Drive be extended from 0.22 miles to 0.25 miles on the County Road List.

Adopted this 16th day of October, 2023.

SPONSOR:

Terry Lowe
County Commissioner

APPROVAL:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 10-2023-5

RESOLUTION EXTENDING PARNELL ROAD ON THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on July 20, 2023 and heard a request from constituents to extend Parnell Road from 0.37 miles to 0.93 miles on the County Road List; and

WHEREAS, on September 21, 2023 the Planning Commission convened and a public hearing was opened to receive any comment regarding the extension of Parnell Road, and no comments were made; and

WHEREAS, at the same meeting, the Planning Commission passed a motion to recommend the approval of the extension of Parnell Road to the Environmental Committee; and

WHEREAS, a motion to extend Parnell Road from 0.37 miles to 0.93 miles passed in the Environmental Committee at its October 5, 2023 meeting;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that Parnell Road be extended from 0.37 miles to 0.93 miles on the County Road List.

Adopted this 16th day of October, 2023.

SPONSOR:



County Commissioner

APPROVAL:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 10-2023-6

RESOLUTION ADDING PEAR CIRCLE TO THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on April 20, 2023 and heard a request from constituents to add Pear Circle to the County Road List; and

WHEREAS, at the May 18, 2023 Planning Commission meeting, a public hearing was opened to receive public comment on the request and no comments were made; and

WHEREAS, at that meeting, Road Superintendent Stanley Hall recommended the approval of the request to add Pear Circle to the County Road List, after some hanging tree limbs over the right-of-way are removed, and a failing culvert is repaired; and

WHEREAS, at the Planning Commission meeting, a motion was passed to recommend approval of the request to add Pear Circle to the County Road List to the Environmental Committee; and

WHEREAS, on June 13, 2023, the Environmental Committee convened and approved the request to add Pear Circle to the County Road List; and

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that Pear Circle be added to the County Road List.

Adopted this 16th day of October, 2023.

SPONSOR:



COUNTY COMMISSIONER

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 10-2023-7

RESOLUTION REMOVING TANNER ROAD FROM THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on April 20, 2023 and heard a request from a constituent to remove Tanner Road from the County Road List; and

WHEREAS, Tanner Road is a through-road that connects Highway 70 North to Bud Tanner Rd; and

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

WHEREAS, at the May 18, 2023 Planning Commission meeting, a public hearing was opened to receive public comment on the request and no comments were made; and

WHEREAS, at that same meeting, Road Superintendent Stanley Hall recommended the approval of the request to remove Tanner Road from the County Road List; and

WHEREAS, a motion was made to recommend approval of the request for removal to the Environmental Committee; and

WHEREAS, on June 13, 2023, the Environmental Committee convened and passed a motion approving the request for removal of Tanner Road from the County Road List; and

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session that Tanner Road be removed from the County Road List.

Adopted this 16th day of October, 2023.

SPONSOR:



COUNTY COMMISSIONER

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO. 10-2023-8

A RESOLUTION AUTHORIZING CUMBERLAND COUNTY TO JOIN THE PROPOSED OPIOID ABATEMENT SETTLEMENT WITH FOOD CITY

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Cumberland County, Tennessee; and,

WHEREAS, Cumberland County has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and,

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and,

WHEREAS, certain pharmaceutical distributors, retailers and a manufacturer have proposed settlements that Cumberland County find acceptable and in the best interest of the community; and,

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain proposed opioid litigation settlements; and,

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have proposed a unified plan known as the Tennessee State-Subdivision Opioid Agreement for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation ("Settlement Funds"); and,

WHEREAS, Cumberland County agreed to enter into that Tennessee Plan by resolution #12-2021-2; and,

WHEREAS, Tennessee and a coalition of litigating subdivisions have reached a settlement agreement with K-VA-T Food Stores, Inc., commonly known as Food City, arising out of Food City's conduct relating to the sale of opioids; and,

WHEREAS, the funds of this Food City Settlement will be paid both to the Tennessee Opioid Abatement Fund as well as payments directly to individual counties inside the Food City East Tennessee Market; and,

WHEREAS, under this settlement, Cumberland County will receive funds both from a direct payment from Food City as well as money from Food City paid into the Tennessee Opioid Abatement Fund; and,

WHEREAS, unless Cumberland County agrees to participate in this settlement by completing and submitting the Participation Form attached hereto as Exhibit A within 90 days of September 21, 2023, it risks its rights to receive funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF CUMBERLAND COUNTY, TENNESSEE:

Section 1. That Cumberland County finds that participation in the K-VA-T Food Stores, Inc (Food City) Opioid Abatement Settlement is in the best interest of Cumberland County.

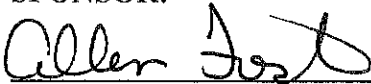
Section 2. That the Cumberland County Mayor is hereby expressly authorized to enter into the current settlement reached statewide with K-VA-T Food Stores, Inc (Food City) and to execute and submit the Participation Form attached hereto as Exhibit A along with any formal agreement and related documents evidencing Cumberland County's agreement to the settlement of claims [and litigation] specifically related to K-VA-T Food Stores, Inc., commonly known as Food City.

Section 3. That the Cumberland County Mayor is authorized to take such other action as necessary and appropriate to effectuate Cumberland County's participation in the Tennessee Plan and these settlements.

Section 4. This Resolution is effective upon adoption, the welfare of Cumberland County, Tennessee requiring it.

ADOPTED this the 16th day of October, 2023.

SPONSOR:



County Mayor

APPROVE:

County Mayor

ATTEST:

County Clerk

EXHIBIT A

Subdivision Participation and Release Form for Food City Settlement

Governmental Entity:
Authorized Signatory:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement with K-VA-T Food Stores, Inc. (d/b/a Food City) (“Food City Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Food City Settlement, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity is aware of and has reviewed the Food City Settlement, understands that all terms in the Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Food City Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity agrees to the terms of the Food City Settlement pertaining to Participating Subdivisions as defined therein.

3. By agreeing to the terms of the Food City Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including the monetary payment set out in Exhibit F to be paid after the Effective Date.

4. The Governmental Entity agrees to use any monies it receives through the Food City Settlement solely for the purposes provided therein.

5. The Governmental Entity submits to the jurisdiction of the Knox County Circuit Court, where the Consent Judgment is to be filed, for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Food City Settlement.

6. The Governmental Entity has the right to enforce the Food City Settlement as provided therein.

7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Food City Settlement, including without limitation all provisions of Section IX (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Food City Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Food City Settlement shall be a complete bar to any Released Claims.

8. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Food City Settlement.

9. In connection with the releases provided for in the Food City Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases, and discharges upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Food City Settlement.

