

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, March 9, 2021 at 7:00 PM. Chairman Chad Graham called the meeting to order. A moment of silence was observed in memory of former Commissioner and County Executive Jimmy Woodson. Prayer was led by Commissioner Don Gallagher. Graham led the Pledge of Allegiance and Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas called the roll.

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

There were 15 commissioners present. Commissioners Mark Thomas, Jason Sanders and Tony Smith were absent.

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

APPROVAL OF THE FEBRUARY 9, 2021 COMMISSION MINUTES – Placed on the agenda by Rules and Legislative Committee.

Motion to approve by Sweeney. Second by Gallagher. Passed by roll call vote. 15 Ayes 0 Noes

ELECTIONS & CONFIRMATIONS

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

Motion to approve by Vick. Second by Yockey. Passed by roll call vote. 15 Ayes 0 Noes

BEDFORD COUNTY CLERK
DONNA THOMAS COUNTY CLERK
 100 PUBLIC SQ STE 104
 SHELBYVILLE TN 37160
 Telephone 931-684-1921
 Fax 931-685-9590

Notaries to be elected March 09, 2021

HOLLI AVANS	ADRIENNE R KING
FAYE H BAUGHER	JENNIFER LITTLE
CARRIE BENNETT	CATHY J LONG
TAMMY K BLEDSOE	JEROME MARSH
ASHLEY BRASEALE	BOBBY F NEWELL
DAVID E BROWN	ROGER CLAY PARKER
TINA C CARTWRIGHT	LAURIE L PERRY
WILLIAM D CHRISTIE	JOY L PIERSON
DONNA A CLANTON	KARINA PINA
LAURA BETH CLARDY	CAROL POTTS
ASHLEY M DAVENPORT	CONNIE MARIE POTTS
BRENDA DETOYE	CAROL PRICE
KAMYA DORSEY	VONNETTE J PRINCE
MICHAEL FARRAR	SHELIA M RAY
K MORGAN CLARDY GERWECK	FAYE M REEDY
MELANIE GIBBS	KIMBERLY ROBERTS
AIDE GONZALEZ	LOUANN SMITH
KELLY HICKSON	RONETTE TILLMAN
JUSTINA L HIX	BERT C TROXLER
TANNA HOLBERT	DAYTON WARREN
LINDSEY HOLDEN	MARY L WHITNEY
KENNY JAMISON	RENEE YOES

2. Appointments - 231 Industrial Board

- a. Library Board
- b. Beer Board

Request from Shelbyville/Bedford County Public Library to move Charity Troyer from a City appointment to a County appointment to ensure the library board appointments reflect what is required in the by-laws. Graham also put forth Bart Williams to serve on the Beer Board. Motion to approve by Anderson. Second by Gallagher. Passed by roll call vote. 15 Ayes 0 Noes

Library Board and Beer Board (continued)

**SHELBYVILLE-BEDFORD COUNTY
PUBLIC LIBRARY**
220 South Jefferson Street
Shelbyville TN 37160
(931) 684-7323 voice (931) 688-4848 fax

January 26, 2021

County Mayor Chad Graham
1 Public Square
Shelbyville TN 37162

Dear Mayor Graham,

The Shelbyville-Bedford County Library Board would like to request that Charity Troyer be moved from a City appointment to a County appointment to ensure the library Board appointments reflect what is required in the by-laws. Ms. Troyer owns a house in both the city and the county making this possible. At this time, the Board has 7 City appointees and 4 County appointees when the by-laws require 6 City and 5 County. This was the result of a change made in the by-laws and the required number of Board members lowering to 11 in 2019. She will complete her term that ends in June of 2022 serving as a representative of the County should this be approved.

Sincerely,


Lisa Ann Morehart, Library Director

PRESENTATIONS

None

RESOLUTIONS

Resolution 21-21 – Recommendation for Tennessee State Legislature to name a bridge in memory of PFC Forrest Wells – Placed on agenda by the Rules and Legislative Committee.

Motion to approve by Vick. Second by Epperson. Passed by roll call vote. 15 Ayes 0 Noes



BEDFORD COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 21-21

HONORING FORREST WELLS

WHEREAS, Forrest Wells, a native of Bedford County, Shelbyville, TN, born December 3, 1920, and died October 16, 2007. A loving husband and father, loyal employee at Empire Pencil Company, and World War II veteran.

