

There was a public hearing held prior to the Commission meeting to allow members of the public to speak on the rezoning requests of Rob Molchan from SEC, Inc. (1842 Fairfield Pike, Shelbyville) and DHRK Properties, LLC (Hwy 231-N, Shelbyville). Chairman Graham asked if anyone would like to speak in favor or in opposition. No one responded. The public hearing was closed.

PUBLIC HEARING TO BE HELD

February 11, 2020 immediately before 7:00 p.m. Commission Meeting

IN THE CIRCUIT COURT ROOM,

2ND FLOOR, OF THE BEDFORD COUNTY COURTHOUSE

The Bedford County Board of Commissioners will conduct an open public hearing for the following requests:

1. Zoning Request: Rob Molchan from SEC, Inc. – 1842 Fairfield Pike, Shelbyville, Tax Map 069; Parcel 025.00, currently zoned A-1. A portion of 3.35 acres from the 19-acre tract is being proposed to be rezoned to C-1 for Commercial/Retail Space or Gas and Convenience Station. *Motion made to send to Rules and Legislative Committee with a favorable recommendation. (Sweeney, Stacy) Motion passed unanimously.*
2. Zoning Request: DHRK Properties, LLC - Hwy 231-N (Lying to the North of the intersection of Hwy 231-N and Eady Rd.), Shelbyville, Tax Map 040; Parcel 007.00, currently zoned A-1. Owner requests 10 acres from the 195+ acres to be rezoned to C-1 for mini-storage units. The portion of the parcel seeking to be rezoned lies as follows: Beginning at a point on Highway 231 North - 726 feet North of the intersection of Eady Road and the said Highway 231 North, West exactly perpendicular to Highway 231 North 1000 feet. From that point, continue South, exactly parallel to Highway 231 North to a point where it intersects with Eady Road. From that point on Eady Road, 1000 feet from its intersection with Highway 231 North, continue East on the said Eady Road 600 feet. From that point on Eady Road, continue North, exactly perpendicular with Highway 231 North 676 Feet. From that point, continue East 400 feet to the said Highway 231 North, the total zoned area encompassing 10 total acres +/-.
See Bedford County Zoning Resolution 4.046, B. Permitted Uses, 12. Warehouses or storage facilities.
Commissioner Farmer made note of the Shelbyville Gateway Overlay District which would be in effect for all development within the confines of this proposed project, staff confirmed. Motion made to send to Rules and Legislative Committee with a favorable recommendation. (Stacy, Simons) Motion passed unanimously.

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 11, 2020 at 7:00 PM. Chairman Chad Graham called the meeting to order. Prayer was led by Commissioner Sweeney. Graham led the Pledge of Allegiance and Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas called the roll.

MARK THOMAS
JIMMY PATTERSON
JANICE BROTHERS
ANITA EPPERSON
SYLVIA PINSON

BRENT SMITH
BILL ANDERSON
JEFF SWEENEY
GREG VICK
CHASTITY GUNN

JOHN BROWN
JULIE SANDERS
PHILIP FARRAR
TONY SMITH
LINDA YOCKEY

There were 15 commissioners present. Commissioners Don Gallagher, Ed Castleman, and Brian Farris were absent.

APPROVAL OF THE JANUARY 14, 2020 COMMISSION MINUTES

Motion to approve by Thomas. Second by Pinson. Passed by voice vote.

ELECTIONS & CONFIRMATIONS

1. Elect Notaries

Motion to approve by Thomas. Second by Anderson. Passed by voice vote.

1. Elect Notaries (continued)

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR March 2020
TO: RULES AND LEGISLATIVE COMMITTEE DATE: 1-14-20

NAME	NEW/RENEW	RECOMMENDED BY
1. Dianna H. McBee	Renew	
2. Carole A. Chunn	Renew	
3. Conle L. Smith	Renew	
4. Ricky M. Overcase	Renew	
5. Maureen H. Poole	Renew	
6. Gregory G. Vick	Renew	
7. Karen W. Swing	Renew	
8. Albert Anthony Phillips	Renew	
9. Tabitha Talaeal	Renew	
10. Helene C. Wharton	Renew	
11. Vickie L. Simpson	Renew	
12. Julie D. Burton	Renew	
13. Melanie K. Hartley	Renew	
14. Phongsavanh Wilmhoff	Renew	
15. Trisha L. Hengar	Renew	
16. Angela Boyce	Renew	
17. Tabitha Johnson	New	Sweeney/Gunn
18. Jillian Carubers	New	Thomas/Sweeney
19. Austin Wilson	New	Thomas/Sweeney
20. Jason P. Bobo	New	Thomas/Sweeney
21. Kelli L. Wilkerson	New	Sweeney/Thomas

2. Appointments

A. Agriculture Extension Advisory Committee

Graham put forth Don Gallagher to serve a 2nd 2-year term. Motion to approve by Thomas. Second by Anderson. Passed by voice vote.

Graham put forth Janet Boyce to serve a 2nd 2-year term. Motion to approve by Yockey. Second by Epperson. Passed by voice vote.

Graham put forth Ed Castleman to serve a 2nd 2-year term. Motion to approve by Anderson. Second by Sweeney. Passed by voice vote.

Graham put forth Don Curl to serve a 3rd 2-year term. Motion to approve by Yockey. Second by Sweeney. Passed by voice vote.

B. Board of Zoning Appeals

Graham put forth Wayne Hart to fill an open seat. Motion to approve by Anderson. Second by Thomas. Passed by voice vote.

C. Planning Commission

Graham put forth Jay Graham to fill an open seat. Motion to approve by Vick. Second by Anderson. Passed by voice vote.

PRESENTATIONS

None

RESOLUTIONS

Resolution 20-19

Referred by the Rules and Legislative Committee.

A resolution to authorize Mayor Chad Graham to sign a proposal with Tennessee Department of Transportation regarding TDOT Project No. NHE-16(29).

Sponsor: Mayor Chad Graham

Motion to approve by Epperson. Second by Brothers. Passed by voice vote.

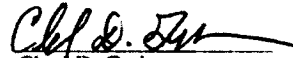
RESOLUTION No. 20-19

Authorization for Mayor Chad Graham of Bedford County to sign a Proposal

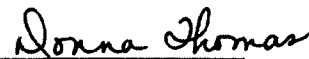
with Tennessee Department of Transportation for Project No. NHE-16(29)

NOW THEREFORE, BE IT RESOLVED BY THE Legislative Body of the County of Bedford meeting in regular session this 11th day of February 2020 that the Mayor be authorized to sign a Proposal with the Tennessee Department of transportation for the road improvement project.

ADOPTED this 11 th day of February, 2020.