10. Nothing herein is intended to modify in any way the terms of the Food City Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and

Release Form is interpreted differently from the Food City Settlement in any respect, the Food City Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Governmental Entity Contacts for Payment Information

K-VA-T will be directly paying certain Participating Subdivisions their Food City Subdivision Payment. Please provide the following information for two contacts who, upon request, can provide payment information for the Governmental Entity:

Contact #1:

Name: _____

Telephone number: _____

Email address: _____

Contact #2:

Name: _____

Telephone number: _____

Email address: _____

**A RESOLUTION TO APPROVE THE APPOINTMENT OF AN EMERGENCY
MEDICAL SERVICES MEDICAL DIRECTOR**

WHEREAS, Cumberland County requires a Medical Director for oversight of medical aspects related to planning, development, implementation, and evaluation of the Emergency Medical Services (EMS) system and various other needs as required by law; and

WHEREAS, the Medical Director will be considered a contracted position with the County and will maintain a salary that has been agreed to in the negotiated contract; and

WHEREAS, the recommendation is for James Wojcik, M.D. be officially reappointed the Cumberland County Medical Director by the Cumberland County Commission; and

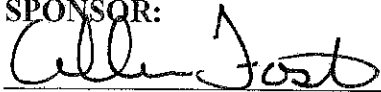
WHEREAS, attached hereto as "Exhibit A" is the negotiated contract reached between the Cumberland County Mayor and James Wojcik, M.D.

NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS meeting in regular session, that James Wojcik, M.D. be appointed as the Cumberland County Medical Director and the attached contract be hereby adopted by the Cumberland County Commission as proposed.

BE IT FURTHER RESOLVED that this resolution take effect immediately, the public welfare requiring it.

Adopted this 16th day of October, 2023.

SPONSOR:



APPROVED:

ATTEST:

CUMBERLAND COUNTY MEDICAL DIRECTOR AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made effective and entered into as of the 16th day of **October, 2023** by and between the COUNTY OF CUMBERLAND, TENNESSEE (herein the "**COUNTY**"), a political subdivision of the State of Tennessee, and JAMES WOJCIK, M.D., a medical doctor licensed to practice such profession in the State of Tennessee (herein the "**MEDICAL DIRECTOR**").

WITNESSETH:

WHEREAS, the COUNTY maintains and operates an ambulance service pursuant to the Emergency Services Act of 1983 and in compliance with the regulations promulgated by the Tennessee Department of Health;

WHEREAS, pursuant to the Tennessee Department of Health, Department of Emergency Medical Services Rule 1200-12-01-.14, the COUNTY must retain a medical doctor to act as the Emergency Medical Services Medical Director for said ambulance service;

WHEREAS, the MEDICAL DIRECTOR must be a duly licensed physician by the State of Tennessee and have the requisite experience and abilities to ensure the wellness of the ambulance service and to serve as the liaison to the medical community, medical facilities and governmental entities;

WHEREAS, the MEDICAL DIRECTOR is a duly licensed physician by the State of Tennessee and has the requisite experience, abilities, and resources to perform the Services;

WHEREAS, the MEDICAL DIRECTOR desires to act as the MEDICAL DIRECTOR and that the COUNTY make payments pursuant to this Agreement; and

WHEREAS, the MEDICAL DIRECTOR desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

The MEDICAL DIRECTOR agrees to provide general medical direction, as described in Exhibit "A" attached hereto and incorporated herein by reference for the COUNTY'S Emergency Medical Services (EMS).

2.00 TERM AND TERMINATION

This agreement is effective the 1st day of **November, 2023**, and shall end on the **31st** day of **October, 2025**. This Agreement does not auto renew and must be approved every two years by the County Commission to remain in effect. The MEDICAL DIRECTOR may terminate this agreement at any time in the event the COUNTY violates or breaches the terms of this Agreement. The COUNTY may terminate this Agreement at any time in the event that the MEDICAL DIRECTOR violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement. Upon termination, the MEDICAL DIRECTOR shall receive payment for all services performed prior to such termination date. In addition, either party may terminate this Agreement upon a 90-day formal notice, with said notice given pursuant to Section 13 below.

3.00 CONFLICT OF INTEREST

The MEDICAL DIRECTOR declares that neither the Mayor, nor any official of the COUNTY holds a direct or indirect interest in this Agreement. The MEDICAL DIRECTOR pledges that they will notify the COUNTY in writing should any COUNTY official become either directly or indirectly interested in this Agreement.

4.00 MEDICAL DIRECTOR'S LICENSING

The MEDICAL DIRECTOR hereby certifies that the MEDICAL DIRECTOR presently is, and shall continue to be throughout the Term, a medical doctor, licensed to practice medicine in the State of Tennessee and to otherwise perform the Services set out in this agreement.

5.00 COMPLIANCE WITH LAWS

The MEDICAL DIRECTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the COUNTY regarding the Services.

HIPAA Compliance: The COUNTY and MEDICAL DIRECTOR, shall comply with privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996. The MEDICAL DIRECTOR further agrees that he shall fully comply with all the requirements set forth in Exhibit C attached hereto and incorporated herein by reference.

6.00 COMPENSATION

The COUNTY agrees to pay the MEDICAL DIRECTOR **\$235.00** biweekly. Additionally, a one-time payment of \$820 will be made in order to compensate the Medical

Director for professional liability coverage that was over the estimated amount used when calculating the prior contract.

7.00 STANDARDS

All Services are to be performed in accordance with established professional standards applicable to the practice of medicine and in accordance with the established customs, practices, standards and procedures of the COUNTY and the Tennessee Department of Health.

8.00 REIMBURSEMENT FOR EXPENSES

The MEDICAL DIRECTOR shall not be reimbursed for any expenses, unless such expenses are authorized in writing by the COUNTY before the MEDICAL DIRECTOR incurs any such expenses.

9.00 CLAIMS, LIABILITY, INDEMNITY AND INSURANCE

A. The MEDICAL DIRECTOR shall assume all risk in connection with MEDICAL DIRECTOR'S performance of this Agreement and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the MEDICAL DIRECTOR, his agents, servants, and/or employees in connection with the prosecution and completion of the Services. The MEDICAL DIRECTOR agrees that he will indemnify and hold the COUNTY and its past, present and future elected officials, officers, directors, agents, counsel and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the COUNTY arising from the negligent or willful acts, errors, or omissions of the MEDICAL DIRECTOR or his agents, servants and/or employees in the performance of this Agreement, and the MEDICAL DIRECTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

B. The MEDICAL DIRECTOR, at his own expense, shall keep in force and at all times maintain during the term of this Agreement, Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the COUNTY, coverage for MEDICAL DIRECTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The MEDICAL DIRECTOR, at his own expense, shall keep in force and at all times maintain during the term of this Agreement, Professional Liability coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate for errors and omissions damages. The MEDICAL DIRECTOR shall provide the COUNTY with Certificates of Insurance on such policies in forms acceptable to the

COUNTY, which Certificates will be furnished to the COUNTY upon execution of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Further, the MEDICAL DIRECTOR shall name the COUNTY as an additional insured under such insurance policies and shall furnish evidence of the same to the COUNTY.

