

Be it remembered that the Bedford County Commissioners, acting as the County Legislative Body, met in a regular session in the Bedford County Courthouse in Shelbyville, Tennessee on Tuesday, August 11, 2020 at 7:00 PM. Chairman Chad Graham called the meeting to order and Sheriff Austin Swing opened the meeting. Prayer was led by Commissioner Mark Thomas. Graham led the Pledge of Allegiance and County Clerk Donna Thomas called the roll.

MARK THOMAS	BRENT SMITH	BRIAN FARRIS
BILL ANDERSON	JOHN BROWN	CHASITY GUNN
JIMMY PATTERSON	JEFF SWEENEY	PHILIP FARRAR
ED CASTLEMAN	GREG VICK	TONY SMITH
SYLVIA PINSON	LINDA YOCKEY	ANITA EPPERSON
DON GALLAGHER	JULIE SANDERS	JANICE BROTHERS

There were 18 commissioners present.

Pursuant to Governor Lee’s Executive order No. 51, Commissioners may participate by telephonic or other electronic means.

APPROVAL OF SPECIAL-CALLED JUNE 30, 2020 COMMISSION MINUTES – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Sweeney. Second by Yockey. Passed by voice vote.

APPROVAL OF THE JULY 14, 2020 COMMISSION MINUTES – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Brent Smith. Second by Thomas. Passed by voice vote.

ELECTIONS & CONFIRMATIONS

1. Elect Notaries – September 2020 list – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Vick. Second by Castleman. Passed by voice vote.

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR September 2020

TO: RULES AND LEGISLATIVE COMMITTEE DATE: 7-14-20

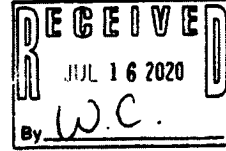
NAME	NEW/RENEW	RECOMMENDED BY
1. Susan Emery	Renew	
2. Kimberly Goodrich	Renew	
3. Jenna Lees	Renew	
4. Jason H. Reed	Renew	
5. Amy Reyes	Renew	
6. Amanda D. McCullough	Renew	
7. Rachel R. Cantrell	Renew	
8. Amanda Crews	Renew	
9. Henry Hulan III	Renew	
10. Tammy L. Yates	New	Farris/Thomas
11. Tracy Moore	New	Thomas/Farris
12. Jamie L. Crocker	New	Thomas/Farris
13. Deborah Phillips	New	Thomas/Farris
14. Donna L. Thompson	New	Farris/Thomas

2. Appointments

Don Gallagher for second term with the Shelbyville-Bedford County Public Library Board of Trustees

Motion to approve by Anderson. Second by Tony Smith. Passed by voice vote.

**SHELBYVILLE-BEDFORD COUNTY
PUBLIC LIBRARY
220 South Jefferson Street
Shelbyville TN 37160
(931) 684-7323 voice (931) 685-4848 fax**



July 10, 2020

Mayor Chad Graham and the Bedford County Board of Commissioners
One Public Square
Shelbyville TN 37160

Dear Mayor Graham and Commissioners,

The Shelbyville-Bedford County Public Library Board of Trustees would like to request that Don Gallagher, whose term expires this year, be reappointed for a second term. He has indicated a willingness to continue serving. Service date would be July 1, 2020 through June 30, 2023.

Thank you for your attention to this matter.

On behalf of the Library Board,
Sincerely yours,

Rita M. Allen, Library Director

PRESENTATIONS

Census 2020

Census 2020 Chair Sylvia Pinson gave an update on the Census progress. The current online self-response is 64.1%. Census takers started going door-to-door today. The self-response opportunity will close September 30. Mayor Graham awarded Pinson and Co-Chair Luci Taylor with plaques in appreciation of their service.

RESOLUTIONS

Resolution 21-8: A resolution for Local Government Participation in the Electronic Monitoring Indigency Fund. Placed on agenda by the Financial Management Committee.

Motion to approve by Yockey. Second by Brothers. Finance Director Robert Daniel explained that there is \$5000 set aside for this if needed, and if we participate the State will reimburse the County for part of the cost. Passed by voice vote.

RESOLUTION 21-8: Electronic Monitoring Indigency Fund (continued)

Res. 21-8
RESOLUTION FOR LOCAL GOVERNMENT PARTICIPATION
IN THE ELECTRONIC MONITORING INDIGENCY FUND

WHEREAS, pursuant to Chapter 505 of the 2019 Public Acts, a local government shall have the option to participate in the Electronic Monitoring Indigency Fund ("EMIF") relative to the payment of costs for eligible transdermal monitoring devices, other alternative drug and alcohol monitoring devices, and global positioning monitoring devices for its indigent defendants (collectively, "Devices").

