

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, February 9, 2021 at 7:00 PM. Chairman Chad Graham called the meeting to order. Prayer was led by Commissioner Jeff Sweeney. Graham led the Pledge of Allegiance and Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas called the roll.

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

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 THE JANUARY 12, 2021 COMMISSION MINUTES – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Thomas. Second by Sweeney. Passed by roll call vote. 18 Ayes 0 Noes

ELECTIONS & CONFIRMATIONS

1. Elect Notaries – March 2021 list – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Vick. Second by Jason Sanders. Passed by roll call vote. 18 Ayes 0 Noes

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR February 2021
 TO: RULES AND LEGISLATIVE COMMITTEE DATE: 12-8-2020

NAME	NEW/RENEW	RECOMMENDED BY
1. Ashley Neeley	Renew	
2. Renee Yoes	Renew	
3. Donna A. Clanton	Renew	
4. Tina C. Cartwright	Renew	
5. Kenny Jamison	Renew	
6. LouAnn Smith	Renew	
7. Vonette J. Prince	Renew	
8. Lyn Dowd	Renew	
9. Kimberly C. Lovelace	Renew	
10. Angel D. Quick	Renew	
11. Cynthia Ward	Renew	
12. Cathy J. Long	Renew	
13. Michael Farrar	Renew	
14. Madelyne Knight	New	Pinson/Thomas
15. Ana Lilia Pichardo	New	Pinson/Thomas
16. Sheila M. Ray	New	Pinson/Thomas
17. Maryann Ridolfi	New	Thomas/Sweeney

2. Appointments - 231 Industrial Board

a. UT/TSU Extension Ag Committee

Nominations from the Bedford County Extension Staff were Linda Yockey (5th District, 2nd term), Russ Uselton (District 4, 2nd term), Janet Boyce (District 9, 2nd term), and Barbara Troxler (District 1, 1st term).

Motion to approve by Anderson. Second by Sweeney. Passed by roll call vote. 18 Ayes 0 Noes

a. UT/TSU Extension Ag Committee (continued)

From: Teague Jr, John K <jteague1@utk.edu>
Date: Thu, Dec 31, 2020 at 2:44 PM
Subject: Ag Committee
To: Biff Farrar <farrarb1949@charter.net>
Cc: Chad Graham <chad.graham@bedfordcountyttn.org>

Dear Commissioner Farrar:

The Bedford County Extension Staff wish to nominate the following to serve on the UT/TSU Extension Ag Committee as advisors. The committee is comprised of two men with farm men, two women with rural backgrounds, and three commissioners. This committee is called on for advice and consent on Extension programming for Bedford County as the need arises. We value their input and communicate with them regularly. They are familiar with and participants in our programming and they are a great resource for us in planning and evaluation. These committee members may serve three two-year terms, and we keep a rotation that assures members from across the county and areas of interest.

We nominate Commissioner Linda Yockey (District 5) for a second term.

We nominate Russ Uselton (District 4) for a second term.

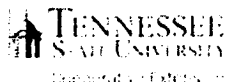
We nominate Janet Boyce (District 9) for a second term.

We nominate Barbara Troxler (District 1) for a first term.

We thank you for your help in presenting these nominations by due process to the Commission for their confirmation.

John K. Teague Jr.
County Extension Director
UT/TSU Extension - Bedford County
2105 Midland Road
Shelbyville, Tennessee 37160

931-684-5971 | 931-684-5971 Office
jteague1@utk.edu | bedford.tennessee.edu



b. Planning Commission

Graham put forth Lynn Kasicki to serve on the Planning Commission. Motion to approve by Thomas. Second by Vick. Passed by roll call vote. 18 Ayes 0 Noes

PRESENTATIONS

None

RESOLUTIONS

Resolution 21-17 - Martin Methodist College – State Acquisition of Martin Methodist College establishing a fourth undergraduate campus of the University of Tennessee System – Placed on agenda by the Rules and Legislative Committee.

