

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 a regular session in the Bedford County Courthouse in Shelbyville, Tennessee on Tuesday, March 12, 2019 at 7:00 PM. Chairman Chad Graham called the meeting to order. Prayer was led by Commissioner Mark Thomas. Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas led the Pledge of Allegiance and called the roll.

LINDA YOCKEY	MARK THOMAS	BRENT SMITH
JIMMY PATTERSON	BILL ANDERSON	JULIE SANDERS
DON GALLAGHER	PHILIP FARRAR	ED CASTLEMAN
BRIAN FARRIS	GREG VICK	JEFF SWEENEY
ANITA EPPERSON	SYLVIA PINSON	JOHN BROWN
CHASTITY GUNN		

With 16 commissioners present, Chairman Graham called the meeting to order. Commissioners Janice Brothers and Tony Smith were absent.

5. APPROVAL OF THE FEBRUARY 12, 2019 COMMISSION MINUTES

Commissioner Thomas made a motion to approve. Second by Commissioner Farris. Passed by voice vote.

6. NOTARY APPROVALS

County Clerk Donna Thomas submitted an additional name for the March Notary List: Tanya R. Pollock. Commissioner Anderson moved to approve the notary applicants/renewals as submitted by the County Clerk. Second by Commissioner Sweeney. Passed by voice vote.

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR March 2019
 TO: RULES AND LEGISLATIVE COMMITTEE DATE: 01-08-19

NAME	NEW/RENEW	RECOMMENDED BY
1. Laura P. Gentry	Renew	
2. Janet Robinson	Renew	
3. Vickie Haskins	Renew	
4. Kenny Floyd	Renew	
5. Fred B. Hunt	Renew	
6. Troy Thompson	Renew	
7. Eric Wessner	Renew	
8. Sharon D. Lee	Renew	
9. Lynn Raciti-Shost	Renew	
10. Kristin L. Brown	Renew	
11. David Martin Hopkins	Renew	
12. Kimberly Wiley	Renew	

7. APPOINTMENTS

A. Beer Board Appointments

Chairman Graham submitted Wayne Hart, Danny Robbins, and Amy McCullough as appointments to the Beer Board. Commissioner Vick made a motion to approve. Second by Commissioner Thomas. Passed by voice vote.

B. UT Agricultural Committee Appointments

Commissioner Thomas made a motion to approve the appointments as submitted by the Rules and Legislative Committee. Second by Commissioner Anderson. Passed by voice vote.

7.B. UT Agricultural Committee Appointments (continued)

**AGRICULTURAL COMMITTEE MEMBERS
CENTRAL REAGION UT
BEDFORD COUNTY**

Terms Expire January of EVEN Years:

NAME	ADDRESS	PHONE	CAPACITY	TERM
Don Gallagher District 1	303 Vine Street Wartrace, TN 37183	931.389.6650	Commissioner	1st
Linda Yockey District 5	560 Moore Rd Shelbyville, TN 37160	931.607.5875	Commissioner	1st
Janet Boyce District 9	1986 So. Cannon Blvd Shelbyville, TN 37160	931.703.2966	Farm - Male	1st
Don Curl District 1	4965 Hwy 64E Wartrace, TN 37183	931.389.6263	Farm - Female	2nd

Terms Expire January of ODD Years:

NAME	ADDRESS	PHONE	CAPACITY	TERM
Ed Castleman District 8	123 Scotland Heights Shelbyville, TN 37160	931.684.5329	Commissioner	1st
Russell Uselton District 4	260 Adams Hollow Rd Shelbyville, TN 37160	931.580.2294	Farm - Male	1st
Elizabeth Covington District 3	1929 Halls Mill Rd Unionville, TN 37180	931.294.3858	Farm - Female	3rd

NAME/ADDRESS	PHONE	NAME/ADDRESS	PHONE
County Mayor Chad D. Graham 1 Public Square, #101 Shelbyville, TN 37160	931.684.7944	Budget Director Robert Daniel 200 Dover St, #102 Shelbyville, TN 37160	931.685.2024

C. 911 Board Appointments

Chairman Graham asked to defer the item for one month. Commissioner Thomas made a motion to defer. Second by Commissioner Yockey. Passed by voice vote.

8. PRESENTATIONS

9. REPORTS OF STANDING COMMITTEES

A. RULES AND LEGISLATIVE COMMITTEE

1. Ben Lomand Volunteer Wireless Franchise Agreement

Commissioner Yockey moved to approve. Second by Commissioner Vick. Commissioner Vick stated this would provide broadband and cable services to the Beechgrove area. Passed by voice vote.

9A.1. Ben Lomand Volunteer Wireless Franchise Agreement (continued)

FRANCHISE AGREEMENT

By this FRANCHISE AGREEMENT by and between VOLUNTEER WIRELESS, LLC, d/b/a BLTV ("Franchisee") and BEDFORD COUNTY ("County"), the Franchisee agrees to accept and abide by the terms and conditions of that certain Resolution adopted on the _____ of _____, 2019, attached hereto and incorporated herein as Exhibit "A", whereby County did grant to Franchisee a new franchise for the period of ten (10) years to operate a cable television system in Bedford County, Tennessee.

