Jule Bryson
CUMBERLAND COUNTY CLERK

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

August 9, 2024

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

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: Monday, August 19, 2024
Regular Monthly Meeting of the Cumberland County Commission

Take notice, the Cumberland County Commission, the governing body of Cumberland County, will meet in regular, open and public session at 6:00 PM on Monday, August 19, 2024

The meeting will be held in the Cumberland Room located at the Art Circle Public Library, at 3 East Street, Crossville, TN. Where at which time and place the said Cumberland County Commissioners will consider such public business as may lawfully come before it.

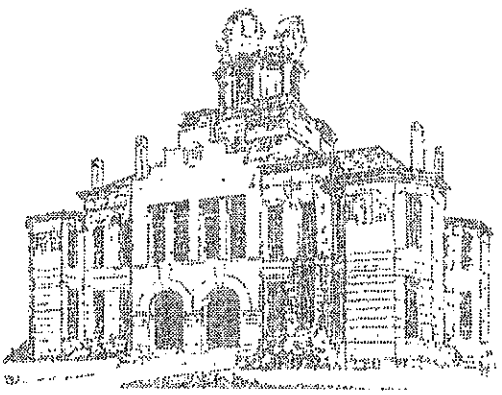
If a member of the public desires to speak, he or she may do so by coming forward during the "Comments by the General Public" section of the meeting.

THIS PUBLIC NOTICE IS GIVEN pursuant to Title 8, Chapter 44, Part 1, *Tennessee Code Annotated* and other pertinent requirements of the County.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

Jule Bryson,
Cumberland County Clerk

JB/cwt
Enclosures



CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA

Monday, August 19, 2024

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 August 19, 2024 Cumberland County Commission Meeting Agenda
6. Approval of July 15, 2024 Cumberland County Commission Meeting Minutes
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

RESOLUTION 08-2024-1– TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY (HOLBROOK)

RESOLUTION 08-2024-2– TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY RAILROAD AUTHORITY (FOSTER)

RESOLUTION 08-2024-3 – TO APPOINT MEMBERS TO THE CROSSVILLE-CUMBERLAND COUNTY CONVENTION AND VISITORS' BUREAU (FOSTER)

RESOLUTION 08-2024-4 – TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY "E-911" EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS (FOSTER)

RESOLUTION 08-2024-5 – APPROVING A LEASE AGREEMENT BETWEEN TCAT CROSSVILLE AND CUMBERLAND COUNTY FOR USE OF THE OLD COUNTY GARAGE ROAD PROPERTY (ISHAM)

RESOLUTION 08-2024-6 – ADOPTING A SPEED LIMIT ON HIGHLAND RIDGE DRIVE (MALL)

RESOLUTION 08-2024-7 – CORRECTING LENGTH OF WALTON COURT ON THE COUNTY ROAD LIST (WILSON)

CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA

RESOLUTION 08-2024-8 – IN SUPPORT OF DEFENDANTS IN GROOMS V. COX, ET.AL. (PATTERSON)

RESOLUTION 08-2024-9 – GENERAL FUND, BUDGET AMENDMENT, OTHER GENERAL MAINTENANCE (SEIBER)

RESOLUTION 08-2024-10 – GENERAL FUND, BUDGET AMENDMENT, COUNTY BUILDINGS (YORK)

RESOLUTION 08-2024-11 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, COORDINATES SCHOOL HEALTH (STONE)

RESOLUTION 08-2024-12 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, PURCHASE REBATE (STONE)

RESOLUTION 08-2024-13 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, SCHOOL HEALTH PROFILE (STONE)

RESOLUTION 08-2024-14 – FUND 142 FEDERAL SCHOOL BUDGET, BUDGET AMENDMENT, CTE PERKINS (STONE)

RESOLUTION 08-2024-15 – PERKINS RESERVE CONSOLIDATED FEDERAL FUND, BUDGET AMENDMENT, CTE PERKINS RESERVED CONSOLIDATED (STONE)

RESOLUTION 08-2024-16 – GENERAL FUND, BUDGET AMENDMENT, COUNTY MAINTENANCE (SHERRILL)

RESOLUTION 08-2024-17 – AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF CUMBERLAND COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED FIFTY-ONE THOUSAND AND NO/100 DOLLAR ($2,351.000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX, IF NECESSARY, FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON (STONE)

CUMBERLAND COUNTY COMMISSION
MONTHLY MEETING AGENDA

RESOLUTION 08-2024-18 – OF THE GOVERNING BODY OF CUMBERLAND COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF GENERAL OBLIGATION INTERFUND CAPITAL OUTLAY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION NINE HUNDRED THOUSAND DOLLARS ($5,900.000) (STONE)

RESOLUTION 08-2024-19 – GENERAL FUND, BUDGET AMENDMENT, OPIOID TASK FORCE (SHERRILL)

RESOLUTION 08-2024-20 – ADDING YORK LANE, YORK CIRCLE, KEATING COURT AND THE REMAINING POTION OF KEATING LOOP TO THE COUNTY ROAD LIST (WILSON)

RESOLUTION 08-2024-21 – TO ADOPT THE TENNESSEE HOUSING DEVELOPMENT AGENCY POLICIES AND PROCEDURES FOR THE 2024 HOME GRANT (FOSTER)

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
July 15, 2024 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, July 15, 2024 at the Art Circle Public Library in Crossville, Tennessee. Cumberland County Sheriff Deputy ???? Seiber called the meeting to order at 6:00 o'clock P.M. Present and presiding was Mayor Allen Foster who asked Willard Dale of Cumberland View Baptist to deliver the invocation. Mayor Foster asked the Young Marines to lead the Pledge of Allegiance to the flag of the United States of America. Also present at this meeting were County Clerk Jule Bryson, Finance Director Jennifer Turner, Property Assessor Sandy Gilbert, Library Director James Houston and the following County Commissioners:

	Sue Ann York
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 (ABSENT)
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 JULY 15, 2024 COMMISSION MEETING AGENDA:
On motion of Commissioner Stone, second by Commissioner Mall, moved to approve the agenda of the July 15, 2024 Cumberland County Commission meeting.

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

2. APPROVAL OF THE MINUTES OF THE JUNE 17, 2024 CUMBERLAND COUNTY COMMISSION MONTHLY MEETING:
On motion of Commissioner Holbrook, second by Commissioner Seiber moved to approve the June 17, 2024 Commission monthly meeting minutes, make a matter of record, and file.

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

SPECIAL RECOGNITION:
Mayor Foster announced that Cumberland County's Carey Garrison has won Gold in the ISSF Porpetto JR World Cup. Former Cumberland County Executive Jeannette Warner recently passed away.

COMMENTS BY THE GENERAL PUBLIC :
Sandy Dunn of 26 Indian Rock Loop, Crossville asked the commission how to gain access to a county road that has been closed. Old Winesap Road is closed and would give a second entrance to this area of Cumberland County. She has concerns for the road conditions.

3. RESOLUTION 07-2024-1 – ACCEPTING OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Seiber, second by Commissioner Holbrook, moved to adopt resolution 07-2024-1.

The motion to adopt resolution 07-2024-1 carried by a unanimous roll call vote from the commission present.

COUNTY FINANCE DIRECTOR REPORT:

Finance Director Jennifer Turner gave the end-of-year financial report.

COUNTY ATTORNEY REPORT:

Attorney Philip Burnett reported that the federal lawsuits are moving slowly with one being dismissed recently and one potentially will be resolved soon, but is still in process. Regarding the Health and Safety Standards Board case, Mr. Burnett has a meeting scheduled at that location to look review the property to determine the county's next move in that case.

COMMITTEE REPORTS:

Commissioner Sherrill wanted to make the commission aware of the Beer Board review of distance rules regarding residences, churches and schools. The board has been in discussion to make changes to these distance rules.

4. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner York, moved to elect Tammie M. Becker, Carmen Ann Dunaway, Nicole Isley, Kelly Reeves, Johnny B. Reeves, Kelly A. Tollett, Jason Tollett, Mackenzie Vanlandingham, Brianna Webb as notaries public for the State of Tennessee.

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

ANNOUNCEMENTS AND STATEMENTS:

Commissioner Wilson stated the Fair Board Sub-committee will meet Tuesday, July 16, 2024 at 5:00 in the Fair Office. Building and Grounds Committee has moved their meeting to Thursday, August 1, 2024 at 4:30 with an Environmental Committee meeting to follow at the Courthouse. Commissioner Sherrill announced the Budget Committee gave Renegade funds to install a fire hydrant in last year's budget and that hydrant is in place and operational. The Opioid Task Force will meet Thursday, August 8, 2024 at 5:00 PM in the courthouse to discuss the community approach they are working toward. Mayor Foster announced beginning in August a section of Thurman Avenue will be closed due to roof work on the courthouse. The new Cumberland County Codes department continues to grow and produce revenue.

5. **ADJOURNMENT:**
On motion of Commissioner Sherrill, second by Commissioner Maxwell moved the July 15, 2024 commission meeting to be adjourned 6:18 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 AUGUST 2024.

_____
Allen Foster, County Mayor
Chairman, Cumberland County Commission

_____
Jule Bryson
Cumberland County Clerk

RESOLUTION NO: 08-2024-1

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:

Offeror(s)	Property Address	Price	Ad fee cost
Tony Parham	2124 Buffalo Dr./150P G 43.00	$257.40	$45
Kevin & Laura Couillard	7021 Ute Lane/162A M 33.00	$211.35	$45
Personality Design	406 St. George Dr/90G E 20.00	$263.10	$45
Rodney & Mary Ann Williams	414 St. George Dr/90G E 24.00	$260.80	$45
Betzabe Navarro	20 Yorkshire Terrace/78O A 11.00	$259.60	$45
	306 Bainbridge Rd/78O E 9.00	$259.80	$45
	124 Devon Rd/89E A 5.00	$280.30	$45
	142 Devon Rd/89E A 14.00	$280.30	$45
National Premier Properties	105 Chica Ct/150O D 2.00	$273.20	$45
	7017 Peoto Lane/150O E 21.00	$280.80	$45
	1022 Chanute Trail/161B A 11.00	$270.40	$45
	1102 Chanute Trail/161B A 30.00	$219.60	$45
	1130 Chanute Trail/161G B 7.00	$272.00	$45
	1134 Chanute Trail/161G B 9.00	$268.90	$45
	1176 Chanute Trail/161G B 30.00	$263.50	$45
	923 Paola Dr/161B C 25.00	$273.60	$45
	6119 Seneca Trail/161B E 4.00	$273.20	$45
	116 Kachina Lane/161B F 9.00	$273.20	$45
	1051 Yucatan Lane/161G L 3.00	$272.00	$45
	1045 Yucatan Lane/161G C 6.00	$270.40	$45
	6024 Tomahawk Dr/162B B 3.00	$280.40	$45
	422 Wahoo Dr/162B B 16.00	$290.74	$45
	2055 Tecumseh Lane/162B C 22.00	$280.80	$45
	5039 Broken Bow Dr/162B D 48.00	$275.00	$45
	5013 Broken Bow Dr/162B D 60.00	$273.20	$45
	5003 Broken Bow Dr/162B D 64.00	$273.20	$45
	5048 Broken Bow Dr/162B F 10.00	$275.00	$45
	7032 Ute Lane/162A L 15.00	$284.00	$45

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

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

ADOPTED this 19th day of August, 2024.

SPONSOR:

Deborah Holbrook by: DWJ

Deborah Holbrook, COMMISSIONER

APPROVED:

Allen Foster, COUNTY MAYOR

ATTEST:

Jule Bryson, COUNTY CLERK

RESOLUTION NO. 08-2024-2

A RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY RAILROAD AUTHORITY

WHEREAS, TCA 7-56-201, gives any county the authority to establish a railroad authority for the purpose of providing for the continuation of rail service within the county and by Resolution 801-5 adopted on August 20, 2001, the Cumberland County Railroad Authority was created; and

WHEREAS, members term on the Cumberland County Railroad Authority have expired; and

WHEREAS, it is necessary for the County Mayor to recommend representatives to serve on the Cumberland County Railroad Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in regular session this 19th day of August, 2024 that pursuant to the recommendation of the County Mayor, we do hereby confirm and approve the reappointment of **Wendell Wilson** and **Joseph Sherrill** to the Cumberland County Railroad Authority with terms expiring on August 31, 2026.

Adopted this 19th day of August, 2024.

SPONSOR:

County Mayor

APPROVED:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 08-2024-3

A RESOLUTION TO APPOINT MEMBERS TO THE CROSSVILLE-CUMBERLAND COUNTY CONVENTION AND VISITORS' BUREAU

WHEREAS, more than seven million tourists travel in Cumberland County yearly; and

WHEREAS, tourism in Cumberland County continues to have an ever-lasting effect on the county's sales tax receipts and overall economic growth; and

WHEREAS, members of the Convention and Visitors Bureau will study the economic impact of tourism on Crossville and Cumberland County; and

WHEREAS, according to the Convention and Visitors Bureau's bylaws, Cumberland County Commission is responsible for appointing 4 of the 12 members; and

WHEREAS, there are 2 Cumberland County terms expiring on the Crossville-Cumberland County Convention and Visitors Bureau.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission, meeting in regular session on this 19th day of August, 2024, reappoints **Beth Wyatt-Davis** and **Wanda Reid** to the Crossville-Cumberland County Convention and Visitors Bureau with terms to expire August 31, 2027.

Valorie Cox	Term expires August 31, 2025
Christy Dolinich	Term expires August 31, 2025
Beth Wyatt-Davis	Term expires August 31, 2027
Wanda Reid	Term expires August 31, 2027

Adopted this 19th day of August, 2024.

SPONSOR:

COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION NO 08-2024-4

RESOLUTION TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY "E-911" EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS

WHEREAS, there are expiring terms of board members on the E-911 Emergency Communications District Board of Directors; and

WHEREAS, Randy Davis and Dr. James Wojcik will be appointed to fill board members expiring terms; and

WHEREAS, Everett Bolin shall be reappointed to fill his expired term; and

WHEREAS, the terms of these appointments will be for four years ending August 31, 2028; and

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED; That, pursuant to the recommendation of the County Mayor Allen Foster, we do hereby confirm and approve the re-appointment of **Everitt Bolin** and the appointment of **Randy Davis and Dr. James Wojcik** to the Board of Directors of the E-911 Emergency Communications District.