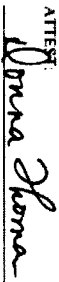
WHEREAS, in 1944 Private First Class (PFC) Wells was awarded a Certificate of Merit by Brigadier General James M. Lewis, Commanding Officer 30th Infantry Division in recognition of his heroism on the night of July 29, 1944. While serving as a member of a gun section in the vicinity of Heberkron, France, his battery was subjected to a heavy aerial attack. During this bombardment, the gunpowder surrounding one of the unit's 155 mm howitzers was set ablaze. Without hesitation, PFC Wells left his sheltered position and rushed over to extinguish the flames, thereby eliminating the danger it posed to his fellow soldiers and saving valuable materials from destruction.

WHEREAS, on November 7, 2014 Mr. Wells posthumously received the Bronze Star Medal by order of the Secretary of the Army for meritorious achievement in active ground combat as well as a letter of honor from President Barack Obama, the 44th president of the United States of America.

WHEREAS, on February 2, 2015, Mr. Wells was honored and on congressional record before the 114th United States Congress.

NOW, THEREFORE, the Bedford County Board of Commissioners does hereby resolve to recommend to the Tennessee General Assembly to take the necessary action to name the state bridge located on Highway 231, crossing Hurricane Creek, in memory and honor of PFC Forrest Wells for his service on behalf of Bedford County and country.

Passed 15 to 0 on the 9th day of March, 2021

ATTEST:

Donna Thomas, Bedford County Clerk


Chad D. Graham, Bedford County Mayor

REPORTS BY STANDING COMMITTEES

Rules and Legislative Committee

Interlocal Agreement: Exhibit B, Amendment One by and between Bedford County, Tennessee and the City of Shelbyville, Tennessee for the Establishment of a Joint Economic Director position

Motion to approve by Sweeney. Second by Gallagher. 15 Ayes 0 Noes

Interlocal Agreement (continued)

Exhibit B

**AMENDMENT ONE
TO THE
INTERLOCAL AGREEMENT**

BY AND BETWEEN

**BEDFORD COUNTY, TENNESSEE, AND
THE CITY OF SHELBYVILLE, TENNESSEE**

FOR

THE ESTABLISHMENT OF A JOINT ECONOMIC DIRECTOR POSITION

THIS AMENDMENT ONE TO THE INTERLOCAL AGREEMENT BY AND BETWEEN BEDFORD COUNTY, TENNESSEE, AND THE CITY OF SHELBYVILLE, TENNESSEE, FOR THE ESTABLISHMENT OF A JOINT ECONOMIC DIRECTOR POSITION (hereinafter referred to as the "Amendment") is entered into as of the date it is executed by and between BEDFORD COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter singularly referred to as "County"), and the CITY OF SHELBYVILLE, TENNESSEE, a municipal corporation duly incorporated and organized under the laws of the State of Tennessee (hereinafter singularly referred to as "City"), and subject to the following premises, terms, and conditions.

WHEREAS, the County and the City (hereinafter collectively referred to as the "Parties") held joint meetings of their legislative bodies in early 2019 to discuss their respective viewpoints on the state of economic development within their jurisdictions, including industrial recruitment and tourism, and the potential for joint ventures to promote growth in these areas, including the hiring of a full-time position focused on developing economic growth within the County and City; and

WHEREAS, in April 2019, the Parties did establish the Joint Oversight Committee for Industrial Recruitment and Tourism Development (hereinafter referred to as the "Oversight Committee") to further study these issues and to make recommendations to the Parties; and

WHEREAS, the Parties each budgeted One Hundred Thousand and no/100 Dollars (\$100,000.00) in the fiscal year 2019-2020 to fund potential cooperative efforts for industrial recruitment, economic and tourism development, including creating a full-time position to spearhead such efforts; and

long-term individual and business partnerships; and

WHEREAS, the Parties are authorized to undertake such joint efforts, including the creation of nonprofit organizations pursuant to the "Tennessee Interlocal Cooperation Act", Tennessee Code Annotated section 12-9-101 et. seq.; and

WHEREAS, the Parties believe this Amendment to the Agreement to be in their collective best interests and that of the public at large, and desire to enter into it for the promotion of economic development, including industrial recruitment and tourism, within the County and City.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. **Purpose.** This Amendment to the Agreement is for the purpose of modifying some of the original terms of the Agreement entered into October 2019, including the manner, terms, and conditions by which the County and the City shall jointly establish and provide for a full-time Economic Director position dedicated to joint economic development for the Parties. This Amendment shall modify and supplement the original Agreement, not replace it, and all terms and provisions in the original Agreement not specifically modified by this Amendment herein shall remain in full force and effect. This Amendment shall be designated as "Exhibit B" to the original Agreement and is incorporated by reference.