This _____ day of _____, 2019.

By: _____
Chairperson, County Commission
Bedford County, TN

ACCEPTED BY:

VOLUNTEER WIRELESS, LLC.
d/b/a BLTV

By: _____
Lisa Cope, President

F. Franchise. "Franchise" shall mean the permission, license, or authorization given hereunder to construct, operate, and maintain a Cable Television System in the County.

G. Franchisee. "Franchisee" shall mean Volunteer Wireless LLC, d/b/a BLTV or any successors, transferees, or assignees of such Franchisee.

H. Cable Act. "Cable Act" shall mean the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

I. Federal Communications Commission: FCC. "Federal Communications Commission" or "FCC" shall mean that administrative agency of the Federal government responsible for cable television regulation on a national level, or its lawful successor.

J. Cable Television System. "Cable Television System" means (i) a system of coaxial cables, fiber optic cables, or other electrical conductors and equipment used or to be used primarily to receive or transmit video programming, radio signals, or other programming, originated directly or indirectly or taken off the air, from a broadcast tower, towers, or satellite, and to transmit them to the subscribers for a fee and (ii) subscriber interaction, if any, which is required for the selection of such video programming or other programming service. "Cable System" shall not include telephone service, internet access services or any type of satellite television or internet services.

K. NEC. "NEC" shall mean the National Electric Code.

L. NESC. "NESC" shall mean the National Electric Safety Code.

M. Application. "Application" shall include all written communications, in whatever form, made by the Franchisee to the County concerning the construction, rendition of services, maintenance, or any other matter pertaining to the Cable Television System contemplated herein.

VOLUNTEER WIRELESS, L.L.C. d/b/a
BLTV
FRANCHISE AGREEMENT

WHEREAS, Volunteer Wireless LLC, d/b/a BLTV has requested franchise to own and operate a cable television system in Bedford County, Tennessee; and

WHEREAS, the Cable Television Act of 1977 enacted by the Tennessee Legislature, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, enacted by the Congress of the United States provide that each operator of a cable television system must have a franchise issued in order to provide cable television service within a jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Bedford County Board of Commissioners adopt the following resolution:

Section 1
DEFINITIONS

For the purpose of this Resolution, the following terms, phrases, words, and their derivations shall have the meanings given herein, unless the context clearly indicates that another meaning is intended. The word "shall" is always mandatory, and not merely directory:

A. County. "County" shall mean the County of Bedford.

B. State. "State" shall mean the State of Tennessee.

C. County Mayor. "County Mayor" shall mean the existing or succeeding Chief Executive Officer of the County, or his/her designee.

D. County Commission: Commission. "County Commission" or "Commission" shall mean the present governing body of the County or any successor to the legislative powers of the present County Commission.

E. County Clerk. "County Clerk" shall mean the existing or succeeding Clerk of the County Commission of Bedford County, Tennessee.

N. Person. "Person" shall mean any person, firm, partnership, association, corporation, Franchisee, or organization of any kind.

O. Subscriber. "Subscriber" shall mean a purchaser of any service delivered over the system to an individual dwelling unit or of service to be utilized in connection with a business, trade, or possession.

P. Resolution. "Resolution" as used herein shall include this Resolution and as the same from time to time may be amended.

Q. Gross Annual Revenues. "Gross Annual Revenues" shall mean all compensation derived directly and indirectly by the Franchisee, or its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Resolution, including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other cable television service receipts, gross annual advertising receipts, installation and reconnection fees, and converter and other equipment rentals, and expanded basic service tiers, pay-per-view, equipment sales, late fees, and compensation derived from programmers for the launch of new services, provided, however, that this shall not include any taxes on services furnished by the Franchisee herein, imposed directly upon subscriber or user by the State, County, or other governmental entity and collected by the Franchisee on behalf of said governmental unit.

R. Street. "Street" shall mean the surface of and the space above and between any public street, road, highway, freeway, lane, path, public way or place, alley, court, sidewalk, boulevard, parkway, drive, or other easement now or hereafter held by the County for the purpose of public travel and shall include such other easements or rights-of-way as shall be now held or hereafter held by the County which shall, within their proper use and meaning,

9A.1. Ben Lomand Volunteer Wireless Franchise Agreement (continued)

entitle the County and its Franchisee to the use thereof for the purpose of installing or transmitting Cable Television System transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Cable Television System.

S. Franchise Area. "Franchise Area" is the present territorial limits of Bedford County, Tennessee, and for any area henceforth added thereto during the term of this Franchise.