Chad D. Graham,
County Mayor
Board of County Commissioners
Bedford County, Tennessee

ATTEST:


Donna Thomas, County Clerk
Bedford County, Tennessee

Recorded in book 17, page number(s) 736



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

DATE: JANUARY 07, 2020

Chad D. Graham, County Mayor
Bedford County
1 Public Square, Room 101
Shelbyville, TN 37160

RE: Proposal for Acceptance
STATE PROJ. #: 02006-3256-14
FED PROJ. #: NHE-16(29)
COUNTY(s) Bedford
PIN #: 100352.02
DESCRIPTION: From Jenkins Road to SR-276 (Thompson Creek Road)
Route: SR-16

Dear Mayor Graham:

Enclosed you will find two (2) originals of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, both signed originals of the proposal should be returned to me, accompanied by a certified original copy of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly recorded. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order to keep the project schedule from being delayed. If you have any questions or anticipate any delay in the acceptance of this proposal, please feel free to call me.

Sincerely yours,


TDOT Regional ROW Transportation Manager II
Phone: 615-350-4225

Enclosures: Proposals (Originals & 2 copies)
Sample Resolution
Plans

Resolution 20-19 (continued)

Federal Project Number: NHE-16(29)
State Project Number: 02005-3256-14

Federal Project Number: NHE-16(29)
State Project Number: 02005-3256-14

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF BEDFORD, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Bedford, Tennessee, hereinafter "COUNTY", designated as Federal Project No. NHE-16(29), State Project No. 02005-3256-14, that is described as "From Jenkins Road to SR-276 (Thompson Creek Road) Route: SR-16", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs

Resolution 20-19 (continued)

Federal Project Number : NHE-16(29)
State Project Number: 02005-3256-14

Development Office. the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the 11 day of February, 2020.

THE COUNTY OF Bedford, TENNESSEE

BY: Chad D. Graham
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

Resolution 20-20
Referred by the Rules and Legislative Committee.
A resolution to submit application in cooperation with the Town of Wartrace for a Community Development Block Grant to extend water lines to the Union Ridge vicinity. Local matching contributions will be provided for by the Town of Wartrace.
Sponsors: Mayor Chad Graham, Commissioner Don Gallagher.

Motion to approve by Thomas. Second by Gunn. Graham noted that the resolution is contingent upon the Wartrace town council passing their resolution. There will be a 10% match required, which will be provided by Wartrace. Motion passed by voice vote.

BEDFORD COUNTY COMMISSION

RESOLUTION No. 20-20

WHEREAS, Bedford County, Tennessee is eligible for funds under the State of Tennessee "Small Cities" Community Development Block Grant Program; and

WHEREAS, the Town of Wartrace wishes to extend water lines to the Union Ridge vicinity which has long suffered from inadequate wells and springs; and

WHEREAS, a 100,000 gallon water storage tank is needed in the Union Ridge vicinity in order for the Town of Wartrace to extend water lines to that community and to provide adequate water storage to the eastern section of the Wartrace Water System; and

WHEREAS, Bedford County in cooperation with the Town of Wartrace has agreed to submit an application for said project;

NOW, THEREFORE, BE IT RESOLVED, THAT

The total cost of the project is estimated to be \$480,000. The Community Development Block Grant request is \$398,400. The balance of \$81,600 or 17% (including Three Star incentive) in local matching contribution will be provided by the Town of Wartrace.

PASSED AND SO ORDERED THIS 11th DAY OF FEBRUARY 2020.

Chad D. Graham
Chad D. Graham
County Mayor

REPORTS BY STANDING COMMITTEES

Rules and Legislative Committee

- 1. Application for Rezoning/Planning: 1842 Fairfield Pike, Shelbyville (Planning and Zoning Director Chris White)**

Motion to approve by Anderson. Second by Epperson. Yockey stated that the recommendation for rezoning was unanimous from the Planning Commission.

Passed by roll call vote. 15 Ayes 0 Noes


Bedford County Office of Planning & Zoning
200 Dover Street, Suite 101
Shelbyville, TN 37160
(931) 685-1336 FAX (931) 685-1337

APPLICATION FOR REZONING/PLANNING COMMISSION BEDFORD COUNTY TENNESSEE

The Planning Commission Meets: December 3, 2019 on 200 Dover St., Ste 110 @ 7:00 P.M.
Completed applications with all drawings must be submitted by 3:00 P.M. fifteen (15) calendar days prior to the meeting. Any and all drawings, petitions, legal descriptions, etc. must accompany the application along with any required fee.

Please include the following forms with the completed application: Tax Card, Tax Map, list of surrounding property owners within 1000 feet radius of applicant's property lines. This information can be obtained from the Property Assessor's office.

Application Fee: \$300.00

Applicant: SEC, Inc. c/o Rob Molchan, P.L.A. Owner ()
Agent or Representative 

Address: 850 Middle Tennessee Boulevard, Murfreesboro, TN 37128

Phone Number: 615-890-7901

Address of Property Requesting Action: 1842 Fairfield Pike, Shelbyville, TN 37160

Tax Map: 089 Parcel: 25.00 Present Zoning Classification: A-1 Proposed Zoning Class: C-1

Present Use: Vacant/Agricultural

Proposed Use/Action: Commercial/Retail Space or Gas and Convenience Station

The rezoning request is for a portion of the overall Parcel, the remnant parcel is roughly 3.35 acres of the overall 19.00 acre tract. This is the triangular tract left over when Highway 437 crossed the parcel.

New Construction: Proposed based on rezoning Existing: No existing structures

Comments: We are requesting rezoning the triangular shaped piece of property located at the southeast corner of the intersection of Fairfield Pike and Highway 437 for commercial development.

Note: This application shall be filed with the Bedford County Zoning Office no later than fifteen (15) days prior to the regularly-scheduled monthly meeting date of the Bedford County Planning Commission. The meeting regularly takes place on the first Tuesday of each month. Applicants will be notified of any change in the regular meeting date or time. The applicant requesting the rezoning or the representative must be present at the meeting for the request to be considered. A small sign advertising that the property is the subject of a rezoning request may be placed by the Zoning Office upon the request of any zoning or use change at least ten (10) working days prior to the scheduled meeting.

