

PUBLIC NOTICE

The Bedford County Planning Commission

On March 8, 2021, unanimously recommended the amendment of the Zoning Resolution of Bedford County, specifically Article IV, Section 4.060 Overlay Zoning Districts; Article III, Section 3.360 Signs, Billboards and Advertising Structures; and, Article III, Section 3.420 Rural Village Neighborhood Development Regulations.

On March 16, 2021, the Bedford County Rules and Legislative committee unanimously recommended the zoning amendments be voted on by the Bedford County Commission.

The public hearing will occur immediately before the Bedford County Commission meeting which will begin at 7:00 p.m. on April 13, 2021. The public hearings and commission meeting will be held at the Bedford County historic courthouse in the second-floor courtroom.

Accommodations

Persons with a disability who wish to request accommodation to participate in the Public Meeting should notify Anna Frazier at least one (1) business days prior to the Meeting at (931) 684-7944 or email your request to anna.frazier@bedfordcountyttn.org to discuss accommodations. Every reasonable effort will be made to meet your need.

Chairman Chad Graham opened the public hearing for the amendment of the Zoning Resolution and asked if anyone wanted to make any comments. Tracey Strassner, representing Sunchaser Market, spoke in favor of the resolution. There being no further speakers, Graham closed the public hearing.

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, April 13, 2021 at 7:00 PM. Chairman Chad Graham called the meeting to order. Prayer was led by Commissioner Mark Thomas. Graham led the Pledge of Allegiance and Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas called the roll.

BRENT SMITH
JOHN BROWN
JANICE BROTHERS
ED CASTLEMAN
SYLVIA PINSON
MARK THOMAS

BRIAN FARRIS
JULIE SANDERS
JEFF SWEENEY
GREG VICK
LINDA YOCKEY
JASON SANDERS

TONY SMITH
DON GALLAGHER
PHILIP FARRAR
BILL ANDERSON
ANITA EPPERSON

There were 17 commissioners present. Commissioner Chasity Gunn was absent.

Pursuant to Governor Lee's Executive order No. 71, Commissioners may participate by telephonic or other electronic means.

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

Motion to approve by Thomas. Second by Castleman. Passed by roll call vote. 17 Ayes 0 Noes

ELECTIONS & CONFIRMATIONS

1. **Elect Notaries – May list** - *Placed on the agenda by Rules and Legislative Committee.*

Motion to approve by Epperson. Second by Yockey. Passed by roll call vote. 17 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 April 13, 2021

JUDITH C ALEXANDER
TIMOTHY R CHAPMAN
KAYLA CLANTON
LORI DAWSON A
JAMES R GANN
CYNTHIA J GREGORY
DEBORAH J LAWSON
SAMANTHA MALLARD
JOSEFINA MAZA
AMANDA L MORGAN

ANGELA PARKER
AMANDA PERRYMAN
KATHY PRATER
LYNNETTE SCOTT
LEANN SIMMONS
RONALD W TILLMAN
CINDY VANNATTA
MARY V WRIGHT

- 2. Appointments
 - a. Planning Commission
 - b. County Historian

Mayor Graham put forth Larry Hasty to serve on the Planning Commission and Al Simmons to serve as County Historian. Motion to approve by Anderson. Second by Thomas.
 Passed by roll call vote. 17 Ayes 0 Noes

PRESENTATIONS

None

RESOLUTIONS

Resolution 21-22 – A Resolution in support of Fair Housing – Placed on agenda by the Rules and Legislative Committee.

Motion to approve by Vick. Second by Sweeney. Passed by roll call vote. 17 Ayes 0 Noes



BEDFORD COUNTY BOARD OF COMMISSIONERS

Resolution No. 21-22

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS in the County of Bedford Tennessee that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, national origin, familial status, or handicap is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing law). It is the policy of Bedford County to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, familial status, or handicap. Therefore, Bedford County does hereby pass the following resolution.

BE IT RESOLVED that within available resources Bedford County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, familial status, or handicap to seek equity under Federal and State laws by filing a complaint with the Tennessee Human Rights Commission or the U.S. Department of Housing and Urban Development, Atlanta Regional Office Compliance Division.


BE IT FURTHER RESOLVED that Bedford County shall publicize this resolution and through this publicity shall cause owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing law and any applicable State or local laws or ordinances.