John Stubbs	Term: April 30, 2026
Dr. Kimberly Peaslee	Term: April 30, 2026
Tom Isham	Term: April 30, 2025
Nathan Brock	Term: May 31, 2025
Gary Adams	Term: August 31, 2025
Casey Cox	Term: August 31, 2025
Everett Bolin	Term: August 31, 2028
Randy Davis	Term: August 31, 2028
Dr. James Wojcik	Term: August 31, 2028

Adopted this 19th day August, 2024.

SPONSOR:

Allen Foster

COUNTY MAYOR

APPROVED:

_____

COUNTY MAYOR

ATTEST:

_____

COUNTY CLERK

RESOLUTION NO. 08-2024-5

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN TCAT CROSSVILLE AND CUMBERLAND COUNTY FOR USE OF THE OLD COUNTY GARAGE ROAD PROPERTY

WHEREAS, in Cumberland County, we are home to a Tennessee Center of Applied Technology campus; and

WHEREAS, TCAT Crossville offers students the opportunity to acquire marketable skills for entry into the labor force in over fifteen program areas; and

WHEREAS, an area of study offered by TCAT Crossville is its full-time seven-week Truck Driving Program that prepares students to pass the Commercial Driver's License (CDL) test; and

WHEREAS, TCAT's Truck Driving Program consists of two sessions—three weeks of classroom instruction, followed by four weeks of hands-on driving training with an instructor; and

WHEREAS, after an unplanned relocation, TCAT is in need of a facility with plenty of open space for use during the training portion of the program; and

WHEREAS, in the spring of 2021, the Cumberland County Highway Department vacated its facility on County Garage Road due to concerns about the structural integrity of the buildings; and

WHEREAS, the vacant county-owned property is a sufficient space for truck-driving students to receive instruction in operating the vehicles during backing and maneuvering; and

WHEREAS, TCAT will be responsible for all utilities and broadband services; and

WHEREAS, Cumberland County has applied for a grant to pay for a Phase I environmental site assessment, TCAT agrees to allow access for the assessment to take place; and

WHEREAS, at the August 1, 2024 Building and Grounds Committee meeting, the committee approved TCAT's request to lease the vacant County Garage Road property to fulfill its Truck Driving Program training needs; so

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Commission meeting in regular session, that Mayor Allen Foster be authorized to enter into a lease agreement between the Tennessee College of Applied Technology Crossville and Cumberland County regarding the use of the old County Garage property, with the following stipulations:

- Property is located off County Garage Road and known as the old County Garage, parcels are approximately 3.82 acres and identified as 100L B 018.00, 100L B 019.00, and 100L B 020.00
- Said lease shall run for 1 year, and thereafter be enforceable on a month-to-month basis
- The cost shall be $1.00 per year
- Either party can terminate the lease without cause by giving a written 30-day notice

The Commission further grants Mayor Foster the ability to execute any and all documents related to the lease, on Cumberland County's behalf.

Adopted this 19th day of August, 2024.

Jon Ellsham

SPONSOR by: TL

APPROVE

ATTEST

RESOLUTION NO. 08-2024-6

RESOLUTION ADOPTING A SPEED LIMIT ON HIGHLAND RIDGE DRIVE

WHEREAS, on August 1, 2024 the Environmental Committee convened and heard a request from residents residing on Highland Ridge Drive, an existing County road, to set a safe speed limit; and

WHEREAS, Highland Ridge Drive is a half-mile loop with multiple family homes housing children that enjoy playing outside; and

WHEREAS, Cumberland County has an established procedure to adopt speed limits on County roads that includes a signed petition from residents, consultation of both the Road Superintendent and the Sheriff, and approval from the Environmental Committee; and

WHEREAS, the Cumberland County Sheriff drove the road to discern what speed may be best for the loop, and he concluded that 25 mph would be adequate; and

WHEREAS, the Road Superintendent agreed with the speed, and the residents on the road were informed that they will be responsible for the cost of putting up the speed limit signs; and

WHEREAS, at the August meeting, the Environmental Committee passed a motion to recommend the adoption of a 25-mph speed limit on Highland Ridge Drive to the full County Commission; and

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners, meeting in regular session, that a 25-mph speed limit be adopted on Highland Ridge Drive, in the interest of public safety. The speed limit shall take affect and be enforceable upon installation of the signs.

Adopted this 19th day of August, 2024.

Colleen Mall by: TL

SPONSOR

_____

ATTEST

_____

APPROVE

RESOLUTION NO. 08-2024-7

RESOLUTION CORRECTING LENGTH OF WALTON COURT ON THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on May 16, 2024 and heard a request from a constituent to correct what he believed to be a clerical error regarding the length of Walton Court on the County Road List; and

WHEREAS, the current length of Walton Court on the road list is 0.10 miles, and County Attorney Philip Burnett found evidence of the clerical error that stated that the length of Walton Court on the 2008 County Road List was 0.30; and

WHEREAS, a motion was passed to correct the error on the County Road List, and wave the application fee; and

WHEREAS, on June 20, 2024 the Planning Commission convened and a public hearing was opened to receive any comment regarding the correction of the length of Walton Court, no comments were made, and the hearing was adjourned; and

WHEREAS, at the same meeting, a motion was passed to recommend the approval of the correction of the length of Walton Court to the Environmental Committee; and

WHEREAS, on August 1, 2024, the Environmental Committee convened and a motion was passed to correct the length of Walton Court on the road list;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners, meeting in regular session, that the length of Walton Court be corrected from 0.10 miles to 0.30 miles on the County Road List.

Adopted this 19th day of August, 2024.

Wendell Wilson by: TL

SPONSOR

APPROVE

ATTEST

RESOLUTION NO. 08-2024-8

RESOLUTION IN SUPPORT OF DEFENDANTS IN GROOMS V. COX, ET. AL.

WHEREAS, a lawsuit has been filed by Cedric Jordan Grooms against multiple employees of Cumberland County; and,

WHEREAS, the lawsuit includes multiple party defendants in their official and individual capacities; and,

WHEREAS, litigation is ongoing and the Cumberland County Board of Commissioners, by Resolution, desires to show its full support in defending these claims.

NOW, THEREFORE, BE IT RESOLVED THAT: The Cumberland County Board of Commissioners hereby adopts this resolution in support of defending these lawsuits against Cumberland County employees in both their official and individual capacities.

ADOPTED this the _____ day of _____, 2024.

SPONSOR:

_____

COUNTY COMMISSIONER

APPROVE:

_____

County Mayor

ATTEST:

_____

County Clerk

Resolution # 08-2024-9

Cumberland County, Tennessee
General Fund

To the Cumberland Count Commission meeting in regular session this 19th day of August 2024:

Whereas Cumberland County Vehicle Maintenance Department has requested additional part time help of 40 hours per week for 12 weeks to assist the current full time maintenance personnel with vehicle repairs and services, and

Whereas the Budget Committee has reviewed the request and favorably recommended funding of such a position for the time requested while a full-time employee is out on medical leave.

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

OTHER GENERAL MAINTENANCE

Decrease Fund Balance:

101-39000	Unassigned Fund Balance	$ 10,000.00

Increase Expenditures:

101-51900-169	Part-time Personnel	$ 9,250.00
101-51900-201	Social Security	$ 750.00
Total		$ 10,000.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 08-2024-10

CUMBERLAND COUNTY, TENNESSEE
General Fund

To the Cumberland County Commission meeting in regular session this 19th Day of August, 2024:

Whereas, the elevator at the Cumberland County Courthouse had an electrical surge that caused the elevator extensive damage, and

Whereas, to the Budget Committee has reviewed the urgent need of repair and want to get the elevator operating as soon as possible, 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	$150,000.00

Increase Expenditures:

101-51800-791	Other Construction	$150,000.00

Sponsor: _____
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

Resolution # 08–2024–11

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to record rollover funding from the Healthy Students Stronger Learners grant in the amount of $14,846.51.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of July 2024, that the following budget amendment be adopted.

General Budget Amendment

Increase Revenues:		
141-46591	Coordinated School Health	$14,846.51
Total Increase in Revenue		$14,846.51
Increase Expenditures:		
141-72120-499	Other Supplies & Materials	$14,846.51
Total Increase in Expenditures		$14,846.51

SPONSORED BY: _____
BOE Member

APPROVED BY: _____
Chairman of the Board

ATTEST: _____
Director of School

Ayes: 7 Nays: 0 Abstain: 0

Sponsor: _____
County Commissioner

Approval: _____
County Commissioner

Attest: _____
County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

Resolution # 08-2024-12

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to accept a rebate on purchases from Lowes in the amount of $6,000.01.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of July 2024, that the following budget amendment be adopted.

General Budget Amendment

Increase Revenues:		
141-44170	Miscellaneous Refunds	$6,000.01
Total Increase in Revenue		$6,000.01
Increase Expenditures:		
141-72620-335	Maintenance & Repair Services	$6,000.01
Total Increase in Expenditures		$6,000.01

SPONSORED BY: _____
BOE Member

APPROVED BY: _____
Chairman of the Board

ATTEST: _____
Director of School

Ayes: 7 Nays: 0 Abstain: 0

Sponsor: _____
County Commissioner

Approval: _____
County Commissioner

Attest: _____
County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

Resolution # 08-2024-13

Cumberland County, Tennessee

General Program School Fund

WHEREAS the General budget requires revision to record School Health Profile Payments in the amount of $5,400.00.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of July 2024, that the following budget amendment be adopted.

General Budget Amendment

Decrease Fund Balance:		
141-39000	Fund Balance-Unassigned	$5,400.00
Total Decrease in Fund Balance		$5,400.00
Increase Expenditures:		
141-72120-599	Other Charges	$5,400.00
Total Increase in Expenditures		$5,400.00

SPONSORED BY: _____ BOE Member

APPROVED BY: _____ Chairman of the Board

ATTEST: _____ Director of School

Ayes: 7 Nays: 0 Abstain: 0

Sponsor: _____ County Commissioner

Approval: _____ County Commissioner

Attest: _____ County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 08-2024-14
Cumberland County, Tennessee
Perkins Federal Fund

WHEREAS, the school district has been awarded the following federal grant that was included in the original Fund 142 Federal School Budget: CTE Perkins. Whereas, the grant will provide additional money for instructional supplies and materials, equipment, other contracted services, in-service/staff development, contracts with other vehicle owners, and other charges (CTSO).

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of July, 2024, and by the Cumberland County Commission meeting on this 19th day of August, 2024, that the following budget be adopted:

NEW FEDERAL GRANT: CTE Perkins

Increase Revenues		
142-801-47131	Federal – Perkins Basic	$156,289.57
	Total Increase:	**$156,289.57**

Increase Expenditures:		
142-801-71300-429	Instructional Supplies & Materials	$ 27,967.18
142-801-71300-730	Vocational Instruction	$ 70,000.00
142-801-72130-399PD	Other Contracted Services (PD)	$ 1,000.00
142-801-72130-524PD	In-Service/Staff Development (PD)	$ 17,000.00
142-801-72130-599C	Other Charges (CTSO)	$ 21,357.91
142-801-72230-105	Supervisor / Director	$ 6,364.48
142-801-72230-201	Social Security	$ 600.00
142-801-72230-204	Pensions	$ 600.00
142-801-72230-524	In-Service / Staff Development	$ 2,500.00
142-801-72710-315C	Contracts with Vehicle Owners	$ 8,900.00
	Total Increase:	**$156,289.57**

SPONSORED BY:
BOE Member

APPROVED BY:
Chairman of the Board

ATTEST:
Director of Schools

Ayes: 7 Nays: 0 Abstain: 0

Sponsor:
County Commissioner

Approval:
County Mayor

Attest:
County Clerk

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

RESOLUTION # 08-2024-15

Cumberland County, Tennessee

Perkins Reserve Consolidated Federal Fund

WHEREAS, the school district has been awarded the following federal grant that was not included in the original Fund 142 Federal School Budget: CTE Perkins Reserve Consolidated. Whereas, the grant will provide additional money for instructional supplies and materials, other supplies & materials, In-service/staff development.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 25th day of July, 2024, and by the Cumberland County Commission meeting on this 19th day of August, 2024, that the following budget be adopted:

NEW FEDERAL GRANT: CTE Perkins Reserved Consolidated

Increase Revenues		
142-802-47139	Federal – Perkins Reserved Consolidated	$50,000.00
	Total Increase:	**$50,000.00**
Increase Expenditures:		
142-802-71300-429	Instructional Supplies & Materials	$29,000.00
142-802-71300-499	Other Supplies & Materials	$20,000.00
142-802-72130-524	In-Service / Staff Development	$ 1,000.00
	Total Increase:	**$50,000.00**

SPONSORED BY:

BOE Member

APPROVED BY:

Chairman of the Board

ATTEST:

Director of Schools

Ayes: 7 Nays: 0 Abstain: 0

Sponsor:

County Commissioner

Approval:

County Mayor

Attest:

County Clerk

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

RESOLUTION # 08-2024-16

CUMBERLAND COUNTY, TENNESSEE
General Fund

To the Cumberland County Commission meeting in regular session this 19th Day of August, 2024:

Whereas, Building and Grounds Committee met on and a motion was made and seconded to proceed with having a Roof Assessment Study done on various roofs of County Buildings , 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.

