

Jule Bryson
CUMBERLAND COUNTY CLERK

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

September 5, 2025

TO: Cumberland County Commission, County Mayor, and News Media
FROM: Jule Bryson, Cumberland County Clerk
SUBJECT: Monday, September 15, 2025
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, September 15, 2025.

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.

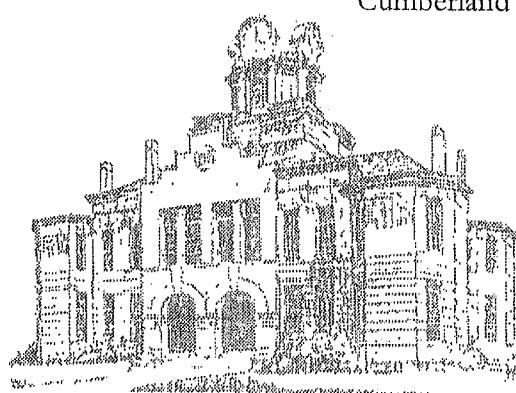
THIS PUBLIC NOTICE IS GIVEN pursuant to Title 8, Chapter 44, Part 1, *Tennessee Code Annotated* and other pertinent requirements of the County.

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 AMENDED AGENDA

**Monday, September 15, 2025
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 Cumberland County Commission Meeting Agenda
6. Approval of August 12, 2025 Cumberland County Commission Special Session Minutes
7. Approval of August 18, 2025 Cumberland County Commission Meeting Minutes
8. Special recognitions, memorials, etc.
9. Comments by the General Public
10. Unfinished Business
11. New Business:

RESOLUTION 09-2025-1 – TO APPOINT MEMBERS TO THE AUDIT COMMITTEE (FOSTER)

RESOLUTION 09-2025-2 – TO APPOINT MEMBERS TO THE ETHICS COMMITTEE (FOSTER)

**RESOLUTION 09-2025-3 – TO APPOINT MEMBERS TO THE FINANCIAL
MANAGEMENT/PURCHASING COMMITTEE (FOSTER)**

**RESOLUTION 09-2025-4 – AMENDING THE CUMBERLAND COUNTY REGIONAL PLANNING
COMMISSION SUBDIVISION REGULATIONS BY ADDING FEES ASSOCIATED WITH
PLAT APPLICATIONS AND OTHER REQUESTS (SHERRILL)**

**RESOLUTION 09-2025-5 – TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE
BY THE CLERK OF EVERY COURT IN CUMBERLAND COUNTY HAVING
JURISDICTION OF STATE MISDEMEANORS AND FELONIES FRO THE PURPOSES
AUTHORIZED AND SET OUT IN TENN. CODE ANN 40-3-106 (GIBSON)**

**RESOLUTION 09-2025-6 – GENERAL FUND, BUDGET AMENDMENT, SHERIFF – JAIL
(ISHAM)**

**RESOLUTION 09-2025-7 – GENERAL FUND, BUDGET AMENDMENT, SHERIFF'S
DEPARTMENT (HOLBROOK)**

**RESOLUTION 09-2025-8 - GENERAL FUND, BUDGET AMENDMENT, COUNTY COMMISSION
(THREET)**

**RESOLUTION 09-2025-9 – TO AMEND RESOLUTION 09-2022-8 ADOPTED ON SEPTEMBER 9,
2022 TO REVISE THE CONSTRUCTION ALLOCATIONS FOR TDEC AMERICAN
RESCUE PLAN ACT PROJECTS (MALL)**

**RESOLUTION 09-2025-10 – AUTHORIZING THE ISSUANCE OF INTEREST-BEARING
GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF CUMBERLAND COUNTY
TENNESSEE (THREET)**

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AMENDED AGENDA

**RESOLUTION 09-2025-11 – RECRUITMENT AND RETENTION GRANT, BUDGET
AMENDMENT (MALL)**

**RESOLUTION 09-2025-12 – FEDERAL PROGRAM SCHOOL FUND, MCKINNEY VENTO GRANT
ORIGINAL BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-13 – RECRUITMENT AND RETENTION GRANT, BUDGET
AMENDMENT (MALL)**

**RESOLUTION 09-2025-14 – GENERAL PROGRAM SCHOOL FUND, PUBLIC SCHOOL
SECURITY GRANT, BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-15 – SPECIAL EDUCATION STATE PROGRAM SCHOOL FUND,
PRESCHOOL GRANT, BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-16 – GENERAL PROGRAM SCHOOL FUND, TEACHER BONUSES,
BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-17 – PERKINS RESERVE CONSOLIDATED FEDERAL FUND, INDUSTRY
CERTIFICATIONS, BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-18 – PERKINS FEDERAL FUND, INSTRUCTIONAL SUPPLIES AND
MATERIALS, BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-19 – STATE/FEDERAL GRANT: GEAR UP, INCREASE SALARIES,
SUPPLIES AND PROFESSIONAL DEVELOPMENT, BUDGET AMENDMENT (MALL)**

**RESOLUTION 09-2025-20 – AUTHORIZING CUMBERLAND COUNTY TO JOIN THE STATE OF
TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING TH TENNESSEE
STATE SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE
RELATED SETTLEMENTS AGREEMENTS (MALL)**

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

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

August 12, 2025 Special Call Session Meeting Minutes

Be it remembered that the Cumberland County Commission met in special call session on Tuesday, August 12, 2025 at the Art Circle Public Library in Crossville, Tennessee. Cumberland County Sheriff Casey Cox called the meeting to order immediately following the Budget Committee meeting. Present and presiding was Commission Chairman Mayor Allen Foster who asked commissioner Jerry Cooper to deliver the invocation. Chairman Foster 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, Library Director James Houston and General Sessions Judge Amanda Worley and the following County Commissioners:

Wiley Potter	Sue Ann York
Tom Isham	Nancy Hyder
Karen Shanks	Darrell Threet
David Gibson	Charles Seiber
Jack Davis	Terry Lowe
Wendell Wilson	Joseph Sherrill
Mark Baldwin	Jerry Cooper
Greg Maxwell	Deborah Holbrook (ABSENT)
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 AUGUST 12, 2025 COMMISSION SPECIAL CALL SESSION AGENDA:

On motion of Commissioner Hyder, second by Commissioner York moved to approve the agenda of the August 12, 2025 Cumberland County Commission special call session.

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

NEW BUSINESS:

2. RESOLUTION 08-12-2025-1 – FIXING THE TAX LEVY IN CUMBERLAND COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2025:

On motion of Commissioner Gibson, second by Commissioner Mall, moved to adopt resolution 08-12-2025-1.

The motion to adopt 08-12-2025-1, to approve fixing the tax levy in Cumberland County for the fiscal year beginning July 1, 2025 General fund \$0.7456, Solid Waste/Sanitation \$0.1238, General Purpose School \$0.0825 and General Dept Service \$0.1831. Total combined property tax rate of \$1.1350, carried by a unanimous roll call vote from the commission present.

3. RESOLUTION 08-12-2025-2 – TO APPROVE AND ADOPT AN UPDATED PAY SCALE & CLASSIFICATION SCHEDULE:

On motion of Commissioner Patterson, second by Commissioner Threet, moved to adopt resolution 08-12-2025-2.

The motion to adopt 08-12-2025-2, to approve adopting an updated pay scale and classification schedule, carried by a unanimous roll call vote from the commission present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

August 12, 2025 Special Call Session Meeting Minutes

4. RESOLUTION 08-12-2025-3 – MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF CUMBERLAND COUNTY, TENNESSEE, FOR THE YEAR BEGINNING JULY 1, 2025 AND ENDING JULY 30, 2026:

On motion of Commissioner York, second by Commissioner Baldwin, moved to adopt resolution 08-12-2025-3.

The motion to adopt 08-12-2025-3, making appropriations for the various funds, departments, institutions, offices and agency of Cumberland County, Tennessee, for the year beginning July 1, 2025 and ending June 30, 2026, carried by a vote of 15 yays and 2 nays from Commissioners Isham and Seiber.

5. RESOLUTION 08-12-2025-4 – APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATIONS OF CUMBERLAND COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026:

On motion of Commissioner Cooper, second by Commissioner Sherrill moved to adopt resolution 08-12-2025-4.

The motion to adopt 08-12-2025-4, making appropriations to non-profit charitable organizations of Cumberland County, Tennessee for the year beginning July 1, 2025 and ending June 30, 2026, carried by a unanimous roll call vote from the commissioners present.

6. RESOLUTION 08-12-2025-5 – ELECTION COMMISSION, ELECTION OFFICIALS COMPENSATION:

On motion of Commissioner Wilson, second by Commissioner Hyder moved to adopt resolution 08-12-2025-5.

The motion to adopt 08-12-2025-5, revising the rate of compensation for election officials, carried by a unanimous roll call vote from the commissioners present.

7. RESOLUTION 08-12-2025-6 – DESIGNATING FUNDS TO THE HIGHWAY DEPARTMENT AS A SINGLE OCCURRING CONTRIBUTION :

On motion of Commissioner Maxwell, second by Commissioner Mall moved to adopt resolution 08-12-2025-6.

The motion to adopt 08-12-2025-6, making a one-time transfer from the special purpose fund (121) to the county highway capital projects fund (176), carried by a unanimous roll call vote from the commissioners present.

8. ADJOURNMENT:

On motion of Commissioner Sherrill, second by Commissioner Maxwell moved the August 12, 2025 commission meeting to be adjourned at 4:46 P.M.

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

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF SEPTEMBER 2025.

