

1. CALL TO ORDER, 2. PRAYER & PLEDGE, 3. OPEN MEETING, 4. ROLL CALL

Be it remembered that the Bedford County Commissioners, acting as the County Legislative Body met in regular session in the Bedford County Courthouse in Shelbyville, TN on Tuesday, July 11, 2017 at 7:00 PM. Chairman Pro-Tem John Brown called the meeting to order. Prayer was led by Commissioner Barrett. Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas led the Pledge of Allegiance and called the roll.

| | | |
|---------------------|---------------------------|------------------------|
| BOBBY FOX | BOB DAVIS | LINDA YOCKEY |
| TONY BARRETT | JULIE SANDERS | DON GALLAGHER |
| JEFF YOES | PHILLIP FARRAR JR. | MARK THOMAS |
| ED CASTLEMAN | JOHN BROWN | JIMMY WOODSON |
| BILLY KING | BILL ANDERSON | JIMMY PATTERSON |

With 15 Commissioners present Chairman Ray called the meeting to order. Commissioners Janice Brothers, Tony Smith and Chuck Heflin were absent.

5. APPROVAL OF THE JUNE 13, 2017 COMMISSION MINUTES

Commissioner Castleman made a motion to approve. Second by Commissioner Yockey. Passed by voice vote.

Commissioner Thomas asked whether or not the June 29 commission minutes should have been put on the agenda. County Clerk Donna Thomas stated that due to Mayor Ray’s illness they have not yet been signed off on.

6. NOTARY APPROVALS

Commissioner Yoes moved to approve the notary applicants/renewals as submitted by the County Clerk. Second by Commissioner King. Passed by voice vote.

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR July 2017
 TO: RULES AND LEGISLATIVE COMMITTEE DATE: 06-13-2017

| NAME | NEW/RENEW | RECOMMENDED BY |
|--------------------------|-----------|--------------------|
| 1. Kenneth Wessner | Renew | |
| 2. Frank Brown | Renew | |
| 3. Bob Brown | Renew | |
| 4. Richard Bobo | Renew | |
| 5. Harold Segroves | Renew | |
| 6. Ted Phillips | Renew | |
| 7. Shannon Marie Whitson | Renew | |
| 8. Edwin A. Hoadley | Renew | |
| 9. Michael W. Simons | Renew | |
| 10. Sasha Knowles | Renew | |
| 11. Amy Massey | New | Barrett/Farrar |
| 12. Anna Brown | New | Barrett/Farrar |
| 13. Susan D. Reed | New | Patterson/Brothers |

7. REPORTS OF STANDING COMMITTEES

A. RULES AND LEGISLATIVE COMMITTEE

- 1. The Mayor will visit board appointments for all boards** - Item continued to be placed on the Commission Agenda by the Rules and Legislative Committee until all positions can be filled.

7.A.1. BOARD APPOINTMENTS (continued)

Commissioner Thomas made a motion to defer the item. Second by Commissioner Woodson. Motion passed by voice vote.

B. COURTHOUSE AND PROPERTY COMMITTEE

- 1. Surplus Property – EMS, BOE, Veteran’s Office** - Item placed on the July 11, 2017 commission agenda by the Courthouse and Property Committee with a unanimous recommendation.

Commissioner Yockey made a motion to approve. Second by Commissioner Davis. Motion passed by voice vote.

C. LAW ENFORCEMENT COMMITTEE

D. FINANCIAL MANAGEMENT COMMITTEE

- 1. R. J. Young Contract – Community Middle School** - Item placed on the July 11, 2017 commission agenda with a unanimous recommendation by the Finance Committee.