WHEREAS, Bedford County, (name of local government) "Local Government" desires to participate in the EMIF relative to the payment of costs associated with Devices until such time as the Local Government withdraws its participation in the EMIF.

WHEREAS, the Local Government agrees that in order to participate in the EMIF for the payment of costs associated with Devices, it shall adopt this resolution containing a budgeted amount for the upcoming fiscal year and sign a memorandum of understanding with the State of Tennessee ("State") about the payment of costs;

WHEREAS, through the memorandum of understanding between the Local Government and the State, the State may bill the local government for its budgeted amount by drawing from either the Local Government's Local Government Investment Pool ("LGIP") account or from a bank account designated by the Local Government for costs associated with Devices;

WHEREAS, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government's state-shared taxes;

WHEREAS, through the Local Government's participation and for the duration of its participation period, the Local Government will be responsible for fifty percent (50%) of the cost associated with Devices that have been ordered on or after July 1, 2021;

WHEREAS, the Local Government understands through the execution of this document that the State will provide funds matching each Local Government's budgeted amount for participation in the fund, subject to an appropriation by the State and the solvency of either or both of the accounts contained in the EMIF;

WHEREAS, for each upcoming fiscal year, the Local Government agrees that it will work cooperatively with the State to develop its budgeted amount for participation in the fund prior to approval by the Local Government's legislative body to determine if the State anticipates having sufficient funds to provide its fifty percent (50%) match;

WHEREAS, for each year of participation subsequent to the Local Government's initial participation year, and no later than a date certain established by the State Treasurer, the Local Government shall notify the State Treasurer of the budgeted amount that is approved for its continued participation in the EMIF within thirty (30) days after the Local Government budget is approved by the local legislative body along with a copy of the approved budget; said budgeted amount shall appropriate the funds necessary for the Local Government to meet its liabilities.

WHEREAS, to the extent that the Local Government does not pay its costs associated with Devices, the State will cease paying its portion of the costs, and the State will not approve any claims or pay any invoices on a going forward basis until such time that the Local Government has sufficient funds;

WHEREAS, subject to applicable rules, policies, procedures and guidance from the State, a Local Government may amend its budget by reducing and not increasing its budgeted amount;

WHEREAS, the Local Government shall be solely responsible for its liability in its EMIF participation as indicated in applicable laws, rules, this resolution and memorandum of understanding; and

WHEREAS, should a Local Government withdraw its participation from the EMIF, the Local Government shall pay outstanding liabilities for Device invoices for claims that were approved during the period of time the Local Government participated in EMIF.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors for the [insert name of Local Government's governing body] hereby authorizes the Local Government participation in EMIF with the Local Government being solely responsible for meeting the requirements, conditions, limitations and restrictions relative to the payment of its liabilities associated with participation in the EMIF. The Board of Directors has also adopted a budget appropriating the funds necessary to meet the Local Government's liabilities associated with its participation in EMIF and has committed a budgeted amount of _____ that will be used to fund its participation for the fiscal year beginning July 1, 20____. A copy of the budget is attached hereto.

STATE OF TENNESSEE
COUNTY OF Bedford

Donna Thomas, clerk of the Bedford County Commission in Shelbyville, Bedford Tennessee, does hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the 11 day of August, 2020, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the

Donna Thomas
As Clerk of the Board, as aforesaid

Seal

ELECTRONIC MONITORING INDIGENCY FUND
MEMORANDUM OF UNDERSTANDING

WHEREAS, based on (name of local government's) "Local Government" participation in the Electronic Monitoring Indigency Fund ("EMIF") by resolution, the Department of Treasury ("Department") and the Local Government have agreed to enter into this memorandum of understanding ("MOU"). The EMIF shall be composed of two (2) accounts: an account used for the payment of eligible costs associated with the lease, purchase, installation, removal and maintenance of ignition interlock devices ("Ignition Interlock Account") and an account used for the payment of eligible costs associated with the use of transdermal monitoring devices, other alternative alcohol or drug monitoring devices, and global positioning monitoring devices ("Other Alternative Drug and Alcohol Monitoring Device Account").

I. PURPOSE

The purpose of this MOU is to outline the roles and responsibilities and the payment process for the Local Government costs associated with the Local Government's participation in the EMIF relative to eligible transdermal monitoring devices; other alternative drug and alcohol monitoring devices; and global positioning monitoring devices for its indigent defendants (collectively, "Device" or "Devices").