II. **Effective Date and Term of Agreement.** This Amendment shall become effective upon the signatures of all Parties. The original termination date of the Agreement, June 30, 2022, remains in effect; however, the Parties recognize and acknowledge that it may be necessary to continue funding this endeavor past that date and do hereby agree and affirm that any extensions or renewals of the Agreement to continue funding at the current monetary level or any future modified monetary level must be brought back before each Party's respective legislative body for approval.

III. **Cooperative Agreement.** The Parties reaffirm their agreement to cooperate with each other, and shall use all reasonable efforts to cause the fulfillment of the conditions to the Parties' obligations hereunder and to obtain as promptly as possible all consents, authorizations, orders, or approvals from each and every third party, whether private or governmental, required in connection with the transactions contemplated by this Amendment.

WHEREAS, the Oversight Committee studied those issues and recommended to the Parties that they enter into a three (3)-year Interlocal Agreement through which they would agree to hire a Shelbyville-Bedford County Economic Director (hereinafter referred to as the "Economic Director"); and

WHEREAS, in October 2019, the Parties did enter into such "Interlocal Agreement for the Establishment of a Joint Economic Director Position" (hereinafter referred to as the "Agreement") agreeing to hire an Economic Director to serve both Parties and set out the terms by which the position was to be employed, financed, and supervised, including the establishment of the Joint Economic Advisory Committee (hereinafter referred to as the "Advisory Committee"); and

WHEREAS, the Agreement called for additional funding of Two Hundred Thousand and no/100 Dollars (\$200,000.00) from each Party throughout the end of fiscal year 2021-2022, with the Agreement set to terminate on June 30, 2022; and

WHEREAS, throughout calendar year 2020, the Advisory Committee and the Parties attempted to fulfill the position of Joint Economic Director as an employee of the City of Shelbyville in accordance with the terms of the Agreement but were unable to do so due to a number of factors; and

WHEREAS, in late 2020, in consultation with and upon the recommendation of the Advisory Committee, the County independently of its own accord, hired Shane Hooper on a six (6)-month consultation services contract to serve as the Economic Director using monies provided by the City outside of and in addition to those funds contemplated and provided for by the Agreement, with the intention that he provide recommendations for the structuring and operational procedures for joint economic development efforts; and

WHEREAS, said Economic Director Hooper has made recommendations to the Advisory Committee that the parties create two (2) non-profit domestic corporations to carry out the purposes of the Agreement, including employment of the Economic Director position; and

WHEREAS, on February 23, 2021, the Advisory Committee met and approved the recommendations as made by the Economic Director consultant as contained within this Amendment and recommended such adoption by the Parties; and

WHEREAS, the Parties wish to create the recommended nonprofit corporations for the promotion of economic development and the improvement of business conditions in the City and County, and to provide for such organizations' initial financial support with the goal of expanding for opportunities for community involvement and fostering

Amendment One to Interlocal Agreement, March 2021
City of Shelbyville and Bedford County, Tennessee
Page 2

IV. **Modification.** The Parties agree that this Amendment may be modified only by written consent of each Party.

V. **Establishment of Non-Profit Corporations for Economic Development.** The Parties do hereby agree to the incorporation of two (2) domestic nonprofit corporations in accordance with the "Tennessee Nonprofit Corporation Act", Tennessee Code Annotated Title 48, Chapter 51-68, (hereinafter the "Nonprofit Act") to carry out the purposes of the Agreement, including the employment of a full-time Economic Director, with a beginning emphasis on industrial recruitment, to be potentially expanded in the future in phases for tourism and workforce development. The Parties further authorize the transfer of said Economic Director position, any economic development programs, and funding contemplated under the Agreement to such nonprofit corporations as specified in this Amendment. The incorporation and operation of such nonprofit corporations shall be as follows:

A. **The Incorporators and Initial Board of Directors.** Those persons serving as individual incorporators of both nonprofit corporations shall be County Mayor Chad Graham, City Mayor Wallace Cartwright, County Commissioner Jeff Sweeney, and City Councilmember Henry Feldhaus, III. These individuals shall serve as the initial government official members of the Boards of Directors for both corporations. Mayors Graham and Cartwright shall serve as Directors as long as they hold their respective mayoral positions, and Commissioner Sweeney and Councilmember Feldhaus are appointed to initial two (2)-year terms. The Incorporators shall hold an organizational meeting after the incorporation to organize and appoint any remaining members to the corporate boards of directors.