Commissioner Yoes made a motion to approve. Second by Commissioner Woodson. Motion passed by voice vote.

| | | | | | | | | | | |
|---|---------------------------------------|--|--|---|----------------------------------|---|-----------------------------------|--------------------------------------|-----------------------------|--|
| RJ Young Company - Nashville P.O. Box 40623 Nashville, TN 37204 (615)255-8551 (800)347-1955 | | Page 1 of 3 Order # FKGV00 Sales Rep # | | | | | | | | |
| Cost Per Copy Agreement | | Billing Location Install Location | | | | | | | | |
| Full Customer Name - Includes Inc, Corp, LLC etc. Community Middle School | | Customer Name Community Middle School | | | | | | | | |
| Street Address 3470 Hwy 41-a N City Unionville Contact Name Debbie Fann Email fann@bedfordk12tn.net | | Street Address 3470 Hwy 41-a N City Unionville Department Debbie Fann Email fann@bedfordk12tn.net | | | | | | | | |
| Phone # 931-695-1428 | | Phone # 931-695-1428 | | | | | | | | |
| State TN Zip+4 37180 | | State TN Zip+4 37180 | | | | | | | | |
| Qty: | Manufacturer | Equip. ID | Model | Serial Number | Unit Price | Amount | | | | |
| 1 | Ricoh | MP 4055SP | | | | | | | | |
| 1 | Ricoh | | Cabinet Type F | | | | | | | |
| 1 | Ricoh | | Fax Option Type M29 | | | | | | | |
| 1 | Ricoh | | Internal Finisher SR3130 (50 sheets max. 500-sheet capacity) | | | | | | | |
| 1 | Ricoh | | MP 4055SP | | | | | | | |
| 1 | Ricoh | | Cabinet Type F | | | | | | | |
| 1 | Ricoh | | Internal Finisher SR3130 (50 sheets max. 500-sheet capacity) | | | | | | | |
| 1 | Ricoh | | MP 4055SP | | | | | | | |
| Trade-In/Rebuy (Items to be picked up) | | | | | | | | | | |
| 1) The equipment specified above will be provided at the following rates: Contingent/Deposit Items \$0.00 \$0.00 \$4,494.48 Annual Minimum Billing Frequency Annual Overdue Billing Frequency Annual | | | | | | | | | | |
| Monthly Minimum Number of BAW Copies 12000 | Overdue Rate per BAW Copy 0.006700 | Monthly Minimum Number of Color Copies 0 | Overdue Rate per Color Copy 0 | Monthly Minimum Number of Under Feed 0 | Overdue Rate per Under Feed 0 | Monthly Minimum Number of Color Prints 0 | Overdue Rate per Color Print 0 | Monthly Minimum Number of Mkt 2 0 | Overdue Rate per Mkt 2 0 | Agreement Includes: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Meter Unit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Color Stacking <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Finishing Unit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Touch/Color <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Touch/Overprint <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Duplexer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other |
| Monthly Minimum Number of Mkt 0 | Overdue Rate per Mkt 0 | Monthly Minimum Number of Mkt 2 0 | Overdue Rate per Mkt 2 0 | Remarks: | | | | | | |
| Additional terms and conditions on page 2 | | | | | | | | | | |
| Signature: Robert Daniel | Sales Rep: Robert Daniel | Date: 7/11/17 | | | | | | | | |
| Print Name: Robert Daniel | Title: Marketing Executive | Date: | | | | | | | | |
| Barcode | | | | | | | | | | |

7.D.1. RJ YOUNG CONTRACT (continued)