C. The MEDICAL DIRECTOR acknowledges that neither he nor any of his employees are entitled to unemployment insurance benefits from the COUNTY and that the COUNTY will not pay for or otherwise provide such coverage to the MEDICAL DIRECTOR.

10.00 EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION

In carrying out the Services under this Agreement, the MEDICAL DIRECTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The MEDICAL DIRECTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

Even though the MEDICAL DIRECTOR shall not be an employee of the COUNTY, the MEDICAL DIRECTOR agrees to adhere to the standards and requirements found in the COUNTY'S personnel policy pertaining to abusive conduct, sexual harassment, and workplace violence.

11.00 RELATIONSHIP

The parties understand and agree that the MEDICAL DIRECTOR is an **independent contractor** and is not an employee, agent, or servant of the COUNTY, nor is the MEDICAL DIRECTOR entitled to COUNTY employment benefits. The MEDICAL DIRECTOR understands and agrees that he is not entitled to workers compensation benefits and that the MEDICAL DIRECTOR is obligated to pay Federal and State income tax on any monies earned pursuant to this contract. As an independent contractor, the MEDICAL DIRECTOR agrees that:

- A. The MEDICAL DIRECTOR does not have the authority to act for the COUNTY or to bind the COUNTY in any respect whatsoever or to incur any debts or liabilities in the name of or on behalf of the COUNTY; and
- B. The MEDICAL DIRECTOR has and hereby retains control of and supervision over the performance of the MEDICAL DIRECTOR'S obligations hereunder and control over any person employed by the MEDICAL DIRECTOR for performing the services hereunder; and

C. The MEDICAL DIRECTOR will not combine his business operations in any way with the COUNTY'S business operations and each party shall maintain their operations as separate and distinct.

12.00 MEDICAL DIRECTOR RESPONSIBILITIES

In addition to all other obligations contained herein, including said obligations found in EXHIBIT "A" attached, the MEDICAL DIRECTOR agrees:

- A. To proceed with diligence and promptness and hereby warrant that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the COUNTY; and
- B. To comply, at his own expense, with the provisions of all State, local and Federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder.

13.00 GENERAL PROVISIONS

A. Notices. All notices, requests, consents, approvals, written instructions, reports, or other communications from or to the MEDICAL DIRECTOR, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

**County Mayor
Cumberland County**

Dr. James Wojcik

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

- C. Attorney's Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.
- D. Assignment of Work. The work and services required of the MEDICAL DIRECTOR is personal and shall not be assigned, sublet, or transferred without the COUNTY'S prior written consent.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF:

CUMBERLAND COUNTY MAYOR

DATE

JAMES WOJCIK, M.D.

DATE

Exhibit "A"
Medical Direction of Prehospital Emergency Medical Services

In accordance with the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulations, Emergency Medical Services Division ("Division"), Chapter 1200-12-1, General Rules for Medical Direction of Prehospital EMS, the MEDICAL DIRECTOR shall be appointed as Emergency Medical Services ("EMS") Medical Director for the COUNTY and shall provide medical supervision of the COUNTY's EMS system and assure the provision of quality emergency medical care throughout the EMS system.

Pursuant to the Rule 1200-12-01-.14(4), the duties of the MEDICAL DIRECTOR shall generally include:

1. Quality management and improvement of patient care, including the following:
 - A. Development of protocols, standing orders, training, procedures, approval of medications, and techniques permitted for field use by service personnel in accordance with regulations of the Division,
 - B. Quality management and improvement of field performance as may be achieved by direct observation, field instruction, in-service training or other means including, but not limited to:
 - I. Ambulance run report review;
 - II. Review of field communications tapes;
 - III. Post-run interviews and case conferences;
 - IV. Critiques of simulated or actual patient presentations; and
 - V. Investigation of complaints or incidents reports.

Additional responsibilities of the MEDICAL DIRECTOR shall include, but not be limited to, involvement with the design, operation, evaluation, and ongoing revision of the EMS system including, without limitation, initial patient access, dispatch, prehospital care, and delivery to the emergency department. The means utilized by the MEDICAL DIRECTOR to direct prehospital emergency care may include, but are not limited to, off-line and on-line medical direction using prospective, concurrent and/or retrospective methods.

Off-Line (Prospective and Retrospective) Medical Direction

Off-line medical direction is the administrative promulgation and enforcement of accepted standards of prehospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not

limited to: training, testing and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to: medical audit and review of care; direction of remedial education; and limitation of patient care functions if needed.

On-Line (Concurrent) Medical Direction

On-line medical direction is the medical direction provided directly to prehospital providers by the MEDICAL DIRECTOR or designee either on-scene or by direct voice communication. Ultimate authority and responsibility for concurrent medical direction rests with the MEDICAL DIRECTOR.

Qualifications

To optimize medical direction of the COUNTY'S prehospital emergency medical services, the service shall be managed by a MEDICAL DIRECTOR who meets the following minimum qualifications:

1. Possess a license to practice medicine in the State of Tennessee;
2. Possess a valid DEA Certification of Registration;
3. Possess a valid State of Tennessee Driver's License;
4. Be familiar with the design and operation of prehospital EMS systems;
5. Experience or training in the prehospital emergency care of the acutely ill or injured patient;
6. Experience or training in medical direction of prehospital emergency units;
7. Experience in the Emergency Department's management of the acutely ill or injured patient;
8. Experience or training in the instruction of prehospital personnel;
9. Experience or training in the EMS quality improvement process;
10. Knowledge of Tennessee EMS laws and regulations;
11. Knowledge of Tennessee EMS dispatch and communications;
12. Knowledge of local mass casualty and disaster plans;
13. Evidence of high ethical standards and no conflicts of interest;

Specific Responsibilities and Expectations

The MEDICAL DIRECTOR's more specific responsibilities for the COUNTY'S EMS prehospital emergency medical services shall include, but are not limited to, the following responsibilities:

1. Serve as a patient advocate in the COUNTY EMS system;
2. Set and ensure compliance with patient care standards, including but not limited to communications standards and dispatch and medical protocols;
3. Develop and implement protocols and standing orders under which the prehospital care provider functions;
4. Ensure the appropriateness of initial qualifications of prehospital personnel involved in patient care and dispatch;