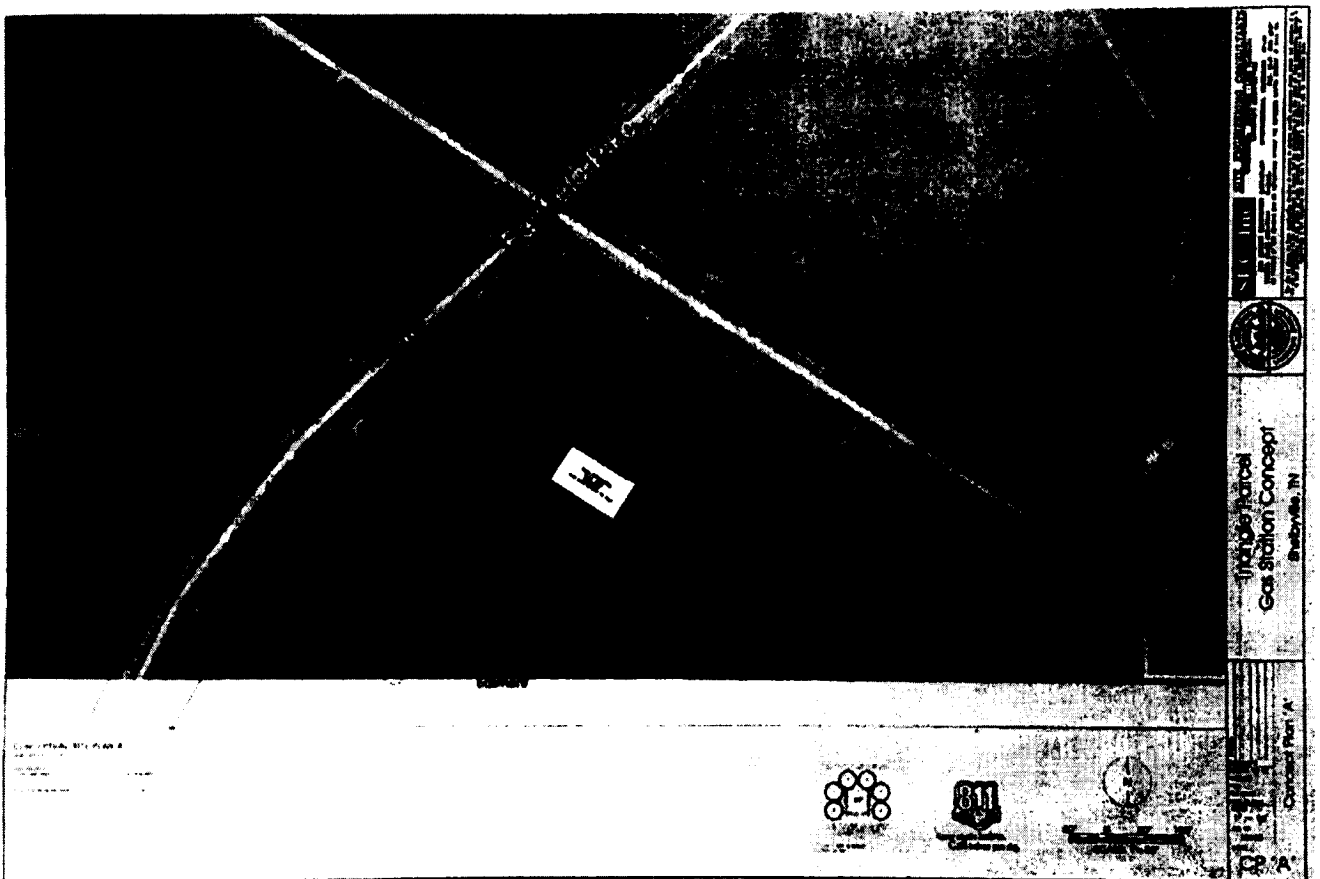
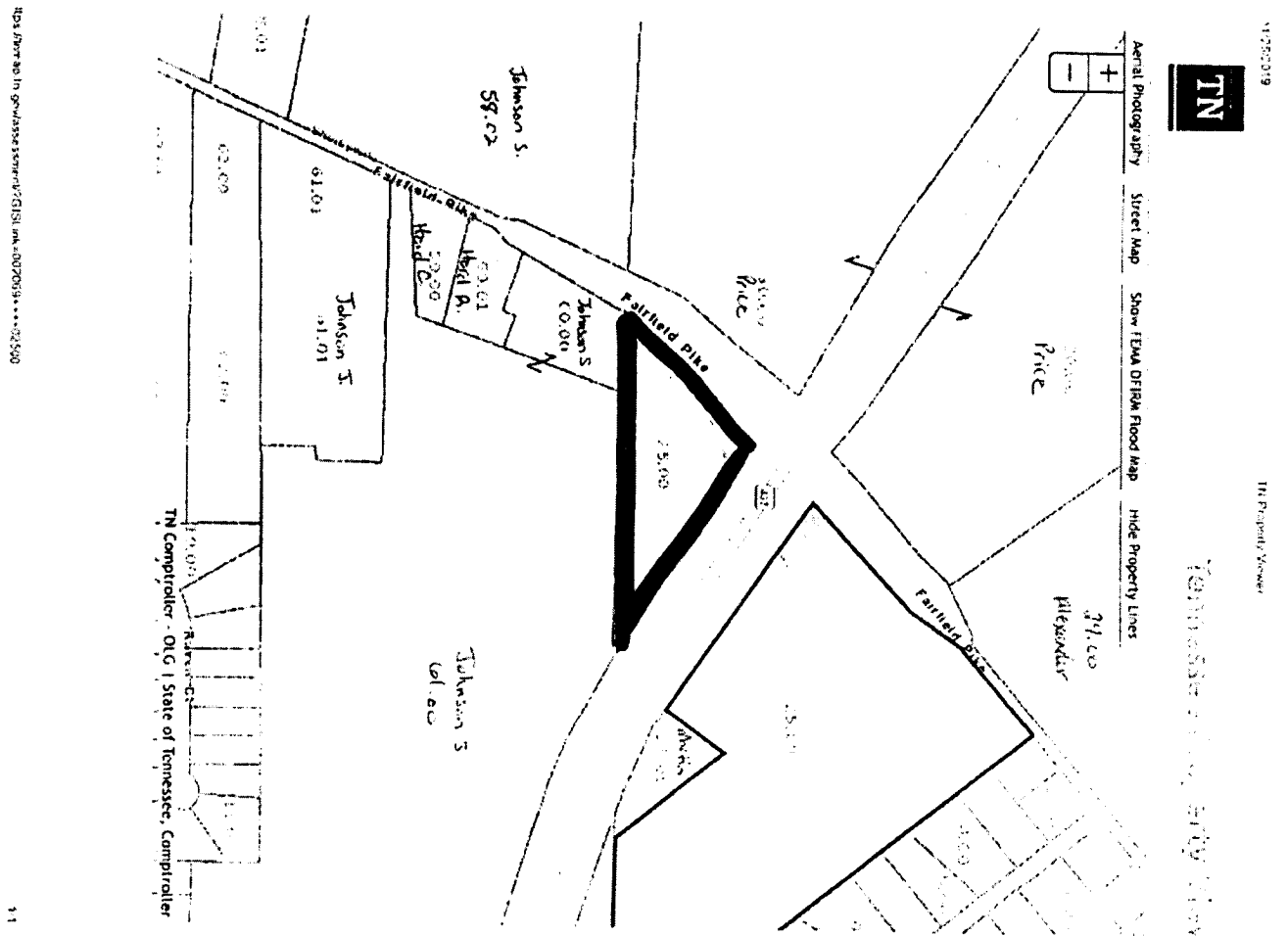
I (we) hereby certify that the information contained on this application to be true and accurate.