II. PAYMENT PROCESS

A. Through the Local Government's participation in the EMIF, it will pay fifty percent (50%) of the costs associated with Devices for its indigent defendants with the State of Tennessee ("State") paying the other fifty percent (50%), subject to the transfer of money from the Ignition Interlock Account to the Other Alternative Drug and Alcohol Monitoring Account as well as an appropriation by the State.

B. In obtaining money from the Local Government, the Department will bill the Local Government on a monthly basis by providing it with a statement of costs associated with Devices by either collecting the costs from the Local Government's Local Government Investment Pool Account ("LGIP") or a Local Government's designated bank account. The Local Government chooses the following payment option (check one):

- A journal draft from the Local Government's LGIP account on a monthly basis for Device invoices. In order to utilize this option, the Local Government must deposit its full budgeted amount for participation in the EMIF with the Department in a lump sum within thirty (30) business days from the date the budgeted amount is approved. The Local Government's funds will be placed in a designated LGIP account and will earn interest at the applicable rates to the credit of the Local Government; or
○ ACH draft from a bank account designated by the Local Government in twelve (12) equal monthly installments.

C. The State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government's state-shared taxes.

D. At the conclusion of any fiscal year, should the Local Government have a balance in either account option listed above in excess of its EMIF liabilities, the Local Government may opt to have the fund returned to the Local Government or roll the funds into the next fiscal year for participation in EMIF.

E. In the event that the Local Government fails to pay its liabilities as established in this MOU, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government's state-shared taxes.

F. Should the Local Government not pay its fifty percent (50%) of costs associated with Devices, the State will cease paying its portion of the costs and the Department will not approve any claims or pay any invoices as of the date that the Local Government cannot pay its costs and until such time that the Local Government has sufficient funds available to pay its costs as provided in this MOU.

III. DURATION

This MOU will become effective upon signature by the authorized representatives for the Department and the Local Government and will remain in effect until modified or terminated upon the mutual agreement of the Department and Local Government. This MOU will be automatically terminated if the Local Government withdraws its participation from the EMIF for the payment of costs associated with Devices, and the Local Government pays outstanding liabilities to the EMIF in accordance with the terms of this MOU and applicable laws, rules, policies, procedures and guidance.

IV. SURVIVAL

The terms, provisions, representations, and warranties contained in this MOU which by their sense and context are intended to survive the performance and termination of this MOU, shall so survive the completion of performance and termination of this MOU.

V. CONTACT INFORMATION

Department of Treasury:
Brian Derrick, Director of Accounting
Tennessee Department of Treasury
502 Deaderick Street
Andrew Jackson Building, 14th Floor
Nashville, Tennessee 37243
Email: bderri@treasury.tn.gov

Local Government:
Name/Title of Representative
Name of Local Government
Address
Telephone
Email

By: David H. Lillard, Jr., State Treasurer
Date: _____

By: [Signature]
(local government representative with authority to sign)
Date: 8-11-2020

REPORTS BY STANDING COMMITTEES

Rules and Legislative Committee

- **URLTA (Uniformed Residential Landlord and Tenant Act) without recommendation.**

Motion to approve by Farrar. Second by Gunn. Anderson said that the Commission has only heard from renters and not the landlords. Thomas asked Attorney John T. Bobo whether the law only applies to counties with a population of 75,000 or more. Bobo said that is true, unless the County Commission votes to adopt it. Sanders said that the landlords say it will cause them to have to raise rent. Brent Smith reminded the body that President Trump has extended protections to renters due to COVID-19. Vick said that the item has no sponsor nor recommendation from Committee. He believes it is one-sided to favor the tenants and it is a matter of law, not for the Commission to get involved in. Epperson agreed. Gunn said that the children who live in poor living conditions should be considered and that these tenants do not have the means to force landlords to fix the issues.

Motion failed by roll call vote. 2 Ayes 16 Noes

Aye votes: Gunn, Patterson

No votes: Thomas, Farrar, Castleman, Brown, Pinson, Sanders, Anderson, Sweeney, Yockey, Farris, Epperson, Brothers, T. Smith, Vick, Gallagher, B. Smith

Law Enforcement Committee

None

Courthouse and Property Committee

- **Transfer fire truck to Highway Department**

Motion to approve by Brent Smith. Second by Pinson. Motion passed by voice vote.

Bedford County Fire Department

Request to transfer fire truck to the BCHD

The Bedford County Fire Department would like to transfer ownership of a 1982 International 1500 gallon tanker truck from Bedford County Fire to the Bedford County Highway Department

VIN # 1HTAA1957CHA19582

COLOR RED/WHITE

TAG# GI-8239

The Bedford County Highway Department will need to get new title and tags (note government tags are not transferable) and move the insurance from the Fire Dept. to the Highway Dept.