5. Ensure that the qualifications of prehospital personnel involved in patient care and dispatch are maintained on an ongoing basis through education, testing, and credentialing;
6. Develop and implement an effective quality improvement program for continuous system and patient care improvement;
7. Act as liaison between the medical community (emergency departments, physicians, prehospital providers, and nurses) and particularly receiving hospitals and the COUNTY EMS;
8. Interact with regional, state and local EMS authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized;
9. Arrange for coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response;
10. Maintain knowledge levels appropriate for an EMS MEDICAL DIRECTOR through continued education;
11. Develop and recommend patient care and triage criteria and protocols for the EMS system; including, but not limited to the following: (i) Circumstances under which transport or non-transport of a patient might occur; (ii) Level of care and transport to be used in pre-hospital emergency care; and (iii) Patient destination;
12. When needed, define the scope of on-line medical commands that may be received by the COUNTY EMS personnel from physicians at receiving hospitals;
13. Advise the COUNTY EMS regarding equipment and staffing;
14. Provide medical recommendations to the COUNTY EMS in the development and implementation of continuing education programs;
15. Review and recommend continuing education course materials to ensure medical content is appropriate;
16. Regularly participate in the provision of continuing education to Emergency Medical Technicians and Emergency Medical Technician Paramedics;
17. Review quality assurance programs, including periodic review of paramedics' written reports and tapes, run reviews, and other records, as the MEDICAL DIRECTOR deems necessary to promote quality patient care;
18. Advise the COUNTY EMS program on risk management issues;
19. Comply with the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulations, Emergency Medical Services Division, Chapter 1200-12-1, General Rules as it relates to the definition, duties, and responsibilities of a MEDICAL DIRECTOR.

Use of Personal Vehicle Precluded

MEDICAL DIRECTOR agrees and understands that he will not use his personal vehicle as MEDICAL DIRECTOR, or to perform any acts required under this Agreement. In the event the COUNTY is sued or suffers damages as a result of the

MEDICAL DIRECTOR's use or alleged use of his personal vehicle, the MEDICAL DIRECTOR agrees to hold the COUNTY harmless from and for said damages.

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT

(Initials) COUNTY: _____ MEDICAL DIRECTOR: _____

Exhibit "B"

Responsibilities of Cumberland County and County EMS ("COUNTY")

The COUNTY will:

1. Recognize the MEDICAL DIRECTOR in his role as MEDICAL DIRECTOR for the Cumberland County Emergency Medical Services;
2. Solicit the input of the MEDICAL DIRECTOR with regard to medical protocols, EMS procedures, employment qualifications, wellness programs, and quality assurance issues;
3. Require that the EMTs and Paramedics possess a current and unrestricted license issued by the Tennessee Emergency Medical Services Board to practice out-of-hospital emergency care as an EMT or Paramedic;
4. Require that the EMTs and Paramedics possess the skills necessary to deliver basic and advanced life support;
5. Provide and maintain necessary medications and equipment;
6. Provide the MEDICAL DIRECTOR timely access to and copies of all requested, relevant EMS records needed to accomplish their duties, including but not limited to paramedic reports, communication tapes and pertinent employee records;
7. Provide the MEDICAL DIRECTOR reasonable access to advanced life support personnel while such personnel are carrying out their duties, for the purposes of observation, evaluation, and training; and
8. Agree that records provided for review in quality assurance programs shall be privileged and confidential information. Reasonable precautions will be made to prevent the unauthorized disclosure of such records and keep such records confidential.

**THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND
MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT**

(Initials) COUNTY: _____ MEDICAL DIRECTOR: _____

**Exhibit "C"
HIPAA AGREEMENT**

1. The COUNTY and the MEDICAL DIRECTOR shall carry out their obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplifications, Sections 261, et seq., as amended (HIPAA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed, or learned as a result of the Billing Service provided hereunder. In conformity therewith, the COUNTY and the MEDICAL DIRECTOR agree that they will:
 - a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c) Report to the COUNTY any use or disclosure of PHI not provided for by this Agreement of which the MEDICAL DIRECTOR becomes aware;
 - d) Provide an accounting of all uses or disclosures of PHI made by the MEDICAL DIRECTOR as required under the HIPAA privacy rule within thirty (30) days; and
 - e) At the expiration or termination of this Agreement, return or destroy all PHI received from, or created or received by the MEDICAL DIRECTOR on behalf of the COUNTY, and if return is not feasible, the protections of this Agreement will extend to such PHI and these obligations shall survive the expiration or termination of this Agreement.
2. The specific uses and disclosures of PHI that may be made by the MEDICAL DIRECTOR on behalf of the COUNTY include:
 - a) Quality Assurance oversight;
 - b) Research;
 - c) As needed for processing complaints; and
 - d) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.
3. Notwithstanding any other provision of the Agreement, this Agreement may be terminated by the COUNTY, in its sole discretion, if the COUNTY

determines that the MEDICAL DIRECTOR has violated a term or provision of this Agreement pertaining to COUNTY'S obligations under the HIPAA privacy rule, or if the MEDICAL Director engages in conduct which would, if committed by the COUNTY, results in a violation of the HIPAA privacy rule by the COUNTY.

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT

(Initials) COUNTY: _____ MEDICAL DIRECTOR _____

RESOLUTION NO. 10-2023-10

**RESOLUTION AUTHORIZING CUMBERLAND COUNTY TO ENTER INTO A NEW
DECLARATION OF COVENANTS AND RESTRICTIONS FOR PROPERTY
FORMERLY KNOWN AS VF FACTORY OUTLET MALL**

WHEREAS, property identified as Map 087 Parcel 032.18, having a street address of 228 Interstate Drive, Crossville, Tennessee 38555 is currently owned by Orion Investments of Tennessee, LLC; and,

WHEREAS, this property, located at 228 Interstate Drive, Crossville, Tennessee, and being formerly known as the VF Factory Outlet Mall, was part of the old Crossville-Cumberland County Industrial Park and originally plated on March 8, 1976, which plat is of record at Plat Book 8, page 28, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, being part of the Industrial Park, the VF Factory Outlet Mall property was originally subject to industrial restrictions whereby no retail trade was allowed; and,

WHEREAS, in 1988, Cumberland County, as the developer, along with surrounding industrial businesses, agreed to allow the property in question to sell retail products, so long as those products were made by specific manufacturers who owned the retail shops, thereby creating the VF Factory Outlet Mall; and,

WHEREAS, over time, the VF Factory Outlet Mall has changed in that it has allowed multiple types of business entities to operate on said property; and,

WHEREAS, in addition to these changes at the VF Factory Outlet Mall property, many of the surrounding properties, which were developed as industrial, have now become retail, as well as other business entity types; and,

WHEREAS, Orion Investments of Tennessee, LLC, the current owner of the property known as VF Factory Outlet Mall, has approached Cumberland County and requested that a new set of restrictions be put in place as to clarify the title and permissive uses for future purposes; and,

WHEREAS, Cumberland County sees the benefit to the citizens of Cumberland County that this property be given the flexibility to be used for various commercial purposes, including industrial, retail, and/or even housing.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF
CUMBERLAND COUNTY, TENNESSEE:**

Section 1. That Cumberland County finds that it will be beneficial to the citizens of Cumberland County to reach an agreement with the current property owner of the property formally known as the VF Factory Outlet Mall, and being identified in Cumberland County as Map 087 Parcel 032.18, so to create an agreeable set of covenants and restrictions for future use of said property.