Signature TK [Signature] Date 11-19-19

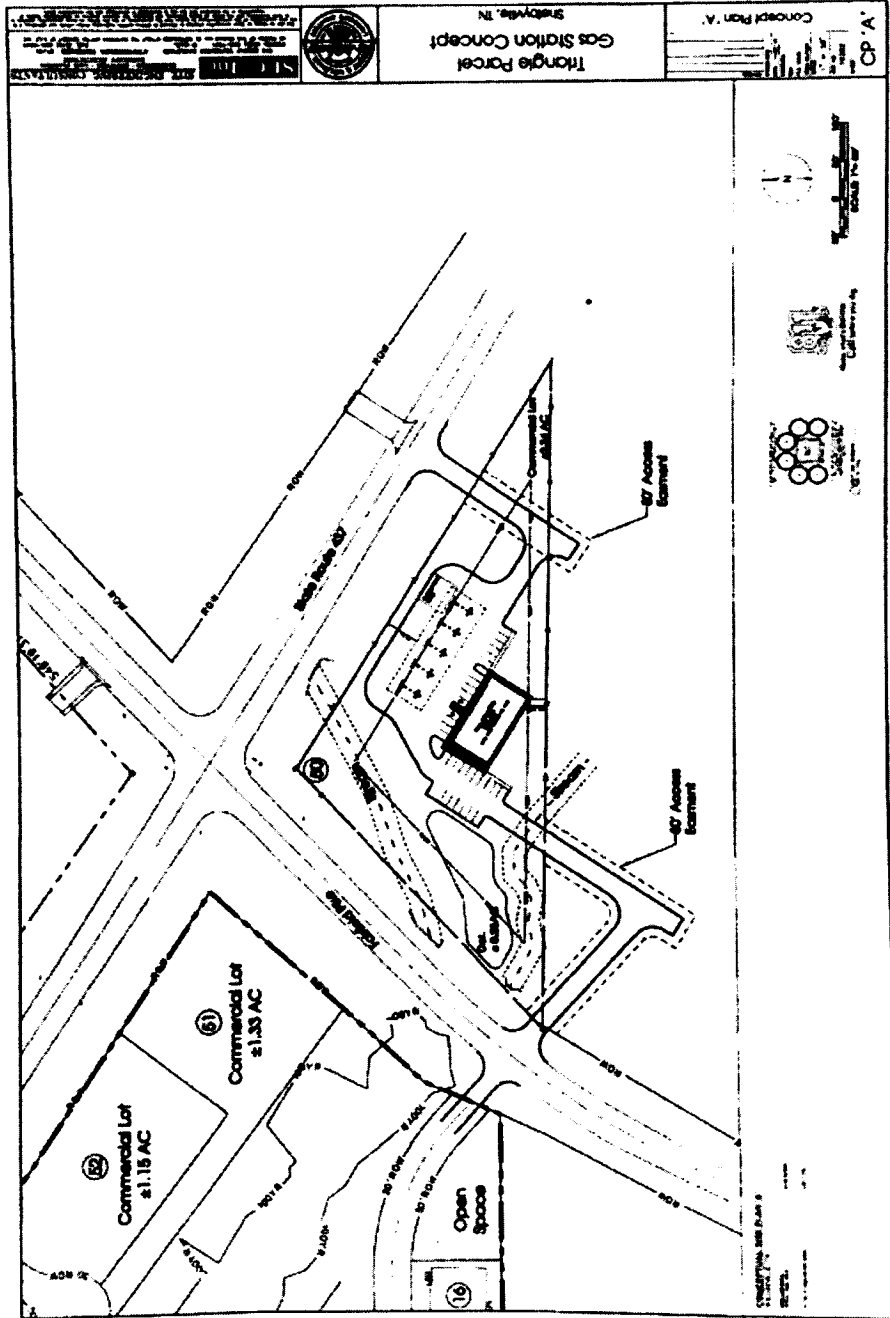
Motion Made ☐ **Favorable:** _____ ☐ **Unfavorable:** _____ **Deferred:** _____

[illegible]

1. Application for Rezoning/Planning: 1842 Fairfield Pike, Shelbyville (continued)



1. Application for Rezoning/Planning: 1842 Fairfield Pike, Shelbyville (continued)



2. Application for Rezoning/Planning: Highway 231 North, Shelbyville, lying to the North of the intersection at Highway 231 North and Eady Road (Planning and Zoning Director Chris White)

Motion to approve by Vick. Second by Sweeney. Yockey stated that the recommendation for rezoning was unanimous from the Planning Commission.

Passed by roll call vote. 15 Ayes 0 Noes

Bedford County Office of Planning & Zoning
200 Dover Street, Suite 101
Shelbyville, TN 37160
(931) 685-1336 FAX (931) 685-1337

APPLICATION FOR REZONING/PLANNING
COMMISSION
BEDFORD COUNTY TENNESSEE

The Planning Commission Meets: January 7, 2020 on 200 Dover St., Ste 110 @ 7:00 P.M.
Completed applications with all drawings must be submitted by 3:00 P.M. fifteen (15) calendar days prior to the meeting. Any and all drawings, petitions, legal descriptions, etc. must accompany the application along with any required fee.

Please include the following forms with the completed application: Tax Card, Tax Map, list of surrounding property owners within 1000 feet radius of applicant's property lines. This information can be obtained from the Property Assessor's office.

Application Fee: \$300.00

Applicant: DERK Properties, LLC Owner ☒ Agent or Representative ☐

Address: 111 N. Spring Street, Suite 202, Shelbyville, TN 37160

Phone Number: 205-344-3542; or Audra @ 931-684-4611

Address of Property Highway 231 North, Shelbyville, TN (Lying to the North of the
Requesting Action: intersection of Highway 231 North and Eady Road)

Tax Map: 40 Parcel: 7.00 Present Zoning Classification: A-1 Proposed Zoning Class: C-1

Present Use: Agricultural

Proposed Use/Action: Mini-storage units

New Construction: Mini-storage units Existing: None

Comments: See Exhibit A (description); See Exhibit B (Site Plan)

Note: This application shall be filed with the Bedford County Zoning Office no later than fifteen (15) days prior to the regularly scheduled monthly meeting date of the Bedford County Planning Commission. The meeting regularly takes place on the first Tuesday of each month. Applicants will be notified of any change in the regular meeting date or time. The applicant requesting the rezoning or the representative must be present at the meeting for the request to be considered. A small sign advertising that the property is the subject of a rezoning request may be placed by the Zoning Office upon the request of any zoning or use change at least ten (10) working days prior to the scheduled meeting.

I (we) hereby certify that the information contained on this application to be true and accurate.