SAID PROGRAM will at a minimum include, but not be limited to: (1) the printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

EFFECTIVE DATE

This resolution shall take effect April 13th 2021.

SIGNATURE


 Chad Graham, Bedford County Mayor

ATTEST


 Donna Thomas, Bedford County Clerk

Resolution 21-23 – A Resolution to Amend Articles III, IV and VII of the Zoning Resolution of Bedford County – Placed on agenda by the Rules and Legislative Committee.

Motion to approve by Sweeney. Gallagher noted that the phrases struck out are the ones to be deleted. Second by Vick. Passed by roll call vote. 13 Ayes 2 Noes 2 Passes
 Commissioners Anderson and Brent Smith voted no. Commissioners Farrar and Thomas passed.

Resolution 21-23 (continued)



BEDFORD COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 21-23

A Resolution to Amend Articles III, IV and VII of the Zoning Resolution of Bedford County:

WHEREAS, Section 13-7-101 through 13-7-401, of the Tennessee Code, empowers the County to enact a Zoning Resolution and to provide for its administration, enforcement, and amendment, and

WHEREAS, the Bedford County Commission has deemed it necessary to make an amendment to the Zoning Resolution of Bedford County, and

WHEREAS, the Bedford County Commission has requested its Regional Planning Commission to study and recommend an amended version of the aforementioned Articles, this Resolution having been voted on and recommended by the Bedford County Regional Planning Commission, and

WHEREAS, the Bedford County Regional Planning Commission has recommended the amendment of Article IV Zoning Districts, Section 4.060 Overlay Zoning Districts, by amending Section 4.065 and all its specifically enumerated subsections herein, (first passed on October 13, 2020), and the creation of a new definition of the phrase "Historical Village" in Article VII, section 7.020 Definitions; and

WHEREAS, the Bedford County Regional Planning Commission has recommended the deletion of Article III Supplementary Provisions Applying to Specific Districts, specifically, Section 3.360 Signs, Billboards, and Other Advertising Structures; and the deletion of Article IV, Section 4.066 Special Character District Overlay Application Procedures; and

WHEREAS, the Bedford County Regional Planning Commission has recommended the creation of a new section under Article IV, Section 4.067 called Special Character Zone Boundaries, along with its maps; and

WHEREAS, the Bedford County Regional Planning Commission has recommended the creation of a new section under Article III, Section 3.420 called Rural Village Neighborhood Development Standards:

Customary Incidental Home Occupations as found in Article III, Section 3.020 (A).

Parcels of land identified as being located within or inside the borders of any adopted Special Character Zone Boundary may choose to voluntarily opt-out and thus be removed from any such Zone Boundary. Parcels having thus voluntarily opted-out, shall abide by all zoning and building code requirements for the zone lot (e.g., A-1, C-1, etc.) otherwise required, and shall not be entitled to or burdened by any exemption, benefit, or additional standard afforded to or required of parcels inside the Special Character Zone Boundary. Future modifications to any Zone boundary may be accomplished through standard rezoning procedures.

5. ~~Any existing business currently established within the confines of a Commercial Village Center, will be considered exempt and are considered grandfathered, and as such, are in immediate compliance with this section.~~

- E. **Special Façade and Signage/Advertising Requirements**
Parcels seeking to be included within any RVN District Zone Boundary must adhere to enhanced façade and signage requirements.

Construction: All new construction must have its façade elevations constructed in the same rural character as other historical structures it may be near or adjoin, consistent with the architectural character of the District Zone. All plans must be submitted in full to the Zoning Director who shall approve each new building plan.

1. In no case may vinyl siding be used as a part of any façade on any elevation. Concrete block is permitted as a structural element when it (all sides) is completely covered and concealed by an enhanced veneer material such as a Hardy Board type siding or other decorative cementitious building product - approved by the planning department.
2. No exposed foundations, unless by design, to appear as large period structural foundation stones.
3. No roofs with a slope/pitch less than 4 inches in height for every 12 inches, as measured horizontally from the edge of the roof to centerline (4/12 pitch).
4. Parapet walls above roof line shall be designed with the minimum standards. The adopted building code shall supersede these requirements, but at no time fall below these minimum standards:
 - a. Height of roofing at wall: minimum of 12" to top of parapet.
 - b. TPO may not lap over top of parapet unless required by unique construction conditions.
 - c. Top of parapet, below cap, to be sealed with fluid applied flashing (FAP).