Section 2. That the Cumberland County Commission hereby agrees to the Declaration of Covenants and Restrictions attached hereto as *Exhibit A*, and hereby authorizes the Cumberland County Mayor to sign *Exhibit A* and take any and all other steps necessary for the recording of these new Covenants and Restrictions.

Section 3. This Resolution is effective upon adoption, the welfare of Cumberland County, Tennessee requiring it.

ADOPTED this the _____ day of _____, 2023.

SPONSOR:

Charles Silber by: JL
County Commissioner

APPROVE:

County Mayor

ATTEST:

County Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions, (“Declaration”), entered into by and between the County of Cumberland, Tennessee, a political subdivision, (hereafter “County”), and Orion Investments of Tennessee, LLC, a Tennessee limited liability company, (hereafter “Orion”), on this _____ day of August, 2023.

WHEREAS, Orion owns certain real property and improvements, formerly known as the VF Factory Outlet Mall, (“Property”), by virtue of that certain Deed of record at Book 1643, pages 248, et seq., Register’s Office, Cumberland County, Tennessee, which deed is incorporated herein by reference thereto, (“Orion Deed”); and,

WHEREAS, the Property is part of the old Crossville-Cumberland County Industrial Park, (“Park”), as originally platted on March 8, 1976, which Plat is of record at Plat Book 8, page 28, Register’s Office, Cumberland County, Tennessee, (“Original Plat”); and,

WHEREAS, the Park, since the recording of the Original Plat, has been encumbered with restrictions which have been variously amended, abrogated, terminated or otherwise modified in prior years; and,

WHEREAS, the County and Orion agree that the Property is or has been subject to covenants and restrictions which are uncertain and in dispute with regard to their respective efficacy, abandonment, termination, and enforcement, and the parties now wish amicably to enter into this Declaration with the intent that the restrictive covenants specified below and this Declaration shall supersede all previous covenants, restrictions and declarations, if any, affecting the Property and that this Declaration and the restrictive covenants embodied herein shall henceforth be the only restrictive covenants encumbering the Property.

NOW, THEREFORE, in consideration of the premises, County and Orion, by mutual agreement as indicated by their execution of this Declaration hereunder, impose upon the Property the following restrictive covenants and conditions, all of which shall be deemed covenants running with the land, with the intention that the same supersede all prior covenants, restrictions and conditions, if any, as follows:

**This instrument prepared by:
Looney, Looney, Chadwell & Hamby, PLLC
156 Rector Avenue, Crossville, Tennessee 38555**

1. All prior covenants, conditions and restrictions, if any, affecting or encumbering the Property, whether recorded or unrecorded, and whether express or arising by implication, use or as a matter of law or equity or otherwise are hereby deemed to be waived, released, and terminated in full, and are in fact waived, released and terminated, and are replaced and superseded by this Declaration and the restrictive covenants herein to-wit:

2. Any commercial use permitted by zoning laws and regulations applicable to the property are permitted, so long as any conduct or operations do not amount to noxious, offensive, or illegal activity. Commercial use may also include retail sales, multi-family living units, as well as short-term rentals, such as, but not limited to, hotels or motels.

3. No industrial discharge shall be permitted to be drained into the public sewer system without the approval of the State Department of Public Health.

4. Each owner or occupant is responsible for pre-treating its industrial waste in accordance with state requirements.

5. There shall be a minimum distance of fifty (50) feet between the front property line and any buildings, structure or part thereof.

6. There shall be a minimum distance of twenty-five (25) feet between any side property line and any building, structure or part thereof.

7. There shall be a minimum distance of twenty-five (25) feet between the rear property line and any building, structure or part thereof.

8. All open and unoccupied areas shall be maintained as follows: (i) no mobile home, shack, flattop or temporary building or temporary structure of any kind shall be permitted on said property at any time except during construction; and, (ii) all yard areas (except for driveways and parking) shall be landscaped and maintained in such a manner that they will be aesthetically attractive.

9. No building or structure shall exceed ninety (90) feet in height, provided however, that water towers or tanks, standpipes, flagpoles, smokestacks and similar structures may exceed this height with written approval from the County, which shall not be unreasonably withheld.

10. Off-street paved parking facilities shall be provided which are sufficient to meet the needs of all persons associated with the use of the property, either as employees, customers, suppliers or visitors. The minimum standards shall be one (1) off-street parking space for each two main shift employees, plus adequate parking for customers and visitor's vehicles.

11. No parking shall be permitted on any street or road, either public or private or at any place other than the paved parking spaces provided in accordance with the foregoing, and each owner shall be responsible for making reasonable attempts to cause compliance by its employees and visitors.

12. Loading areas shall be constructed and maintained upon a building site in such a location that any vehicle transporting goods, wares, merchandise, or materials to or from a building site shall not be required to park on any public street or in any minimum front yard. Provided, however, that if a building is setback further than the minimum yard requirements, the area of setback beyond the minimum yard requirement may be used for loading or parking purposes.

13. No articles, goods, or materials shall be kept in the open or exposed to public view, except that when deemed necessary by the owner or occupant to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least six (6) feet in height.

14. The laws of the State of Tennessee shall control the interpretation of this Declaration and enforcement of the same. As used in this Declaration, words used in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

15. Each party executing this Declaration had the benefit of counsel in the negotiation and preparation of this Declaration, and, accordingly, there shall be no application of the principal of construction whereby the document is construed against the party drafting the same.

16. These Restrictions are, and shall be considered as, covenants running with the land and shall be binding upon all transferees, vendees and purchasers of the Property and any part thereof. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. These restrictions shall not add to, change or remove any property owner's rights or obligations with regards to the law of nuisance.

17. It is expressly agreed that if any one or more of the conditions, restrictions or covenants herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holdings shall not affect the validity or effectiveness of the other conditions, restrictions or covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Declaration on the day and dated first above written.

**COUNTY OF CUMBERLAND,
TENNESSEE, a political subdivision**

By: _____

Allen Foster

Its: County Mayor

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 the County of Cumberland, a political subdivision**, and that he as such County Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the political subdivision by himself as such County Mayor.