Allen Foster, County Mayor
Chairman, Cumberland County
Commission

Jule Bryson
Cumberland County Clerk

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

August 18, 2025 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, August 18, 2025 at the Art Circle Public Library in Crossville, Tennessee. Cumberland County Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman Mayor Allen Foster who asked Ralph Reagan from Bread of Life to deliver the invocation. Chairman 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, and Library Director James Houston and the following County Commissioners:

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

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

1. APPROVAL OF THE AUGUST 18, 2025 COMMISSION MEETING AGENDA:

On motion of Commissioner Hyder, second by Commissioner Shanks moved to approve the agenda of the August 18, 2025 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 JULY 21, 2025 CUMBERLAND COUNTY COMMISSION MONTHLY MEETING:

On motion of Commissioner York, second by Commissioner Gibson moved to approve the June 16, 2025 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.

PUBLIC COMMENTS:

Howard Burnett, 553 Gardens Drive spoke regarding the sovereignty of the State of Tennessee.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

August 18, 2025 Monthly Meeting Minutes

NEW BUSINESS:

3. RESOLUTION 08-2025-1 – TO APPOINT MEMBERS TO THE CROSSVILLE-CUMBERLAND COUNTY CONVENTION AND VISITORS' BUREAU:

On motion of Commissioner Cooper, second by Commissioner Mall, moved to adopt resolution 08-2025-1.

The motion to adopt 08-2025-1, reappointing Valorie Douglas and Christy Dolinich to the Crossville-Cumberland Convention and Visitors' Bureau with terms expiring August 31, 2028, carried by a unanimous voice vote.

4. RESOLUTION 08-2025-2 – TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY “E-911” EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS:

On motion of Commissioner Maxwell, second by Commissioner Gibson, moved to adopt resolution 08-2025-2.

The motion to adopt 08-2025-2, reappointing Casey Cox and Gary Adams to the Cumberland County “E911” Emergency Communications District Board of Directors with terms expiring August 29, 2029, carried by unanimous voice vote.

5. RESOLUTION 08-2025-3 – TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY REGIONAL PLANNING COMMISSION:

On motion of Commissioner Hyder, second by Commissioner Mall, moved to adopt resolution 08-2025-3.

The motion to adopt 08-2025-3, reappointing John Stubbs to the Cumberland County Regional Planning Commission with term expiring August 31, 2029, carried by unanimous voice vote.

6. RESOLUTION 08-2025-4 – TO APPOINT TWO (2) JUDICIAL COMMISSIONERS FOR CUMBERLAND COUNTY, TENNESSEE:

On motion of Commissioner Gibson, second by Commissioner Baldwin, moved to adopt resolution 08-2025-4.

The motion to adopt 08-2025-4, appoint Michaela Smith as a Judicial Commissioner for a two (2) year term and appoint Joseph Moody as a Judicial Commissioner for a six (6) month term, carried by unanimous voice vote.

7. RESOLUTION 08-2025-5 – TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY LIBRARY BOARD:

On motion of Commissioner Mall, second by Commissioner Cooper, moved to adopt resolution 08-2025-5.

The motion to adopt 08-2025-5, appointing Linda Weis to fill the remaining term of Kaye Randolph to expire June 30, 2027, carried by unanimous voice vote.

8. RESOLUTION 08-2025-6 – ADOPTING A SPEED LIMIT ON BRECKENRIDGE DRIVE:

On motion of Commissioner Hyder, second by Commissioner Cooper, moved to adopt resolution 08-2025-6.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

August 18, 2025 Monthly Meeting Minutes

The motion to adopt 08-2025-6, adopting a 35 MPH speed limit on Breckenridge Drive affected and enforced after signage is installed, carried by unanimous roll call vote from the commission present.

9. RESOLUTION 08-2025-7 - ACCEPTING AND EXECUTING THE NEW ACT AMENDING TENNESSEE CODE ANNOTATED TITLE 67, CHAPTER 7, PART 2, RELATIVE TO THE MINERAL SEVERANCE TAX:

On motion of Commissioner Wilson, second by Commissioner Mall, moved to adopt resolution 08-2025-7.

The motion to adopt 08-2025-7, establish and impose a mineral severance tax on the severed sand, gravel, sandstone, chert and limestone with the county, ensuring that the ta rate set does not exceed the statutory maximum, failed by a vote of eight (8) ayes from commissioner Potter, York, Hyder, Shanks, Threet, Wilson, Maxwell, Mall and seven (7) nays from commissioner Isham, Gibson, Seiber, Davis, Seiber, Davis Lowe, Baldwin and Cooper.

10. AMENDING THE CUMBERLAND COUNTY REGIONAL PLANNING COMMISSIONS SUBDIVISION REGULATIONS BY ADDING FEES ASSOCIATED WITH PLAT APPLICATIONS AND OTHER REQUESTS:

On motion of Commissioner York, second by Commissioner Wilson, moved to adopt resolution 08-2025-8.

The motion to adopt 08-2025-8, adding fees associated with plat submissions and other requests must be paid at the time of the submission or requested being made, failed by a vote of seven (7) ayes from commissioners York, Hyder, Shanks, Threet, Wilson, Maxwell, Mall and eight (8) nays from commissioners Potter, Isham, Gibson, Seiber, Davis, Lowe, Baldwin and Cooper.

COUNTY FINANCE DIRECTOR REPORT:

Finance Director Jennifer Turner stated the finance department is currently still in the closeout of the previous year's records and have no new numbers to report.

COUNTY ATTORNEY REPORT:

Attorney Philip Burnett reported one (1) lawsuit being filed in July. This case is involving an inmate allegations claiming the jail is unsafe for this particular inmate.

15. ELECTION OF NOTARIES:

On motion of Commissioner Maxwell, second by Commissioner Cooper, moved to elect Nathan R. Campbell, Melissa Cook, Linda L. Cox, Patty Gibson, Sue Hopper, E.J. Lewis Jr, Gerri Norris, Pamela L. Shields, Virginia Spivey, April Ward, and Courtney Wells notaries public for the State of Tennessee.

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

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING
August 18, 2025 Monthly Meeting Minutes

16. ADJOURNMENT:

On motion of Commissioner Gibson, second by Commissioner Threet moved the August 18, 2025 commission meeting to be adjourned at 6:17 P.M.

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

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF SEPTEMBER 2025.

**Allen Foster, County Mayor
Chairman, Cumberland County
Commission**

**Jule Bryson
Cumberland County Clerk**

A RESOLUTION TO APPOINT MEMBERS TO THE AUDIT COMMITTEE

WHEREAS, Tennessee Code Annotated (T.C.A.) Section 9-3-405, encourages county governments to establish an independent Audit Committee; and

WHEREAS, the Cumberland County Commission approved Resolution Number 04-2011-13 creating a new Standing Committee called the Audit Committee; and

WHEREAS, the duties and responsibilities of the Audit Committee are:

- (a) To carefully review, upon completion of the county's annual audit, all audit findings in the audit report and consult with the external auditors regarding any irregularities and deficiencies disclosed in the annual audit. The Audit Committee is empowered to meet with management to discuss audit findings and/or disagreements with external auditors. The committee should satisfy itself that appropriate and timely corrective action has been taken by management to remedy any identified weaknesses. The committee should determine what corrective action, if any, should be recommended to the County Commission.
- (b) To consider the effectiveness of the internal control system, including information technology security and control, review the effectiveness of the system for monitoring compliance with the laws and regulations, and review the process for communicating the county's ethics policies to county personnel and monitoring compliance therewith.
- (c) To establish a process by which employees, taxpayers, or other citizens may confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions by T.C.A. Section 9-3-406.
- (d) To annually present a written committee report detailing how it discharged its duties and any committee recommendations to the full County Commission; and

WHEREAS, there are expiring terms on the Cumberland County Audit Committee.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session this 15th day of September, 2025, that **Margie Taylor** be appointed and **Kim Tabor** will be reappointed to the Cumberland County Audit Committee for a two-year term.

Adopted this 15th day of September, 2025.

SPONSOR:



COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

A RESOLUTION TO APPOINT MEMBERS TO THE ETHICS COMMITTEE

WHEREAS, the Cumberland County Commission adopted an Ethics Committee June 18, 2007; and

WHEREAS, the Ethics Committee shall investigate any credible complaint against an official or employee charging any violation of this code of Ethics, or may undertake an investigation on its own initiative when it acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the committee's judgment, constitutes a violation of this Code of Ethics.

WHEREAS, the County Ethics Committee is a Statutory Board consisting of five (5) members nominated for one-year terms by the County Mayor with appointment by the County Legislative body, to be appointed each year at the same time as eternal committees of the County legislative body; and

WHEREAS, one member of the committee shall be a member of the county legislative body; one member shall be a county employee; one member shall be a member of the board of education; one member shall be an employee or member of the board of a utility district; and one member shall be a member of the general public who is not covered by this Code of Ethics; and

WHEREAS, the terms of all the members of the Ethics Committee have expired; and

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session on September 15, 2025, appoint the following people to the Ethics Committee for terms expiring September 30, 2026:

Deborah Holbrook	County Legislative Body Member	Term Expires 9/30/2026
Chris King	Board of Education Member	Term Expires 9/30/2026
George Harrison	Employee or Utility District Board Member	Term Expires 9/30/2026
Valorie Douglas	General Public Member	Term Expires 9/30/2026
Josh Selby	County Employee Member	Term Expires 9/30/2026

Adopted this 15th day of September, 2025

SPONSOR:



COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**RESOLUTION TO APPOINT MEMBERS TO THE FINANCIAL
MANAGEMENT/ PURCHASING COMMITTEE**

WHEREAS, Cumberland County operates under the County Financial Management System of 1981 as authorized under Tennessee Code Annotated; and

WHEREAS, the act provides under T.C.A. 5-21-105 that the county legislative body may authorize the Financial Management Committee to assume the functions of a purchasing committee; and

WHEREAS, The County Financial Management Committee consists of the County Mayor, Road Superintendent, Director of Schools, and four (4) members elected by the Commission for a one (1) year term.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in regular session this 15th day of September, 2025, do hereby appoint the following members to the Financial Management Committee:

Nancy Hyder, 2nd District Commissioner
Charles Seiber, 4th District Commissioner
Jack Davis, 5th District Commissioner
John Patterson 9th District Commissioner

Term expires: August 31, 2026
Term expires: August 31, 2026
Term expires: August 31, 2026
Term expires: August 31, 2026

Adopted this 15th day of September, 2025.