B. **The Shelbyville-Bedford Partnership, Inc.** The Shelbyville-Bedford Partnership, Inc. shall be incorporated as a domestic nonprofit corporation in accordance with the Nonprofit Act for classification under section 501(c)(6) of the Internal Revenue Code (26 U.S.C. section 501(c)(6)) and may have members. During the course of this Agreement or any extension or renewal thereof, the operational authority of the corporation shall lie with a seven (7)-member Board of Directors, including the authority to employ the Economic Director and create By-Laws for the operation of the corporation not inconsistent with the terms of this Agreement.

1. **Board of Directors.** The Board of Directors' membership shall be composed as follows:

Interlocal Agreement (continued)

- a. The County Mayor
 - b. The City Mayor
 - c. One (1) County Commissioner appointed to a two (2)-year term. After the initial two (2) year term as provided in subsection A. above, the County shall select the Director from the Board of Commissioners in whatever manner it deems appropriate.
 - d. One (1) City Councilmember appointed to a two (2)-year term. After the initial two (2) year term as provided in subsection V.A. above, the City shall select the Director from the City Council in whatever manner it deems appropriate.
 - e. Three (3) members of the general public who are not local governmental officials for staggered three (3)-year terms. In order to establish staggered terms, at the initial appointment of general public members to the Board of Directors by the Incorporators, one (1) such Director shall be appointed to a one (1) year term, one (1) Director to a two (2)-year term, and one (1) Director to a three (3)-year term. From thereafter, appointments shall be to three (3) years terms by the Board of Directors or membership of the corporation to be established in the By-Laws.
2. **Distribution of Assets Upon Dissolution.** In the event of dissolution or final liquidation of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the lawful debts and liabilities of the corporation, distribute all the assets of the corporation to one or more of the following categories of recipients as the Board of Directors shall determine:
- a. to a nonprofit organization or organization which may have been created to succeed the corporation, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 and shall use the assets for public purposes or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) or

section 501(c)(6) of such Code; and/or

- b. to a nonprofit organization or organizations having similar aims and objects as the Corporation and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 and shall use the assets for public purposes or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) or section 501(c)(6) of such Code.

No distribution of the assets of this corporation shall ever be made to any member, director, or officer of this corporation.

C. **The Shelbyville-Bedford Community Foundation, Inc.** The Shelbyville-Bedford Community Foundation, Inc. shall be created in accordance with the *Nonprofit Act* as a domestic nonprofit corporation for classification under section 501(c)(3) of the Internal Revenue Code (26 U.S.C. section 501(c)(3)). During the course of this Agreement or any extension or renewal thereof, the operational authority of the corporation shall lie with a four (4)-member Board of Directors who shall have the power to employ and/or utilize the services of the Economic Director in conjunction and cooperation with the Shelbyville-Bedford Partnership, Inc., and create By-Laws for the operation of the corporation not inconsistent with the terms of this Agreement.

- 1. **The Board of Directors.** The Board of Directors' membership shall be composed as follows:
 - a. The County Mayor
 - b. The City Mayor
 - c. One (1) County Commissioner appointed to a two (2)-year term. After the initial two (2) year term as provided in subsection A. above, the County shall select the Director from the Board of Commissioners in whatever manner it deems appropriate.
 - d. One (1) City Councilmember appointed to a two (2)-year term. After the initial two (2) year term as provided in subsection A. above, the City shall select the Director from the City Council in whatever manner it deems appropriate.

- 2. **Distribution of Assets Upon Dissolution.** In the event of dissolution or final liquidation of the corporation, the Board shall, after paying or making provision for the payment of all the lawful debts and liabilities of the corporation, distribute all the assets of the corporation to one or more of the following categories of recipients as the Board shall determine:
 - a. to a nonprofit organization or organization which may have been created to succeed the corporation, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 and shall use the assets for public purposes or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code; and/or
 - b. to a nonprofit organization or organizations having similar aims and objects as the corporation and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 and shall use the assets for public purposes or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code.

No distribution of the assets of this corporation shall ever be made to any member, director, or officer of this corporation.

- D. **Fiscal Year.** The fiscal years of both corporations shall end on June 30th.
- E. **Registered Agent and Office.** The initial Registered Agent and Registered Office for both corporations shall be Shane Hooper, Office of Economic Development, Bedford County Courthouse Annex, 104 Public Square N, Shelbyville, TN 37160.
- F. **Principal Executive Office.** The initial Principal Executive Office for both corporations shall be the Office of Economic Development, Bedford County Courthouse Annex, 104 Public Square N, Shelbyville, TN 37160.

VI. **Funding.** The Parties agree to share equally in the costs necessary to execute and carry out the purposes of the Agreement, unless otherwise specifically stated herein.