Signature: [Signature] Member Date: December 19, 2019

Motion Made --- ☒ Favorable: 1-7-20 ☐ Unfavorable: _____ ☐ Deferred: _____

TEXT, ORIGINAL

TEXT, PARCEL

LEAD/LINE/S

PARCELS

0 800 ft

Bedford County, Tennessee

Shuster

DWH Properties LLC

Vanatta

Smith

PMA Enterprises

Stewart

Stewart

Kite

Rich

Meach

Wang

Weldon Weaver

Stone

Trotter

ALB

LAW

0 800 ft

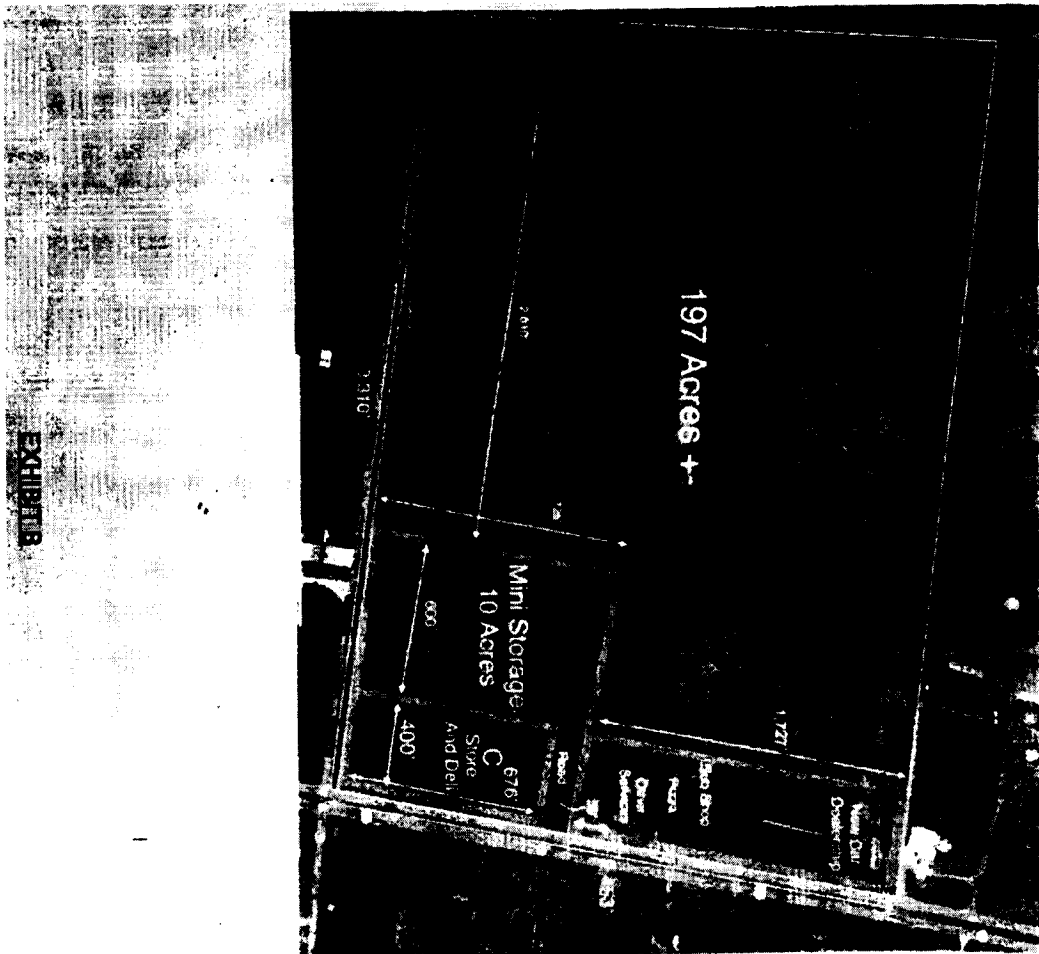
Bedford County, Tennessee

2. Application for Rezoning/Planning: Highway 231 North, Shelbyville (continued)

EXHIBIT A

The proposed rezoning site consists of ten acres fronting 600 feet on Eady Road beginning 400 feet west of the intersection of Eady Road and Highway 231-N and fronting 50 feet on Highway 231, North, approximately 676 feet from the aforesaid intersection of Eady Road and Highway 231-N.

Exhibit B attached hereto locates the subject property and shows other tracts on Highway 231 with potential future use. The owners are prepared to dedicate and convey to Bedford County 30 additional feet to the north of Eady Road to be utilized in the event road expansion is necessary.



3. Amended Declaration of Restrictions, Covenants, Regulations, Conditions and Easements for the 231 North Business Park (Commissioner Greg Vick)

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

A copy of the Amended Declaration is on file in the Clerk's office.

Law Enforcement Committee

None

Courthouse and Property Committee

1. Ag Center Surplus

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

Ag Center Surplus List

01/07/2020

Bobcat 763 – left rear axle housing busted

Hustler Boss Zero Turn mower

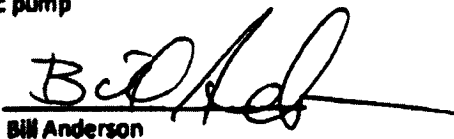
Model # 928622A

Serial #10071416

66" cut

Needs hydraulic pump

Authorized by:


Bill Anderson

Financial Management Committee

1. Purchase of building at 301 North Main Street from the State to store permanent records

Motion to approve by Yockey. Second by Brothers.

Anderson said that \$100K is not a good deal, considering that 4-5 years ago the building only generated bids of \$27K to \$36K at auction, and that the utilities are estimated at \$800/month.

Yockey gave a brief history of how the Public Records Commission (PRC) came to the decision to request the purchase of the building. County government is mandated by law to store and preserve permanent government records. Many of those records are currently stored in the attic of the courthouse where they are subjected to rodents, insects, extreme environmental conditions, etc. The PRC was re-established in 2015 and began to look at records retention and destruction as mandated by law. It soon became evident that the records needed to be moved to a better storage space. The building at 301 North Main is ideal because of its size and its close proximity to the courthouse. With the help of Pat Marsh, Yockey and Jeff Sweeney began negotiations with Mr. Nelson at the state for the possible purchase of the building. The initial offer was \$60K, but because the building has federal ties, that offer was declined. Once the appraisal value of the building (\$190K) and the estimated cost of improvements was factored, the amount of \$100K was settled on, contingent upon Commission approval. Yockey reminded the court that the building would be purchased from Archives fees which can only be used for records retention purposes. Any costs of improvements to the building would also come from the Archive fees account, which is currently generating about \$130K annually.

Farrar stated that he had reservations about the \$100K offer and that the \$60K should be offered in writing, even if we had to go to someone above Mr. Nelson. Sweeney stated that this type building would cost \$500K to building from the ground up and the money for improvements will not be needed at once. The roof won't have to be replaced for another 5-7 years. Farrar asked if there is any unused room in the basement of the courthouse and Graham said that the Veteran's office is located there and the DA's office is using one room for storage. That only leaves 2 rooms vacant. Sanders stated that this proposal has been talked about and studied for several months and the plan is to move more of the permanent records there in the future.

Anderson questioned the value of the building since it only generated bids of \$27K to \$36K at auction. Yockey said the state had rejected those bids because the building was appraised at a higher price. It was initially appraised at \$210K, then \$190K. A local appraiser valued it at \$140K but the state had another appraiser come in and he appraised it at \$190K. Epperson said that she's heard from people who think the county should not buy another building. She noted that one of the improvements was to buy a water heater and she questioned why that would be needed. Yockey said that there will be employees working in the building. Sweeney said the cost of the water heater would only be \$300.

Brent Smith asked what the total cost of the building and improvements would be over the long run. Yockey said the proposal covers all the costs that could be thought of. Sweeney stated that as long as

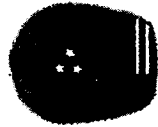
the flooring was not removed, asbestos would not be an issue. Graham said that on new projects we are trying to do a better job of anticipating the total costs and avoid any unexpected expenses. Vick called for question.