SPONSOR:

Allen Post
County Mayor

APPROVED:

County Mayor

ATTEST:

County Clerk

**A RESOLUTION AMENDING THE CUMBERLAND COUNTY REGIONAL PLANNING
COMMISSION SUBDIVISION REGULATIONS BY ADDING FEES ASSOCIATED WITH
PLAT APPLICATIONS AND OTHER REQUESTS**

WHEREAS, there are significant costs involved with investigating preliminary plat submissions, final plat submissions, variance requests, new road requests, and other requests associated with decisions to be made by the Cumberland County Regional Planning Commission (hereinafter “Planning Commission”); and,

WHEREAS, currently, neither the County nor the Planning Commission charge fees to help offset those costs; and,

WHEREAS, the Planning Commission has investigated counties in the surrounding area and most of these counties charge fees associated with the work of their Planning Commission; and,

WHEREAS, pursuant to T.C.A. § 13-3-403, the Planning Commission held a public hearing on July 17, 2025, regarding the amendment of the Subdivision Regulations; and,

WHEREAS, subsequent to the public hearing where no opposition was voiced, the Planning Commission voted unanimously to adopt a fee schedule and amend the Subdivision Regulations pertaining thereto; and,

WHEREAS, the fee schedule was also reviewed and approved by the Cumberland County Environmental Committee on August 4, 2025.

NOW, THEREFORE, BE IT RESOLVED, BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS as follows:

1. The Cumberland County Regional Planning Commission Subdivision Regulations shall be amended by adding a subsection E. under ARTICLE II titled “Fees Associated with Plat Applications and Other Requests.”
2. The Cumberland County Regional Planning Commission Subdivision Regulations shall be amended by adding language under the new subsection E. that read as follows: “Fees associated with plat submissions and other requests must be paid at the time of the submission or request being made. Payment of fees for plat submissions or variance requests do not guarantee acceptance or approval of the proposed plat or variance. Said fees are set out in APPENDIX G of this document.”
3. An APPENDIX G shall be added to the Subdivision Regulations with the following fees listed:
 - Preliminary Plat Fee: \$100.00 with an additional \$25.00 paid per lot
 - Final Plat Approval: \$100.00
 - Variance Request Fee: \$50.00 per variance

- Request to Place Roadway on the Cumberland County Official Road List:

\$300.00 per request (The Cumberland County Planning Commission has authority to reduce or waive the New Road Request for extenuating circumstances.)

*Payment of fees for plat submissions or variance requests do not guarantee acceptance or approval of the proposed plat or variance.

Adopted this 15th day of September, 2025.

SPONSOR:



COUNTY COMMISSIONER

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**RESOLUTION TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE
BY THE CLERK OF EVERY COURT IN CUMBERLAND COUNTY HAVING
JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE
PURPOSES AUTHORIZED AND SET OUT IN *TENN. CODE ANN. § 40-3-106***

WHEREAS, as authorized by *Tenn. Code Ann. § 40-14-210*, this county commission has previously approved and implemented a twelve dollar and fifty cent (\$12.50) cost to be added to the cost bill and be collected in all criminal proceedings for the benefit and use of the district public defender's office, and

WHEREAS, the Tennessee General Assembly has recently enacted similar legislation for the benefit of the District Attorney General, and

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, *Tenn. Code Ann. § 40-3-106* makes it the duty of the Circuit Court Clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within the 13th Judicial District. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under *Tenn. Code Ann. § 40-3-106* the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and

WHEREAS, the county legislative body in CUMBERLAND County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of CUMBERLAND County, Tennessee, meeting in regular session at Crossville, Tennessee, on this 15th day of September, 2025, that:

SECTION 1. The Circuit Court Clerk of in Cumberland County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing

supplemental funding for the office of the district attorney general in the 13th Judicial District. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

SECTION 2. All costs collected by CUMBERLAND County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for the 13th Judicial District;

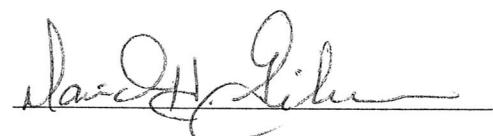
SECTION 3. CUMBERLAND County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Cumberland County under this Resolution are supplemental and in addition to any funds received under *Tenn. Code Ann. § 40-3-106* or under title 8, chapter 7 of the Tennessee Code Annotated, relative to district attorneys general;

SECTION 4. In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by *Tenn. Code Ann. § 40-24-107* is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax; and

SECTION 5. This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

ADOPTED this 15th day of September, 2025 by a two-thirds (2/3) vote of the Cumberland County legislative body.

APPROVED:



Sponsor

Allen Foster, County Mayor

ATTEST:

Jule Bryson, County Clerk

Cumberland County, Tennessee

General Fund

To the Cumberland County Commission meeting in regular session this 15th day of September, 2025:

Whereas, the Cumberland County Sheriff previously entered into a contract with the State of Tennessee for litter removal from state roads and Interstate 40, and

Whereas, the Sheriff presented the program to the full County Commission and received approval to implement the program, and

Whereas, the Sheriff is desirous to make improvements to the Repeater to improve better communication for the radio system with in the Justice Center.

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

SHERIFF - JAIL

Decrease Fund Balance:

101-39000	Unassigned Fund Balance	\$11,437.00
-----------	-------------------------	-------------

Increase Expenditures:

101-54210-708	Communication Equipment	\$11,437.00
---------------	-------------------------	-------------

Sponsor: Don Johnson
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 1 Nays: 0 Abstain: 0

Resolution # 09-2025-7

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 15th day of September, 2025:

Whereas, the Sheriff's Department has received additional funding from the State of Tennessee, and

Whereas, this is a payment made by the recruitment and retention grant.

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

SHERIFF'S DEPARTMENT

Increase Revenue:

101-46210	Law Enforcement Training Programs	\$ 12,000.00
-----------	--------------------------------------	--------------

Increase Expenditures:

101-54110-140	Salary Supplements	\$ 12,000.00
---------------	--------------------	--------------

Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 1 Nays: 0 Abstain: 0

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 16th day of December, 2024:

Whereas, the Cumberland County received a Brownfield Redevelopment Area Grant (BRAG), and:

Whereas, the additional funding will conduct phase I and phase II environmental site assessments at the old County Garage Road property for any possible contamination that could render the property useless in the future, and

Whereas, during the preparation of the FY 25-26 budget, the remainder of the grant was not carried over.

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

**General Fund
County Commission**

Decrease:

101-39000	Unassigned Fund Balance	\$54,563.00
-----------	-------------------------	-------------

Increase Expenditures:

101-51100-724	Site Development	\$54,563.00
---------------	------------------	-------------

Sponsor: Darell S. Street
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

RESOLUTION NO. 09-2025-9

A RESOLUTION TO AMEND RESOLUTION NO. 09-2022-8 ADOPTED ON SEPTEMBER 9, 2022, TO
REVISE THE CONSTRUCTION ALLOCATIONS FOR TDEC AMERICAN RESCUE PLAN ACT
PROJECTS

WHEREAS, the Cumberland County Commission previously adopted Resolution No. 09-2022-8 on September 9, 2022, to approve the budget for four projects funded under the Tennessee Department of Environment and Conservation's American Rescue Plan Act program; and

WHEREAS, the County has determined that revisions are necessary to move additional funds between construction line items in order to meet project needs; and

WHEREAS, these adjustments affect the total amounts allocated to construction within the utility district projects while all other line items remain unchanged; and

WHEREAS, Cumberland County was awarded \$4,918,007.50 in the construction and has agreed to pay the required \$1,125,606.00 construction match remains unchanged; and

WHEREAS, it is in the best interest of Cumberland County to amend Resolution No. 09-2022-8 to reflect these revised project totals.

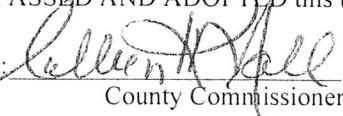
NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Commission that:

1. The budget adopted in Resolution No. 09-2022-8 is hereby amended as follows:

Project	Original Construction Allocation w/match	Revised Construction Allocation w/match	Difference
SCUD	\$3,059,730.00	\$3,893,395.00	+\$833,665.00
WCUD	\$883,151.00	\$1,694,082.00	+\$810,931.00
Grandview	\$356,787.00	\$446,025.00	+\$89,238.00
COUD	\$1,390,773.00	\$0.00	(\$1,390,773.00)
Total Construction	\$6,043,613.00	\$6,033,502.00	—

2. All other line items approved in Resolution No. 09-2022-8 shall remain unchanged.
3. Any additional overages will be the responsibility of the associated utility district.
4. This resolution shall become effective immediately upon passage, the public welfare requiring it.

DULY PASSED AND ADOPTED this the 15th day of September, 2025, the public welfare requiring it.

Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 1 Nays: 0 Abstain: 0

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 EIGHT HUNDRED SEVENTEEN THOUSAND SIX HUNDRED THIRTY AND NO/100 DOLLARS (\$2,817,630); 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 \$2,817,630 in aggregate principal amount of capital outlay notes to provide funds to finance, in whole or in part, (i) the acquisition of and improvements, renovations and equipping of public buildings and facilities, (ii) the acquisition of public safety, public works, courts, jail, election, health department, animal shelter, library, sanitation and general government equipment, furniture, fixtures, computers and other capital items 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 \$2,817,630 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 9-21-101 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 \$2,817,630 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, renovations and equipping of public buildings and facilities, (ii) the acquisition of public safety, public works, courts, jail, election, health department, animal shelter, library, sanitation and general government equipment, furniture, fixtures, computers and other capital items and (iii) and the acquisition of related personal property; and

(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 \$2,817,630. 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 2025
(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 _____, 2025, 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:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Notes Redeemed</u>

*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, renovations and equipping of public buildings and facilities, (ii) the acquisition of public safety, public works, courts, jail, election, health department, animal shelter, library, sanitation and general government equipment, furniture, fixtures, computers and other capital items 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 September, 2025.

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 2025 General Obligation Note Fund (the "Note Fund") to

be kept separate and apart from all other funds of the Issuer. The Note Fund can be part of the General Fund. 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 September 15, 2025.

Darrell G Street
Sponsor

Mayor

Attested:

County Clerk

RESOLUTION # 09-2025-11

Cumberland County, Tennessee

Recruitment and Retention Grant

WHEREAS, the Recruitment Retention Grant requires revision to record rollover from the 2024-25 SY.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August, 2025, that the following budget amendment be adopted:

Recruitment and Retention Grant - RRA

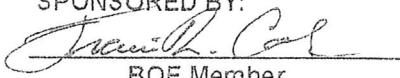
Decrease Fund Balance

141-39000	Fund Balance - Unassigned	\$ 187.04
Total Decrease in Expenditures		\$ 187.04

Increase Expenditures

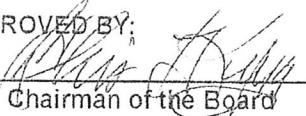
141-72220-124-RRA	Psychological Personnel	\$ 187.04
Total Increase in Expenditures		\$ 187.04

SPONSORED BY:


David R. Col

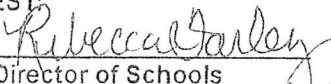
BOE Member

APPROVED BY:

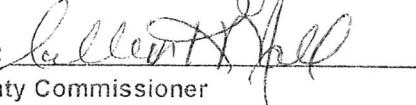

Miss D. Kelly

Chairman of the Board

ATTEST:


Rebecca Gandy Ayes: 8 Nays: 0 Abstain: 0
Director of Schools

Sponsor:


LeClair D. Kelly

County Commissioner

Approval:


County Mayor

Attest:


County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

RESOLUTION # 09-2025-12
Cumberland County, Tennessee
Federal Program School Fund

WHEREAS, the new Federal grant McKinney Vento requires an original budget entry.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August 2025, that the following original budget entry be adopted:

McKinney Vento Grant Original Budget

Increase Revenues:

New Grant	142-47149	\$20,695.41
-----------	-----------	-------------

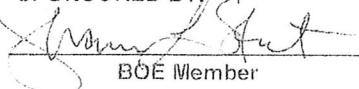
Total Increase in Revenue	\$20,695.41
---------------------------	-------------

Increase Expenditures:

142-701-72130-499	Other Supplies & Materials	\$1,000.00
142-701-72210-189	Other Salaries & Wages	\$15,395.41
142-701-72210-499	Other Supplies & Materials	\$300.00
142-701-72210-524	In Service-Staff Development	\$1,000.00
142-701-72710-599	Other Charges	\$3,000.00

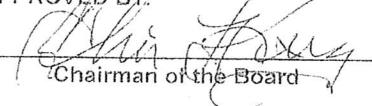
Total Increase in Expenditures	\$20,695.41
--------------------------------	-------------

SPONSORED BY:

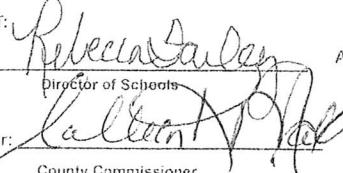
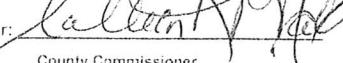

Anna L. Stut
BOE Member

ATTEST:

APPROVED BY:


John F. Kelly
Chairman of the Board

ATTEST:


Rebecca Staley
Director of Schools
Sponsor: 
Carlton N. Peck
County Commissioner



Approval: _____
County Mayor

Attest: _____

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

RESOLUTION # 09-2025-13

Cumberland County, Tennessee
Recruitment and Retention Grant

WHEREAS, the General budget requires revision to allocate the Recruitment-Retention Award.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August, 2025, that the following budget amendment be adopted:

Recruitment and Retention Grant - RRA

Increase Revenue

141-47590-RRA	Other Federal to State Grant	\$ 25,000.00
Total Decrease in Expenditures		\$ 25,000.00

Increase Expenditures

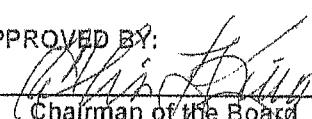
141-72220-124-RRA	Psychological Personnel	\$ 21,975.00
141-72220-201-RRA	Social Security/Medicare	\$ 1,681.09
141-72220-204-RRA	State Retirement	\$ 1,199.16
141-72220-217-RRA	Re-Hybrid Stabilization	\$ 144.75
Total Increase in Expenditures		\$ 25,000.00

SPONSORED BY:


Frank L. Cole

BOE Member

APPROVED BY:

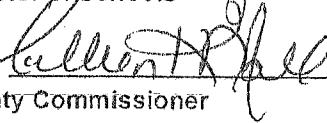

Phillip D. Dunn

Chairman of the Board

ATTEST:


Rebecca Stanley Ayes: 8 Nays: 0 Abstain: 0
Director of Schools

Sponsor:


Phillip D. Dunn
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

Resolution # 09-2025-14
Cumberland County, Tennessee
General Program School Fund

WHEREAS the General budget requires revision to record rollover funds from the Public School Security Grant.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August 2025, and by the Cumberland County Commission meeting on September 15 2025, that the following budget amendment be adopted.

General Budget Amendment

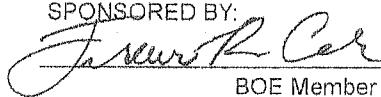
Increase Revenue

141-46590	Other State Grants	\$76,345.05
Total Increase in Revenue		\$76,345.05

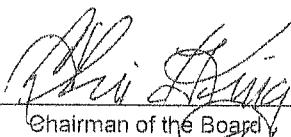
Increase Expenditures:

141-72620-790	Maintenance of Plant- Other Equipment	\$76,345.05
Total Increase in Expenditures		\$76,345.05

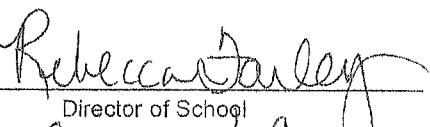
SPONSORED BY:


Jason R. Carr
BOE Member

APPROVED BY:

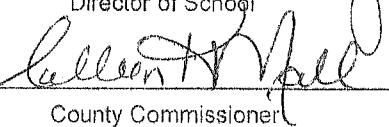

Phil Lewis
Chairman of the Board

ATTEST:


Rebecca Darley
Director of School

Ayes: 8 Nays: 0 Abstain: 0

Sponsor:


Leilani H. Hall
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote

Ayes: 7 Nays: 0 Abstain: 0

RESOLUTION # 09-2025-15

Cumberland County, Tennessee
Special Education State Program School Fund

WHEREAS, the State Special Education Preschool Grant new budget allocation of funds.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August, 2025, that the following budget amendment be adopted:

General Budget Amendment

Increase Revenue

141-46515-SSPG	SSPG Allocation	\$	181,853.57
----------------	-----------------	----	------------

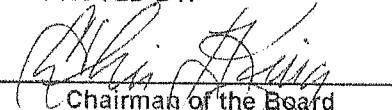
Increase Expenditures

141-71200-163-SSPG	Educational Assistants	\$	109,642.98
141-71200-201-SSPG	Social Security/Medicare	\$	8,387.69
141-71200-204-SSPG	State Retirement	\$	9,556.26
141-71200-206-SSPG	Life Insurance	\$	192.00
141-71200-207-SSPG	Medical Insurance	\$	38,450.64
141-71200-208-SSPG	Dental Insurance	\$	1,440.00
141-71200-210-SSPG	Unemployment Compensation	\$	420.00
141-71200-499-SSPG	Other Supplies & Materials	\$	10,000.00
141-71200-725-SSPG	Special Education Equipment	\$	3,764.00
Total Increase in Expenditures		\$	181,853.57

SPONSORED BY:


Francis B. Cole
BOE Member

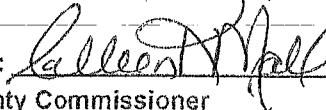
APPROVED BY:


Alvin H. Lewis
Chairman of the Board

ATTEST:


Rebecca Bailey
Ayes: 3 Nays: 0 Abstain: 0
Director of Schools

Sponsor:


Leileen M. Bell
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 0

Resolution # 09-2025-16
Cumberland County, Tennessee
General Program School Fund

WHEREAS the General budget requires revision to record teacher bonuses from the State of Tennessee.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 21st day of August 2025, and by the Cumberland County Commission meeting on September 15 2025, that the following budget amendment be adopted.