Motion to approve by Vick. Second by Pinson. Passed by roll call vote. 18 Ayes 0 Noes



Resolution 21-17 - Martin Methodist College (continued)



BEDFORD COUNTY BOARD OF COMMISSIONERS

Resolution No. 21-17

State Acquisition of Martin Methodist College establishing a fourth undergraduate campus of the University of Tennessee System

Whereas, Bedford County is located in southern Middle Tennessee; and

Whereas, there is no public university between Memphis to the west, Chattanooga to the east, and Murfreesboro to the north; and

Whereas, four Alabama public universities reside across the southern border in closer proximity to most citizens in southern Middle Tennessee; and

Whereas, it is reported that 4500 Tennessee students are attending Alabama Universities; and

Whereas, when students leave southern Middle Tennessee to attend a college or university they are not likely to return to their communities where their professional skills are desperately needed; and

Whereas, Martin Methodist College has been filling the gap for more than 150 years; and

Whereas, the College is in a relative position of strength while limited in its capacity to serve the citizens of southern Middle Tennessee; and

Whereas, Martin Methodist College is a private college with a public mission; and

Whereas, the capacity of the University of Tennessee System and the State of Tennessee would be transformative for the College and the citizens of southern Middle Tennessee; and

Whereas, its citizens are tax paying and deserve the same access to affordable public higher education enjoyed by the remainder of the State; and

Whereas, accessible and affordable higher education is critical to the development of our economy and particularly in the rural areas of our State; and

Whereas, the state will receive the assets of Martin Methodist College at no cost.

Therefore, be it resolved that the County Commission of Bedford County request that the General Assembly approve legislation to allow for the acquisition of Martin Methodist College by the UT System and establish an appropriate allocation in support.

APPROVED this 9th of February, 2021


Chad D. Graham, Bedford County Mayor

ATTEST:


Donna Thomas, Bedford County Clerk

Resolution 21-18 – Five-year Property Assessment – Authorizing a Continuous Five (5) Year Reappraisal Cycle – Placed on agenda by the Rules and Legislative Committee..

Motion to approve by Thomas. Second by Castleman. Passed by roll call vote. 18 Ayes 0 Noes

Resolution 21-18 – Five-year Property Assessment (continued)



BEDFORD COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 21-18

RESOLUTION AUTHORIZING A CONTINUOUS FIVE (5) YEAR REAPPRAISAL CYCLE

WHEREAS, Tenn. Code Ann. § 67-5-1601 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes, and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period followed by revaluation of all such property in the year following completion of the review period and includes a current value updating during the third year of the review cycle and sales ratio studies during the second and fifth years of the review cycle, and

WHEREAS, Tenn. Code Ann. § 67-5-1601 provides that upon the submission of a plan by the assessor and upon approval of the State Board of Equalization, a reappraisal program may be completed by a continuous five (5) year cycle comprised of an on-site review of each real property over a four (4) year period followed by revaluation of all such property in the year following completion of the review period, and

WHEREAS, the county legislative body of BEDFORD County understands that by approving such a five (5) year reappraisal cycle a sales ratio study will be conducted during the second and fourth years of the review cycle, and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization;

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of BEDFORD County, meeting in regular session on this the 9th day of February, 2021, that:

PURSUANT to Tenn. Code Ann. § 67-5-1601, reappraisal shall be accomplished in Bedford County by a continuous five (5) year cycle beginning July 1, 2021, comprised of an on-site review of each parcel of real property over a four (4) year period followed by revaluation of all such property for tax year 2026.

Adopted this 9th day of February, 2021.

APPROVED:

ATTEST:

Chad D. Graham
Chad D. Graham, Bedford County Mayor

Donna Thomas
Donna Thomas, Bedford County Clerk

Revised January 2019

Resolution 21-19 – 401(a) or 401(b) Defined Contribution Plan – Placed on agenda by the Financial Management Committee.

Motion to approve by Brothers. Second by Tony Smith. Passed by roll call vote. 17 Ayes 0 Noes 1 Pass Thomas passed.

Resolution 21-19 – 401(a) or 401(b) Defined Contribution Plan (continued)

RESOLUTION 21-19

Bedford County

WHEREAS, _____ (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the County Commission ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

- be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
 13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
 14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
 15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to

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Resolution 21-19 – 401(a) or 401(b) Defined Contribution Plan (continued)

approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

- 16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on February 9, 2021, in accordance with applicable law.

By: [Signature]
Signature
Chad Graham
Printed Name
Mayor
Title

Attest: [Signature]
Date: 2-9-2021

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

Resolution 21-20 – Governmental 457(b) Deferred Compensation Plan – Placed on agenda by the Financial Management Committee.

Motion to approve by Anderson. Second by Brothers. Passed by roll call vote. 17 Ayes 0 Noes 1 Pass Thomas passed.