County Maintenance

Decrease Fund Balance:

101-39000	Unassigned Fund Balance	$23,000.00

Increase Expenditures:

101-51800-399	Other Contracted Services	$23,000.00

Sponsor: Joe Sherrill by Jennifer Turner
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

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

Resolution No. 08-2024-17

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF CUMBERLAND COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED FIFTY-ONE THOUSAND AND NO/100 DOLLARS ($2,351,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX, IF NECESSARY, FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to authority granted by Sections 9-21-601, et seq., Tennessee Code Annotated, subject to the approval of the State Director of the Division of Local Government Finance, municipalities in Tennessee are authorized to issue interest bearing capital outlay notes for all municipal purposes for which general obligation notes can be legally authorized and issued for a period of not greater than the end of the third fiscal year following the fiscal year in which the notes are issued; and

WHEREAS, the Board of Commissioners of Cumberland County (the "Issuer") has determined that it is necessary and desirable to issue not to exceed $2,351,000 in aggregate principal amount of capital outlay notes to provide funds to finance, in whole or in part, (i) the acquisition of and improvements and renovations to public buildings and facilities, (ii) the acquisition of public safety and public works equipment and (iii) and the acquisition of related personal property (collectively, the "Projects"); (iv) reimbursement to the Issuer for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the notes referenced herein; and

WHEREAS, it appears to the Board of Commissioners of the Issuer that it will be advantageous to the Issuer to issue not to exceed $2,351,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of Commissioners of the Issuer to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 921101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(b) "Debt Management Policy" shall mean the Debt Management Policy approved by the Governing Body;

(c) "Governing Body" shall mean the Board of Commissioners of the Issuer;

(d) "Issuer" shall mean the Cumberland County, Tennessee;

(e) "Notes" shall mean the not to exceed $2,351,000 General Obligation Capital Outlay Notes of the Issuer, to be dated their date of issuance, and have such series designation or such other dated date as shall be determined by the Mayor, pursuant to Section 8 hereof;

(f) "Projects" shall mean the (i) the acquisition of and improvements and renovations to public buildings and facilities, (ii) the acquisition of public safety and public works equipment and (iii) and the acquisition of related personal property;

(g) "Registration Agent" shall mean the Finance Director who shall serve as registration and paying agent or any successor registration and paying agent appointed by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the Issuer's Debt Management Policy. The weighted average maturity of the Notes is less than the weighted average expected life of the Projects. The approximate debt service and estimated interest expense and costs of issuance of the Notes have been presented to the Governing Body.

Section 4. Authorization and Terms of the Notes.

(a) For the purpose of funding the Projects, reimbursing the Issuer for funds previously expended for costs of the Projects, if any and paying the costs incident to the issuance and sale of the Notes, there are hereby authorized to be issued interest bearing capital outlay notes of the Issuer, in certificated form, in an aggregate principal amount of not to exceed $2,351,000. Subject to the adjustments permitted in Section 8 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes" and shall be dated their date of issuance, or such other date and have such series designation as shall be determined by the Mayor. The Notes shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by law from time to time, payable, subject to the adjustments permitted pursuant to Section 8 hereof, monthly or on such other dates as are approved by the Mayor and the purchaser of the Notes until the Notes mature or are redeemed, commencing no later than one year from the date of issuance of the Notes. The Notes shall be issued in such denomination as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 8 hereof, the principal of the Notes shall mature serially or be subject to mandatory redemption and be payable on an annual, semi-annual or monthly basis such that the Issuer is making level combined payments of principal and interest over a period designated by the Mayor not to exceed the end of the third (3rd) fiscal year following the fiscal year in which the Notes are issued.

(b) Subject to the adjustments permitted by Section 8 hereof, the Notes shall be subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine; provided, however, notwithstanding the foregoing, if the Notes are sold as a Term Note, as defined below, the Mayor may designate the mandatory redemption payment to be redeemed.

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements as determined by the Mayor. In the event any or all the Notes are sold as Term Notes, the Issuer shall redeem Term Notes on redemption dates in aggregate principal amounts equal to the maturity amounts determined by the Mayor at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be redeemed within a single maturity, if there is more than one maturity, shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Issuer may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of a mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Issuer on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Issuer shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for optional redemption (no notice shall be required for mandatory redemption) shall be given by the Registration Agent on behalf of the Issuer not less than one (1) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the Issuer pursuant to written instructions from an authorized representative of the Issuer (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Issuer to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

(e) The Issuer hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption

or submitted for exchange or transfer, to furnish the Issuer at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the Issuer at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

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

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

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in such denominations as is requested by the

registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the Issuer to call such Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Issuer with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the County Clerk.

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

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

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

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

(Form of Note)

REGISTERED REGISTERED

Number _____

$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CUMBERLAND

GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2024
(Federally Taxable)

Interest Rate:	Maturity Date:	Date of Note:	[CUSIP No.:]

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Cumberland County, Tennessee (the "Issuer"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on _____, 2024, and [annually] [semi-annually] [monthly] thereafter on _____. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the Finance Director, Crossville, Tennessee as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

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

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

[Subject to the credit hereinafter provided, the Issuer shall redeem Notes maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Notes Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Issuer may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Issuer on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Issuer shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for optional redemption (no notice shall be required for mandatory redemption) shall be given by the Registration Agent on behalf of the Issuer not less than one (1) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Issuer to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be

issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Issuer to call such Note for redemption.

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

This Note is one of a total authorized issue aggregating $_____ and issued by the Issuer for the purpose of providing funds to finance, in whole or in part (i) the acquisition of and improvements and renovations to public buildings and facilities, (ii) the acquisition of public safety and public works equipment and (iii) and the acquisition of related personal property; (collectively, the "Projects"); (iv) reimbursement to the Issuer for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the notes, of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Commissioners of the Issuer on the 15th day of April, 2024.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the Issuer. For the prompt payment of principal of and interest on this Note, the full faith and credit of the Issuer are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

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

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

CUMBERLAND COUNTY, TENNESSEE

By: DO NOT SIGN – FORM OF NOTE
Mayor

ATTESTED:

DO NOT SIGN – FORM OF NOTE

County Clerk

Transferable and payable at the office of: Finance Director
Cumberland County, Tennessee

Date of Registration: _____

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

_____
Registration Agent

By: DO NOT SIGN – FORM OF NOTE
Finance Director

(FORM OF ASSIGNMENT)

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

Dated:_____

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

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

Section 7. Levy of Tax. The Issuer, through its Governing Body, shall, to the extent required, annually levy and collect a tax upon all taxable property within the Issuer, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. Principal and interest falling due at any time when there are

insufficient funds from this tax levy on hand shall be paid from the current funds of the Issuer and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds or other legally available funds of the Issuer to the payment of debt service on the Notes.

Section 8. Sale of Notes.

(a) The Notes shall be sold by the Mayor by an informal bid process or negotiated sale as permitted by Tennessee law at a price equal to the principal amount thereof. The Mayor's actions taken prior to the date hereof to receive such informal bids or other proposals are ratified and confirmed. For the purpose of obtaining the lowest possible interest cost on the Notes, the Mayor is authorized to establish a series designation; to cause to be sold an aggregate principal amount of Notes less than that shown in Section 4 hereof, to make corresponding adjustments to the maturity schedule as designated in Section 4 hereof, so long as the final maturity of the Notes does not exceed three years (3) following the fiscal year in which the Notes are issued; to change the interest payment dates on the Notes; to cause two or more serial maturities to be sold as a Term Note with mandatory sinking fund payments equal to each annual serial maturity; to adjust principal payment amounts; to modify the redemption provisions to provide that all or a portion of the Notes are not subject to optional redemption; and if subject to optional redemption, to provide for a redemption premium to be paid on the Notes of not greater than 101% of par if the Notes are originally sold at par. The Mayor is further authorized to sell the Notes as a single Note having annual serial installments of principal maturing and payable in the amounts and on the dates consistent with Section 4 hereof.

(b) No Notes shall be sold at an interest rate exceeding the maximum interest rate permitted by law. The action of the Mayor in selling the Notes, establishing the terms set forth above and fixing the interest rate or rates on the Notes, but not exceeding the maximum interest rate permitted by law, shall be binding on the Issuer, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof. The Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the purchaser thereof and to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Notes. The Mayor is hereby authorized to enter into a contract with the Cumberland Securities Company, Inc. for municipal advisory services in connection with the sale of the Notes, and all actions heretofore taken by the officers of the Issuer in that regard are hereby ratified and approved.

(c) The Notes shall not be issued until after the approval of the State Director of the Division of Local Government Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated.

Section 9. Disposition of Note Proceeds.

(a) The proceeds of the sale of the Notes shall be paid to the Issuer to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2024 General Obligation Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the Issuer. The Issuer shall disburse funds in the Note Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining monies in the Note Fund shall be solely used by the Issuer to pay

costs of the Projects and, if applicable, to reimburse the Issuer for any funds previously expended for costs of the Projects. Moneys in the Note Fund shall be invested at the direction of the Issuer in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the Issuer in the Note Fund to pay costs of the Projects or to the Issuer's debt service fund to pay principal and interest on the Notes at the direction of the Mayor. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the Issuer for funds previously expended for costs of the Projects, if any, shall be transferred to the Issuer's debt service to be used to pay principal and interest on the Notes.

(b) In accordance with state law, the various officials responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The officials responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Federal Tax Matters Related to the Notes. If the Notes are issued as tax-exempt obligations then the County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefor a price that reflects the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the County covenants that it shall take no action which may render the interest on any of said Notes subject to inclusion in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming taxable. The Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County. The Notes may also be issued as taxable obligations.

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

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

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in trust, on or before the date of maturity, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date; or

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

and if the Issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Issuer to the owners of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

Section 12. Reimbursement. It is reasonably expected that the Issuer will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 13. Qualified Tax-Exempt Obligations. If the Notes are issued as tax-exempt obligations, then the Governing Body hereby designates the Notes as "qualified tax-exempt obligations," to the extent the Notes may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than thirteen (13) years.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Issuer and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on August 19, 2024.

_____
Mayor

Attested:

_____
County Clerk

Sponsor:

Rebecca Stone by Jennifer Justice
County Commissioner

Resolution No. 08-2024-18

RESOLUTION OF THE GOVERNING BODY OF
CUMBERLAND COUNTY, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
GENERAL OBLIGATION INTERFUND
CAPITAL OUTLAY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED
FIVE MILLION NINE HUNDRED THOUSAND DOLLARS ($5,900,000)

WHEREAS, the Governing Body of Cumberland County, Tennessee (the "Local Government") has determined that it is necessary and desirable to issue not to exceed $5,900,000 in aggregate principal amount of capital outlay notes to provide funds for the purpose of (i) the construction, improvement, renovation and equipping of public buildings and facilities, including but not limited to the courthouse, (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Project"); (iii) reimbursement for funds previously expended for Project costs, if any; and (iv) the payment of costs incident to the issuance and sale of the notes authorized herein; and

WHEREAS, the Governing Body Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below);; and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Cumberland County, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Five Million Nine Hundred Thousand Dollars ($5,900,000) (the "Notes"). The Notes shall be designated "General Obligation Interfund Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature not more than one (1) fiscal year after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be fifteen (15) years.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, plus accrued interest.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan between the General Purpose School Fund and the General Fund, as authorized in T.C.A. § 9-21-408.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated. Additionally, the Notes may be issued as taxable.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. Reimbursement. This resolution shall serve as the expression of official intent of the County to reimburse itself for Project expenditures from proceeds of the notes in an amount not to exceed the amount of the Notes for purposes of Treasury Regulations Section 1.150-2.

Section 13. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Adopted and approved this 19th day of August, 2024.

/s/
County Mayor

APPROVED:

/s/
County Clerk

SPONSOR:

Rebecca Slone by Jennifer Turner
County Commissioner

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered
Note #: 1

Registered
$5,900,000

Of the
State of Tennessee

General Obligation Interfund Capital Outlay Note, Series 2024 (Federally Taxable)

Interest Rate:	Maturity Date:	Date of Note:
_____%	June 1, 2025	____ ___, 2024

Registered Owner: Cumberland County Trustee on behalf of the General Fund

Principal Amount: Two Million Five Hundred Thousand Dollars

The County Commission (the "Governing Body) of Cumberland County, Tennessee (the "Local Government") hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on $5,900,000 and thereafter on June 1 of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the Finance Director of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in session on August 19, 2024 (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, Cumberland County, Tennessee, has caused this Note to be signed by its County Mayor with his manual signature and attested by its County Clerk with his manual signature under an impression of the corporate seal of the County, all as of the day and date hereinabove set forth.

BY: DO NOT SIGN – FORM OF THE NOTE
County Mayor

ATTESTED:

DO NOT SIGN – FORM OF THE NOTE

County Clerk

ASSIGNMENT

Note No. R-_____.

Amount: $_____.

For value received, the undersigned hereby sells, assigns and transfers unto

_____

(Name and address of assignee)

_____

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by:_____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

RESOLUTION # 08-2024-19

CUMBERLAND COUNTY, TENNESSEE
General Fund

To the Cumberland County Commission meeting in regular session this 19th Day of August, 2024:

Whereas, Cumberland County has received and will continue to receive funding from defendants of the national opioid litigation, and

Whereas, the County has established a local Opioid Task Force to make recommendations as to the use of the settlement payments, and

Whereas, the Opioid Task Force asked for, received, and has reviewed proposals from the community to make recommendations as to the use of the settlement payments, and

Whereas the Budget Committee has reviewed the request and favorable recommends the funding for the Opioid Task Force.

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

General Fund

Increase Revenue:

101-46845	Opioid Settlement Funds	$400,239.00

Increase Expenditures:

101-55510-310	Contracts with Public Agencies	$400,239.00

Sponsor: Joe Sherrell by Jennifer Turner
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes:__ Nays:__ Abstain:__

RESOLUTION NO. 08-2024-20

RESOLUTION ADDING YORK LANE, YORK CIRCLE, KEATING COURT, AND THE REMAINING PORTION OF KEATING LOOP TO THE COUNTY ROAD LIST

WHEREAS, the Cumberland County Regional Planning Commission met on May 16, 2024 and heard a request from a constituent to add York Lane, York Circle, Keating Court, and the remainder of Keating Loop to the County Road List; and

WHEREAS, these roads are a part of Keating Hollow Estates, and all other roads in Keating Hollow Estates development are already on the road list; and

WHEREAS, the Road Superintendent stated that all the aforementioned roads are built to County standards, and that he recommended the addition of them to the road list; and

WHEREAS, on June 20, 2024 the Planning Commission convened and a public hearing was opened to receive any comment(s) regarding the addition of York Lane, York Circle, Keating Court, and the remainder of Keating Loop to the road list—no comments were made, and the hearing was adjourned; and

WHEREAS, the Planning Commission then passed a motion to recommend to the Environmental Committee the approval of the addition of these roads to the road list; and

WHEREAS, on August 1, 2024, the Environmental Committee convened and a motion was passed to recommend approval of these additions to the road list to the full County Commission for final approval;

NOW, THEREFORE, BE IT RESOLVED, by the Cumberland County Board of Commissioners, meeting in regular session, that York Lane, York Circle, Keating Court, and the remainder of Keating Loop be added to the County Road List.