A. The Parties shall continue to fund this joint enterprise in accordance with the original terms of the Agreement, until the Shelbyville-Bedford Partnership, Inc. is incorporated and begins operations, at which time, the Parties shall pay their future fund payments obligated under the Agreement to the Shelbyville-Bedford Partnership, Inc., instead of to the joint bank account currently administered by the City.

B. It is intended and agreed upon by the Parties that upon the establishment of the Shelbyville-Bedford Partnership, Inc., the funds now held in the joint bank account currently administered by the City pursuant to the Agreement shall be transferred to the Shelbyville-Bedford Partnership, Inc., except for an amount of Ten Thousand Dollars (\$10,000.00) to be retained for purposes of funding expenses of continuing work of the Advisory Committee.

C. It is intended and agreed upon by the Parties that the nonprofit corporations created in accordance with this Amendment shall receive such previously designated governmental funds for the purposes of carrying out economic development for the Parties, and such nonprofit corporations shall hire independent accounting services as is necessary to administer such funds.

D. The Parties hereby agree to settle their joint account currently administered by the City to realize an equal cost-sharing burden for all activities related to the Agreement, including the reimbursement to the City for funds it provided outside the Agreement's original terms for the hiring by the County of Shane Hooper as an Economic Director under a six-month consultant services contract.

E. The transfers of such joint account funds as allowed by this Amendment and the payment of any future governmental monetary payments obligated by the Agreement are to be granted to the nonprofit corporations upon the express understanding that an annual independent audit of corporation finances will be conducted and provided to each Party by each of the corporations that receive governmental monies. This audit requirement will last throughout the duration of the Agreement and any subsequent extensions or renewals thereof in which additional

Interlocal Agreement (continued)

governmental funding may be provided by the Parties to any nonprofit corporations created in accordance with the Agreement, and as long as such governmental funds are held by and used by such nonprofit corporations.

VII. **Position of Joint Economic Director.** The Parties agree that, prior to the end of the six (6)-month consultant contract held by the County with Shane Hooper, the position of Economic Director shall be become an employee of the Shelbyville-Bedford Partnership, Inc., and the employment, supervision, and direction of said position shall become the responsibility of said corporation's Board of Directors. The provisions of the original Agreement contained in Section VI. "Position of Joint Economic Director", subsections A. and C. are no longer relevant and are specifically struck from the Agreement. The job description attached as Exhibit A to the Agreement shall be amended by the Board of Directors to reflect this new employment structure and any changes in job duties, obligations, or responsibilities as the Board deems appropriate and consistent with the overall purposes of this Agreement, without having to submit the amended job description for the Parties' approval.

VIII. **Continuing Work of Advisory Committee.** The Advisory Committee shall continue to meet to carry out further study and implementation of additional economic development programs, specifically to include workforce development and tourism, that will not be the immediate focus of the nonprofit corporations, and to advise the Parties as to how such programs should be structured and operated.

IX. **Duplicate Originals.** Two or more duplicate originals of this Amendment may be signed by the Parties, each of which shall be an original, but all of which together shall constitute one and the same Amendment.

WITNESS our signatures the day and date written below.

As approved and recommended by the Shelbyville-Bedford County Economic Advisory Committee at their Special Called Meeting of February 23, 2021.

BY: Henry Feldhaus, III
Chairman
Shelbyville-Bedford County
Economic Development
Advisory Committee

BEDFORD COUNTY, TENNESSEE

CITY OF SHELBYVILLE, TENNESSEE

By: _____
Chad Graham, Mayor

By: _____
Wallace Cartwright, Mayor

Date: _____

Date: _____

Approved by the Bedford County Board of Commissioners at its March 9, 2021, meeting.

Approved by the City Council of the City of Shelbyville at its March 11, 2021, meeting.

ATTEST:

ATTEST:

Donna Thomas
Bedford County Clerk

Lisa Smith
Shelbyville City Recorder

PREPARED BY AND APPROVED AS TO FORM:

Ginger Bobo Shofner
Shelbyville City Attorney
Attorney for the Joint Economic
Advisory Committee

\\City of Shelbyville - 10665\Economic Development\2019\02-23-21\AMENDMENT 1 INTERLOCAL AGREEMENT Version 3.docx

Law Enforcement Committee

None

Courthouse and Property Committee

None

Financial Management Committee

None

ANNOUNCEMENTS

- Anderson commended the SCHS football players and families for serving the community by repairing storm damage to various homes of the elderly.
- Brothers said that the Community Viking girls will be going to substate on Thursday at 10 a.m.

ADJOURN


There being no further business before the Board, a motion was made to adjourn and Chairman Graham declared the meeting adjourned at 7:13 p.m.

Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 12th day of March 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 March, 2021.



Chad Graham
Bedford County Mayor