RESOLUTION

WHEREAS, Bedford County (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, Amendment Number Two signed February 8, 2012, Amendment Number Three signed February 26, 2015 and Amendment Number Four signed September 26, 2016 as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan;

WHEREAS, the County Commission ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

- 1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

- 3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

- 4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

- 5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

- 6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

- 7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

- 8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

- 9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

Resolution 21-20 – Governmental 457(b) Deferred Compensation Plan (continued)

- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on February 9, 2021, in accordance with applicable law.

By: Chad Graham
Signature
Chad Graham
Printed Name
Mayor
Title

Attest: Donna Thomas
Date: 2-9-2021

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

REPORTS BY STANDING COMMITTEES

Rules and Legislative Committee

Consideration of application made by SFC Properties LLC "Sun Chaser Mkt" – 2301 Hwy 82-S & New Center Church Rd., Shelbyville, Tax Map 129J; Parcels 004.0 & 003.01, both currently zoned A-1 be included as a Rural Village Neighborhood in the Special Character District Resolution which has not been finalized – Placed on the agenda by Commissioners Linda Yockey and Jeff Sweeney.

Per Planning Commission minutes from January 5, 2021:

Applicant requests a creation of a special character district. Motion was made to send request to the Rules and Legislative Committee with an unfavorable recommendation due to the fact that this brand new zoning resolution section was amended by the Commission at the time of its adoption without having Planning Commission review. The way in which this was written, and then amended, made the entire special character district section premature for application and essentially unenforceable. County Attorney Ginger Shofner determined that the Planning Commission has 30 days to act on items submitted to it but there are no consequences in the law which provide relief to applicants if the Commission takes additional time to study an item or make its recommendation. (Gill, Graham) Motion passed with 7 Ayes and 0 Nays.

Motion by Yockey to honor the Planning Commission's recommendation to deny the application until such time as the resolution can be finalized. Second by Sweeney.

Yockey, who is secretary of the Planning Commission, explained that the application was submitted before the zoning resolution has been finalized. Because the request was made, it had to be voted on. The Planning Commission voted to send it to the Legislative Body with a recommendation to deny the application until the resolution is finalized, at which time the application may be reconsidered.

Graham clarified that a yes vote means to accept the recommendation of the Planning Commission to deny the application, while a no vote means to approve the application.

Farris expressed concern that the applicants may lose their application fees and suggested the item be tabled until the overlay is approved. Thomas asked why it was brought before the Commission tonight. Graham said he had spoken with Chris White who explained that certain application types require that the Commission approve or disapprove. Thomas asked if the applicants would lose the fees they have paid. Attorney Bobo stated that the fees could be waived if the application was re-submitted once the overlay is completed. Julie Sanders asked whether the motion should be amended

Consideration of application made by SFC Properties LLC "Sun Chaser Mkt" (continued)

to include the waiving of fees. Yockey did not want to add to the motion coming from the Planning Commission. Yockey said the waiving of any additional fees could be handled without amending the motion. Bobo agreed that would be the way to handle it.

Farris made a motion to defer the item for one month. Motion to defer failed for lack of a second.

Graham clarified again that a yes vote means to accept the recommendation of the Planning Commission to deny the application, while a no vote means to approve the application.

Motion to deny the application passed by roll call vote. 17 Ayes 0 Noes 1 Pass
Farris passed.

Law Enforcement Committee

None

Courthouse and Property Committee

None

Financial Management Committee

Quarterly Report for period ending December 31, 2020 – Placed on the agenda by the Financial Management Committee.

Motion to approve by Tony Smith. Second by Yockey. Passed by roll call vote. 18 Ayes 0 Noes

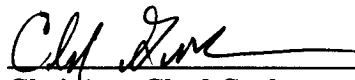
A copy of the Budget Amendment is on file in the Clerk's office.

ANNOUNCEMENTS

- County offices will be closed Monday, February 15, in recognition of President's Day.
- Property Assessor Ronda Clanton announced that her office will be closed on February 19 for the conversion to a new computer system. The office will be open internally on February 15, but closed to the public.

ADJOURN

There being no further business before the Board, Vick made a motion to adjourn and Chairman Graham declared the meeting adjourned at 7:32 p.m.



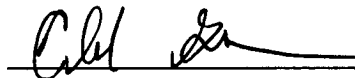
Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 12th day of February and delivered to the Bedford County Mayor's Office.



Donna Thomas
Bedford County Clerk

I certify that I received these minutes on the 12 day of February, 2021.



Chad Graham
Bedford County Mayor