By identifying these once vital commercial and social centers, the historical significance of its location may be conserved, and its architecturally important buildings, homes and distinctive character can be better preserved. The District Zone is designed to assist each historical village to maintain its rural character and function as viable and attractive centers of social and light-commercial activity, instilling community cohesiveness, promoting local tourism, and eliminating traditional barriers for successful commercial growth in disadvantaged rural settings. ~~The district is designed to implement the alternative scenario of rural village neighborhoods as depicted in the comprehensive plan.~~

- B. **EAC - Employment and Activity Center.**
The purpose of an EAC District Zone is to provide a more intense mixed-use accommodation of commercial, office, retail, service, and industrial uses as well as multi-family residential for a wide market area and a variety of activities. These areas are not historical in nature but are opportunities for rural commercial and light industrial activity in need of higher-density residential development, catering to thriving employment opportunities and burgeoning office/retail and corporate development. ~~The district is designed to implement the alternative scenario of employment and activity centers as depicted in the comprehensive plan.~~

4.065.2 Use and Structure Provisions

- A. **Uses Permitted (No Changes)**
- B. **Special Exceptions**
Special exceptions permitted for consideration by the Board of Zoning Appeals are listed in the Land Use Activity Table in Appendix B. Specific development standards for new construction in the RVN zone shall be found in Article III, Section 3.420, Rural Village Neighborhood Development Regulations and Article VIII, Section 8.080, Procedure for Authorizing Special Exceptions.
- C. **Prohibited Uses (No Changes)**
- D. **Zoning Exemptions**
These are specific exemptions to resolutions otherwise governing parcels in the district within a Special Character Zone Boundary.

1. ~~Parcels identified to be located within the Special Character District - Rural Village Neighborhood (RVN) are deemed to be exempt from any and all distance regulations for the sale of beer found under T.C.A. § 57-5-105(b)(1). For the purpose of calculating said distance regulations for beer sales around, near or beyond a RVN District, the~~

Commercial	General Retail, Shopping Center, Fuel, Restaurant/Bar/Pub, Micro Brewery if approved by Beer Board.			Mini-storage, (Pet) Displays of Merchandise
Office/Institutional	General Office, Educational;			
Industrial	Light Industrial; Distribution, Tool & Die			

2. ~~Article IV Section 4.046 (Deleted in its entirety - Section number reserved for future use)~~

3. ~~Article IV Section 4.067 (NEW)~~

4.067. Special Character Zone Boundaries

The maps included herein each outline the established boundaries of each Special Character Zone. Inclusion into any Special Character Zone shall be voluntary. Owners of property identified by the Planning Department as being recommended for inclusion into a Special Character District Zone, may choose to voluntarily have the parcel(s) opted-out of inclusion into the Zone at the time of its creation. Or an owner, at any later time, may choose to remove its parcel from such a Zone. Owners of property voluntarily removed from such a Zone may not request re-inclusion of such removed property back into a Zone after such time as having developed, improved, or re-developed the said removed property.

4.067.0. Identified Special Character Zones & Boundary Maps

A. Rural Village Neighborhood Zones (RVN)

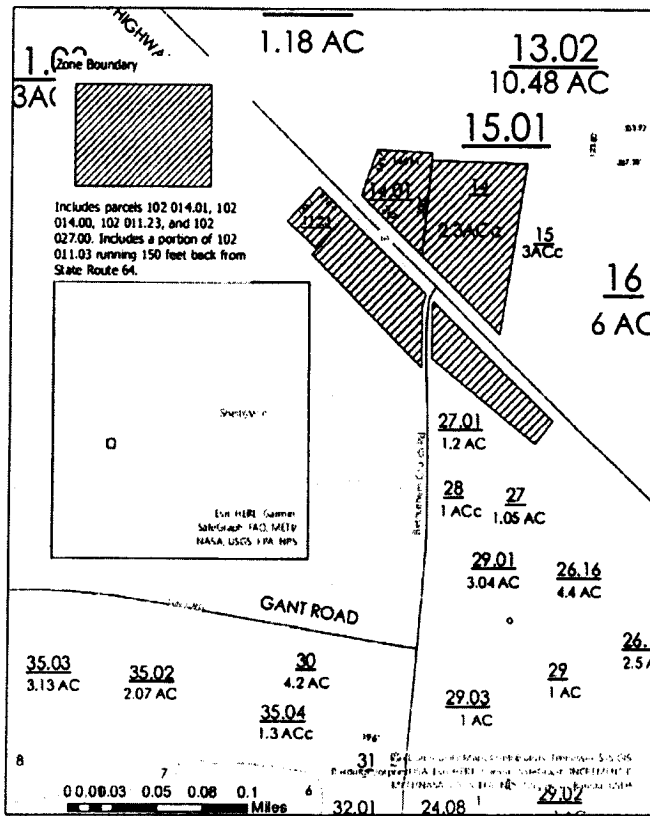
- 4.067.1. Bedford Rural Village Neighborhood Zone
- 4.067.2. Flat Creek Rural Village Neighborhood Zone
- 4.067.3. Wheel Rural Village Neighborhood Zone
- 4.067.4. Halls Mill Rural Village Neighborhood Zone