COST PER COPY AGREEMENT TERMS AND CONDITIONS
This is a non-cancelable agreement

Page 2 of 3
Order # FKGY00

2. RENTAL AGREEMENT: You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date stated in the Cost per Copy Agreement (CPC). You agree to pay us any required Security Deposit and the Periodic Copy Payment (CPC). The Estimated Charge Per Copy (EPC) is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. Minimum Monthly Payment is payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Security Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we may require. If you do not provide us with accurate meter readings, we will use the METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE OF SPECIFY IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES. AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For offset and electronic meter reading, RY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of copies exceed the total of all prints and copies, we reserve the right to invoice these excess copies at \$0.025 per copy. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless proper attention is given to the provided applicable rates and use taxes will be added to the amount of the payment of \$15.00 (whether or not meter for such meter rate) at the time of the bills allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restitutive endorsements or additional items on checks you send to us will not reduce your obligations to us.
3. CONNECTION TO COMPUTERS/NETWORKS: RY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RY performs the installation/connection, the customer agrees that RY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional based configuration are covered at no charge for the first 90 days under the condition that the customer has made no changes to the network configuration. After the 90 day period, any additional configuration or support requested by the customer will be billed at RY's then current charge rate for connectivity support. RY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as a result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.
4. TITLE/RECORDING: We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.
5. USE: You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.
6. INDEMNIFICATION: You are responsible for any lease, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.
7. ASSIGNMENT: You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defenses or set-off that you may have against us.
8. LOSS OR DAMAGE: You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any character's certification; or (b) pay us the amount equal to the net present value of all unpaid CPC payments for the equipment. The amount shall be calculated at 5% per month compounded interest on the amount due of that may become due under this Agreement. You have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.
9. TAXES AND FEES: You agree to allow the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fees and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.
10. EQUIPMENT LOCATION; RETURN: You will keep and use the Equipment only at the Equipment location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our service territory. If the Equipment is outside our service territory, you will arrange, return and ship the Equipment, freight and handling costs, to us at your expense. The Equipment shall be prepared by you. You will be responsible for any damage to the Equipment during shipping.
11. RENEWAL: Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.
12. YOUR REPRESENTATIONS: You state for our benefit that as of the date of this Agreement, you are the owner of the Equipment, you have the right to lease the Equipment, you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (6) all financial information you have provided us in this Agreement and provides a good representation of your current financial condition.
13. YOUR PROMISES: In addition to the other provisions of this Agreement, you agree that during the term of this Agreement, (a) you will promptly use us anything if we request you to provide a place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.
14. DEFAULT: You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement; or (c) you fail to pay any other sum when due. If you are in default, you will be liable for the amount of any sums due to us, or all to perform any obligations you have under this Agreement. You agree to assign your assets for the benefit of our creditors, you will, transfer or otherwise dispose of all or substantially all of your assets, or you enter voluntarily or involuntarily into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.
15. REMEDIES: In the event you default under this Agreement as defined above, we will have the right to take ONE OR MORE OF the following actions. In addition to any and all other remedies that may be available to us under law(s), we may: (a) cancel the Agreement without prior notice or warning to you; (b) file a lawsuit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNDETERMINED TERM, plus the "market value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorney's fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order enforcing repossession of the Equipment; (d) file a lawsuit against you for the amount of any sums due to us, or all to perform any obligations you have under this Agreement; (e) file a lawsuit against you, whether or not we have any rights that, may provide to the company that we will NOT be required to repossess, retitle, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.
16. NOTICES: All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at the address noted in this Agreement. All of your notices to us may be sent that same mail, postage prepaid, to your address stated in this Agreement. If any notice under this Agreement is signed, you or we may change an address by giving notice to the other of the change.
17. MISCELLANEOUS: This Agreement contains our entire agreement, and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Officer. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.
18. JURISDICTION: You and any Guarantor agree that this Agreement will be deemed to be made in the State of Tennessee, and that you and any Guarantor agree that you AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.
19. INTERPRETATION: As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a signature, electronic image or facsimile of the signature of the Corporate Officer, shall be deemed to be the original of this Agreement for all purposes and shall be admissible in court as final and conclusive evidence of the transaction and of the execution of the document.
20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

| Additional Equipment | | | | Order # | Install Location |
|----------------------|-------------------------|----------------|-------------------------|---------|------------------|
| Billing Location | | | | FKGY00 | |
| Customer Name | Community Middle School | Customer Name | Community Middle School | County | Bedford |
| Street Address | 3470 Hwy 41-a-N | Street Address | 3470 Hwy 41-a-N | State | TN |
| City | Unionville | City | Unionville | Zip | 37180 |
| Contact Name | Debbie Fann | Phone # | 931-695-1426 | Fax # | 37180 |
| Email | fannnd@bedforck12tn.net | Mobile Contact | Debbie Fann | | |

| Qty. | Manufacturer | Equip. ID | Model | Serial Number | Unit Price | Amount |
|------|--------------|-----------|----------------|---------------|------------|-----------------|
| 1 | Ricoh | | Cabinet Type F | | | |
| | | | | | | Total This Page |