Motion passed by roll call vote. 13 Ayes 2 Noes

A copy of the documents pertaining to the building are on file in the Clerk's office.

2. Sheriff's Office Surplus

Motion to approve by Thomas. Second by Gunn. Passed by voice vote.



Office of the Sheriff
Bedford County Tennessee
Sheriff - Austin Swing
103 Lane Parkway
Shelbyville, TN 37160
(931)684-3252



Attn: Lori Schuler
01/07/2019

Vehicle for surplus:

2003 Dodge Ram 1500 VIN# 1D7HA16073J674893

3. TSBA District Policy Manual Maintenance and On-line Service Agreement

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

TSBA District Policy Manual Maintenance and On-line Service Agreement

This Services Agreement ("Agreement") is made and entered into by and between **Bedford County Board of Education**, hereinafter called "School District," and the **Tennessee School Boards Association**, hereinafter called "TSBA," provides as follows:

I. PURPOSE

TSBA agrees to perform the services enumerated in Article III-B of this Agreement for the purpose of assisting School District to maintain its District Policy manual in current condition and to provide the District Policy Manual on TSBA's web site.

In consideration for TSBA's services, School District agrees to perform the duties enumerated in Article III-A and make payment according to Article IV.

The electronic formatting of policies is the intellectual property of TSBA.

II. TERM

The term of this Agreement shall be for three (3) years from effective date – 02/01/20.

III. SERVICES

A. School District shall:

1. Designate a member of the administrative staff to serve as liaison with TSBA for the duration of this Agreement, and so advise TSBA.
2. Provide TSBA with any desired revisions or additions to policy manual in a timely manner.

B. TSBA shall:

1. Monitor changes in state and federal law and customize applicable district policies to incorporate changes.
2. Review and edit district-originated policy revisions and additions, and provide legal review when needed.
3. Provide School District with sample policies upon request.
4. Advise School District on policy manual topics and organization.

3. TSBA District Policy Manual Maintenance and On-line Service Agreement (continued)

5. Conduct periodic policy manual audits to ensure that all policies are in compliance with current laws.
6. Maintain an up-to-date copy of the School District's policy manual.

IV. Fees/Fee Payment Schedule

In consideration of the services set forth in Section III-B of this agreement, School District shall pay to TSBA the fee of \$12,750 for a three-year subscription to the Policy Maintenance/On-line Service. Payment of the three year subscription shall be as follows:

1/3 due on the effective date of this agreement	(02/01/20)	<u>\$4,250.00</u>
1/3 due one year from effective date of agreement	(02/01/21)	<u>\$4,250.00</u>
1/3 due two years from effective date of agreement	(02/01/22)	<u>\$4,250.00</u>

Thirty days before the expiration date (02/01/23), TSBA will send a notice of renewal to the district including any price increase or other changes in such service.

For the
Tennessee School Boards Association

[Signature]
Director of Policy Services

12/23/19
Date

For the
School District

[Signature]
Director of Schools

[Signature] 1-21-20
Board Chairman

1-6-2020
Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to TSBA Policy Services.

The 231 North Business Park Oversight Committee Bylaws

On March 10, 2015 the Bedford County Commission approved an Inter-Local Agreement creating the Joint Commerce Business Park Oversight Committee.

On March 12, 2015 the Mayor and City Council for the City of Shelbyville approved an Inter-Local Agreement creating the Joint Commerce Business Park Oversight Committee;

On April 9, 2015, the newly formed Joint Commerce Business Park Oversight Committee approved and recommended these Bylaws for adoption, which were duly ratified by the both the Bedford County Board of Commissioners and the Mayor and City Council for the City of Shelbyville.

In 2015, the name of the industrial park was changed to the 231 North Business Park and the name of the Oversight Committee changed to the 231 North Business Park Oversight Committee.

On July 2, 2019, certain amendments to these Bylaws were approved and recommended by the 231 North Business Park Oversight Committee and forwarded for approval and ratification to the Bedford County Board of Commissioners and the Mayor and City Council of the City of Shelbyville.

SECTION 1. BACKGROUND AND PURPOSE.

The General Assembly of the State of Tennessee has determined it is in the public interest for two or more local governments to act jointly in the development, operation and management of an industrial park as set forth in TCA 13-16-206; therefore the City of Shelbyville and Bedford County have elected to do so by creating the 231 North Business Park Oversight Committee through Inter-Local Agreement, together with these Bylaws now setting the Rules and Regulations of the Oversight Committee.

SECTION 2. ORGANIZATION

A. OFFICERS:

1. Officers will be elected from the Oversight Committee and shall include a Chairman and a Vice-Chairman. The City Recorder for the City of Shelbyville shall serve as the Secretary for the Oversight Committee. The Deputy Director of the Bedford County Finance Department shall serve as the Treasurer for the Oversight Committee.
 - a. DUTIES of CHAIRMAN
 - i. Shall establish the order of business and prepare the agenda.

4. 231 North Business Park Oversight Committee Bylaws

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

4. 231 North Business Park Oversight Committee Bylaws (continued)

B. MEETINGS

1. Stated regular meetings shall be held on a quarterly basis, in the months of January, April, July, and October, on the first Tuesday of such month at 12:00 noon.
2. Called meetings may be requested by any committee member but must be called by the Chairman.

2. Any member may nominate himself or herself or any other member for an office. Officers shall be elected by a simple majority. Officers may serve in a particular office for two consecutive one-year terms and may be re-elected to that same office following a one-year lapse after the second term.
3. Officers will be elected at the initial meeting of the Oversight Committee, with elections then occurring at the first meeting of each new calendar year.

- ii. Call the meeting to order and maintain rule in accordance with Robert's Rules of Order.
- b. **DUTIES of VICE-CHAIRMAN**
 - i. In the absence of the Chairman, the Vice-Chairman will perform the duties of the Chairman.
- c. **DUTIES of SECRETARY**
 - i. Shall distribute and publish the agenda.
 - ii. Shall see that meetings are announced and published in the local paper and in other such publications, media, social media, and public places as deemed appropriate.
 - iii. Shall record the minutes of each meeting, ensuring the minutes are duly filed and distributed.
 - iv. Shall serve as the official records custodian for purposes of the Tennessee Public Records Act.
- d. **DUTIES of TREASURER**
 - i. Shall provide bookkeeping services for the Oversight Committee including the reconciliation of the Oversight Committee's bank account statements, such bank account(s) being maintained by and in the name of the City of Shelbyville.
 - ii. Shall create all financial reports required by the Oversight Committee.
 - iii. Shall attend all Oversight Committee meetings and report on financial matters to the Oversight Committee.
 - iv. Shall be responsible for the payment of invoices, make and submit payment requests to the City for issuance of checks for payment.
 - v. Shall oversee all other financial matters or transactions for the Oversight Committee as required.

3. Called meetings shall not serve to replace regularly scheduled Oversight Committee meetings.
4. A quorum will consist of a simple majority of appointed members.
5. Meetings shall be in compliance with Tennessee Open Meetings Act.
6. Meeting minutes will be recorded for each meeting. They will be distributed to each member prior to the next meeting.
7. Records of all meetings must be kept and made available for public inspection in the office of the Shelbyville City Recorder.