Resolution 21-23 (continued)

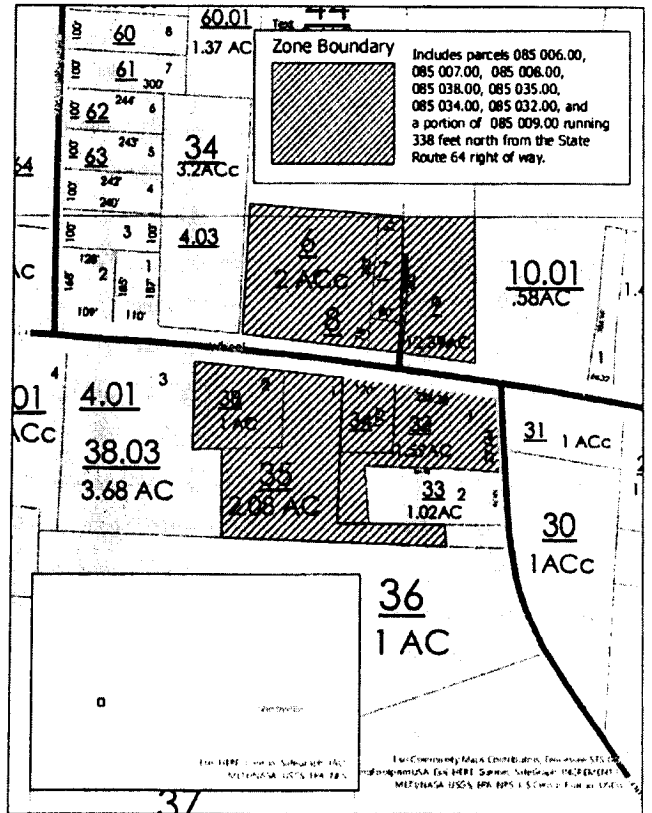
Resolution No. 21-23
Amend Articles III, IV and VII
Zoning Resolution of Bedford County
Page 9

Resolution No. 21-23
Amend Articles III, IV and VII
Zoning Resolution of Bedford County
Page 11

Bedford Rural Village
Neighborhood (BRVN) Zone Boundary



Wheel Rural Village Neighborhood
(WRVN)



Resolution No. 21-23
Amend Articles III, IV and VII
Zoning Resolution of Bedford County
Page 13

4. ARTICLE III
Section 3.360 (G) SIGNS, BILLBOARDS, AND OTHER
ADVERTISING STRUCTURES (DELETE)

5. ARTICLE III
Section 3.420 RURAL VILLAGE NEIGHBORHOOD
DEVELOPMENT REGULATIONS (NEW)

The purpose of the RVN Zone is to better accommodate mixed-use (residential and essential convenience retail, office, home-office and light-commercial) opportunities for rurally situated pre-century villages and recognized historical communities providing the physical design characteristics and economic pathways for the development of pedestrian orientation, store front streets, local businesses and local employment within a neighborhood setting.

In order to accomplish the County Commission's goal of creating better planned, more economically sustainable, and more accessible rural commercial opportunities, the Board of Zoning Appeals must, in review of its decision to approve or deny any applied for special exception for an RVN development, require the following items be submitted for review with the Planning Department at least 30 days prior to the next regularly scheduled BZA meeting:

1. A plot plan, as described in Article II, Section 2.080;
2. Visual architectural renderings or conceptual drawings depicting the proposed development/buildings in a scaled context, showing all architectural elements, facades, fenestrations, signage, etc., and how local traffic, vehicular, pedestrian, and multi-modal, interact with and visit (parking/loading-unloading concepts) the project.