WITNESS my hand and seal on this ____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

**ORION INVESTMENTS OF
TENNESSEE, LLC, a limited liability company**

By: _____
L. E. Smith
Its: Managing Member

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **L. E. Smith**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Managing Member of Orion Investments of Tennessee, LLC, a Tennessee limited liability company**, and that he as such Managing Member, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Managing Member.

WITNESS my hand and seal on this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires: _____

RESOLUTION NO. 10-2023-11

**A RESOLUTION TO APPOINT A CUMBERLAND COUNTY
CODES DEPARTMENT DIRECTOR**

WHEREAS, Cumberland County has previously approved and adopted both residential and commercial building codes for Cumberland County; and

WHEREAS, Cumberland County created a Codes Department in regular session on March 20, 2023 in order to begin performing building inspections in the county for both residential and commercial building codes, with codes to be adopted before county inspections begin; and

WHEREAS, it is the recommendation of the County Mayor that Joshua Selby be hired and appointed to serve as the Cumberland County Codes Department Director.

NOW, THEREFORE LET IT BE RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session this 16th day of October that Joshua Selby be hired and appointed as the Cumberland County Codes Department Director.

This 16th day of October, 2023.

SPONSOR:



COUNTY MAYOR

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION # 10-2023-12

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 16th Day of October, 2023:

Whereas, private citizens and civic organizations have made donations to Cumberland County for the use and benefit of the Art Circle Public Library.

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

Library

Increase Revenue:

101-48610	Donations	\$1,515.00
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Increase Expenditures:

101-56500-599	Other Charges	\$1,515.00
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Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 1

RESOLUTION # 10-2023-13

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 16th Day of October, 2023:

Whereas, Building and Grounds Committee met on September 28th, 2023 and a motion was made and seconded to proceed with having a Hydrologic Determination done at the Cumberland County Fair Grounds, and

Whereas, the Building and Grounds Committee recommends this be sent to the Budget Committee for consideration and funding, and

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

Complex

Decrease Fund Balance:

101-39000	Unassigned Fund Balance	\$2,800.00
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Increase Expenditures:

101-56700-399	Other Contracted Services	\$2,800.00
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Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: Nays: Abstain:

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 16th day of October, 2023:

Whereas, the Election Commission is the recipient of grant monies to provide for upgrades to existing computer technologies and training in an effort to enhance and improve the security of the election process, and

Whereas, the grant is a 100% state/federally funded, requiring no local matching funds.

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

ELECTION COMMISSION

Increase Revenue:

101-47590 Other Federal through State Grants \$4,300.00

Increase Expenditures:

101-51500-709 Data Processing Equipment \$4,300.00

Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

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

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 16th day of October, 2023:

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

Whereas, the grant shall provide for computer technology, and

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

Whereas, the Art Circle Public Library has adequate matching capital funds currently appropriated that are designated for technology.

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

LIBRARY

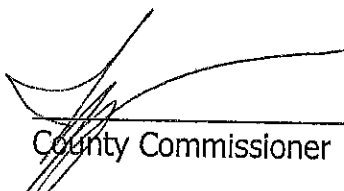
Increase Revenue:

101-46980 Other State Grants \$ 4,534.00

Increase Expenditures:

101-56500-709 Data Processing Equipment \$ 4,534.00

Sponsor: _____


County Commissioner

Approval: _____

County Mayor

Attest: _____

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 1

RESOLUTION # 10-2023-16

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 16th Day of October, 2023:

Whereas, the Cumberland County Commission entered into a contract with Upland Design Group to design plans for the County Archives Building at 1760 S Main Street, and

Whereas, the construction of this project was temporarily halted when the County Clerk's office had to be relocated, during that process there was an oversight in billing from Uplands Design Group, and

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

County Commission

Decrease:

101-39000	Unassigned Fund Balance	\$17,500.00
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Increase Expenditures:

101-51100-304	Architects	\$17,500.00
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Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

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

RESOLUTION # 10-2023-17

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 16th Day of October, 2023:

Whereas, The County Clerk's Office has been relocated to 1760 S Main Street, and

Whereas, the Building and Grounds Committee has met and approved to reinstall the drive through window, a canopy, moving the electronic sign, a new sign along with lettering to cover up the previous business, and other general repairs, and

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

County Buildings

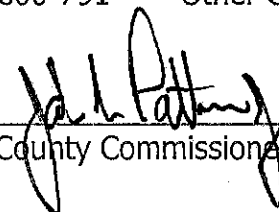
Decrease:

101-39000	Unassigned Fund Balance	\$35,000.00
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Increase Expenditures:

101-51800-791	Other Construction	\$35,000.00
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Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 1

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 16th day of October, 2023:

Whereas, the Joint Economic Community Development Board has applied for and received a Three Star grant with the State of Tennessee in the amount of \$50,000.00, and

Whereas, this shall include design and engineering associated with the Little Obed River Bridge, and

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

General Fund

Increase Revenue:

101-47180	Other State Grants	\$ 50,000.00
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Increase Expenditures:

101-58190-705	Bridge Construction	\$ 50,000.00
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Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 16th day of October, 2023:

Whereas, the State of Tennessee Department of Intellectual and Development Disabilities has awarded Cumberland County a grant in the amount of \$102,700.00, and

Whereas, the funds are designated to create an inclusive park, playground, or other facility designed for children or adults who have intellectual or development disabilities, and

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission to approve acceptance of the grant and approval of eligible expenditures:

**General Fund
Parks and Fair Boards**

Increase Revenue:

101-46390 Other Health & Welfare Grants \$ 102,700.00

Increase Expenditures:

101-56700-790 Other Equipment \$ 102,700.00

Sponsor: Greg Maxwell
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

Resolution # 10-2023-20

Cumberland County, Tennessee
General Program School Fund

WHEREAS the General budget requires revision to accept grant funding from the Healthy Students Stronger Learners Tennessee Grant in the amount of \$113,000.00

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 28th day of September 2023, that the following budget amendment be adopted.