C. VACANCIES

1. A vacancy on the Oversight Committee shall exist in the case of death, resignation, or no longer being a current a public office holder, or in the case of the Chamber of Commerce, a change in the position of CEO / President.
2. A vacancy may occur by a unanimous vote of no confidence by the remaining members. Such vote of no confidence may be only called for when the member in question is absent from all proceedings and unaccounted for, for a period(s) of greater than three consecutive stated meetings, or when that member's actions are in complete disregard of the terms of these controlling agreements and/or public law, or when that member's actions places that member, the Oversight Committee in whole or part, or any other member individually in legal jeopardy.
3. Vacancies on the Oversight Committee shall be promptly filled by the Mayor of the public entity which first appointed that position and ratified by the Legislative body of that public entity prior to assuming the seat. In the event the vacancy is that of the Chamber of Commerce CEO / President, the vacancy will be filled by the next ranking member of the Chamber or the incoming Chamber of Commerce CEO / President or Director of Economic Development.

D. PROXIES

1. Voting by Proxy shall not be allowed.
2. Absentee voting will not be allowed.

E. COMPENSATION

1. Oversight Committee members shall serve without compensation.
2. Oversight Committee members may be reimbursed for reasonable and courtesy expenses for incidents such as meals or travel specific to the business of the Oversight Committee, subject to the approval of the Oversight Committee, and in accordance with the established State of Tennessee travel policies.
3. All normal operating costs associated with the Secretary will be paid by the City of Shelbyville, including reasonable and ordinary expenses related to compliance

4. 231 North Business Park Oversight Committee Bylaws (continued)

with the Tennessee Public Records Act. Any special or extraordinary costs associated with the Secretary shall be split between the parties.

SECTION 3. AUTHORITY and DUTIES

The Oversight Committee has authority and the responsibility to:

1. Enter into contracts or execute any instruments in the name of, and on behalf of, the 231 North Business Park Oversight Committee, through its full membership voting, as outlined in the Inter-Local Agreement and these By-Laws.
2. Define the terms of purchase of any land or property that may become part of, an addition to, or an extension of, the 231 North Business Park.
3. Designate an individual to act as agent on behalf of the 231 North Business Park and authorize that individual to negotiate the terms of the sale, lease, or use of the 231 North Business Park within the defined parameters, inasmuch as the local Chamber of Commerce is the primary industrial recruiting agency for the City of Shelbyville and Bedford County, it is desirable that the Director of Economic Development of the Chamber of Commerce be given first consideration for this position.
- a. This individual may also be the primary contact person for the marketing activities of the 231 North Business Park and may utilize the assistance of the Chamber Economic Development Committee, the Commerce Park Oversight Committee, and the Industrial Development Board, TVA, Tennessee Department of Economic and Community Development, as well as recognized site searching companies in marketing the 231 North Business Park properties.
4. Define the parameters under which anyone, acting as an agent of the 231 North Business Park Oversight Committee, may be allowed to offer for sale, lease, or other means the transfer of title or deed to any portion of the 231 North Business Park and such parameters will become an addendum to these By-Laws.
- a. In no circumstance shall anyone acting as agent for the 231 North Business Park be permitted to deviate from those defined parameters.
- b. Anyone acting as agent for the 231 North Business Park who defies and ignores the parameters is subject to immediate removal as agent by the Oversight Committee.
5. Should the agent or any member of the Oversight Committee suggest a deviation of the defined parameters regarding the sale, lease or any other means of transferring the title or deed to any portion of the 231 North Business Park, the full 231 North Business Park Oversight Committee.
6. Prior to entering into any contract for the sale, lease, or use of any portion of the 231 North Business Park, the Oversight Committee shall develop and delineate Restrictions, Covenants, Regulations and Conditions regarding the construction and use of the Park by any entity. These Restrictions, Covenants, Regulations and

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7.

Conditions will become an addendum to these By-Laws and be made part of the deed or title of the portion of land that is sold, leased or otherwise transferred. Develop and maintain a list of the types of businesses that are desirable to locate within the Park.

SECTION 4. BUDGET

1. The Oversight Committee has the authority and responsibility to develop a balanced annual budget. This budget shall be subject to the review and approval of the respective governments ensuring the budget is developed in accordance with each government's financial policies and procedures.
2. The revenue for this budget shall be derived from monies allocated by and received from the respective governments and other outside agencies and from the sale or lease of any of the property contained within the 231 North Business Park. The expenses for this budget shall reflect the expected costs that may occur from the development, operation and maintenance of the 231 North Business Park. The costs for all land and capital improvements may be no greater than ninety-seven percent (97%) of the balance of the initial fund of one million five hundred fifty thousand dollars (\$1,550,000.00).
4. A reserve balance of three percent (3%) of the annual budget shall be maintained. These reserve funds may be accessed only for capital needs by a super majority vote of the committee
5. The 231 North Business Park Oversight Committee has no authority to borrow money in any manner from any entity or encumber in any manner the 231 North Business Park or respective governments in any contract or agreement beyond those specified in these By-Laws or Inter-Local Agreement.

SECTION 5. AMENDMENTS

The Oversight Committee, on an annual basis, shall review these Bylaws and changes must be adopted by a super majority vote of the Oversight Committee members. Any amendments to these Bylaws are subject to the review and approval of both the City Council for the City of Shelbyville and the Bedford County Commission.

SECTION 6. RATIFICATION

These Bylaws are subject to ratification and approval of both local governments.

SECTION 7. GOVERNING LAW

It is the intent that all rules and regulations set forth in these Bylaws shall be in complete compliance with all Federal, State of Tennessee and local laws. In any event that any of the

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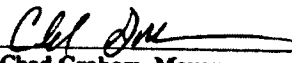
4. 231 North Business Park Oversight Committee Bylaws (continued)

articles within this document are in conflict with any Federal, State of Tennessee, or local laws, the existing law or rule shall prevail.

BYLAWS ORIGINALLY APPROVED by the Shelbyville / Bedford County Commerce Business Park Oversight Committee on April 9, 2015. Presented and approved for adoption by the Bedford County Board of Commissioners on May 12, 2015. Presented and approved for adoption by the Shelbyville City Council on May 14, 2015.

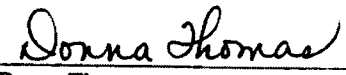
AMENDED BYLAWS APPROVED and RECOMMENDED by the 231 North Business Park Oversight Committee by a super majority at its July 2, 2019 meeting.



Greg Vick, Chairman
The 231 North Business Park Oversight Committee


Chad Graham, Mayor
Bedford County, Tennessee

Presented for ratification and approved by the Bedford County Board of Commissioners on August 13, 2019.

ATTEST:


Donna Thomas
Bedford County Clerk

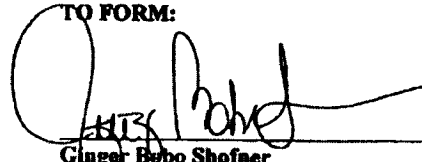

Wallace Cartwright, Mayor
Shelbyville, Tennessee

Presented for ratification and approved by the Shelbyville City Council on July 11, 2019.