General Budget Amendment

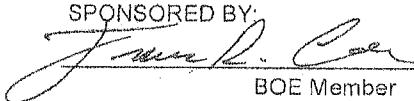
Increase Revenue

141-46590	Other State Revenue	\$1,126,632.40
Total Increase in Revenue		\$1,126,632.40

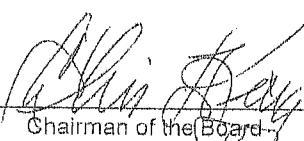
Increase Expenditures:

141-71100-188	Regular Instruction Bonus Payment	\$980,000.00
141-71100-201	Social Security	\$74,970.00
141-71100-204	Retirement	\$66,982.40
141-71100-217	Ret-Hybrid Stabilization	\$4,680.00
Total Increase in Expenditures		\$1,126,632.40

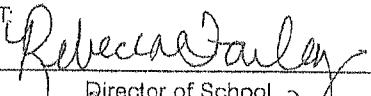
SPONSORED BY:


Frank D. Coer
BOE Member

APPROVED BY:

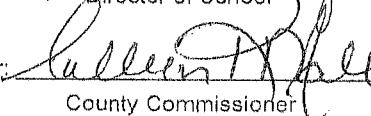

Alvin Kelly
Chairman of the Board

ATTEST:


Rebecca Bailey
Director of School

Ayes: 8 Nays: 0 Abstain: 0

Sponsor:


Lillian D. Bell
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote

Ayes: 7 Nays: 0 Abstain: 0

Amendment # 09-2025-17
Cumberland County, Tennessee
Perkins Reserve Consolidated Federal Fund

WHEREAS the school district was awarded the 2026 Perkins Reserve Consolidated Grant for Industry Certifications.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 24th day of July 2025 and by the Cumberland County Commission meeting on this 18th day of August 2025, that the following budget amendment be adopted:

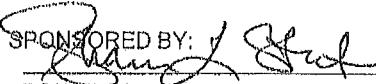
FEDERAL GRANT:
Perkins Reserve Consolidated

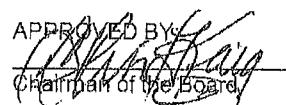
Increase Revenue

47139	Federal-Perkins Reserve Consolidated	\$50,000.00
	Total Increase	\$50,000.00

Increase Expenditures

142-801-71300-499	Other Supplies and Materials	\$50,000.00
	Total Increase	\$50,000.00

SPONSORED BY:

BOE Member

APPROVED BY:

Chairman of the Board

ATTEST:


Rebecca Gandy
Director of Schools

Ayes: 3 Nays: 0 Abstain: 0

Sponsor: 
Fallon Dell
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote: Ayes: 1 Nays: 0 Abstain: 0

RESOLUTION # 09-2025-18
Cumberland County, Tennessee
Perkins Federal Fund

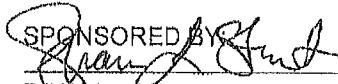
WHEREAS, the school district has been awarded the following federal grant Perkins Basic.
Whereas, the grant will provide additional money for instructional supplies and materials, equipment, other contracted services, In-service/staff development, contracts with other vehicle owners, and other charges (CTSO).

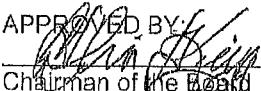
THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 24th day of July, 2025, and by the Cumberland County Commission meeting on this 18th day of August, 2025, that the following budget be adopted:

FEDERAL GRANT: Perkins Basic

Increase Revenues		
47131	Federal – Perkins Basic	\$151,289.57
	Total Increase	\$151,289.57

Increase Expenditures:		
142-801-71300-429	Instructional Supplies & Materials	\$ 28,967.18
142-801-71300-499	Other Supplies & Materials	\$ 10,000.00
142-801-71300-730	Vocational Instruction	\$ 55,000.00
142-801-72130-524	In-Service/Staff Development (PD)	\$ 17,000.00
142-801-72130-599	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
142-801-72710-315	Contracts with Vehicle Owners	\$ 8,900.00
	Total Increase	\$151,289.57

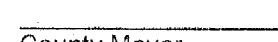
SPONSORED BY:

BOE Member

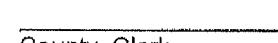
APPROVED BY:

Chairman of the Board

ATTEST:


Rebecca Danley
Director of Schools
Sponsor: 
Allen Hall
County Commissioner

Ayes: 8 Nays: 0 Abstain: 0

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote: Ayes: 1 Nays: 0 Abstain: 0

Amendment # 09-2025-19
Cumberland County, Tennessee
Gear Up State/Federal Grant

WHEREAS, Cumberland County High School was awarded the Gear Up Grant to increase funding in Salaries, Supplies and Professional Development.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 24th day of July 2025 and by the Cumberland County Commission meeting on this 18th day of August 2025, that the following budget amendment be adopted:

**STATE/FEDERAL GRANT:
GEAR UP**

Increase Revenue

47590	\$ 271,000.00
	Total Increase \$ 271,000.00

Increase Expenditures

141-71300-116-GEAR	Salaries	\$ 124,400.00
141-71300-201-GEAR	Social Security and Medicare	\$ 9,600.00
141-71300-204-GEAR	State Retirement	\$ 10,000.00
141-71300-206-GEAR	Life Insurance	\$ 138.00
141-71300-207-GEAR	Medical Insurance	\$ 35,212.00
141-71300-208-GEAR	Dental	\$ 650.00
141-71300-429-GEAR	Materials and Supplies	\$ 72,700.00
141-72130-524-GEAR	Professional Development	\$ 18,300.00
	Total Increase	\$ 271,000.00

Sharon K. Fox
Sponsored by
BOE Member

Mark E. King
Approved by
Chairman of the Board

ATTEST:
Rebecca Stanley
Director of Schools

Ayes: 8 Nays: 0 Abstain: 0

Sponsor: *Robert Hall*
County Commissioner

Approval:
County Mayor

Attest:
County Clerk

Budget Committee Vote: Ayes: 1 Nays: 0 Abstain: 0

RESOLUTION NO. 09-2025-20

A RESOLUTION AUTHORIZING CUMBERLAND COUNTY
TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL
GOVERNMENTS IN AMENDING THE TENNESSEE STATE-
SUBDIVISION OPIOID ABATEMENT AGREEMENT AND
APPROVING THE RELATED SETTLEMENT AGREEMENTS

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

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

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

WHEREAS, Cumberland County has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the “Purdue Settlement”);

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (“Eight Manufacturer Settlements”);

WHEREAS, Cumberland County finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community;

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

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements become effective;

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

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), was adopted by the Cumberland County Commission in Resolution No. 03-2023-13 on March 20, 2023 and sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed Purdue Settlement and Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements.

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

Section 1. That Cumberland County finds that the amendments to the Tennessee Plan are in the best interest of Cumberland County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Cumberland County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Cumberland County Mayor (or his designee) is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the County Mayor (or his designee) is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Cumberland County Mayor (or his designee) is hereby expressly authorized to execute any formal agreement and related documents evidencing Cumberland County's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Cumberland County Mayor (or his designee) is authorized to take such other action as necessary and appropriate to effectuate Cumberland County's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of Cumberland County, Tennessee requiring it.

Adopted this _____ day of _____, 2025.

SPONSOR:

Melvin Holbrook

APPROVED:

ATTEST:

EXHIBIT B

**Tennessee State-Subdivision Opioid Abatement Agreement –
2025 Amendment for Purdue/Sackler Settlement**

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 6:

If the overall resolution of claims against Purdue Pharma and the Sackler family includes a Statewide Opioid Settlement Agreement (such as the Governmental Entity & Shareholder Direct Settlement Agreement (“GESA”)), then allocation of all abatement/remediation funds received for these claims shall be pursuant to Section IV.A of the Agreement, not Section V. Specifically, notwithstanding the references to Purdue in Section V and elsewhere in the initial Agreement language (which referred to a prior bankruptcy plan that is now void), abatement/remediation funds received pursuant to the GESA and pursuant to Purdue estate distributions (which are also addressed by the GESA) shall be allocated pursuant to Section IV.A. of the Agreement.

Note on adoption of amendment:

Amendment 6 shall be effective if approved as set forth in both Section IV.B.2 and VII.D of the Agreement.

Tennessee State-Subdivision Opioid Abatement Agreement – 2025 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 7:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Alvogen Settlement Agreement
- B. Amneal Settlement Agreement
- C. Apotex Settlement Agreement
- D. Hikma Settlement Agreement
- E. Indivior Settlement Agreement
- F. Mylan Settlement Agreement
- G. Sun Settlement Agreement
- H. Zydus Settlement Agreement

Note on adoption of amendment:

Amendment 7 shall be effective if approved as set forth in Section IV.B.2 of the Agreement.

MEMORANDUM OF UNDERSTANDING

Between Cumberland County, Tennessee,
and Volunteer Behavioral Health Care System
for the implementation and coordination of Behavioral Healthcare Services

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between CUMBERLAND COUNTY, TENNESSEE ("County") on behalf of the Cumberland County Health Department ("Department"), and Volunteer Behavioral Health Care System (VBHCS), to establish procedures and conditions for the provision of behavioral healthcare services provided by or on behalf of the Parties, and to create and operate an organized, prompt, and efficient emergency medical response system for the provision of behavioral health services.

The Parties desire to provide a rapid response and quality care to persons in need of emergency medical assistance.