Adopted this 19th day of August, 2024.

Wendell Wilson by: TL

SPONSOR

_____

APPROVE

_____

ATTEST

RESOLUTION NO. 08-2024-21

A RESOLUTION TO ADOPT THE TENNESSEE HOUSING DEVELOPMENT AGENCY POLICIES AND PROCEDURES FOR THE 2024 HOME GRANT

WHEREAS, Cumberland County, Tennessee, has been awarded the 2024 HOME grant and is eligible for grant funds under the Tennessee Housing Development Agency administered by U.S. Housing and Urban Development; and

WHEREAS, Cumberland County, Tennessee, is eligible for a maximum grant of seven hundred-fifty thousand dollars ($750,000) under the Tennessee Housing Development Agency HOME Grant; and

WHEREAS, Cumberland County, Tennessee, will use the funds awarded to rehabilitate approximately eight (8) low-income homes; and

WHEREAS, Cumberland County, Tennessee, hereby adopts the Tennessee Housing Development Agency HOME Policies and Procedures.

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commission that:

The County Mayor be authorized and directed to:

Adopt the Tennessee Housing Development Agency HOME Policies and Procedures to rehabilitate approximately eight (8) low-income homes.

Enter into the necessary agreements with the Tennessee Housing Development Agency to receive and administer said grant funds.

Execute necessary agreements for Administrative services without further action by the Commission, contingent upon approval by the funding agencies; and

That the Upper Cumberland Development District UCDD shall be engaged to perform all administrative services for said project for Cumberland County for the duration and the completion of 2024 HOME Grant program.

This Resolution passed on this the 19th day of August, 2024, by the Cumberland County Commission. Be it further resolved, this resolution shall take effect immediately, the public welfare requiring it.

SPONSOR

APPROVE

ATTEST – COUNTY CLERK

SAMPLE

HOME PROGRAM POLICIES AND PROCEDURES FOR

Cumberland County

1. PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation and reconstruction of eligible, substandard, owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound, and sanitary.

2. AUTHORITY

The legal authority of this program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

3. PROGRAM RESOURCES

The source of funds for the undertaking of these activities is a grant in the amount of $ $750,000 which has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

4. APPLICABLE LAWS

A. The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358).

2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), 49 CFR Part 24, and 24 CFR 92.353)

3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357 and State of Tennessee Procurement Procedures Manual of the Central Procurement Office.

4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92.352.

5. Equal Opportunity Provisions and Fair Housing, 24 CFR 92.350.

6. Affirmative Marketing, 24 CFR 92.351.

7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.

8. Conflict of Interest Provisions, 24 CFR 85.36 or 24 CFR 84.42, as applicable, and 24 CFR 92.356.

9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.

10. Intergovernmental Review of Federal Programs, Executive Order 12372 and 24 CFR 92.359.

11. Drug-Free Workplace, 24 CFR part 24, subpart F.

12. Standard Equal Opportunity Construction Contract Specifications.

13. Certification of Non-segregated Facilities for Contracts over $10,000.

14. Title VI of Civil Rights Act of 1964 Provisions.

15. Section 109 of Housing and Community Development Act of 1974 Provisions.

16. Section 3 Compliance Provisions.

17. Age Discrimination Act of 1975 Provisions.

18. Section 504 Affirmative Action for Handicapped Provisions.

19. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards

20. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program

5. DRUG-FREE WORKPLACE

A. The Cumberland County Government (HOME Grantee) will or will continue to provide a drug-free workplace by

1. Notifying employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The Grantee's policy of maintaining a drug-free workplace;

   c. Any drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse

violations occurring in the workplace.

B. Providing each employee engaged in the performance of the HOME contract a copy of the notification required in paragraph A(1) above;

C. The written notification required in paragraph A (1) above will advise the employee that, as a condition of employment under the HOME grant, the employee will:

1. Abide by the terms of the notification; and

2. Notify the employers in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

D. Notifying the State in writing, within ten (10) calendar days after receiving notice under D(2) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

1. Taking one of the following actions, within thirty (30) calendar days of receiving notice under D(2) above, with respect to any employee who is so convicted:

2. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

3. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

4. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E and F above.

6. CONFLICT OF INTEREST

A. No person listed in paragraph B may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. **PERSONS COVERED** – Immediate family members of any local elected official or of any employee or board member of a non-profit agency are ineligible to receive benefits through the HOME program. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

In addition, the conflict of interest provisions as apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of THDA, the local community or the non-profit agency (including CHDOs) receiving HOME funds, and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who

is in a position to participate in a decision-making process or gain inside information with regard to these activities.

C. **APPEARANCE OF A CONFLICT OF INTEREST** - Grantees must also make every effort to avoid the appearance of favoritism in the eligibility determination process. In those cases where the applicant is otherwise eligible, but there exists the appearance of a conflict of interest or the Appearance of favoritism, the Grantee must complete HO-4A or equivalent in THDA's GMS system (Determination of a Conflict of Interest). If the answer to any of the four questions on the HO-4A form is (Yes) the grantee must submit the HO-4A form and written documentation to THDA that the following procedures have been observed:

1. The Grantee must publish an announcement in the local newspaper concerning the potential for a conflict of interest and request citizen comments.

2. The Grantee's attorney must render an opinion as to whether or not a conflict of interest exists and that no state or local laws will be violated should the applicant receive HOME assistance.

3. The Grantee's elected body must pass a resolution approving the applicant.

7 APPLICANT ELIGIBILITY

A. **APPLICANT ELIGIBILITY CRITERIA:** The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:

1. The applicant must be low income as defined by current published HOME Income Limit requirements as adjusted for household size, i.e., below 80% of area median income.

2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year and must occupy the property as their principle residence.

3. The applicant's ownership must be in the form of:

   a. Stick built or qualified modular housing;

      - fee simple title; or
      - a 99-year leasehold; or
      - A life estate. The person with the life estate must have the right to live in the housing for the remainder of his or her life and not pay rent, must be low income, and must occupy the housing as his or her principal residence; or
      - Inherited property with multiple owners not all residing in the housing. The owner- occupant must be low income, must occupy the house as his or her principal residence, and must pay all the costs associated with ownership and maintenance of the housing.

   b. Manufactured Housing;

      - A certificate of title for the manufactured home to be rehabilitated or

reconstructed free of any encumbrances; and.

- fee simple title for the lot of land where the mobile home is located

4. The title must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

5. The applicant must voluntarily apply for assistance.

6. The applicant is encouraged to obtain or maintain a homeowner's insurance policy appropriate for the type and value of the home and adequate to cover the rehabilitated value of the home to be rehabilitated or reconstructed.

   a. In the event there is no Homeowners policy with an appropriate construction rider in effect during the time of the rehabilitation or reconstruction of the property the Homeowner or General Contractor must obtain a builders risk (or other acceptable risk policy assigning the grantee as an additional insured) for a minimum of the amount needed to cover the full cost of the rehabilitation or reconstruction. This policy must be in effect prior to the beginning of construction and remain in effect until the certificate of occupancy or equivalent has been delivered to the Grantee.

   - If the Builders Risk Policy is obtained by the homeowner for the purpose of complying with the HOME grant the full cost of the policy will be an eligible soft cost billable to the grant. The eligible costs are limited to the period of construction of the project.

8 INCOME ELIGIBILITY

A. **ANNUAL INCOME (GROSS INCOME)** - The State's HOME program uses the income definitions of the Section 8 program to determine the annual income (gross income) used to classify a *household* for purposes of eligibility. Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future or expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period; and

3. Which are not specifically excluded in paragraph 6.8 (Income Exclusions) below.

4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

5. MONTHLY GROSS INCOME - Monthly gross income is Annual Gross Income divided by 12 months.

B. **ASSETS** - In general terms, an asset is a cash or non-cash item that can be converted to cash. There

is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. MARKET VALUE - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.

2. CASH VALUE - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:

   a. Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or

   b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.

   c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.

3. INCOME FROM ASSETS - The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest of dividends from an asset, the interest or dividends is still counted as income

   a. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.

      - To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or if the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRS 1099 form showing past interest earned can be used.

      - Checking account balances (as well as savings account balances) are considered an asset. This is a recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.

   b. When an Asset Produces Little or No Income:

      - If the family's assets are $5,000 or less, actual income from assets (e.g., interest on a checking account) is not counted as annual income. For example, if a family has $600 in a non-interest bearing checking account, no actual income would be counted because the family has no actual income from assets and the total amount of all assets is less

than $5,000.

c. If the family's assets are greater than $5,000, income from assets is computed as the greater of:

- actual income from assets, or'
- calculate income from assets based on a passbook rate applied to the cash value of all assets. For example, if a family has $3,000 in a non-interest bearing checking account and $5,500 in an interest-bearing savings account, the two amounts are added together. Use the standard passbook rate to determine the annual income from assets for this family.

d. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.

e. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset (less any fees associated with disposal of property, such as a brokerage fee).

f. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation is not included in this calculation.

g. These procedures are followed to eliminate the need for an assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

4. ASSETS INCLUDE:

a. Amounts in savings accounts and six month average balance for checking accounts.

b. Stocks, bonds, savings certificates, money market funds and other investment accounts.

c. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*

d. The cash value of trusts that are available to the household.

e. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in penalty.

- The "cash value" of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset

to cash, such as the following:

- Penalties for premature withdrawal;
- Broker and legal fees; and
- Settlement costs for real estate transactions

- The current value of the asset (the value of the 401K or other Individual retirement account minus any penalty (usually 10% to 15%) they would incur for drawing early from it) at the time of verification and multiply that by the passbook.
  - NOTE: unrealized gains ARE included as part of the current asset value but are NOT themselves considered income.

f. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.

g. Assets which, although owned by more than one person, allow unrestricted access by the applicant.

h. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.

i. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

j. Cash value of life insurance policies.

k. Assets disposed of for less than fair market value during two years preceding certification or recertification.

- ASSETS DO NOT INCLUDE:

- Necessary personal property, except as noted under paragraph 6.5(9) (Assets Include) above

- Interest in Indian Trust lands

- Assets that are part of an active business or farming operation.

- NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenant's main occupation.

- Assets not accessible to the family and which provide no income to the family.

- Vehicles especially equipped for the handicapped.

- Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

B. INCOME INCLUSIONS - The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income for operation of a business or profession including rental property. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such Assets based on the current passbook saving rate, as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).

5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions).

6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

   a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

   b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

8. All regular pay, special pay and allowances of a member of the Armed Forces. (See paragraph (8) under Income Exclusions).

C. **INCOME EXCLUSIONS** - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings – see paragraph (5) of Income Inclusions).

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide;

6. Certain increases in income of a disabled member of the family residing in HOME assisted housing or receiving HOME tenant-based rental assistance (see 6.12 (7) under Determining Whose Income to Count).

7. The full amount of student financial assistance paid directly to the student or to the educational institution;

8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

9. Temporary, nonrecurring or sporadic income (including gifts);

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

12. Adoption assistance payments in excess of $480 per adopted child;

13. For public housing only, the earnings and benefits to any family member resulting from participation in a program providing employment training and supportive accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state or local law during the exclusion period.

14. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Amounts received by the family in the form of refunds or rebates under state or local law from property taxes paid on the dwelling unit.

16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.

    a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;

    b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, senior companions);

    c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));

    d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);

    e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;

    g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;

    h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)

    i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

    j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).

    k. Any earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;

    l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.)

    m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

n. Payments received under the Maine Indian Claims Settlement Act of 1980.

D. INCOME EXCLUSIONS - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings – see paragraph (5) of Income Inclusions).

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. For homeowner rehabilitation projects, the date assistance is provided is the date of the rehabilitation contract.

6. For homeownership programs, the income eligibility of the families is timed as follows:

7. In the case of a contract to purchase existing housing, it is the date of the purchase;

8. In the case of a lease-purchase agreement for existing housing or for housing to be constructed, it is the date the lease-purchase agreement is signed; and

9. In the case of a contract to purchase housing to be constructed, it is the date the contract is signed.

E. INCOME VERIFICATION - Grantees must verify and retain documentation of two (2) months of income information for each person in the household to determine the household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

1. THIRD-PARTY VERIFICATION - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.

    a. To conduct third-party verifications, a Grantee must obtain a written release from the household that authorizes the third party to release required information.

    b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.

2. REVIEW OF DOCUMENTS - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as

an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

3. APPLICANT CERTIFICATION - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

   Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant's past history. The Grantee can review the previous year's income tax return to determine if the current year's income is consistent with activity for the previous year.

F. CALCULATION METHODOLOGIES - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).

2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.

3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9- or 12-month period.

G. DETERMINING WHOSE INCOME TO COUNT - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted:*

1. INCOME OF LIVE-IN AIDES - If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide);

2. INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN - Foster children are not counted as family members when determining family size to compare with the Income Limits. Thus, the income a household receives for the care of foster children is not included; and

3. EARNED INCOME OF MINORS - Earned income of minors (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.

4. TEMPORARILY ABSENT FAMILY MEMBERS - The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns

5. $600/week at a temporary job on the other side of the state. He keeps $200/week for expenses and sends $400/week home to his family. The entire $600/week is counted in the family's income;

6. ADULT STUDENTS LIVING AWAY FROM HOME - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income. Note, however, that the $480 limit does not apply to a student who is head of household or spouse (their full income must be counted); and

7. PERMANENTLY ABSENT FAMILY MEMBER - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

8. PERSONS WITH DISABILITES – During the annual recertification of a family's income, increases in the income of a disabled member of qualified families residing in HOME assisted housing or receiving HOME tenant- based rental assistance is excluded. 24 CFR 5.61(a) outlines the eligible increases in income. These exclusions from annual income are of limited duration. The full amount of increase to an eligible family's annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, 50 percent of the increase in income is excluded. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period.