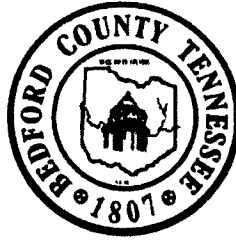
6. ARTICLE VII
Section 7.020 Definitions
Create new definition called "Historical Villages".

Historical Villages - A Historical Village, in the context of a Rural Village Neighborhood Overlay Zone, is an unincorporated named cross-road community, village, hamlet, or named rurally situated commercial area, existing and/or referenced on any published Bedford County, Tennessee map(s) of at least fifty (50) years in age.

Resolution 21-24 – A Resolution to authorize a grant application to the Tennessee Housing Development Agency for Home Grant Funds. – Placed on agenda by the Finance Committee.

Motion to approve by Anderson. Second by Thomas. Passed by roll call votes. 17 Ayes 0 Noes

Resolution 21-24 (continued)



BEDFORD COUNTY BOARD OF COMMISSIONERS

Resolution No. 21-24

A RESOLUTION TO AUTHORIZE A GRANT APPLICATION TO THE TENNESSEE HOUSING DEVELOPMENT AGENCY FOR HOME GRANT FUNDS

WHEREAS, the Tennessee Housing Development Agency is accepting grant applications to authorize federal funding to address substandard housing; and

WHEREAS, Bedford County is eligible for HOME funds; and

WHEREAS, there exists a need for rehabilitation of substandard housing in Bedford County, Tennessee; and

WHEREAS, Bedford County wishes to submit an application.

NOW, THEREFORE, BE IT RESOLVED, THAT

1. The Mayor be authorized and directed to execute and submit an application for funds to the Tennessee Housing Development Agency for HOME funds in the amount of \$500,000.
2. The Mayor be authorized to enter into all necessary agreements with the Tennessee Housing Development Agency to receive grant funds and authorizing South Central Tennessee Development District to administer such grant funds.
3. The South-Central Tennessee Development District shall prepare all necessary documents for the completion of said application for the proposed project, and should the grant be awarded, shall be engaged to perform all administrative services for said project, at a cost of 6% of the total award.
4. \$500,000 is the total cost of the project and no local matching funds are required to carry out the program.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption, the welfare of the County requiring it.

Motion to adopt the foregoing resolution having been made by Anderson, seconded by Thomas, a roll call vote was held and the following voted:

AYE: - 17

NAY: - 0

THE VOTE BEING TAKEN, MAYOR CHAD D. GRAHAM DECLARED THIS RESOLUTION DULY ADOPTED, THIS THE 13 DAY OF April 2021

ATTEST:

Donna Thomas
Donna Thomas, County Clerk

Chad D. Graham
Chad D. Graham, County Mayor

Resolution 21-25 – A Resolution to grant the County Mayor the authority, responsibility, and the continued oversight for the property acquired by the approved Strategic Preservation Exchange as a strategic Preservation Exchange as a strategic primer for economic development opportunities in the Historic Public Square district in the Bedford County Seat of Shelbyville, Tennessee. – Placed on agenda by the Finance Committee.

Motion to approve by Vick. Second by Sweeney. In response to a question by Brent Smith, Graham explained that this gives the Mayor the authority to explore possibilities for the property. Epperson wanted to make sure any decisions would come back to the Commission. Vick and Graham assured the body that that would be the case. Motion passed by roll call vote. 17 Ayes 0 Noes

Resolution 21-25 (continued)



BEDFORD COUNTY BOARD OF COMMISSIONERS

Resolution No. 21-25

A Resolution to grant the County Mayor the authority, responsibility, and the continued oversight for the property acquired by the approved Strategic Preservation Exchange as a strategic primer for economic development opportunities in the Historic Public Square district in the Bedford County Seat of Shelbyville, Tennessee.

WHEREAS, the Bedford County Commission endorsed a Viability Study to be conducted for a conceptual Main Street Market, and

WHEREAS, a cross functional Main Street Market Viability Committee was established by the County Mayor's office, and

WHEREAS, the said Main Street Market Viability Committee advanced its Viability report to the Rule's & Legislative Committee demonstrating concept Viability, and

WHEREAS, the Bedford County Mayor, as a result of the Viability Committee's favorable report, sanctioned the Committee to conduct a Feasibility Study for the conceptual Main Street Market, and

WHEREAS, the Bedford County Commission authorized, as a result of the Viability Committee's favorable report, a Strategic Preservation Exchange agreement which provided an acquisition method in which to acquire the property, and

WHEREAS, in February 2021, the Main Street Market Feasibility Committee presented favorable findings to the Bedford County Mayor, recommending an authorization for the Mayor to continue oversight of the Main Street Market concept property and the evaluation of multiple different development solutions.