NOW THEREFORE, the Parties enter into the following terms and conditions:

- I. **Purpose:** Cumberland County Health Department operates as the Clinic facility located at 1503 S. Main St., Crossville, TN 38555. ("Clinic"). VBHCS provides behavioral health support for adults and children experiencing a behavioral health event. VBHCS needs a physical location to provide behavioral health care services as directed by Department, to coordinate and deliver increased behavioral health treatment access for individuals receiving medical services through this Clinic.
- II. **Provision of Services:** As consideration for use of exam rooms and common areas in the Clinic, the Parties agree to the following:
 - A. VBHCS shall provide an adequate number of care managers and/or therapists at the Clinic during the same business hours as Department to provide behavioral health services to patients as requested by County, Department, or State at no additional cost.
 - B. VBHCS shall be solely responsible for the scheduling and provision of behavioral health counseling services it provides its patients including independent medical judgment in the diagnosis, treatment, and referral of patients. County shall not schedule any appointments or answer any requests made to VBHCS. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT NEITHER COUNTY, ITS EMPLOYEES, OFFICERS, CONTRACTORS, VOLUNTEERS, OR AGENTS SHALL PROVIDE MENTAL HEALTH SERVICES OR ANY RELATED SERVICES ON BEHALF OF OR IN CONJUNCTION WITH VBHCS; AND VBHCS SHALL INDEMNIFY COUNTY AS PROVIDED BELOW IN THIS MOU.
 - C. VBHCS shall be responsible for ensuring VBHCS counselors and other employees, contractors, subcontractors, agents, or volunteers providing counseling related services, are and shall remain licensed, certified, registered, and experienced in the type of services provided by VBHCS; and VBHCS shall be solely responsible for ensuring its employees, contractors, agents, and volunteers maintain the license and certification as required by law, and that VBHCS shall at all times be in good standing with the State of Tennessee and this specified local county government.
 - D. VBHCS shall be responsible for selecting and hiring its staff and the responsibility and right to control the conduct of their work. Should the Department Director determine that a VBHCS employee, contractor, subcontractor, volunteer, or agent conducting services on behalf of VBHCS is disruptive to the services provided at the Clinic by the Department, the Department Director shall have the absolute right to demand the individual be removed and prohibited from providing behavioral health counseling services on behalf of VBHCS at the

Clinic.

- E. All services provided by or arranged by VBHCS shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities in a manner that complies with generally accepted standards in the industry.
- F. VBHCS shall maintain appropriate administrative, technical, and physical safeguards to prevent the use or disclosure of protected health information and shall maintain policies and procedures to detect, prevent, and mitigate identity theft based on protected health information or other information derived from protected health information.
- G. VBHCS shall provide behavioral health services to patients by electronic means as needed on days the Clinic is closed for any reason.
- H. County shall be responsible for providing access to the designated exam rooms and common area that may be used by VBHCS at the discretion of County.

III. HIPAA Compliance and Confidentiality: The Parties shall each maintain the privacy and confidentiality of all information, including the personal facts and circumstances of shared Clients, in compliance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Authorization as required by HIPAA or other applicable law or regulation; (2) use appropriate safeguards to prevent use or disclosure of patient information other than as provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

- A. **Additional Confidentiality Requirements:** Both Parties acknowledge that consumers of behavioral health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.
- B. **Breaches of Confidentiality:** If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to the other Party's Privacy Officer and the designated staff at the Clinic. The alleged breach or violation will be investigated and appropriate steps will be taken, up to and including immediate termination of this MOU. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.
- C. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

IV. No Costs: The services provided hereunder by VBHCS shall be provided at no monetary cost to County or Department. VBHCS shall be responsible for all costs associated with the provision of behavioral health care. The provision of behavioral health care services by VBHCS shall be acceptable consideration for use of the space.

V. Use of Clinic:

- A. VBHCS's use of the exam rooms shall be limited to the provision of behavioral health counseling services. VBHCS shall remove all of its equipment, personal property, and medical records at the termination of this agreement.
- B. In addition to the other Clinic Rules and Regulations and the terms and conditions of this MOU, VBHCS covenants and agrees that VBHCS shall fully comply with all of the following general rules of operation:
 - a) VBHCS will at all times keep the areas of the Clinic used by VBHCS in a safe, clean, and orderly condition. VBHCS shall ensure that the behavioral health counseling services are provided in a dignified manner and shall not shout or otherwise cause commotion that is disruptive to those individuals seeking behavioral healthcare services.
 - b) VBHCS will not litter, deface, or damage the Clinic and shall not knowingly, intentionally, or negligently damage any part of the Clinic. Promptly, upon demand, VBHCS shall pay to County the cost or expenses incurred or to be incurred for any extraordinary cleaning services, repairs, or replacements necessitated by action of VBHCS or its agents, employees, independent contractors, invitees, or any other Party operating on behalf of VBHCS.
 - c) VBHCS must comply with all applicable statutes, ordinances, or regulations of all applicable governmental authorities. This shall include, but not be limited to, compliance with all health codes and regulations and all business licensing requirements.
- C. If County provides any equipment or property owned by County to be used for the provision of behavioral health care services, VBHCS shall be responsible for the correct use, maintenance, and protection of all equipment, material, and property furnished by County for VBHCS's temporary use under this MOU. Upon termination of this MOU, all property furnished by County shall be returned to County, as the case may be, in the same condition as when received, except ordinary wear and tear. Should any County property be damaged or destroyed in any manner, VBHCS shall be responsible to County, for reasonable compensation for the damage.
- D. County reserves the right throughout the Term to control the operation and management of the Clinic. The Department Director has the right to enter any area of the Clinic at any time and for any purpose, including removal of any person who, in the sole judgment of the Department Director or designated assistant, is disrupting or obstructing the proper operation and management of the Clinic as a whole.
- E. VBHCS agrees to return the Clinic and other areas of the Clinic used by VBHCS to its former condition prior to vacating the Clinic at the termination of this agreement. VBHCS shall remove all equipment, supplies, and other material brought onto the premises or Clinic whether owned by VBHCS or not.

VI. Term:

- A. The term ("Term") shall begin on the date this MOU is fully executed by the Parties, and shall remain in force unless explicitly terminated, in writing, by either Party. Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party.
- B. Insurance requirements and obligations must cover the entire Term of this MOU.

VII.

Termination:

- A. County reserves the right to terminate this MOU at any time if VBHCS fails to satisfy any of the obligations, conditions, and requirements of this MOU. The remedy for non-performance under this MOU shall be termination of this MOU.
- B. Either Party may terminate this MOU at any time by providing thirty (30) days written

notice to the other Party. The MOU may be terminated at any time upon written agreement of the Parties.

VIII. Prohibition of Alterations:

- A. VBHCS shall not make any addition, erection, installation, or other physical alteration of any part of the Clinic or any other area on the property owned by County.
- B. VBHCS agrees to return the areas of the Clinic used by VBHCS to its former condition prior to vacating the premises at the termination of this agreement.

IX. Force Majeure: Except as set forth in this Section, any failure or delay by a Party in the performance of the obligations under this MOU arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party ("Force Majeure Event") shall not be a default under this MOU or grounds for termination except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternative sources, workaround plans, or other means. The occurrence of any event affecting VBHCS's representatives, suppliers, subcontractors, customers, or business apart from this MOU is not a Force Majeure Event under this MOU. The non-performing Party must notify the other Party of any delay caused by a Force Majeure Event that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any force majeure event results in a delay in the non-performing Party's performance longer than forty-eight (48) hours, the performing Party may, upon notice to the non-performing Party, immediately terminate this MOU, in whole or in part, without further obligation to perform. The non-performing Party will be excused from performing those obligations directly affected by the force majeure event, and only for as long as the force majeure event continues, provided that the non-performing Party continues to use diligent, good faith efforts to resume performance without delay.

X. Abandoned Personal Property: Any personal property owned or leased by VBHCS that remains at the Clinic beyond the termination of this MOU that has not been claimed by VBHCS within five (5) days after the expiration of the Term shall be deemed in all aspects abandoned by VBHCS. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at VBHCS's sole expense and risk as provided for in this Section. VBHCS hereby waives any right to claim the value thereof or damages therefor. VBHCS shall be liable to County for: (i) the cost incurred by County in disposing of or destroying any abandoned property and (ii) the cost of storing it if County elects to store it for VBHCS.

XI. Health and Safety: VBHCS must conform to the following Health and Safety provisions:

- A. U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other applicable regulations as may be cited in this MOU. When any of these authorities are in conflict, the more stringent regulation/ requirement will be followed. VBHCS's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- B. If death, serious injuries, or serious property damage are caused, VBHCS agrees to immediately report such incident to Cumberland County Health Department Director at (931) 484-6196 during business hours, or at (931)510-8023 (requesting dispatch) after business hours, holidays, and weekends.

XII. Miscellaneous:

- A. **Governing Law.** The laws of the State of Tennessee shall control the validity, construction, and effect of this MOU and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this MOU must be brought and maintained only in a state court of competent jurisdiction sitting in Cumberland County, Tennessee, or in a federal court having jurisdiction over Cumberland County, Tennessee.
- B. **Limitation of State's Liability.** Neither the State nor the Department shall have liability except as specifically provided in this MOU. In no event will the State be liable to any other Party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary, or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this MOU.
- C. **Limitation of the County's Liability.** County shall have no liability except as specifically provided in this MOU. In no event will County be liable to any other Party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary, or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this MOU.
- D. **Governing Law and Jurisdiction.** This MOU shall be governed by and construed under the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this MOU. The Parties acknowledge and agree that any rights or claims against the State, Department, or its state employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-409.
- E. **Iran Divestment Act.** The requirements of T.C.A. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this MOU. VBHCS agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-1-2-106.
- F. **Equipment and Supplies.** It is the responsibility of VBHCS to obtain and maintain the appropriate supplies and equipment available needed to provide the services and fulfill all other obligations and terms provided herein.
- G. **Insurance.** VBHCS shall maintain commercial general liability insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises, and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Further, VBHCS shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit. VBHCS shall also provide Worker's Compensation at the minimum level required by State law but in no event lower than One Million and 00/100 Dollars (\$1,000,000) per accident for bodily injury by accident and One Million and 00/100 Dollars (\$1,000,000.00) per employee for bodily injury. VBHCS shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- H. **Assignment.** The Parties shall not assign any rights or duties under this MOU to a third Party without the written consent of both Parties.

- I. **Use of Tobacco.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, VBHCS shall prohibit smoking of tobacco products within any indoor County owned facility. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- J. **Entire Understanding.** The complete understanding between the Parties is set out in this MOU, and this MOU supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral, or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this MOU will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this MOU on this _____ day of _____ 20____.