9 ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED

A. DEFINITIONS - The following are definitions of the various terms used with respect to eligibility requirements of the property to be rehabilitated.

1. DWELLING UNIT - A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

2. SINGLE FAMILY - A housing unit consisting of living, sleeping, bathing, and food preparation designed for single-family use, although more than one family may be residing therein, if every occupant has access to all areas within the building envelope.

3. SUBSTANDARD - A housing unit failing to meet all applicable codes, rehabilitation standards ordinances, and zoning ordinances as set forth by the Community, UPCS as defined by HUD, or as defined by the HOME application.

B. ELIGIBILITY CRITERIA

1. The minimum HOME expenditure per unit must exceed $1,000.

2. The maximum HOME expenditure may not exceed the current published maximum subsidy limit as established and published by HUD for the HOME program at the time the

agreement with the grantee is entered.

3. The dwelling must be located within the designated area as outlined in the application.

4. The dwelling unit must be classified as substandard, based on a written, detailed inspection report by the THDA approved Rehab Coordinator.

5. The dwelling unit preferably should not lie within a 100-year floodplain. In the event a dwelling is approved that is within the 100-year floodplain the flood plain must be mitigated by an official flood map revision removing it from the 100 year flood plain or all occupiable spaces including garage and all support systems must be raised a minimum of 12" above the published base flood elevation, and flood insurance must be obtained and/or maintain throughout the compliance period.

10. RATING SYSTEM FOR RANKING OF APPLICANTS

A. The awarding of rehabilitation and reconstruction grants to eligible applicants will be based on a priority list, according to which households are in greatest need for housing assistance. Houses will be rehabilitated or reconstructed in descending order, the household with the most need first, the next household second, and so on until the funds are expended.

B. The rating system is based on points. The most deprived households will have the highest number of points. Information for determination of points is taken from the application (HO-3) submitted by the homeowner. Each application shall be rated according to:

1. INCOME/FAMILY SIZE

FAMILY SIZE	80% INCOME LIMIT [1]
1	$
2	$
3	$
4	$
5	$
6	$
7	$
8	$

If the income based on family size is less than the stated figure, the household will receive extra points.

If 80% to 99% less	Add 70 points
If 60% to 79% less	Add 60 points
If 40% to 59%	Add 50 Points
If 39% or less	Add 20 Points

[1] Annual Income Limit Figures available from HUD/THDA

2. NUMBER IN HOUSEHOLD

1 Person Household	5 Points
2 Person Household	10 Points
3 Person Household	20 Points
4 Person Household	25 Points
5 Person Household	30 Points
6 Person Household	35 Points
7 Person Household	40 Points
8 Person Household	45 Points

3. NUMBER OF ELDERLY 10 Points per person

For each household member at least 62 years old at the time of application

4. NUMBER OF HANDICAPPED/DISABLED 10 Points per person

Household member receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

5. HEAD OF HOUSEHOLD 10 Points

This is a single head of household (male or female) with children under 18, or a dependent with severe developmental disabilities or severe dementia. This does not apply to a widow/widower living alone.

6. NUMBER OF PERSONS 18 OR YOUNGER 10 Points per person

7. CONDITION OF THE DWELLING STRUCTURE

Standard Dwelling No Points

- A standard dwelling is a home with very few or no cosmetic flaws. No structural or major systems that are damaged, deteriorated or non-functioning and a minimum of one of more code deficient items.

Substandard Dwelling 15 to 29 Points

- A substandard dwelling is a home with a few cosmetic flaws, no structural flaws, and 1 or more major systems that are deteriorated or not functioning properly with a minimum of 1 or more code deficient items.

Dilapidated Structure 30 to 50 Points

- A Dilapidated Structure is a home with multiple cosmetic flaws, some structural flaws, but functioning and has multiple major systems that are non-functioning as designed with multiple code deficient items.

Life Threatening 50 Points

- A Life Threatening Structure is a home with multiple cosmetic flaws, structural flaws caused by deterioration, rotting, or wood destroying insects. There are multiple major systems that do not work, causing an unsafe structure for life, and health, such as no water, sewer or electric systems. This home could collapse or be destroyed by a major event of weather or man-made activity such as fire and is likely qualified for condemnation.

11. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS

A. DETERMINATION OF THE AMOUNT OF THE GRANT - The amount of a rehabilitation or reconstruction grant that an applicant may receive will not exceed:

1. The actual and approved cost of the repairs and improvements necessary to make the dwelling conform to the housing standards adopted by the Grantee and THDA.

2. The amount and structure of the grant must be consistent with the application submitted to THDA.

3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

B. STRUCTURE OF FINANCIAL ASSISTANCE - HOME funds are used to make forgivable grants to property owners to cover the full cost of the needed rehabilitation or reconstruction work.

1. To prevent homeowners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligation is forgiven each year they live in the rehabilitated unit.

2. Repayment of the REHABILITATION grant over a five year affordability period shall be based on a twenty percent (20%) reduction of the amount to be repaid per full year with amounts of less than one year being prorated by days used, according to the following schedule:

Year One	100% Repayment
After one year	80% Repayment
After two years	60% Repayment
After three years	40% Repayment
After four years	20% Repayment
During Year five	0% Repayment

3. Repayment of the RECONSTRUCTION grant over a fifteen year affordability period shall be based on a six and 67/100 percent (6.67%) reduction of the amount to be repaid per full year with amounts of less than one year being prorated by days used, according to the following schedule:

Year One	100% Repayment
Year Two	93.3% Repayment
Year Three	83.63% Repayment
Year Four	79.96% Repayment
Year Five	73.29% Repayment
Year Six	66.62% Repayment
Year Seven	59.95% Repayment
Year Eight	53.28% Repayment
Year Nine	46.61% Repayment
Year Ten	39.94% Repayment
Year Eleven	33.27% Repayment
Year Twelve	26.60% Repayment
Year Thirteen	19.93% Repayment
Year Fourteen	13.26% Repayment
After fourteen years	6.59% Repayment
During Year Fifteen	Prorated Balance Repayment

4. The property owner must sign a Grant Agreement, Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.

   a. If ownership of the property is in the form of a life estate, all owners of the property as well as the person with the life estate must sign the Grant Note and the Deed of Trust.

   b. If the property has been inherited by multiple owners not of whom reside in the property, all of the owners must sign the Grant Note and Deed of Trust.

   c. Grantees and administrators should consult their agency or community general counsel if there are questions.

5. In cases of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. The heirs may occupy the unit, rent it or let it sit empty, without triggering the repayment clause. However, if the heirs sell the property, or if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle the estate, the grant must be repaid to THDA, less any forgivable portion.

C. **OTHER GRANT CONDITIONS** - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.

2. Furnish complete, truthful and proper information as needed to determine eligibility for receipt of grant money.

3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.

4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out in a timely manner. Provide a safe, secure, and non-hostile environment.

12. ELIGIBLE REHABILITATION ACTIVITIES

A. INTRODUCTION - A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the UPCS and applicable code adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.

1. REHABILITATION: The maximum allowable HOME funds per Homeowner Rehabilitation unit are capped by the HOME subsidy limits, which are established by HUD and cannot be exceeded.

2. All units built prior to 1978 require a lead-based paint (LBP) inspection. If hazards are identified, a risk assessment by a qualified risk assessor is required. If the risk assessment of a pre-1978 unit discloses no lead, then the cap for rehabilitation costs is capped by the HOME subsidy limit.

3. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs are less than $25,000, interim control/lead safe-work practices will apply and the maximum HOME subsidy for rehabilitation hard costs is limited to $25,000.

4. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs exceed $25,000, then abatement using a qualified abatement contractor and will be required to provide assistance up to the HOME subsidy limits.

5. Manufactured units are eligible for HOME-funded rehabilitation including reconstruction.

B. RECONSTRUCTION HOUSING – Prior to authorizing new dwellings under the "Reconstruction" provisions of the HOME program, the Grantee must determine if reconstruction is the more cost effective use of HOME funds. The offer by the Grantee to reconstruct a home is a voluntary offer.

1. When reconstruction is recommended, a completed HO-7 or entry of equivalent information in THDA's GMS management system, along with required supporting documentation and photographs, must be submitted to THDA for review. If THDA concurs with the determination, written permission to proceed will be provided.

C. REPLACEMENT HOME GUIDELINES – The intent of a reconstruction activity is to provide assistance to homeowners who might not otherwise be helped due to the prohibitive cost of rehabilitating their existing home. A replacement home, if deemed the most cost-effective solution

to the housing deficiencies, shall be prescribed by the grantee.

1. Rehabilitation spending beyond seventy five percent of the pre-determined after Rehabilitation Value on an existing home is not authorized if a replacement home is refused by the homeowner without prior written approval. THDA may grant a waiver of this provision on a case by case basis where removal of the existing structure would cause undue emotional hardship to the homeowner, negatively impact the architectural character of the neighborhood or have a negative impact on the historic designation of the structure or neighborhood.

2. A replacement home does not necessarily have to meet the same requirements as the existing home in terms of square footage, number of bedrooms/ bathrooms or other design/ amenity considerations.

3. The replacement home must provide all permanent residents of the home with safe, decent and sanitary housing within the terms of the 2018 International Residential Code for One- and Two-Family Dwellings, and/or local codes, as applicable.

D. ELIGIBLE COSTS

1. EXISTING CODE VIOLATIONS - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified project inspector and formalized in an individualized housing report.

2. INCIPIENT CODE VIOLATIONS - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become a code violation. Costs to correct these potential violations are eligible costs.

3. PERMITS AND FEES - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

4. EQUIPMENT - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, decent, sanitary condition, and in good repair. These include such items as a furnace, water heater, electrical and sanitary fixtures, kitchen range, refrigerator, dish washer, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a $1,000 maximum expenditure (including taxes and delivery) for a kitchen range, a $650 maximum expenditure (including taxes and delivery) for a dishwasher, a $1000 maximum expenditure (including taxes and delivery) for a refrigerator. These appliances must be Energy-Star rated where available.

5. HANDICAPPED - Special alterations or costs related to making the dwelling more convenient or accessible for physically challenged persons are eligible costs. All work performed in these units must comply with all applicable codes as well as all Federal and State regulations.

6. LEAD-BASED PAINT - All costs associated with the reduction of lead-based paint hazards must comply with 24 CFR 92.355.

7. DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS All costs related to the demolition of existing structures and to provide utility connections are to comply with 24 CFR 92.206(a)(3). Demolition is only eligible if it is a part of a HOME reconstruction project or for the removal of an unsafe addition or out building, on the same lot, associated with either a HOME reconstruction or rehabilitation project.

8. EXTERIOR PAINTING - Exterior painting is an eligible cost when it is necessary to maintain a weatherproof exterior on the dwelling.

9. GUTTERS – Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.

10. OTHER COSTS - Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary to be decent, safe, sanitary, and in good repair-for the general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in 24 CFR 92.206.

E. INELIGIBLE COSTS

1. Renovation of dilapidated out buildings.

2. Appliances not specifically listed in eligible costs or required by code standards.

3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.

4. All items outlined in 24 CFR 92.214.

13. HOUSING REHABILITATION SPECIFICATIONS

A. INTRODUCTION - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into compliance with the UPCS and applicable code adopted by the State, county or city and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:

1. Inspect the property and prepare an inspection list noting UPCS and code deficiencies.

2. Conduct lead-based paint testing/risk assessment to identify lead-based paint hazards.

3. Conduct Termite Testing, except on houses that will be reconstructed, and identify any termite presence, damage or risk.

4. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.

5. Prepare a work write-up and cost estimate as a basis for the rehabilitation grant and for the bid process in contracting for rehabilitation work and lead-paint hazard reduction activities.

B. PROPERTY REVIEWS – The THDA approved Rehab Coordinator must conduct: (1) an

initial review of the property to determine the deficiencies that must be addressed, (2) a minimum of a 50% progress review to monitor construction progress and (3) a final review to certify that work is completed in accordance with the approved work write up and any applicable change orders. In addition, a final codes inspection must be conducted by a state certified residential building code official. A certificate of compliance by the local codes official or representative of the State Fire Marshal's Office must be submitted to THDA with the Rehab Coordinator's final property review.

C. **WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the initial inspection, termite inspection and lead-based paint testing/risk assessment. It itemizes separately all the rehabilitation work and the lead hazard reduction activities to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit & overhead costs for the contractor. The work write-up and estimate must be reviewed and approved by THDA before presenting it to the homeowner/ applicant.

1. DUAL-USE OF WORK WRITE-UP & COST ESTIMATE (HO-6A) or HO-6B) or equivalent in THDA's GMS system - The work write-up will be detailed and specific in style. Each item will be identified as correcting a UPCS and/or code violation, meeting a code requirement, reducing lead-based paint hazards, or as an eligible cost under the grant. This same work write-up with the cost estimate removed will serve as part of the scope of work and specifications for the construction bidding and contract documents.

2. ITEMIZING COSTS - Each item, definable feature of work and its estimated cost will be identified in the work write-up as either correcting a UPCS deficiency, meeting a code requirement, reducing lead-based paint hazards, or another eligible cost under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.

3. OWNER PREFERENCE - A work write-up need not contain details that have no significant effect on cost. The term "to be selected by owner" may be used appropriately.

D. **CONSULTATION WITH HOMEOWNER/APPLICANT** - The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a UPCS and code violation, meeting a code requirement, or that is an eligible activity can be funded by the grant. The homeowner must understand that "cosmetic only improvements" are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.

E. **CLEARLY WRITTEN SPECIFICATIONS** - The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.

1. Each specification will show the nature and location of the work and the quantity and type of material required. The specifications are to comply with THDA's Minimum Design Standards for New Construction, Reconstruction & Rehabilitation of Single Family, Manufactured & Multifamily Housing Units.

2. The specifications will refer to manufacturer's brand names or association standards

to identify quality of material and equipment, and may make provision for acceptable substitutes of equal or greater value or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

14. CONTRACTING FOR REHABILITATION WORK

A. INTRODUCTION - This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

1. FORM OF CONTRACT - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing UPCS and code violations.

2. USE OF ALTERNATES - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.

3. PROCUREMENT OF BIDS - The Grantee will adhere to all federal, state and local procurement requirements including advertising openly and publicly for bids and encouraging minority and female owned firms to bid on its projects.