ATTEST:


Lisa Smith
Shelbyville City Recorder

PREPARED BY AND APPROVED AS TO FORM:


Ginger Bubo Shofner
Shelbyville City Attorney serving as Attorney for the 231 North Business Park Oversight Committee

5. Addendum to Interlocal Agreement by and between Bedford County and City of Shelbyville Concerning the Commerce Business Park

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

ADDENDUM TO INTERLOCAL AGREEMENT BY AND BETWEEN BEDFORD COUNTY, TENNESSEE AND THE CITY OF SHELBYVILLE, TENNESSEE CONCERNING THE COMMERCE BUSINESS PARK

THIS "ADDENDUM TO THE INTERLOCAL AGREEMENT BY AND BETWEEN BEDFORD COUNTY, TENNESSEE AND THE CITY OF SHELBYVILLE, TENNESSEE CONCERNING THE COMMERCE BUSINESS PARK" (hereinafter referred to as the "Addendum") is entered into on this the 13th day of August, 2019, by and between BEDFORD COUNTY, TENNESSEE, and the CITY OF SHELBYVILLE, TENNESSEE, and subject to the following premises, terms, and conditions; and upon being ratified by both governments, this Addendum will remain in force in perpetuity subject to Article 7 of the original "Interlocal Agreement By and Between Bedford County, Tennessee and the City of Shelbyville, Tennessee Concerning the Commerce Business Park."

WHEREAS, on March 12, 2015, Bedford County, Tennessee (hereinafter referred to as the "County") and the City of Shelbyville, Tennessee (hereinafter referred to as the "City") entered into an *Interlocal Agreement By and Between Bedford County, Tennessee and the City of Shelbyville, Tennessee Concerning the Commerce Business Park* (hereinafter referred to as the "Interlocal Agreement") for the establishment and operation of a jointly owned industrial park pursuant to *Tennessee Code Annotated 13-6-206*; and

WHEREAS, Article 1 of the Interlocal Agreement provided for the establishment and appointment of a joint Oversight Committee, now named the 231 North Business Park Oversight Committee, to be responsible for all aspects of the joint industrial park project; and

WHEREAS, Article 1 of the Interlocal Agreement provided for the election of three (3) Oversight Committee officers, namely a Chairman, a Vice-Chairman, and a Secretary; and

WHEREAS, Article 1 of the Interlocal Agreement provides that the officers shall not serve more than two (2) consecutive years; and

WHEREAS, the 231 North Business Park Oversight Committee, as well as both the County and the City, believe it is in the best interest of both governmental parties for the Secretary position to be a more permanent appointment for the sake of efficiency and continuity, especially in light of the need for a custodian for public records of the joint project

5. Addendum to Interlocal Agreement (continued)

pursuant to the *Tennessee Public Records Act*; and

WHEREAS, the 231 North Business Park Oversight Committee, as well as both the County and the City, believe it is in the best interest of both governmental parties for financial responsibilities to be shared by the parties; and

WHEREAS, the 231 North Business Park Oversight Committee, as well as both the County and the City, believe it is in the best interest of both governmental parties for a Treasurer position be established and that it be a more permanent appointment for the sake of efficiency and continuity; and

WHEREAS, on July 2, 2019, the 231 North Business Park Oversight Committee did approve and recommend the following changes to the Interlocal Agreement concerning the Secretary and Treasurer positions.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Interlocal Agreement as set forth below.

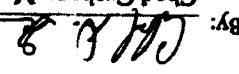
The *Interlocal Agreement By and Between Bedford County, Tennessee and the City of Shelbyville, Concerning the Commerce Business Park* entered into on March 12, 2015, is hereby amended by striking in its entirety Article 1 titled "Oversight Committee," subsection C, and by replacing such with the following paragraph:

The Oversight Committee shall have four (4) officers, a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The Chairman and Vice-Chairman shall serve a one (1) year term and shall be elected by the Oversight Committee at its first regularly stated meeting of the new calendar year. No Oversight Committee member may serve more than two (2) consecutive terms in the office of Chairman. No Oversight Committee member may serve more than two (2) consecutive terms in the office Vice-Chairman. The Secretary shall be the City Recorder of the City of Shelbyville, Tennessee, who shall also serve as the official Records Custodian for the 231 North Business Park Oversight Committee for purposes of the *Tennessee Public Records Act*. The Treasurer shall be the Deputy Director of the Bedford County Finance Department and shall provide bookkeeping and other financially related services to the Oversight Committee, to include working with the City, as agent and titleholder of joint banking account(s), to secure payments of invoices.

All other provisions of the Interlocal Agreement shall remain in full force and effect. This Addendum may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

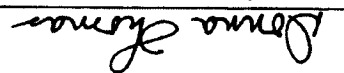
WITNESS our signatures the day and date first above written.

BEDFORD COUNTY, TENNESSEE

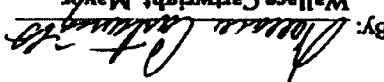
By: 
Chad Graham, Mayor

Approved by the Bedford County Board of Commissioners at its August 13, 2019, meeting.

ATTEST:



Donna Thomas
Bedford County Clerk

CITY OF SHELBYVILLE, TENNESSEE

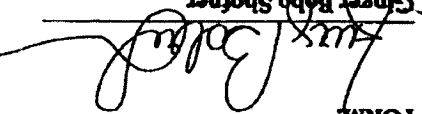
By: 
Wallace Cartwright, Mayor

Approved by the City Council of the City of Shelbyville at its July 11, 2019, meeting.

ATTEST:


Lisa Smith
Shelbyville City Recorder

PREPARED BY AND APPROVED AS TO FORM:


Ginger Babo Shofner
Shelbyville City Attorney and serving as appointed attorney for the 231 North Business Park Oversight Committee

6. Bedford County Quarterly Financial Report for Quarter Ending December 31, 2019
Motion to approve by Brothers. Second by Tony Smith. Passed by voice vote.

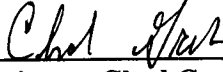
A copy of the Quarterly Financial Report is on file in the Clerk's office.

ANNOUNCEMENTS

- Early voting begins February 12 in the basement of the annex.
- There will be an informational meeting on February 13 at 1:00 with the architect regarding the possibility of using the workhouse building for the Juvenile Detention facility. The meeting will be held in the 2nd floor conference room of the annex.
- Anderson commended Robert Daniel and anyone else who worked on the surplus sale last week.
- Anderson recognized Boy Scout Troop 390 for being in attendance tonight.
- Thomas commended 26 local city and county firefighters who recently attended a very challenging and time-consuming hazardous materials class. The firefighters attended the class voluntarily and spent many hours studying and training. They will re-certify each year.


ADJOURN

There being no further business before the Board, Brent Smith made a motion to adjourn and Chairman Graham declared the meeting adjourned at 7:44 p.m.



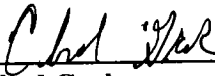
Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 13th 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 14 day of February, 2020.



Chad Graham
Bedford County Mayor

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