General Budget Amendment

Increase Revenues:

<u>141-46591</u>	Coordinated School Health	<u>\$113,000.00</u>
Total Increase in Revenue		\$113,000.00

Increase Expenditures:

<u>141-72120-189</u>	Other Salaries & Wages	\$52,572.00
<u>141-72120-198</u>	Substitutes	\$1.00
<u>141-72120-201</u>	Social Security	\$2,952.00
<u>141-72120-204</u>	State Retirement	\$3,086.00
<u>141-72120-355</u>	Travel	\$1,456.00
<u>141-72120-399</u>	Other Contracted Services	\$2,000.00
<u>141-72120-499</u>	Other Supplies & Materials	\$13,000.00
<u>141-72120-524</u>	Staff Development	\$1,000.00
<u>141-72120-599</u>	Other Charges	\$12,933.00
<u>141-72120-735</u>	Health Equipment	<u>\$24,000.00</u>
Total Increase in Expenditures		\$113,000.00

SPONSORED BY:

Olin King
BOE Member

APPROVED BY:

John Rosten
Chairman of the Board

ATTEST:

Willie King
Director of School

Ayes: 9 Nays: 0 Abstain: 0

Sponsor:

Rebecca H. Stone
County Commissioner

Approval:

County Commissioner

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

Attest:

County Clerk

RESOLUTION # 10-2023-21
Cumberland County, Tennessee
General Program School Fund

WHEREAS, the General budget requires revision to reallocate funds.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 28th day of September 2023, that the following budget amendment be adopted:


Decrease Expenditures

141-71200-171	Speech Pathologist	\$	123,447.00
Total Decrease Expenditures		\$	123,447.00

Increase Expenditures

141-72220-355	Travel	\$	23,447.00
141-72220-399	Other Contracted Services	\$	100,000.00
Total Increase Expenditures		\$	123,447.00


BOE Member


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

RESOLUTION # 10-2023-22

Cumberland County, Tennessee
Federal Program School Fund

WHEREAS, the New State Special Education Preschool Grant requires allocation of funds.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 28th day of September 2023, that the following budget amendment be adopted:

New State Budget

Increase Revenue

141-46590 Additional Allocation \$ 124,748.96


Increase Expenditures

141-71200-163-PRSCH	Educational Assistants	\$	65,893.55
141-71200-198-PRSCH	Non-Certified Substitute Teachers	\$	1,500.00
141-71200-201-PRSCH	Social Security/Medicare	\$	5,314.36
141-71200-204-PRSCH	State Retirement	\$	5,441.48
141-71200-206-PRSCH	Life Insurance	\$	394.00
141-71200-207-PRSCH	Medical Insurance	\$	26,910.81
141-71200-208-PRSCH	Dental Insurance	\$	1,330.00
141-71200-210-PRSCH	Unemployment Compensation	\$	315.00
141-71200-429-PRSCH	Instructional Supplies & Materials	\$	2,500.00
141-71200-499-PRSCH	Other Supplies & Materials	\$	11,649.76
141-71200-725-PRSCH	Special Education Equipment	\$	3,500.00
Total Increase Expenditures		\$	124,748.96

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: 7 Nays: 0 Abstain: 1

RESOLUTION: 10-2023-23

Cumberland County, Tennessee
General Purpose School Fund

WHEREAS the ISM State Grant for 2023-2024 required a revision to account for a change in needs and clean up.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 28th day of September, 2023, and by the Cumberland County Commission meeting on this 16th day of October 2023, that the following budget be adopted:

Decrease expenditures:

141-71300-429-COES	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-COES	Software	\$ 5,000.00
141-71300-730-COES	Vocational Instruction Equipment	\$ 8,000.00
141-71300-499-CCHS	Other Supplies and Materials	\$10,000.00
141-71300-429-BROWN	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-BROWN	Software	\$ 5,000.00
141-71300-730-BROWN	Vocational Instruction Equipment	\$ 8,000.00
141-71300-429-GMES	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-GMES	Software	\$ 5,000.00
141-71300-730-GMES	Vocational Instruction Equipment	\$ 8,000.00
141-71300-429-HOME	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-HOME	Software	\$ 5,000.00
141-71300-730-HOME	Vocational Instruction Equipment	\$ 8,000.00
141-71300-429-NORTH	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-NORTH	Software	\$ 5,000.00
141-71300-730-NORTH	Vocational Instruction Equipment	\$ 8,000.00
141-71300-471-PINEV	Software	\$ 1,000.00
141-71300-730-PINEV	Vocational Instruction Equipment	\$ 1,000.00
141-71300-429-PHILL	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-PHILL	Software	\$ 5,000.00
141-71300-730-PHILL	Vocational Instruction Equipment	\$ 8,000.00
141-71300-429-SOUTH	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-SOUTH	Software	\$ 5,000.00
141-71300-730-SOUTH	Vocational Instruction Equipment	\$ 8,000.00
141-71300-429-STONE	Instructional Supplies & Materials	\$ 2,000.00
141-71300-471-STONE	Software	\$ 5,000.00
141-71300-730-STONE	Vocational Instruction Equipment	\$ 8,000.00
141-71300-499-SMHS	Other Supplies and Materials	\$ 10,000.00

Total Decrease:

\$142,000.00

Increase Expenditures:

141-71300-399-COES	Other Contracted Services	\$15,000.00
141-71300-399-CCHS	Other Contracted Services	\$10,000.00
141-71300-399-BROWN	Other Contracted Services	\$15,000.00
141-71300-399-GMES	Other Contracted Services	\$15,000.00
141-71300-399-HOME	Other Contracted Services	\$15,000.00
141-71300-399-NORTH	Other Contracted Services	\$15,000.00
141-71300-399-PINEV	Other Contracted Services	\$ 2,000.00
141-71300-399-PHILL	Other Contracted Services	\$15,000.00
141-71300-399-SOUTH	Other Contracted Services	\$15,000.00
141-71300-399-STONE	Other Contracted Services	\$15,000.00
141-71300-399-SMHS	Other Contracted Services	\$10,000.00

Total Increase: \$142,000.00

SPONSORED BY:
Wm. King
BOE Member

APPROVED BY:
Gene Boston
Chairman of the Board

ATTEST:
William King
Director of Schools

Ayes: 9 Nays: 0 Abstain: 0

Sponsor: [Signature] County

Commissioner
Approval: _____
County Mayor
Attest: _____
County Clerk

Budget Committee Vote: Ayes 8 Nays 0 Abstain 0

Resolution # 10-2023-24

CUMBERLAND COUNTY, TENNESSEE

**Resolution Authorizing the Transfer
Of a Surplus Benches
From the Cumberland County Sheriff to Pineview Elementary**

Whereas, the Cumberland County Sheriff has declared as surplus twelve wooden benches that are each eighteen feet long, and

Whereas, Pineview Elementary has requested to get the benches to be used for students during bus duty, and

Therefore, be it resolved that the Cumberland County Commission does hereby approve the transfer of the surplus benches from the Cumberland County Sheriff's Department to Pineview Elementary.

Adopted this 16th day of October, 2023.

Sponsor: 
County Commissioner

Approved: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: __ Nays: __ Abstain: __

RECEIVED
10/5/2023

MINUTES
Budget Committee
Of
Cumberland County, Tennessee

Meeting Held
At the
Courthouse Small Courtroom

September 7, 2023

Members Present:

Greg Maxwell
John Patterson
Joe Sherrill
Rebecca Stone
Sue York
Jack Davis

Members Absent:

Nancy Hyder
Jerry Cooper
Charles Seiber

CALL TO ORDER

Vice Chairman, Jack Davis 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 June 6, July 18, July 20, and August 14, 2023 meetings, Commissioner Patterson made a motion to approve as presented. Commissioner Sherrill seconded the motion, it carried by voice vote.