B. GENERAL CONDITIONS - The bid package will contain the following:

1. The address, time and date by which the bid should be submitted by the contractor.

2. A provision that the bid be accepted by the homeowner within a specified length of time.

3. A provision that the contractor start work within a specified length of time.

4. A statement concerning the acceptability of progress payments.

5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee receives the contractor's final invoice release of liens and warranty, and claims for liens by subcontractors, laborers and material suppliers for completed work or supplied materials.

6. Provisions that the contractor will be required to:

   a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

   b. Perform all work in conformance with UPCS, and applicable codes, as well as lead-based paint regulations and requirements, whether or not covered by specification and drawings for the work.

   c. Keep the premises clean and orderly during the course of the work and remove all

debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.

d. Not assign the contract without written consent of the Grantee and homeowner.

e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all operations and maintenance manuals, manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.

f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.

g. A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

C. INSURANCE

1. The contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workman's Compensation Laws.

2. The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance. This insurance will be in an amount not less than $100,000 for injuries including accidental death to any one person for one accident, and to protect the contractor and subcontractors against claims for injury or death of one or more persons because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, including but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.

3. The contractor shall carry during the life of the contract Property Damage Insurance in an amount of not less than $100,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.

4. Before commencing work, the contractor shall submit evidence of coverage required to the Grantee. A certificate of insurance shall be presented as the evidence.

NOTE – The Grantee is advised to consult with its attorney to insure that the extent, limit and amount of contractor's insurance is consistent with the scope of the project and current State law.

D. WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS – The work write up (Independent Cost Estimate) must include photographs of each deficiency to be addressed as well as all sides of the exterior of the house, crawl space and accessible attic space. The specifications, based on THDA's Design Standards and the applicable building code covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the Grantee's qualified and approved Rehab Coordinator. The specifications will:

1. Clearly identify all code deficiencies and any lead-based paint hazard;

2. Specify work to correct those deficiencies or hazards;

3. Note any unusual features or limitations;

4. Include the Grantee's estimated cost for rehabilitation; and

5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.

E. INELIGIBLE CONTRACTORS - The Grantee may determine a contractor ineligible to bid on projects when:

1. The contractor is listed on the Federal Debarred list; the grantee must check the contractor and all subcontractors' names against the Federal Excluded Parties List System (available at https:www.sam.gov/portal/public/SAM/). The grantee will print out the system search results and place in file to document that the contractors and subcontractors are not on this list.

2. The Contractor is listed on the State of Tennessee list of Debarred Vendors. (available at: tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf)

3. There is documented proof that the contractor has not paid material suppliers;

4. There is documented proof that the contractor has not completed projects within the allotted time frame;

5. There exist substantial complaints by homeowners about quality of work and performance.

6. There is documented proof that the contractor has not performed warranty work on previous contracts.

7. Conflict of interest exist between the contractor candidate and project participants, location, or any financial ties

F. INVITATION TO CONTRACTORS FOR SUBMISSION OF QUALIFICATIONS -

1. The Grantee will announce the program and solicit for submission of qualifications and interest from licensed general contractors including minority and women owned firms at the beginning of the program and at least once each year thereafter.
   a. Solicitations for qualifications may be mailed, emailed, posted at locations such as city halls; county courthouses; plan rooms; professional building associations; architectural firms or other places likely to be observed by qualified contractors and/or posted on social medial sites, advertised through traditional media and through word of mouth.

2. The Grantee will accept submissions of qualifications from general contractors throughout the life of the program.

3. The Grantee will develop and maintain a list of qualified general contractors, including minority and women owned firms.

G. SOLICITATION OF BIDS FOR PROJECTS - Bid Solicitation must be a free, open competitive process. Every effort must be made to solicit minority and female businesses. The Grantee should not structure its procedures in order to keep business "in town". Absolute fairness must prevail in every aspect of the program, and any questions concerning conflict, or apparent conflict of interest should

be discussed with THDA.

1. **ADVERTISEMENT REQUIREMENTS** – The invitation to bid must be published in a newspaper of general circulation at least 14 days prior to the public bid opening. To avoid delays, a Grantee may wish to publish the invitation for bids in the newspaper of the closest metropolitan area to gain wider circulation and thereby increase chances of receiving at least 3 bids. The cost of publication is an administrative expense and not billable to the project.

2. The Grantee will also notify in writing and in a timely fashion all contractors on the Contractors List when bid packages are available.

3. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

H. **BID SELECTION** – A minimum of three (3) bids must be received. Bids will be opened on the date and time previously established. A bid tabulation form will be prepared. The grantee will select the lowest qualified bid. THDA may require that the project be re-bid if there are not at least three (3) valid bids in response to the invitation for bids.

1. If the project is re-bid and 3 bids still are not obtained, contact THDA for an exception to the 3 bid requirement. THDA may consider your project as a sole source procurement and/or allow you to award the contract with less than 3 bidders. Written permission must be obtained from THDA before you may award a contract with less than three bids.

2. Should the Grantee/owner decide to select a bid other than the lowest qualified bid, the Grantee/owner should state the reasons/justification in writing. If the owner's justification is not acceptable, the owner will be required to finance any rehabilitation amount that exceeds the lowest qualified bid through his/her personal resources.

3. The Grantee will reject a bid in instances where the bid exceeds the cost estimate by a percentage determined by the Grantee in its policies and procedures, unless a review of the cost estimate demonstrates an error. If a low bid is under the cost estimate, a meeting will be arranged with the contractor to assure that his cost is within reason and will allow him to satisfactorily complete the job. The homeowner will be advised if no acceptable bids are received on their house and the project will be re-bid.

4. **REBID OR CHANGES IN SCOPE** – If all bids exceed the amount of the construction budget, Grantees may not negotiate solely with the low bidder. The project can be re-bid or changed in scope. If the scope of the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.

5. **DEDUCTIBLE AND ADDITIVE ALTERNATES** – Bid specifications for construction projects may contain deductible alternates. By definition, a deductible alternate is a portion of the project that can be deleted to bring construction costs within the budget if all bids received exceed the funds available for construction. The deductible alternates must not change the scope of the project. Bid specifications for construction projects may also contain additive alternates.

6. **DISQUALIFIED CONTRACTORS** – The Grantee must disqualify a contractor from bidding on projects when the contractor is listed on HUD's Limited Denial of Participation and Voluntary Abstention List (the "Debarred List"). A Grantee may also

disqualify a contractor from bidding on projects when:

a. There is documented proof that the contractor has not paid material suppliers; or

b. The contractor has not completed projects within the allotted time frame; or

c. There exist substantial complaints by homeowners about quality of work and performance.

d. There is documented proof that the contractor has not performed warranty work on previous contracts.

e. Conflict of interest exist between the contractor candidate and project participants, location, or any financial ties

f. The Grantee will place an advertisement in a local newspaper or the nearest metropolitan newspaper advertising the availability of bid packages.

I. **SELECTION OF A SUCCESSFUL BIDDER** - The opening of the sealed bids must meet these conditions.

1. The opening must be public.

2. The best value responsive and responsible bid will prevail. Bids that fall 15% under or 15% over the Grantee's cost estimate (written work write-up) may be rejected as not responsible bids.

3. There should be **at least three (3) competitive bids** by eligible contractors.

4. Minutes of the award and bid tabulations should be appropriately filed.

5. Questions concerning contractor eligibility shall be decided prior to opening the bids.

6. The Grantee will verify with THDA that contractors are not debarred.

7. The Grantee may limit the number of bids awarded to any one contractor at any one bid letting to three (3).

J. **AWARD OF THE CONSTRUCTION CONTRACT** - The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

15. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK

A. **RESPONSIBILITY FOR MAKING INSPECTIONS** - Inspection of construction will be performed by the Grantee or its designee as follows:

1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and

plumbing codes, zoning regulations, and any other related State or local laws and ordinances.

2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract, conducting a minimum of three

3. Written notices of inspections (HO-17) or equivalent in THDA's GMS system shall be filed appropriately.

4. The Grantee's Rehab Coordinator will perform a minimum of 3 inspections throughout the project. An initial inspection, a progress inspection, and a final inspection will be conducted in accordance with THDA's Policy and Procedures and HUD 24CFR 92.251 of the 2013 HOME Final rule. An agent of THDA will be selecting projects at random and performing Quality Assurance inspections is accordance with THDA's Policy and Procedures and HUD 24CFR 92.251 of the 2013 HOME Final rule.

PROGRESS PAYMENTS - If progress payments are allowed by the Grantee, no more than four progress payments can be made including the final payment. Progress draws may be requested for the demolition of the structure, at 25% completion, 50% completion and at the finalization of the project. Requests for additional draws must be in writing, reasonable and approved in advance by THDA on a per project basis. The 50% payment must also have an approved progress review and certificate of passed rough-in inspections.

B. FINAL PAYMENTS

1. FINAL REVIEW - Upon completion of the rehabilitation work, a final inspection is conducted by the Grantee's authorized rehab coordinator. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the contractor in writing (HO-17 and HO-18) or equivalent in THDA's GMS system. When these items are completed, clearance testing for lead-based paint hazards is conducted on the unit. When the unit passes clearance testing, and a certificate of code compliance from a local codes official is issued, the project is complete.

2. CERTIFICATION - After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed and the unit has passed clearance testing, the Certification of Completion and Final Inspection form (FM-7) or submission of the same information into THDA's GMS management system when applicable is prepared. The homeowner signs the certification indicating that he/she accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials supplies or equipment. The Rehab Coordinator signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment. PLEASE NOTE: Final payment will not be authorized without a signed Certificate of Code Compliance OR approval of rehabilitation by a local codes official or a state certified codes official.

3. NOTICE OF COMPLETION - The contractor shall file a Notice of Completion with the Register of Deeds in the county where the work is performed and return a certified copy to the Grantee.

4. MAKING FINAL PAYMENT - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors

and suppliers, and a copy of each warranty due the owner for the work. The Grantee will request final payment from THDA at that time.

5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

16. GRIEVANCE PROCEDURE

A. The Grievance Procedure shall be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.

1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.

2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.

3. Contact the THDA Community Programs Division at (615) 815-2030 should the program administrator fail to negotiate a solution.

B. **GRIEVANCE PROCEDURE** - If this fails, the program administrator will follow the grievance procedure as outlined below:

1. All claims or disputes between the owner and contractor arising out of or related to the work shall be decided by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise.

2. The owner and contractor shall submit all disputes or claims, regardless of the extent of the works progress, to_____unless the parties mutually agree otherwise.

3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.

4. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney fees in favor of the contractor. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the owners, the arbitrator may award costs and attorney fees in favor of the owner.

C. **THE WRITTEN CONTRACT** - The contract and the rehabilitation specifications, along with the initial inspection report provide the basic documentation by which the relative merits of any dispute will be judged.

D. **CONFLICT OF INTEREST OF PUBLIC OFFICIALS** - No elected or appointed Federal, State or local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect, and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exception to the conflict of interest provisions from HUD.

E. **KICKBACKS AND DISCOUNTS** - No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

CITY OF CROSSVILLE
392 N. Main St.
Crossville, Tennessee 38555~4275
Tel (931) 456~5680
FAX (931) 484~7713

Office of The
City Clerk

June 12, 2024

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

Dear Mayor Foster:

Enclosed is a copy of an annexation resolution for the following area:

- Tax Map and Parcel 112L C 014.00

This resolution was effective immediately upon passage. Please share this with other County departments that might have an interest in the matter. I am directly furnishing copies to the Assessor of Property, Election Commission, and E-911.

Sincerely,

Baylee Rhea

Baylee Rhea
City Clerk

STATE OF TENNESSEE)
)
COUNTY OF CUMBERLAND)

I, Baylee Rhea, hereby certify that I am the duly qualified and acting Clerk of the City of Crossville, Tennessee and as such official, I further certify that attached hereto is a copy of a Resolution annexing .99 acres, on Canary Drive, of record in Resolution Book 4, Pages 10-14; that I have compared said copy with the original record in my official custody; and that said copy is a true, correct and complete copy from said original record of said municipality.

Witness my official signature and seal of said municipality on this the 17th day of June, 2024.



(SEAL)

Baylee Rhea
City Clerk

RESOLUTION

A RESOLUTION TO ADJUST THE CORPORATE BOUNDARIES OF CROSSVILLE, TENNESSEE.

WHEREAS, it now appears that the prosperity of this city and of the territory herein described will be materially retarded and the safety and welfare of the future inhabitants and prosperity thereof endangered if such territory is not annexed; and

WHEREAS, the annexation of such territory is deemed necessary for the welfare of the future residents and property owners thereof and of this city as a whole;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROSSVILLE, TENNESSEE that:

SECTION I. The following described areas, lying the first Civil District of Cumberland County, Tennessee are hereby annexed into the corporate limits of Crossville, Tennessee:

Legal Description for the Annexation of Tax Map 112L C 014.00 with a portion of Canary Drive

BEGINNING on a point, said point being a common property corner of Tax Map 112E G 018.00 and 112E G 017.00, located on the north eastern ROW of Canary Drive.

Thence in a south eastern direction, following the north eastern ROW of Canary Drive to a point, said point being a common property corner of Tax Map 112L C 015.00 and 112L C 014.00.

Thence in a north eastern direction following a common property line of Tax Map 112L C 015.00 and 112L C 014.00 to a point, said point being a common property corner of Tax Map 112L C 014.00 and 112L C 013.00.

Thence in a south eastern direction, following a common property line of Tax Map 112L C 014.00 and 112L C 013.00 to a point, said point being a common property corner of Tax Map 112L C 014.00 and 112L C 013.00, located on the north western ROW of Walnut Drive.

Thence in a south western direction, following the northern ROW of Walnut Drive and crossing Canary Drive to a point, said point being on the western ROW of Canary Drive.

Thence in a north western direction, following the western ROW of Canary Drive to a point, said point being a common property corner of Tax Map 112L B 009.00 and 112L B 008.00.