- **Long-term lease between County and State Drivers License center to move to 200 Dover Center, Suite 200**

Motion to approve by Yockey. Second by Vick. Graham stated that the lease has not yet been drafted. This item is to authorize the mayor to do so. Motion passed by voice vote.

- **Long-term lease between County and County Health Department to expand to 200 Dover Center, Suite 108, with recommendation**

Motion to approve by Sweeney. Second by Brent Smith. Graham stated that this lease has also not yet been drafted and this item is to authorize the mayor to do so. Yockey asked whether the department would continue to use the current building also. Graham said yes, the additional location will be used for preventative care and will allow the well to be separated from those who are sick. Motion passed by voice vote.

Financial Management Committee

- **County Budget Amendment No. 1**

Motion to approve by Brothers. Second by T. Smith. Brent Smith asked if this was a one-time \$1.4M increase to the budget. Daniel said it is for a state grant. Motion passed by voice vote.

County Budget Amendment No. 1 (continued)

BEDFORD COUNTY, TENNESSEE
 Budget Amendment No. 1
 2020-21
 101 - COUNTY GENERAL FUND

Mr. Chad Graham, Financial Management Committee Chairman and County Mayor
 Mr. Robert Daniel, Director of Finance

101 GENERAL FUND Budget Amendment No. 1	
ACCOUNT NO.	REVENUES AND OTHER SOURCES
46980-GDAG	Increases
47301	Decreases
Government's Grant	1,103,883
COVID -19 Grant - Elections	34,721
	<u>1,138,604</u>
Total Estimated Revenues and Other Sources	
<u>1,138,604</u>	
Decreases	
CS-Fund Balance	57,282
Restricted Fund Balance - Courthouse Security	272,000
CH-Fund Balance	329,282
Total Reserves and/or Fund Balances	
<u>658,564</u>	
Total Increase in Revenues and Decreases in Fund Balance (Net)	
<u>1,487,886</u>	
Increases	
<u>1,487,886</u>	
Decreases	
<u>-</u>	
ACOUNT NO.	
EXPENDITURES (APPROPRIATIONS)	
Increases	
<u>1,487,886</u>	
Decreases	
<u>-</u>	
51800-334-CS	25,943
Maintenance Agreements	31,338
Equipment	57,282
Total Courthouse Security Funds	
<u>57,282</u>	
58801-189	12,103
Other Salaries and Wages (Supplements)	750
58801-201	178
Social Security	3,257
58801-399	10,178
Other Contracted Services	3,257
58801-499	5,000
Other Supplies and Materials	3,257
58801-699	10,178
Other Charges	3,257
58801-799	5,000
Other Capital Outlay	34,721
Total Elections COVID Grant	
<u>34,721</u>	
51800-399-GDAG	10,000
Moving	721,883
51800-707-GDAG	272,000
Courthouse Renovation	200,000
51800-713-GDAG	50,000
Road Projects	50,000
51800-716-GDAG	50,000
Fingerprint Equipment	50,000
51800-799-GDAG	72,000
Codes Software	1,375,883
Some Software	1,487,886
Total County Buildings/Capital Projects	
<u>1,487,886</u>	
Total Increase in Expenditures	
<u>1,487,886</u>	

- Courthouse Security Maintenance Contract – Metrasens & Adani, 3-year contracts

Motion to approve by Sweeney. Second by T. Smith. Motion passed by voice vote.

Courthouse Security Maintenance Contracts (continued)



Metrasens provides service contract options to keep your CellSense/CellSense Plus units in top shape for the duration of its service life. Two Service Contract options are available to provide you with "no-worry" support in the event of product service needs.

	Extended Warranty	Gold Package	Platinum Package
Extended Warranty (Standard Terms)	Included	Included	✓ Included
All Parts & Labor*	-	Included	✓ Included
Expedited Shipping	-	\$50	✓ Included
Preventative Maintenance Inspection (PMI)	-	\$100	✓ Included
Loaner Unit (During Repair Period)	-	\$125	✓ Included
Battery Replacement	-	\$100 (50% discount)	✓ Included
Battery Charger**	-	\$100 (50% discount)	✓ Included
Priority Response to Service Calls	-	-	✓ Included
Priority Response for Repairs	-	-	✓ Included

Term	Extended Warranty	Gold Package	Platinum Package
1 Year	\$149	\$249	\$299
2 Years	\$249	\$449	\$499
3 Years	\$349	\$549	\$599

* Includes parts not typically covered by warranty or extended warranty
 ** Exchange required



Accessories are available on the Metrasens website and accessible 24/7 for your convenience. Shipping is FREE with all orders over \$200.