Volunteer Behavioral Health Care System:

Cumberland County, Tennessee:

By _____
Allen Foster, Cumberland County Executive

By _____
Phyllis Persinger, President & CEO

Date _____

Date _____

By _____
Philip Burnett, County Attorney


COMMISSION SPONSOR

Date _____

JULE BRYSON, COUNTY CLERK

Local Government Property Casualty Fund
226 Anne Dallas Dudley Blvd, Suite 212, Nashville, TN 37219

General Change Endorsement

Prepared For: Cumberland County
Policy Term: July 1, 2025 to July 1, 2026
Endorsement Effective: July 1, 2025

Member #: LGPCF-0008

Endorsement Number: CEO-0001

This endorsement changes the Coverage Document. Please read it carefully.

The following changes are made to the Coverage Document and are subject to the terms, conditions, exclusions, and limits of the Coverage Document.

Change:

With respect to Part II - G - Crime Coverage Agreements, it is hereby understood and agreed that the following Elected or Appointed Official(s) are covered for Employee Dishonesty -Faithful Performance with a limit of \$400,000 per occurrence: It is hereby understood and agreed that the following Elected or Appointed Official(s) are covered for Employee Dishonesty - Faithful Performance with a limit of \$400,000 per occurrence:

Assessor of Property
Chancery Court Clerk
Circuit Court Clerk
Clerk & Master
County Clerk
Director of Finance
Highway Chief Administrative Officer
Mayor/County Executive
Register of Deeds
Sheriff

LOCAL GOVERNMENT PROPERTY AND CASUALTY FUND

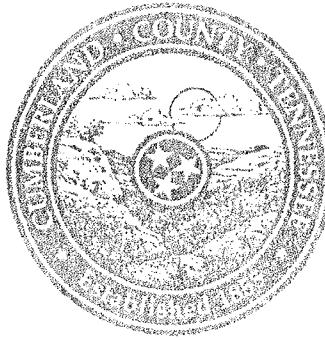
By:

Robert M. Wormsley

Robert M. Wormsley
President, Chief Executive Officer
Coverage Period 12:01 a.m. July 1, 2025 to 12:01 a.m. July 1, 2026

Trey Kerley, Register
Cumberland County Tennessee
Rec #: 215980 Instrument #: 25038639
Rec'd: 10.00 Recorded
State: 0.00 8/8/2025 at 2:24 PM
Clerk: 0.00 in RB
Other: 2.00 1728
Total: 12.00 PGS 2967-2967

1st District
Wiley Potter
Sue York
2nd District
Nancy Hyder
Tom Isham
3rd District
Karen Shanks
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 27, 2025

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

FROM: Tom Isham – Emergency Services Committee Chair

**The Emergency Services Committee will be meeting on Tuesday, September 16, 2025
at 4:30 pm in the Cumberland Room of the Art Circle Public Library**

AGENDA

- a) Call to Order
- b) Opportunity for Public Comment
- c) Mark Baldwin, Weather Related
- d) Updates –
 - Sheriff's Department
 - Fire Department
 - Emergency Services/Ambulance
 - Medical Director
 - Emergency Management Agency
 - E-911/Dispatch
 - Cumberland County Rescue Squad
- e) New / Old Business, if any
 - Flatrock Services
- f) Adjournment

EMERGENCY SERVICES COMMITTEE:

Wiley Potter	Wendell Wilson
Tom Isham	Jerry Cooper
Darrell Threet	Greg Maxwell
Charles Seiber	John Patterson
Terry Lowe	

RECEIVED
9.5.25

MINUTES

**BUDGET COMMITTEE
Of
CUMBERLAND COUNTY, TENNESSEE**

Meeting Held
At the
Art Circle Public Library

July 08, 2025

Members Present:

Wiley Potter
Tom Isham
Darrell Threet
David Gibson
Terry Lowe
Wendell Wilson
Mark Baldwin
Deborah Holbrook
Colleen Mall

CALL TO ORDER

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

APPROVAL OF MINUTES

Following review of the minutes from the June 17, 2025 and June 26, 2025 meetings, Commissioner Holbrook made a motion to approve the minutes with corrections. The motion was seconded by Commissioner Gibson and was approved by voice vote.

Public Comments

There were no public comments.

**FISCAL YEAR 2025-2026
GENERAL PURPOSE SCHOOL FUND
BUDGET REVIEW**

Director of Schools, Rebecca Farley, presented the proposed Fiscal Year 2025–2026 budget, incorporating updated figures based on the Fiscal Year 2024–2025 year-end results. Following a thorough review of the revised budget, Commissioner Threet made a motion to fund the Board of Education at the level required to meet the Maintenance of Effort. The motion was seconded by Commissioner Mall. The motion carried by roll call vote 6Y, 3N, 0A, with Commissioners Lowe, Wilson, and Holbrook being no votes.

NEXT MEETING

Finance Director Jennifer Turner reminded the committee that the next FY 2025–2026 budget review meeting is scheduled for Thursday, July 10, 2025, at 4:30 P.M.

ADJOURNMENT

With no further budgets to review Commissioner Isham made a motion to adjourn. Commissioner Gibson seconded the motion and it carried by voice vote. The meeting adjourned at 5:00 P.M.

M I N U T E S

RECEIVED
9.5.25

**BUDGET COMMITTEE
Of
CUMBERLAND COUNTY, TENNESSEE**

Meeting Held
At the
Art Circle Public Library

July 10, 2025

Members Present:

Wiley Potter
Tom Isham
Darrell Threet
David Gibson
Terry Lowe
Wendell Wilson
Mark Baldwin
Deborah Holbrook
Colleen Mall

CALL TO ORDER

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

Public Comments

There were no public comments.

**FISCAL YEAR 2025-2026
BUDGET REVIEW**

Finance Director Jennifer Turner provided the committee with an update on the projected tax growth for Fiscal Year 2025/26, noting that the current forecast reflects an increase of 0.85%. She emphasized that the departmental budgets under review incorporate the

directives and adjustments made by the Budget Committee since the commencement of the budget process on May 1, 2025.

The Finance Director also reported that the Finance Department has completed a review of departmental fuel usage. For budgeting purposes, fuel rates have been maintained at the Fiscal Year 2024/25 levels, with diesel calculated at \$4.50 per gallon and gasoline at \$3.50 per gallon.

In addition, sales tax revenue projections for FY 2025/26 are based on a 2% increase over the estimated FY 2024/25 figures.

FY 25-26 salary plan has been updated, with all employees reviewed and slotted into the appropriate step based on their current pay and years of service. No employee will receive a pay cut. As a result of the slotting some employees will receive less than the standard 6% increase, others will receive more than the 6% increase, and some employees will be frozen at their current pay, depending on where they fell in the updated salary matrix. The Budget Committee approved a reclassification of all Grade 3 employees earning \$12.22/hour to Grade 5 at \$15.63/hour. It was noted that not all employees work 40 hours per week; hours vary between 35, 37.5, and 40 hours, and all salary adjustments reflect these schedules. All associated costs, including retirement contributions, Social Security, and longevity pay, have been updated and are incorporated into the presented figures. The \$2.00/hour premium for patrol deputies who have obtained EMR (Emergency Medical Responder) certification has been included under the Sheriff's Department general fund.

The FY 25-26 capital items for both the General Fund and Sanitation Fund were tentatively approved on June 10, 2025. All items have been fully incorporated into the budget. Funding for this capital items will be provided through a loan from the Debt Service Fund (Fund 151). The loan and its associated impact have been appropriately reflected within the Debt Service Fund budget.

All budgets under review also reflect updated costs associated with increases in health insurance and property and casualty insurance.

Courthouse Maintenance Fund (112) – After review of the budget Commissioner Gibson made a motion to tentatively approve. Commissioner Holbrook seconded the motion, and carried by a voice vote.

Drug Fund (122) – After review of the budget Commissioner Wilson made a motion to tentatively approve. Commissioner Holbrook seconded the motion, and carried by a voice vote.

Railroad Fund (128) – After review of the budget Commissioner Threet made a motion to tentatively approve. Commissioner Mall seconded the motion, and carried by a voice vote.

Debt Service Fund (151) – After review of the budget Commissioner Wilson made a motion to tentatively approve. Commissioner Gibson seconded the motion, and carried by a voice vote.

Solid Waste/Sanitation Fund (116) – After review of the budget Commissioner Mall made a motion to tentatively approve with the addition of 4 new full time employees, and \$90,000.00 for the purchase of a backhoe from the Highway department. Commissioner Baldwin seconded the motion, and carried by a voice vote.

General Fund (101) – After review of the budget Commissioner Threet made a motion to tentatively approve, and requested the Finance Director review the library employees job classifications and present on July 16, 2025. Commissioner Holbrook seconded the motion, and carried by a voice vote.

Commissioner Lowe made a motion to do a roll call vote on moving the general sessions judge employee from a grade 4 to a grade 9. The motion was seconded by Commissioner Gibson, and Carried by a roll call vote 5Y,4N,0A, with Commissioners Mall, Isham, Lowe and Wilson voting no.

Commissioner Baldwin made a motion to tentatively approve 2 new Full-Time Youth Services employees and 1 new Full-Time Clerk & Master Employee. The motion was seconded by Commissioner Mall, and carried by a voice vote, 6Y,3N,0A, with Commissioners Lowe, Gibson, Isham voting no.

Highway Fund (131) – After review of the budget Commissioner Threet made a motion to tentatively approve with the addition of 7 new employees. Commissioner Holbrook seconded the motion, and carried by a voice vote, 8Y,1N,0A, with Commissioner Lowe voting no.