NOW, THEREFORE BE IT RESOLVED by the Bedford County Commission meeting at Shelbyville, Tennessee on this the 13 day of April, 2021, that:

The County Commission hereby grant to the Mayor of Bedford County the responsibility, authority, and the continued oversight for the property acquired by the approved Strategic Preservation Exchange (the said property more properly identified as Map 089H-D Parcel(s) 005.00, 006.00, and 007.00). Said authority hereby conveys to the County Mayor responsibilities that may include but not be limited to improvement, repair, maintenance, marketing, and the authority to negotiate for its highest use(s) and our most advantageous opportunity for lease, conveyance, transfer or sale, all without the use or expenditure of any new tax revenue, and all said actions without joinder on behalf of Bedford County

Passed this 13 day of April, 2021.

APPROVED:

Signature of Chad D. Graham, Bedford County Mayor

4-13-21 Date

ATTEST:

Signature of Donna Thomas, Bedford County Clerk

4-13-21 Date

REPORTS BY STANDING COMMITTEES

Rules and Legislative Committee

None

Law Enforcement Committee

None

Courthouse and Property Committee

None

Financial Management Committee

1. Contract between Bedford County EMS and Vanderbilt University Medical Center

Motion to approve by Tony Smith. Second by Anderson. Passed by roll call vote. 17 Ayes 0 Noes

Copy of contract on file in Clerk's office.

2. ENA Voice Opt-In Contract

Motion to approve by Brothers. Second by Pinson. Passed by roll call vote. 17 Ayes 0 Noes

ENA Voice Opt-In Contract (continued)

ENA Voice Opt-In Agreement (2021)
(Educational Networks of America)

ENA is our provider for:

- Internet and Internet services
- Voice (telephone system)
 - At all sites except BCLA and Maintenance
- Wireless
 - At all sites except BCLA, Bus Garage, and Maintenance

ENA is offering a cost savings of @\$1200/month if this agreement is signed. It is for 3 years with the option to add another year and then another, based on Metro Nashville continuing with their contract.

Bedford County Schools is part of the ENA Consortium among many, many more districts across the state. BCS has signed an LOA to be a part of this consortium, and the Metro Nashville Contract is the document at the heart of this collaboration of school systems. The consortium allows for Metro Nashville to include BCS when filing the federal 470 which requests CAT1 and CAT1 services to be funded by e-rate. This helps BCS with e-rate filing for Internet services yearly.

The ENA agreement that the BCS Technology Dept is wishing to be signed is a voluntary option. If BCS chooses to back out of this agreement, BCS will revert back to year-to-year pricing (higher cost). BCS can even change partners and drop ENA during this time, if so desire.

Bedford County has been using ENA Voice services since around 2009 for half of the schools. In the 2019-2020 school year, the Technology Dept rolled ENA Voice out to the remaining school sites except for BCLA to build a unified telephone system across the district. The Transportation Office was also added this school year. BCS has made an investment in ENA Voice. It is a solid platform and has been for many, many years.

This agreement is showing the desire to stay with ENA Voice throughout the life of the Metro Nashville contract which BCS is a part of via the ENA Consortium.

4. Disconnection. Upon disconnection of Service, ENA shall release to Client's new service provider the telephone number(s) used in connection with Client's Service if all of the following occur:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client agrees to resolve any outstanding dues or fees on the account; Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations using the Services.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.11 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature. Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA the physical location(s) at which the Service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

Client may opt-in for self-management of 9-1-1 records via a supplied web portal. Client must designate individuals who will be granted access to the web portal and who will be responsible for maintaining 9-1-1 data.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications described herein. Client hereby certifies that it has adhered the labels to each phone and appropriately inform all end users of the Services of the 9-1-1 Dialing Feature specifications. If Client fails to provide the necessary records or refuses to make such certification, ENA may immediately suspend Service until such records are provided or certification is made. Client hereby forever releases ENA from any and all liability, losses or damages which may arise from ENA's suspension or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature specifications detailed herein. ENA reserves the right to terminate the Services for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Agreement, Client acknowledges that it understands the 9-1-1 Dialing Feature is provided as part of the Services.