Signature: 

Print Name: Robert Daniel Sales Rep: _____ Date: 7/11/17 Date: _____

The: Director of Finance Sales Manager: _____ Date: _____

Vice-Chairman Brown entertained a motion to suspend the rules in order to discuss Resolution 18-8: Resolution Authorizing the Provision of Water Services Within Bedford County by the City of Shelbyville. Commissioner Thomas made a motion to suspend the rules. Second by Commissioner Sanders. Motion carried by unanimous show of hands.

Commissioner Yockey asked Attorney John T. Bobo if this was a permanent agreement. Attorney Bobo stated that anytime the City goes outside its municipal boundaries it must have County approval. This does not open up the entire county, only the territory served by Flat Creek Water. Commissioner Yockey asked whether the agreement would have to be renewed each year. Bobo said that the agreement would be permanent. He stated that the members of Flat Creek were 10-1 in favor of the agreement.

Commissioner Thomas asked if there was anything contractually with Bedford Utility that would prohibit this agreement and would the City be able to expand this territory? Attorney Bobo stated that in order to expand the territory they would have to have County approval. He also said that BCUD was offered the deal but they deferred.

Commissioner Thomas made a motion to approve the Resolution. Second by Commissioner Yockey. Motion carried by voice vote.

**RESOLUTION OF THE BEDFORD COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE PROVISION OF WATER SERVICES WITHIN
BEDFORD COUNTY BY THE CITY OF SHELBYVILLE**

WHEREAS, the City of Shelbyville, Tennessee provides certain public work services, including water services, to its residents and citizens through the Shelbyville Power, Water & Sewerage System; and

WHEREAS, the Flat Creek Water Cooperative provides water services to its members within certain unincorporated parts of Bedford County, Tennessee; and

WHEREAS, the City of Shelbyville, Tennessee, through the Shelbyville Power, Water & Sewerage System, has entered into an agreement to purchase and operate the Flat Creek Water Cooperative; and

WHEREAS, in order to provide water services outside its jurisdiction through the acquisition of existing water facilities, the City of Shelbyville, Tennessee must receive approval from Bedford County pursuant to *Tennessee Code Annotated* Section 9-21-107; and

WHEREAS, the Bedford County Board of Commissioners believes this transaction is in the best interest of all parties, their members, customers, residents and citizens, and so desires to approve the provision of water services by the City of Shelbyville, Tennessee outside its corporate limits within Bedford County through the acquisition of the Flat Creek Water Cooperative.

NOW, THEREFORE BE IT RESOLVED, by the Bedford County Board of Commissioners that:

SECTION 1. The City of Shelbyville, Tennessee, acting through its Shelbyville Power, Water & Sewerage System, is hereby granted approval to provide water services within Bedford County outside the City of Shelbyville's corporate limits through the purchase and operation by the City of Shelbyville of the Flat Creek Water Cooperative.

Adopted this the 12 day of July, 2017.


EUGENE RAY, Commission Chairman

APPROVED:


EUGENE RAY, County Mayor

ATTEST:


DONNA THOMAS, County Clerk



8. ANNOUNCEMENTS

Chairman Pro-Tem Brown announced that there will be a short attorney-client meeting immediately following the Commission meeting.

Commissioner Woodson encourage everyone to attend the 20th Annual Bedford County Fair July 24-29.

9. ADJOURN

There being no further business before the Board, Chairman Pro-Tem Brown declared the meeting adjourned at 7:12 p.m.

Eugene Ray
Bedford County Board of Commissioners

I certify that the minutes were completed on the 18th of July and delivered to the Bedford County Mayor's Office.

Donna Thomas
Bedford County Clerk

I certify that I received these minutes on the _____ day of July, 2017.

Eugene Ray
Bedford County Mayor

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