OTHER BUSINESS

Commissioner Isham asked to committee to review previously discussed capital items.

Commissioner Isham made a motion to remove the brush truck from fire department. The motion was seconded by Commissioner Lowe. The motion failed by a voice vote, 3Y,6N,0A, with Commissioners Potter, Lowe, Isham voting yes, and Commissioners Baldwin, Mall, Wilson, Gibson, Threet, and Holbrook voting no.

Commissioner Isham made a motion to remove the rescue tools from the Fire Department's budget. The motion failed due to lack of a second.

Commissioner Isham made a motion to remove the parking lot repair from the Fire Department's budget. The motion failed due to lack of a second.

RECESS

With no further budgets to review Commissioner Mall made a motion to recess until July 16, 2025. Commissioner Gibson seconded the motion and it carried by voice vote. The meeting adjourned at 6:15 P.M.

RECEIVED
4.5.25

MINUTES

BUDGET COMMITTEE
Of
CUMBERLAND COUNTY, TENNESSEE

Meeting Held
At the
Art Circle Public Library

July 16, 2025

Members Present:

Wiley Potter
Tom Isham
Darrell Threet
David Gibson
Terry Lowe
Wendell Wilson
Mark Baldwin
Deborah Holbrook
Colleen Mall

CALL TO ORDER

Chairman Lowe reconvened the meeting at 4:30 P.M. and the following business was conducted:

Public Comments

There were no public comments.

**FISCAL YEAR 2025-2026
BUDGET ROLL UP**

Courthouse Maintenance Fund (112) – After review of the budget, Commissioner Baldwin made a motion to approve as presented. Commissioner Mall seconded the motion, and carried by a voice vote.

Solid Waste/Sanitation fund (116) - After review of the budget, Commissioner Holbrook made a motion to approve as presented. Commissioner Threet seconded the motion, and carried by a voice vote.

Drug Fund (122) - After review of the budget, Commissioner Mall made a motion to approve as presented. Commissioner Gibson seconded the motion, and carried by a voice vote.

Railroad Fund (128) - After review of the budget, Commissioner Wilson made a motion to approve as presented. Commissioner Baldwin seconded the motion, and carried by a voice vote.

Debt Service Fund (151) - After review of the budget, Commissioner Mall made a motion to approve as presented. Commissioner Baldwin seconded the motion, and carried by a voice vote.

Special Purpose Fund (121) - After review of the budget, Commissioner Gibson made a motion to approve as presented. Commissioner Wilson seconded the motion, and carried by a voice vote.

Special Revenue Fund (127) - After review of the budget, Commissioner Gibson made a motion to approve as presented. Commissioner Wilson seconded the motion, and carried by a voice vote.

Highway Fund (131) - After review of the Highway Department budget, Commissioner Mall made a motion to approve a one-time donation of \$2,900,000.00 to the Highway Department.

A friendly amendment was proposed by Commissioner Wilson to allocate tax pennies plus a donation to total \$1,500,000.00 for the Highway Department. The amendment was seconded by Commissioner Threet, and failed by a roll call vote, 3Y, 6N, 0A, with Commissioners Potter, Threet, and Wilson being the yes votes.

Following the failed motion, Commissioner Mall's motion was seconded by Commissioner Baldwin, and carried by a roll call vote, 9Y,0N,0A.

General Fund (101) - Following a review of the budget, Commissioner Wilson made a motion to grandfather existing library employees, allowing them to remain at their current pay grades. The motion further stipulated that any new hires for those positions be placed at the newly recommended pay grades in accordance with the Organizational Management Group's recommendations.

Additionally, the motion included the transfer of \$2,900,000.00 from the General Fund's fund balance to the Highway Department.

The motion was seconded by Commissioner Gibson and carried by a voice vote, 9Y,0N,0A.

FY 25-26
TAX PENNY

Commissioner Threet made a motion to approve the tax penny as presented. The motion was Seconded by Commissioner Mall, and carried by a voice vote 9Y,0N,0A.
(See attached tax penny breakdown.)

ADJOURNMENT

With no further budgets to review Commissioner Mall made a motion to adjourn. Commissioner Baldwin seconded the motion and it carried by voice vote. The meeting adjourned at 5:16 P.M.

**2025-2026
Cumberland County, Tennessee
Tax Penny/Tax Rate
Calculations**

Total Property Assessments Subject To Property Taxes:

\$ 2,411,830,749

Per the Property Assessor's records after adjournment of the Equalization Board.

Gross Tax Penny = \$241,183

Net Tax Penny = \$229,124
(assumes a 5% delinquency)

The above represents an increase of 0.85% in assessments and an increase of \$218,021 in total net property tax revenue over the previous fiscal year budget, assuming the property tax rate of \$1.1350 remains the same.

Cumberland County, Tennessee
Statement of Estimated Revenue from Current Property Taxes
2025 Assessments Based Upon Estimated
Assessed Valuation of \$2,411,830,749.00

Fund	Proposed Tax Rate	Amount of Tax Levy	Reserve for Delinquency 5%	Net Estimated Collection of Taxes
General	\$ 0.7456	\$ 17,982,604	\$ 899,130	\$ 17,083,474
Solid Waste/Sanitation	\$ 0.1238	\$ 2,985,846	\$ 149,292	\$ 2,836,553
General Purpose School	\$ 0.0825	\$ 1,989,760	\$ 99,488	\$ 1,890,277
General Debt Service	\$ 0.1831	\$ 4,416,061	\$ 220,803	\$ 4,195,258
Total	\$ 1.1350	\$ 27,374,271	\$ 1,368,714	\$ 26,005,562
		\$ 27,374,271		\$ 26,005,574

RECEIVED
9.5.25

MINUTES

**PUBLIC HEARING
FOR THE
FISCAL YEAR 2025-2026
Proposed Budget
Of Cumberland County**

Meeting Held
At the
Art Circle Public Library

August 12, 2025

Members Present:

Wiley Potter
Tom Isham
Darrell Threet
David Gibson
Terry Lowe
Wendell Wilson
Mark Baldwin
Colleen Mall

Members Absent:
Deborah Holbrook

CALL TO ORDER

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

Jennifer Turner, Finance Director reviewed the highlights of the Fiscal Year 25-26 budget and provided Statistical Data.

Finance director then asked if there were any comments. There were no comments from the committee or the public.

ADJOURNMENT

With no further matters to discuss, Commissioner Baldwin made a motion to adjourn. Commissioner Sherrill seconded the motion, it carried by voice vote. The Public Hearing adjourned at 4:37 P.M.

Health and Safety Standards Board

July 30, 2025 | 1 pm

Crossville/Cumberland County Chamber of Commerce

RECEIVED
4.5.25

Members:

Nancy Hyder
Tom Isham
Craig Clark
Sheryl Webb
Richard Bringenberg

Others Present:

Torey LaMontagne, Mayor's Office, Minutes
Philip Burnett, County Attorney
Emmalee Cole, Burnett Law
Gary Nelson, *Crossville Chronicle*
Andrews Lane, Neighbors
Breckenridge POA Health and Safety Rep
Jonathan Miller, Miller Heating & Air

CALL TO ORDER

With a quorum present, Craig called the meeting to order at 1:00 pm on Wednesday, July 30, 2025 in the conference room of the Crossville/Cumberland County Chamber of Commerce.

APPROVAL OF MINUTES

Nancy made a motion to approve the minutes from the previous meeting as presented. The motion was seconded by Sheryl, none were opposed, and the motion carried. The minutes from the June 25, 2025 meeting were approved as presented.

OPPORTUNITY FOR PUBLIC COMMENT

Craig opened the floor for public comment and there were none.

UPDATE: ANDREWS LANE

On Thursday, June 24, 2025 the structure on this parcel burned to the ground. Richard asked what role the board plays in this situation now. Philip noted that he had spoken with All-State regarding the claim that was filed and the process moving forward. There will be inspectors coming to look at the property for insurance purposes now that a claim has been filed. Philip's advice was to hold for now while the investigation is ongoing, he will press for action to happen quickly, and the board will visit this property at next month's meeting. Richard made a motion to hold for now. Nancy seconded the motion, none were opposed, and the motion carried.

UPDATE: CHEROKEE TRAIL

Neither notice mailed to out-of-state recipients have reached the recipients, nor have they come back to the mayor's office yet. The son is supposedly local but hasn't been located. A motion was made by Richard to find the property in violation, attempt service on a local heir via the Sheriff's Department, and attempt public notice if service is not successful. Nancy seconded the motion, none were opposed, and the motion carried.

UPDATE: TABOR LOOP

This property is working towards resolution. One owner has attained a court date on August 5th for eviction of the other owner. As soon as that is done, the property will be cleared. Richard made a motion to extend this complaint to the next meeting for updates. Sheryl seconded the motion, none were opposed, and the motion carried.

UPDATE: OAK DRIVE (1961)

This property is in pretty much the same condition it has always been in. The owner did not give permission for anyone to walk the property. There is nothing much more that can be done with this one.

OLD/NEW BUSINESS, IF ANY

Glory Loop – on a 6 month watch and still looking okay for now.

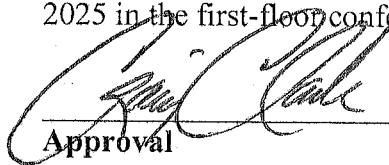
Codes seems to be doing well with the new procedures.

NEXT MEETING

The next meeting was set for Wednesday, August 27th at 1 pm in the conference room of the Crossville-Cumberland County Chamber.

ADJOURNMENT

With no further business, a motion was made to adjourn by Sheryl. The motion was seconded by Nancy, none were opposed, and the motion to adjourn carried. The meeting was adjourned at 1:34 pm on July 30, 2025 in the first-floor conference room of the old courthouse.



Approval
Date