ENA Opt-In Voice Services Agreement

This Opt-In Agreement for ENA Voice Services is entered into by Bedford County Schools ("Client") as of July 1, 2021 ("Effective Date") in conjunction with Metro Nashville Public Schools Purchase of Internet Access and Related Services Contract 2-225071-08 ("MSA") between Education Networks of America, Inc. ("Contractor" or "ENA") and The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education and Client voluntarily extended related services accordingly.

Client agrees to exercise its voluntary option to extend the term to June 30, 2024, under section 4 of the MNPS Contract. Further, Client intends to exercise its voluntary option to extend through 2026 if MNPS so extends.

Client agrees that the following terms of service ("Terms of Service") shall govern Client and its Users use of ENA voice services (the "Services"). In these Terms of Service, "User" shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency ("LOA") may be used by any of ENA, its affiliates or underlying service providers, as appropriate, for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant pricing document(s). While most of the charges associated with ENA's service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as described below and in more complete detail in ENA's published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA has informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA's tariffs, as updated. Client may request that Directory Assistance calls be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls to US locations outside the continental United States are not included in the Services and will incur a per call charge based on ENA's then applicable rates. International calls are blocked by default. Client may request that international calling be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA has informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA's Voice services.

2. Invoicing. Client's first invoice from ENA may include a partial month of Service. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice. After the initial billing cycles, Client's invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client's existing provider(s) regarding the porting of your existing numbers to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.11, Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R. §§ 9.11 or any other FCC rules regarding the provision of 9-1-1 services as a result of Client's breach of or failure to comply with any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED WITH PROVIDING 911 OR ANY OTHER EMERGENCY SERVICES TO ITS END USERS ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS Agreement.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA internet-based service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address(es) where each phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY REGISTER THE NEW ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION AND DO NOT INFORM ENA, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED FROM A PHONE AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may not be the same as the phone number you are calling from and if your 9-1-1 call is disconnected, the 9-1-1 operator may need to call you back. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example -- the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations for VoIP 911 service are as follows:

ENA Voice Opt-In Contract (continued)

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.
- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed call utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.
- Labels will be provided that you or others using the equipment are notified of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone numbers and phone numbers will be used and to which emergency services will be sent in the event that you dial 9-1-1. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialled calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no representation, warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or subcontractors, nor any other provider of ENA's services, shall be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA's 9-1-1 service unless such claims or causes of action arise from ENA's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or subcontractors, nor any other provider of ENA's services, from and against all claims, damages, losses, suits or actions, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or liability of a person to use, ENA's 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

COMPANY: TENNESSEE SCHOOL SYSTEM;
 ENA Services, LLC
 Bedford County Schools

By: _____
 Name: _____
 Title: _____
 Date: _____

ENA Service Order

Service Order Number:

Organization:

Address:

City:

State:

Zip:

Phone:

Service Order Description:

Service Order Status:

Service Order Type:

Service Order Category:

Service Order Sub-Category:

Service Order Product:

Service Order Price:

Service Order Tax:

Service Order Total:

Service Order Date:

Service Order Effective Date:

Service Order Expiration Date:

Service Order Renewal Date:

Service Order Cancellation Date:

Service Order Creation Date:

Service Order Last Modified Date:

Service Order Created By:

Service Order Last Modified By:

Service Order Created On:

Service Order Last Modified On:

Item	Description	Quantity	Unit Price	Total Price
1	ENA Voice Service	1	\$150.00	\$150.00
2	ENA 9-1-1 Dialing Feature	1	\$150.00	\$150.00
3	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
4	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
5	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
6	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
7	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
8	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
9	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
10	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
11	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
12	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
13	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
14	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
15	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
16	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
17	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
18	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
19	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
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95	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
96	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
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98	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
99	ENA Emergency Call Forwarding	1	\$150.00	\$150.00
100	ENA Emergency Call Forwarding	1	\$150.00	\$150.00

ENA Service Order

Service Order Number:

Organization:

Address:

City:

State:

Zip:

Phone:

Service Order Description:

Service Order Status:

Service Order Type:

Service Order Category:

Service Order Sub-Category:

Service Order Product:

Service Order Price:

Service Order Tax:

Service Order Total:

Service Order Date:

Service Order Effective Date:

Service Order Expiration Date:

Service Order Renewal Date:

Service Order Cancellation Date:

Service Order Creation Date:

Service Order Last Modified Date:

Service Order Created By:

Service Order Last Modified By:

Service Order Created On:

Service Order Last Modified On:

ENA Voice Opt-In Contract (continued)

Intent to Purchase Internet Access Services

This agreement of Intent ("Agreement") is initiated on (insert date) 3/4/2021

between Bedford County Department of Education (name of school system), hereinafter referred to as "Tennessee School System" and ENA Services, LLC, Nashville, Tennessee, hereinafter referred to as "ENA."

Tennessee School System agrees to obtain certain Internet Access, Telecommunication Services and/or Voice Services for the funding year(s) 2021 to 2025 from ENA, based on Metro Nashville Public Schools Contract pursuant to RFP 16-11 awarded 02-18-2016 (Tennessee E-rate Consortium).

Tennessee School system agrees to request budget for the requested services. However, this agreement of Intent may be null and void if funds for these services are not appropriated in the budget approved for the Tennessee School System for the applicable fiscal year.

In the event that the Tennessee School System's Universal Service E-Rate discount is not approved due to inaccurate certifications of the Tennessee School System to the FCC or SLD, ENA may recover 100% of the cost of delivered services from the Tennessee School System.

AGREED TO:

Tennessee School System: Bedford County Department of Education

Signature of Authorized Person _____

Printed name and Title of Authorized Person _____

Date Signed _____

For ENA:

Signature of Authorized Person _____

Printed Name and Title of Authorized Person: _____

Date Signed _____

3. Bedford County Department of Education School Budget Amendment No. 3

Motion to approve by Yockey. Second by Tony Smith. Passed by roll call vote. 17 Ayes 0 Noes

Copy of budget on file in Clerk's office.

4. Bedford County Budget Amendment No. 4

Motion to approve by Brothers. Second by Yockey. Passed by roll call vote. 17 Ayes 0 Noes

Copy of budget on file in Clerk's office.

Q3 REPORTS

1. **Clerk & Master** - absent
2. **Circuit Court Clerk/Driving School Director** – absent
3. **County Clerk** – Donna Thomas submitted report and highlighted the new occupancy tax that took effect on January 1. Total YTD transactions in the clerk's office are up 5% and revenue collected for Bedford County is up 12%.
4. **Director of Schools** – Dr. Tammy Garrett said that she is settling in to her new position.
5. **Election Registrar** – absent, submitted report.
6. **Highway Superintendent** – absent, submitted report
7. **Property Assessor** – Ronda Clanton reported that values from the 5 year reappraisal locked in on January 1, 2021. The overall average increase in value is 40%. Clanton reminded the body that the re-appraisal is revenue-neutral and that the property tax rate should go from \$2.66 to \$1.9657. The new rate will be certified after May 1. The assessor's office will begin mailing notices to property owners on April 16.
8. **Registrar of Deeds** – Johnny Reed reported that his office has been very busy. They have begun taking credit card and debit card payments. He said that the software provider for the Register's office will soon have a free website for property fraud protection. The property owner will be able to log in to the website and get alerts when their documents are being viewed.
9. **Trustee** – Tonya Davis reported that property tax collection went well. They are in the process of 2nd notices. Her staff is communicating with delinquent tax payers. This year they have 117 fewer delinquent properties and \$64K less to send to the Clerk and Master. E-checks, credit cards, and online payments have increased and their drop box has been active. She said that the tax relief payout this year should be greater due to re-appraisal.

ANNOUNCEMENTS

- The United Way Crawfish Boil will be held on April 21. See John Carney for tickets.
- The Arrowhead Ranch fish fry fundraiser will be held on Saturday, April 17.

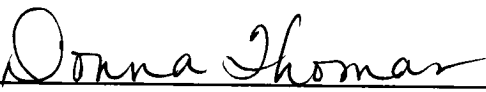
ADJOURN

There being no further business before the Board, a motion was made to adjourn and Chairman Graham declared the meeting adjourned at 7:55 p.m.



Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 19th day of April and delivered to the Bedford County Mayor's Office.



Donna Thomas
Bedford County Clerk

I certify that I received these minutes on the 19 day of April, 2021.



Chad Graham
Bedford County Mayor