Carry Case Shoulder Strap	\$25	
Protective End Cap - Top	\$85	
Protective End Cap - Bottom	\$85	
Suction Feet Pack	\$95	
Base Unit Hardware (Moving Parts Only)	\$145	
Water Resistant Cover	\$145	
Wall Mounting Kit	\$195	
Floor Mat - Adhesive	\$95	
Battery Charger w/ 3-Pin Din Connector	\$195	
Carry Case	\$295	
Base Unit (Base Only)	\$495	



United States
 Life Business Centre
 2150 Western Court
 Suite 340
 Lake, AL 36052
 P 430 541 6509
 F 430 541 5733

International
 F Beauchamp Business Centre
 Sparrowhawk Close
 Malvern WR14 1GL
 UK
 P +44 (0) 1484 219000
 F +44 (0) 1484 775276

security@metrasens.com www.metrasens.com

Quote



13631 Poplar Circle, Conroe, TX 77304
 (936) 588-2064 office

Bedford County Sheriff's Office
 Tommie Bolyn
 110 Northcreek Drive
 Shelbyville, TN 37160
 tommie.bolyn@bedfordcountytexas.org

Date: 7/16/2020
 Quote #: EF715208FTN
 RE: Service Contract

Quotation valid until: 9/14/2020
 Prepared by: Emily Fan

Comments or Special Instructions

- These prices do not include sales tax if applicable.
 - Purchase Orders to be written to: ADANI Systems, Inc., 13631 Poplar Circle, Conroe, TX 77304
 - Late fees may be applied to past due invoices.
- *Does not include required hardware upgrades if applicable

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
SERVICE CONTRACT			
BY6045 - ANNUAL SERVICE CONTRACT	2	\$ 4,000.00	\$ 8,000.00
Annual Preventative Maintenance Visits		\$	\$
Software Upgrades*		\$	\$
Annual Redaction Safety Survey		\$	\$
Refresher Operator and Administrator Training		\$	\$
Parts and Shipping		\$	\$
Labor		\$	\$
Technician Travel		\$	\$
Terms of Service		\$	\$
Service contract is valid from 12/8/2020-12/8/2021		\$	\$
10% DISCOUNT FOR MULTIPLE UNITS	2	\$ (400.00)	\$ (800.00)
YEAR 3 ANNUAL SERVICE CONTRACT	2	\$ 4,300.00	\$ 8,600.00
Service contract is valid from 12/8/2020-12/8/2022		\$	\$
10% DISCOUNT FOR MULTIPLE UNITS	2	\$ (430.00)	\$ (860.00)
YEAR 4 ANNUAL SERVICE CONTRACT	2	\$ 4,622.50	\$ 9,245.00
Service contract is valid from 12/8/2020-12/8/2023		\$	\$
10% DISCOUNT FOR MULTIPLE UNITS	2	\$ (462.25)	\$ (924.50)
15% DISCOUNT FOR 2 YEAR SERVICE CONTRACT	2	\$ (1,245.00)	\$ (2,490.00)
25% DISCOUNT FOR 3+ YEAR SERVICE CONTRACT	2	\$ (3,230.63)	\$ (6,461.26)
* Up to 35% discount for multiple years and units *		\$	\$

Payment Terms: Net 30 Days
 Ship Date: 30 Days / ARO
 Terms of delivery: FOB Origin PrePay and ADD

12 MONTH
 24 MONTH
 36 MONTH

This Contract is provided by, and the obligations of the provider under this Contract are backed by the full faith and credit of, ADANI Systems, Inc.

ADANI Systems, Inc.
 13614 Poplar Circle, Unit 203
 Conroe, TX 77304

www.adanisystems.com
 info@adanisystems.com

Tel: 936.588.2064
 F: 864.589.5789

QUARTERLY REPORTS Q4


- Clerk and Master (deferred)
- Circuit Court Clerk/Driving School Director (deferred)

ANNOUNCEMENTS

- McAdams-Bedford County Training-Harris High School Historical Marker Dedication on September 5, 10:00, at 610 Elm Street. Those alumni being honored are Jim Mitchell, Eugene Ray Jr., Lonnie D. Reynolds, Dr. Earl Rippie, Jr. Those attending are urged to bring lawn or folding chairs.


ADJOURN

There being no further business before the Board, Yockey made a motion to adjourn and Chairman Graham declared the meeting adjourned at 7:27 p.m.




Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 13th day of August and delivered to the Bedford County Mayor's Office.



Donna Thomas
Bedford County Clerk

I certify that I received these minutes on the _____ day of August, 2020.



Chad Graham
Bedford County Mayor