BUDGET AMENDMENTS
&
OTHER FINANCIAL MATTERS

Resolution #09-2023-20
General Purpose School Fund
Amount: \$6,137,431.04
Motioner: Sherrill
Secunder: Stone
Motion carried by voice vote.

Vote count 6Y-ON-0A.
Resolution #09-2023-17
General Purpose School Fund
Amount: \$18,431.04
Motioner: York
Secunder: Stone
Motion carried by voice vote.
Vote count 6Y-ON-0A.

Resolution #09-2023-16
Central Cafeteria Fund
Amount: \$3,256.00
Motioner: Stone
Secunder: Maxwell
Motion carried by voice vote.
Vote count 6Y-ON-0A.

Resolution #09-2023-19
Federal Programs
Amount: \$153,400.89
Motioner: Maxwell
Secunder: Patterson
Motion carried by voice vote.
Vote count 6Y-ON-0A.

Resolution #09-2023-18
Federal Programs
Amount: \$200,000.00
Motioner: Patterson
Secunder: Maxwell
Motion carried by voice vote.
Vote count 6Y-ON-0A.

Resolution #09-2023-12
General Fund
Other Public Safety
Amount: \$123,546.00
Motioner: Sherrill
Secunder: York
Motion carried by voice vote.
Vote count 6Y-ON-0A.

Resolution #09-2023-15
General Fund
Special Resource Officers
Amount: \$600,000.00
Motioner: Patterson
Secunder: York

Motion carried by voice vote.
Vote count 6Y-0N-0A.

Resolution #09-2023-11

Solid Waste

Amount: \$120,500.00

Motioner: Stone

Secunder: Maxwell

Motion carried by voice vote.

Vote count 6Y-0N-0A.

Resolution #09-2023-10

Sanitation Fund

Waste Pickup

Amount: \$50,837.00

Motioner: Sherrill

Secunder: Stone

Motion carried by voice vote.

Vote count 6Y-0N-0A.

Resolution #09-2023-13

General Fund

Community Development

Amount: \$156,016.00

Motioner: Sherrill

Secunder: Maxwell

Motion carried by voice vote.

Vote count 6Y-0N-0A.

Resolution #09-2023-9

General Fund

Sheriff-Jail

Amount: \$50,000.00

Motioner: Maxwell

Secunder: Sherrill

Motion carried by voice vote.

Vote count 6Y-0N-0A.

FINANCIAL REPORTS

Finance Director, Nathan Brock presented the committee with data on 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

Commissioner Stone informed the committee that the Joint Economic Community Development Board has been awarded a grant in the amount of \$50,000.00. This will help with a foot bridge at Little Obed River.

Donnie Moody, Parks Director advised members of the committee that Cumberland County had been awarded a grant for playground equipment in the amount of \$102,700.00.

Mayor Foster advised members of the committee that Building and Grounds had approved construction for a canopy at the County fueling location on Genesis Road. During the discussion Mayor Foster informed the committee that the Board of Education has committed to reimburse forty percent (40) of the cost, capped at \$20,000.00.

Commissioner Sherrill made a motion to allow \$45,000.00 for the construction of a canopy at the County fueling system. Commissioner York seconded the motion, it carried by voice vote.

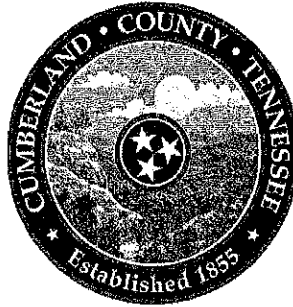
Mayor Foster informed the committee that County would like to partner with the City of Crossville on a grant opportunity at the interchange business park. The grant funding is \$5,000,000 with a five (5) percent match. Mr. Foster stated it would cost the county \$125,000 to partner with the City of Crossville for construction of an industrial building on an existing pad site. Commissioner Sherrill made a motion to approve the \$125,000 to be taken out of the General Fund to cover the Counties match. Commissioner Stone seconded the motion, it carried by voice vote.

ADJOURNMENT

With no further budget matters to review, Commissioner Stone made a motion to adjourn.

Commissioner Maxwell seconded the motion, it carried by voice vote. The meeting adjourned at 5:25 P.M.

1st District
Dewey Walker
Sue York
2nd District
Tom Isham
Nancy Hyder
3rd District
Rebecca Stone
Darrell Threest
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 Mail
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, October 16, 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 September Minutes
3. Public Comment
4. John C Beam & D. Colleen Goss - 138 Elizabeth Dr./103B A 37.00
5. Charles Bolinger - 432 Yakama Dr./150F C 9.00
3019 Pomo Circle/150I E 15.00
6. Jesse Gellatly - 3007 Shawnee Rd/150J J 46.01
3005 Shawnee Rd/150J J 47.00
7. Robert & Agnes Morden - 196 Meadowview Dr./90A G 25.00
Counterbid 51 Broken Arrow Dr./150A G 32.00
8. Laurie & Andrew Berben - 5004 Zuni Lane/150O P 20.00
6147 Tomahawk Dr./162B H 22.00

**CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
2 North Main Street, Suite 203 Crossville, Tennessee 38555**

FIRST DISTRICT
Dewey Walker
Sue Ann York
SECOND DISTRICT
Tom Isham
Nancy Hyder
THIRD DISTRICT
Rebecca Stone
Darrell Threet
FOURTH DISTRICT
David Gibson
Charles Selber
FIFTH DISTRICT
Jack Davis
Terry Lowe

SIXTH DISTRICT
Joseph Sherrill
Wendell Wilson
SEVENTH DISTRICT
Mark Baldwin
Jerry Cooper
EIGHTH DISTRICT
Greg Maxwell
Deborah Holbrook
NINTH DISTRICT
Colleen Malf
John Patterson

Beer Board Meeting Agenda

DATE: October 16, 2023
TO: All County Commissioners, County Mayor, County Attorney, Sheriff and News Media
FROM: Commissioner Joseph Sherrill Chairman of the Cumberland County Beer Board

MEETING DATE: The Beer Board will be conducted with Commissioners on
Monday, October 16 at 5:30 o'clock PM
at the Art Circle Public Library in the Cumberland Room

AGENDA

1. Call to Order
2. Approval of Minutes: June 20, 2023 Beer Board Meeting
3. New Business:

1) Dhavel Patel
Elite 5 Inc.
6745 Plateau Road
Crossville, TN 38571
OFF PREMISES PERMIT

4. Old Business/Unfinished Business
5. Other Business
6. Adjournment

BEER BOARD MEMBERS:

Darrell Threet (3rd) David Gibson (4th) Terry Lowe (5th) Joe Sherrill (6th) John Patterson (9th)