Thence in a north eastern direction crossing the ROW of Canary Drive to a point, said point being the BEGINNING.

Acreage: 0.99 acres (graphically calculated)
Approximately 530 feet of Canary Drive, at its current condition (graphically measured)

POLICE
Routine police services, as provided on a regular basis in the rest of Crossville, will be available to the property upon effective date of annexation.

FIRE
Routine fire protection services, as provided in the rest of Crossville, will be available to the property upon effective date of annexation. The City Fire Department has a Class 3 rating.

WATER
City water lines are presently available to the annexation area at "outside-city" rates. Upon effective date of annexation, the "inside-city" rate would become effective. If in the future, the property were to be subdivided, extension of water lines and hydrants into the developing subdivision would be the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision regulations of Crossville Planning Commission.

SANITARY SEWER
City sewer collection lines are located on Canary Drive and available upon completion of an approximate 760-foot mainline sewer extension. The property owner will be responsible for material costs, taps and fees at "inside city" rates. If in the future, the property were to be subdivided, extension of sewer collection lines and manholes into a developing subdivision are the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision Regulations of the Crossville Planning Commission. Depending on the capacity needed by the development, a main line extension may be required at the cost of the developer. The cost estimate in the amount of $6,428.10 must be paid to the City of Crossville within 12 months. If not paid within 12 months, a new cost estimate would be required.

REFUSE COLLECTION
Upon effective date of annexation, the same regular refuse collection services now provided within the municipality will be available for the annexed property.

STREETS
The annexed property fronts on the corner of Walnut Drive and Canary Drive, which is an unimproved right-of-way. Upon annexation, approximately 530-feet of Canary Drive will be annexed in to the City limits at its current condition. This portion of Canary Drive will be accepted as an official City street. Construction of new streets into a developing subdivision is the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision Regulations of the Crossville Planning Commission.

STREET LIGHTING
Installation of street lighting will be evaluated by the City of Crossville and provided to the area according to the City's standard extension polices already in place..

INSPECTION SERVICES
Following effective date of annexation, new structures constructed in the annexation area must comply with International Building, Residential, Existing Building, Property Maintenance,

Accessibility, Energy Conservation, Fire, Life Safety, and Plumbing Codes and other codes adopted by the city, as well as obtain building and plumbing permits from the city and be inspected by the city's Building Inspector for compliance with the International Codes. Additions to and/or remodelings of existing structures must also obtain building and plumbing permits and meet International Codes. Other inspection services will be included upon effective date of annexation.

PLANNING AND ZONING
The annexation area is presently within the Crossville Planning Region, so the same regulations pertaining to subdivision of properties will apply following annexation. At this time Crossville has no zoning in effect.

STORMWATER
Following effective date of annexation, new parcels will comply with the City of Crossville's requirements and regulations regarding land disturbance activities. This will include obtaining a Land Disturbance Permit for activities that will disturb more than 4000 square feet and inspections of erosion protection and sediment control best management practices. These newly annexed properties will also be required to follow buffer zone requirements for streams as well as illicit discharge regulations. Existing structures may be required to improve stormwater control as described in the Stormwater Ordinance.

RECREATION
All present and future residents of Crossville are entitled to use any city recreational park.

SCHOOLS
The schools in Crossville and Cumberland County are part of the county-wide system.

ELECTRICITY
Electric services in Crossville are supplied by Volunteer Energy Cooperative.

NATURAL GAS
Natural gas service in Crossville is supplied by Middle Tennessee Gas Utility District.

OFF-PREMISE ADVERTISING SIGNS
There are currently no off-premise advertising signs located on this parcel. Any off-premises advertising signs in the future must be in compliance with all regulations contained in the Crossville Municipal Code.

ADOPTED, this 11 day of June, 2024.

Mayor

Councilmember

Councilmember

Councilmember

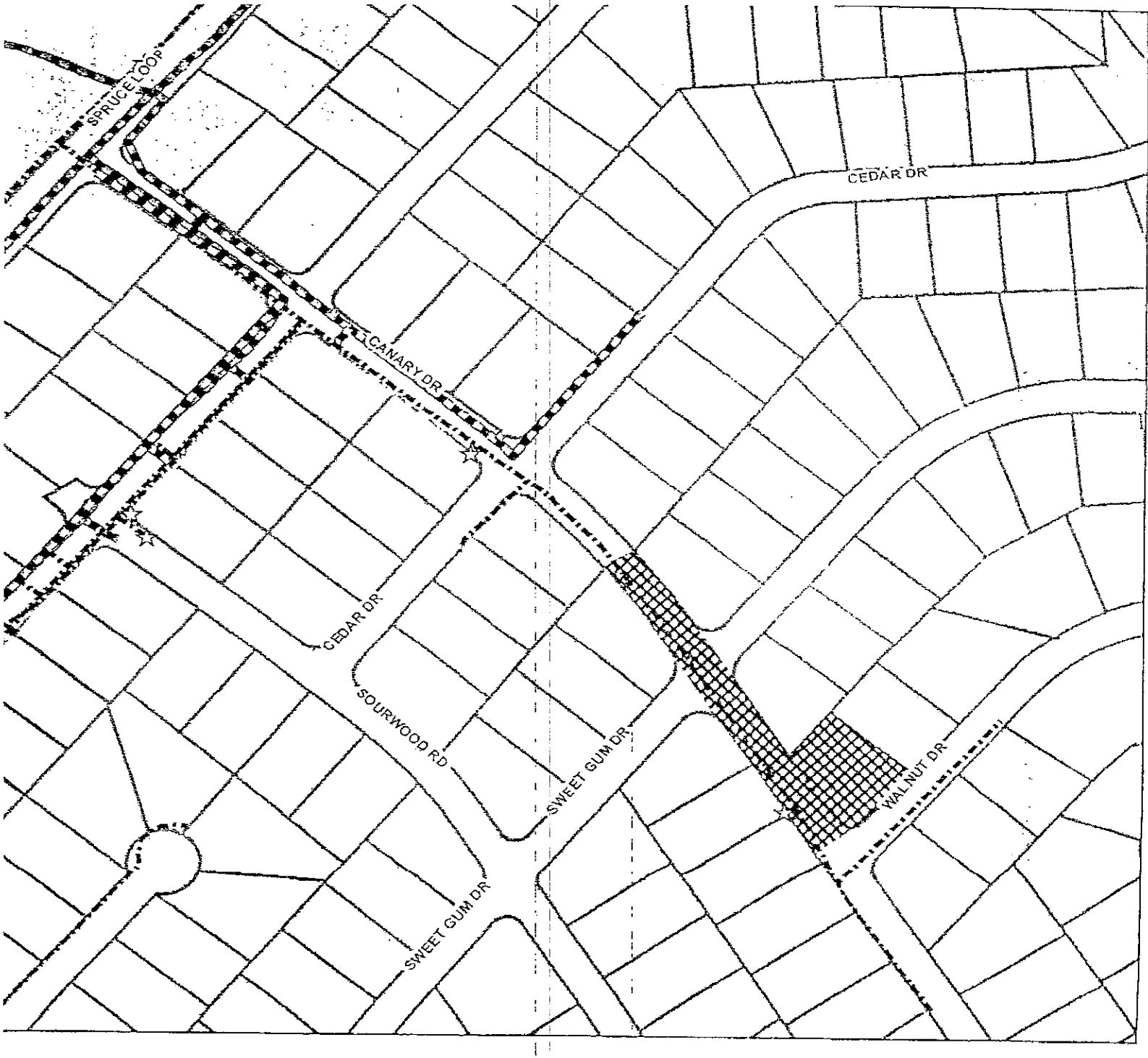
Councilmember

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Legend

- Fire Hydrands
- Water Lines
- Low Pressure Sewer
- Area to be Annexed
- Parcels
- City Limits

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TM 112L C 014.00
Annexation
2024

OFFICIAL SEAL OF THE CITY OF CROSSVILLE TENNESSEE
MOUNTAIN RESORTS
RECREATION

GIS / Planning
Engineering Dept.
City of Crossville
Tennessee
20240507

CITY OF CROSSVILLE
392 N. Main St.
Crossville, Tennessee 38555~4275
Tel (931) 456~5680
FAX (931) 484~7713

Office of The
City Clerk

July 10, 2024

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

Dear Mayor Foster:

Enclosed is a copy of an annexation resolution for the following area:

- Tax Map and Parcel 112 015.02

This resolution was effective immediately upon passage. Please share this with other County departments that might have an interest in the matter. I am directly furnishing copies to the Assessor of Property, Election Commission, and E-911.

Sincerely,

Baylee Rhea

Baylee Rhea
City Clerk

STATE OF TENNESSEE)
)
COUNTY OF CUMBERLAND)

I, Baylee Rhea, hereby certify that I am the duly qualified and acting Clerk of the City of Crossville, Tennessee and as such official, I further certify that attached hereto is a copy of a Resolution annexing 18.64 acres, on Spruce Loop, of record in Resolution Book 4, Pages 16-19; that I have compared said copy with the original record in my official custody; and that said copy is a true, correct and complete copy from said original record of said municipality.

Witness my official signature and seal of said municipality on this the 10th day of July, 2024.

Baylee Rhea
City Clerk

(SEAL)

RESOLUTION

A RESOLUTION TO ADJUST THE CORPORATE BOUNDARIES OF CROSSVILLE, TENNESSEE.

WHEREAS, it now appears that the prosperity of this city and of the territory herein described will be materially retarded and the safety and welfare of the future inhabitants and prosperity thereof endangered if such territory is not annexed; and

WHEREAS, the annexation of such territory is deemed necessary for the welfare of the future residents and property owners thereof and of this city as a whole;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROSSVILLE, TENNESSEE that:

SECTION I. The following described areas, lying the first Civil District of Cumberland County, Tennessee are hereby annexed into the corporate limits of Crossville, Tennessee:

Legal Description for the Annexation of Tax Map 112 015.02 with a portion of Spruce Loop

BEGINNING on a point at an iron rod at the current approximate city limits, said point being a common property corner of Tax Map 112 015.02 with a portion of Spruce Loop, also being the NE corner of Lot 1, as shown on the "Final Plat of Emerald Leaf Subdivision Phase II."

Then proceeding on a course of N35-15'-15"W, 387.00' to a RR Spike in rock, then on a course of S50°-44'-45"E, 155.37' to an iron rod at the NW ROW of Spruce Loop, then on a course of $39-38'-38"W, 544.06', along the NW ROW of Spruce Loop, to an iron rod, then on a course of N50°-21'-23", 156.00' to a nail set in rock, then on a course of $39-38'–37"W, 1843.86' to a point, then on a course of S32°-02'-11"W, 1292.33' to an iron rod, then on a course of S65-00'-06"E, 223.69' to an iron rod on the SE ROW of Spruce Loop, then on a course of N°32-02'-11"E, 1250.17', along the SE ROW of Spruce Loop, to a point, then on a course of N39-38'-37"E, 2373.16', along the SE ROW of Spruce Loop, to a point, then on a course of N°39–14'-57"E, 373.61, along the SE ROW of Spruce Loop, to a point, at the approximate intersection of the SE ROW of Spruce Loop and the NE ROW of Camellia Drive, this point also being the current approximate city limit, then on a course of N38-54'-06", 67.44', along the current approximate city limit, to an iron rod in the NE ROW of Spruce Loop, then on a course of N°50-44'-46", 155.34', along the current approximate city limit, said point being the BEGINNING.

Acreage: 18.62 (graphically calculated)
Approximately 4,000 feet of Spruce Loop, at its current condition, and the associated ROW (graphically measured)

POLICE
Routine police services, as provided on a regular basis in the rest of Crossville, will be available to the property upon effective date of annexation.

FIRE

Routine fire protection services, as provided in the rest of Crossville, will be available to the property upon effective date of annexation. The City Fire Department has a Class 3 rating.

WATER

City water lines are presently available to the annexation area at "outside-city" rates. Upon effective date of annexation, the "inside-city" rate would become effective. If in the future, the property was to be subdivided, extension of water lines and hydrants into the developing subdivision would be the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision regulations of Crossville Planning Commission.

SANITARY SEWER

City sewer collection lines are presently available to the annexation area. Upon effective date of annexation, the "inside-city" rate would become effective for taps and fees. If in the future, the property was to be subdivided, extension of sewer collection lines and manholes into a developing subdivision are the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision Regulations of the Crossville Planning Commission. Depending on the capacity needed by the development, a main line extension may be required at the cost of the developer.

REFUSE COLLECTION

Upon effective date of annexation, the same regular refuse collection services now provided within the municipality will be available for the annexed property.

STREETS

The annexed property fronts on Spruce Loop. Upon annexation, approximately 4,000-feet of Spruce Loop will be annexed in to the City limits at its current condition. This portion of Spruce Loop will be accepted as an official City street. Construction of new streets into a developing subdivision is the responsibility of the developer, in accordance with the Crossville Municipal Code and the Subdivision Regulations of the Crossville Planning Commission.

STREET LIGHTING

Installation of street lighting will be evaluated by the City of Crossville and provided to the area according to the City's standard extension polices already in place.

INSPECTION SERVICES

Following effective date of annexation, new structures constructed in the annexation area must comply with International Building, Residential, Existing Building, Property Maintenance, Accessibility, Energy Conservation, Fire, Life Safety, and Plumbing Codes and other codes adopted by the city, as well as obtain building and plumbing permits from the city and be inspected by the city's Building Inspector for compliance with the International Codes. Additions to and/or remodelings of existing structures must also obtain building and plumbing permits and meet International Codes. Other inspection services will be included upon effective date of annexation.

PLANNING AND ZONING

The annexation area is presently within the Crossville Planning Region, so the same regulations pertaining to subdivision of properties will apply following annexation. At this time Crossville has no zoning in effect.

STORMWATER
Following effective date of annexation, new parcels will comply with the City of Crossville's requirements and regulations regarding land disturbance activities. This will include obtaining a Land Disturbance Permit for activities that will disturb more than 4000 square feet and inspections of erosion protection and sediment control best management practices. These newly annexed properties will also be required to follow buffer zone requirements for streams as well as illicit discharge regulations. Existing structures may be required to improve stormwater control as described in the Stormwater Ordinance.

RECREATION
All present and future residents of Crossville are entitled to use any city recreational park.

SCHOOLS
The schools in Crossville and Cumberland County are part of the county-wide system.

ELECTRICITY
Electric services in Crossville are supplied by Volunteer Energy Cooperative.

NATURAL GAS
Natural gas service in Crossville is supplied by Middle Tennessee Gas Utility District.

OFF-PREMISE ADVERTISING SIGNS
There are currently no off-premise advertising signs located on this parcel. Any off-premises advertising signs in the future must be in compliance with all regulations contained in the Crossville Municipal Code.

ADOPTED, this 9 day of July, 2024.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Legend

- Fire Hydrands
- Water Lines
- Low Pressure Sewer
- Area to be Annexed
- Parcels
- City Limits

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Portion of TM 112 015.02 Annexation 2024

OFFICIAL SEAL OF THE CITY OF CROSSVILLE TENNESSEE MOUNTAIN RESORTS RECREATION

GIS / Planning
Engineering Dept.
City of Crossville
Tennessee
20240610

PLAN OF SERVICE

PETITION FOR ANNEXATION

LEGAL DESCRIPTION

Legal Description for the Annexation of Tax Map 112 015.02 with a portion of Spruce Loop

BEGINNING on a point at an iron rod at the current approximate city limits, said point being a common property corner of Tax Map 112 015.02 with a portion of Spruce Loop, also being the NE corner of Lot 1, as shown on the "Final Plat of Emerald Leaf Subdivision Phase II."

Then proceeding on a course of N35-15'-15"W, 387.00' to a RR Spike in rock, then on a course of S50°-44'-45"E, 155.37' to an iron rod at the NW ROW of Spruce Loop, then on a course of $39-38'-38"W, 544.06', along the NW ROW of Spruce Loop, to an iron rod, then on a course of N50°-21'-23", 156.00' to a nail set in rock, then on a course of $39-38'–37"W, 1843.86' to a point, then on a course of S32°-02'-11"W, 1292.33' to an iron rod, then on a course of S65-00'-06"E, 223.69' to an iron rod on the SE ROW of Spruce Loop, then on a course of N°32-02'-11"E, 1250.17', along the SE ROW of Spruce Loop, to a point, then on a course of N39-38'-37"E, 2 373.16', along the SE ROW of Spruce Loop, to a point, then on a course of N°39–14'-57"E, 373.61, along the SE ROW of Spruce Loop, to a point, at the approximate intersection of the SE ROW of Spruce Loop and the NE ROW of Camellia Drive, this point also being the current approximate city limit, then on a course of N38-54'-06", 67.44', along the current approximate city limit, to an iron rod in the NE ROW of Spruce Loop, then on a course of N°50-44'-46", 155.34', along the current approximate city limit, said point being the BEGINNING.

Acreage: 18.62 (graphically calculated)
Approximately 4,000 feet of Spruce Loop, at its current condition, and the associated ROW (graphically measured)

POLICE
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FIRE
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WATER
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with the Crossville Municipal Code and the Subdivision regulations of Crossville Planning Commission.

SANITARY SEWER

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REFUSE COLLECTION

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STREETS

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STREET LIGHTING

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INSPECTION SERVICES

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STORMWATER

Following effective date of annexation, new parcels will comply with the City of Crossville's requirements and regulations regarding land disturbance activities. This will

include obtaining a Land Disturbance Permit for activities that will disturb more than 4000 square feet and inspections of erosion protection and sediment control best management practices. These newly annexed properties will also be required to follow buffer zone requirements for streams as well as illicit discharge regulations. Existing structures may be required to improve stormwater control as described in the Stormwater Ordinance.

RECREATION
All present and future residents of Crossville are entitled to use any city recreational park.

SCHOOLS
The schools in Crossville and Cumberland County are part of the county-wide system.

ELECTRICITY
Electric services in Crossville are supplied by Volunteer Energy Cooperative.

NATURAL GAS
Natural gas service in Crossville is supplied by Middle Tennessee Gas Utility District.

OFF-PREMISE ADVERTISING SIGNS
There are currently no off-premise advertising signs located on this parcel. Any off-premises advertising signs in the future must be in compliance with all regulations contained in the Crossville Municipal Code.

REPORT FROM PLANNING COMMISSION:

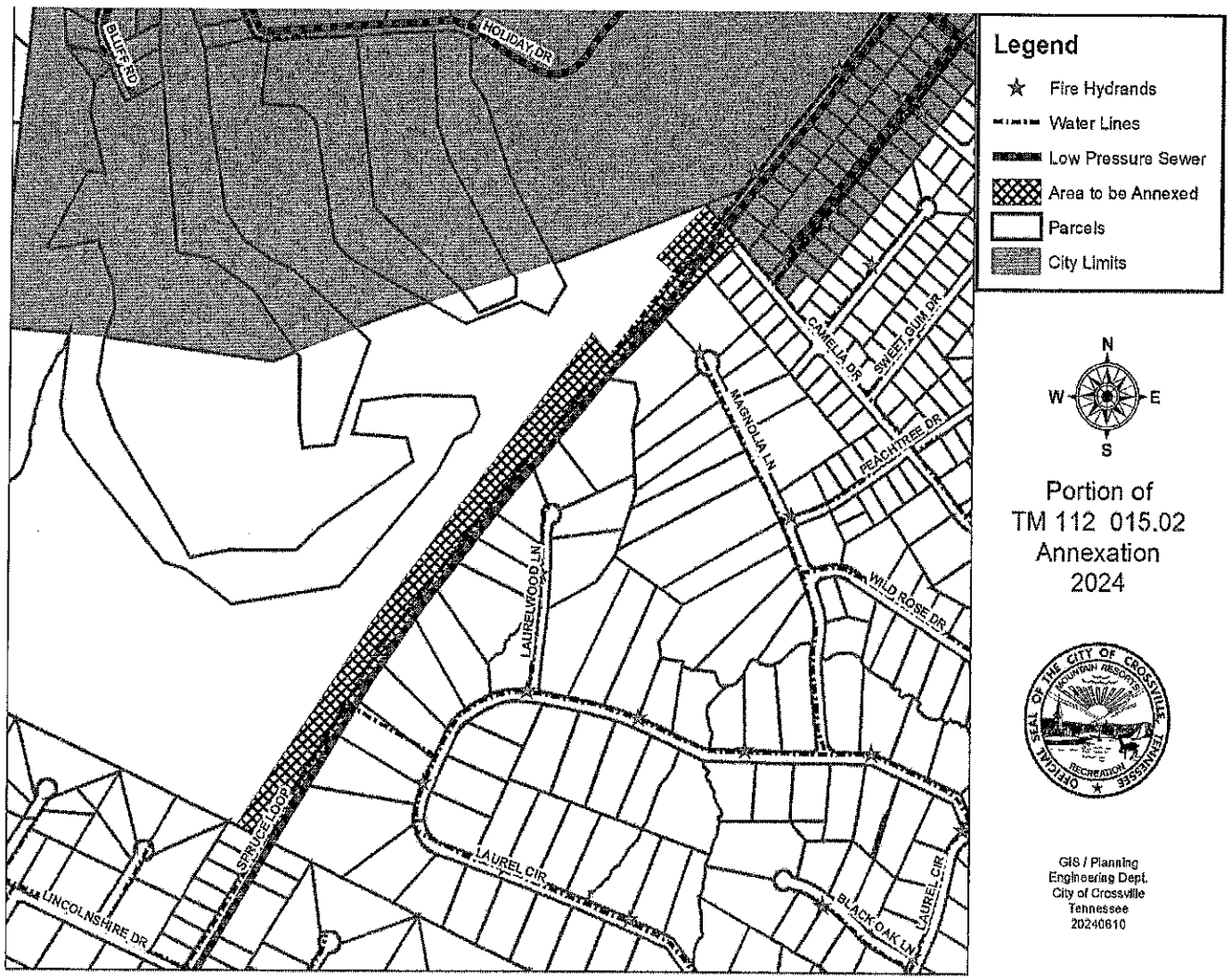
This Plan of Service has been reviewed and approved by the Crossville Regional Planning Commission on _____ (date).

_____
Planning Commission Chairman

NOTICE OF PUBLIC HEARING

Pursuant to T.C.A. §6-51-108(b), the City Council of the City of Crossville, Tennessee, will hold a Public Hearing on Tuesday, July 9, 2024, at 5:50 p.m. in the Crossville City Hall located at 392 N. Main St. regarding the proposed annexation and plan of service for 18.62 acres, Tax Map 112 015.02.

Copies of the annexation Plan of Service can be reviewed in the City Clerk's Office at 392 N. Main St., Cumberland County Mayor's Office at the Cumberland County Courthouse, and the office of Randall York, Attorney at Law, 46 N Jefferson Ave, Cookeville, during all business hours. Property owners in the affected area, as well as interested citizens, are invited to attend and make comments regarding this report.



Baylee Rhea
City Clerk

Publish Date: 06/21/24

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

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

Cumberland County Board of Commissioners

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

August 7, 2024

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

FROM: Nancy Hyder—Health and Safety Standards Chair

The Health and Safety Standards Board will be meeting on Wednesday, August 14, 2024 at 1 pm in the Plateau Conference Room at the Art Circle Public Library (The Plateau Room is located across the hall from the Cumberland Room)

AGENDA

a) Call to Order
b) Approval of Minutes
c) Opportunity for Public Comment
d) Updates:
   - Oswego Road (3326)
   - Glory Loop
e) New Business, if any
f) Old Business, if any
g) Adjournment

HEALTH AND SAFETY STANDARDS BOARD:
Nancy Hyder, *Chair,* 2nd district
Tom Isham, 2nd district
Craig Clark, *Vice-Chair*
Sheryl Webb
Richard Bringenberg

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

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

Cumberland County Board of Commissioners

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

August 8, 2024

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

FROM: Terry Lowe—Regional Planning Commission Subcommittee Chair

The Subcommittee on Regional Planning will be meeting on Thursday, August 15, 2024 at 4 pm in the Plateau Conference Room of the Art Circle Public Library. (The Plateau Room is across the hall from the Cumberland Room)

AGENDA

1. Call to Order
2. Approval of Minutes
3. Public Comment Opportunity
4. 1992 Road Construction Standards
5. Old Business, if any
6. New Business, if any
7. Adjournment

SUBCOMMITTEE MEMBERS:
Stanley Hall, Road Superintendent
Darrell Threet, 3rd District
Terry Lowe, 5th District, *Chair*
Wendell Wilson, 6th District
John Stubbs, Planning Commission
Linda Clark, Planning Commission, *Vice-Chair*
John Wedgworth, Planning Commission
Kelli Tipton Buchannon, Planning Commission

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

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

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS

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

TO: County Commissioners, County Mayor, County Clerk, Media
FROM: Deborah Holbrook – Delinquent Tax Committee Chair

The Delinquent Tax Committee will be meeting on Monday, August 19, 2024 at 5:00 pm in Plateau Conference Room (Rm 130) of the Art Circle Public Library.

AGENDA

1. Call to Order
2. Approval of May Minutes
3. Public Comment
4. Tony Parham – 2124 Buffalo Dr./150P G 43.00
5. Kevin & Laura Couillard – 7032 Ute Lane/162A L 15.00 (COUNTERBID)
   7021 Ute Lane/162A M 33.00
6. Personality Design – 406 St. George Dr/90G E 20.00
7. Rodney & Mary Ann Williams – 414 St. George Dr/90G E 24.00
8. Betzabe Navarro – 20 Yorkshire Terrace/78O A 11.00
   306 Bainbridge Rd/78O E 9.00
   124 Devon Rd/89E A 5.00
   142 Devon Rd/89E A 14.00
9. National Premier Properties – 105 Chica Ct/150O D 2.00
   7017 Peoto Lane/150O E 21.00
   1022 Chanute Trail/161B A 11.00
   1102 Chanute Trail/161B A 30.00
   1130 Chanute Trail/161G B 7.00
   1134 Chanute Trail/161G B 9.00
   1176 Chanute Trail/161G B 30.00
   923 Paola Dr/161B C 25.00
   6119 Seneca Trail/161B E 4.00
   116 Kachina Lane/161B F 9.00
   1051 Yucatan Lane/161G L 3.00
   1045 Yucatan Lane/161G C 6.00

6024 Tomahawk Dr/162B B 3.00
422 Wahoo Dr/162B B 16.00
2055 Tecumseh Lane/162B C 22.00
5039 Broken Bow Dr/162B D 48.00
5013 Broken Bow Dr/162B D 60.00
5003 Broken Bow Dr/162B D 64.00
5048 Broken Bow Dr/162B F 10.00

10. Old Business

11. New Business

12. Adjournment

DELINQUENT TAX COMMITTEE MEMBERS:

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

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
1760 South Main Street Crossville, Tennessee 38555

FIRST DISTRICT	FOURTH DISTRICT	SEVENTH DISTRICT
Dewey Walker	David Gibson	Mark Baldwin
Sue Ann York	Charle Seiber	Jerry Cooper
SECOND DISTRICT	FIFTH DISTRICT	EIGHTH DISTRICT
Tom Isham	Jack Davis	Greg Maxwell
Nancy Hyder	Terry Lowe	Deborah Holbrook
THIRD DISTRICT	SIXTH DISTRICT	NINTH DISTRICT
Rebecca Stone	Joseph Sherrill	Colleen Mall
Darrell Threet	Wendell Wilson	John Patterson

Beer Board Meeting Agenda

DATE: August 9, 2024
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, August 19, 2024 at 5:30 o'clock PM at the Cumberland County Courthouse in the Small Courtroom**

AGENDA

1. Call to Order
2. Comments by General Public
3. Approval of Minutes: July 15, 2024 Beer Board Minutes
4. New Business:

    1) Komal Patel
    Rebar
    3405 Pomona Road
    Crossville, TN 38571
    ON & OFF PREMISES PERMIT

    2) Gwen Gill
    Pandora's Resort
    80 Timberline Road
    Crossville, TN 38571
    ON PREMISES PERMIT

5. Other Business
6. Adjournment

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