**Section 2
FRANCHISE AGREEMENT**

There is hereby granted to Volunteer Wireless, LLC. d/b/a BLTV, by the County of Bedford, and the County Mayor and the Bedford County Commission is hereby authorized to execute a contract providing for, the right, privilege and Franchise to construct, operate, maintain and upgrade a Cable Television System within the franchise area as herein defined, for a period of ten (10) years from the effective date of the contract with the County based on this Resolution, subject to the conditions and restrictions as hereinafter provided. Said contract may be renewed by the County for subsequent additional ten (10) year periods if such renewal is made in writing and in compliance with applicable state and federal laws.

**Section 3
AUTHORITY NOT EXCLUSIVE**

A. The right to use and occupy said franchise area is defined in Section 1 herein for the purposes herein set forth shall not be exclusive, and the County reserves the right to grant a similar use of said franchise area to any person or entity at any time during the period of this Franchise, in accordance with Title 7, Chapter 59, Part 201 of the Tennessee Code Annotated and other applicable federal and state law and guidelines.

**Section 5
CONDITIONS OF STREET OCCUPANCY**

A. All poles, lines, guys, cables, conduit, wires, or other appurtenances and appendages thereto used by the Franchisee under, along, over or across any streets, avenues, roads, alleys, bridges, and other public ways of the County shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable conveniences of property owners who adjoin any of the said streets, alleys, or other public ways and places.

D. In case of any disturbance by the Franchisee of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense and in a manner approved by the Administrator or Superintendent of Roads, replace and restore all paving, sidewalk, driveway or surface of any street or alleys disturbed, in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of one (1) year, except for damages due to actions of others subsequent to the restoration. However, should Franchisee fail to do so after thirty (30) calendar days' notice in writing to said Franchisee by the County Mayor or his designate of said County, the County may repair and replace such portions of the sidewalk or street or other public places that may have been disturbed by said Franchisee and the cost of the same plus a sum equal to fifteen percent (15%) of said cost to defray administration and engineering costs shall be paid by the Franchisee to the County.

C. Whenever any person obtains permission from the County to move any building or structure, Franchisee shall, upon five (5) days written notice, raise or remove wires or conductors to permit the free passage of the building. If Franchisee refuses to comply with the notice, the Road Superintendent shall, upon proof of notice, raise the wires or conductors at Franchisee's expense.

B. If any other person enters into a substantially similar franchise agreement with the County that includes terms or provisions that are more favorable to that person than the terms hereof or are in addition to the terms hereof, those terms or provisions shall be added, at the option of the Franchisee, to this franchise, and the County shall be bound and obligated thereby as if such term(s) and/or provisions were set forth and fully included herein.

**Section 4
GRANT TO USE STREETS**

A. The County grants to Franchisee, its successors and assigns, the right to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the County of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals, as may be deemed appropriate by Franchisee, upon the limitations, terms and condition contained in this Resolution, as the same may be from time to time amended, and such right and franchise shall be ten (10) years in duration, subject only to such limitations as are now or as hereinafter may be provided by law.

B. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the County has previously granted and hereby reserves the right to grant a similar use of said streets, alleys, public ways, and places to any person at any time during the period of this franchise.

C. In consideration of the rights granted, the County has the right to fasten, suspend, and maintain on the poles of the Franchisee, its successors and assigns, all wire the County requires for fire alarm and police purposes.

D. In the event that at any time during the period of this franchise the County shall lawfully elect to alter or change the grade of any street, alley, or other public way, the Franchisee, upon reasonable notice by the County, shall make any necessary removals relaying and relocations of its lines and all appurtenances and appendages thereto at its own expense.

E. The Franchisee shall not place cable and poles or any appurtenances and appendages thereto where the same will interfere with any fire hydrant, water main, or sanitary sewer lines. All such poles, lines, cable, guys, wires, conduits, or other fixtures placed in any street, when feasible, shall be placed at the outer edge of the right-of-way and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

**Section 6
COMPLIANCE WITH APPLICABLE LAW AND RESOLUTIONS**

A. The Franchisee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the County, and to such reasonable regulations as the County has or shall hereinafter by resolution or ordinance provide.

B. Franchisee shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar federal commission or state regulatory body having jurisdiction. If the Franchisee shall fail to comply with any material federal and/or state statute, rules, regulations, orders or conditions lawfully vested under federal law in any federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in the County, the County shall have the right to terminate or cancel any franchise granted hereunder after written notice to the Franchisee to correct such failure

9A.1. Ben Lomand Volunteer Wireless Franchise Agreement (continued)

or default and such failure and defaults shall continue for a period of time specified in such notice, not less than ninety (90) days.

**Section 7
GENERAL INDEMNIFICATION AND LIABILITY INSURANCE**

A. It is expressly understood and agreed by and between the Franchisee and the County that the Franchisee shall hold the County harmless from all loss sustained by the County on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the Franchisee in the construction, operation, or maintenance of its Cable Television System and/or video programming services in the County. The County shall notify the Franchisee's representative in the County within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the County on account of any negligence as aforesaid on the part of the Franchisee.

B. Franchisee hereby agrees annually to furnish to the County evidence of insurance necessary to protect the County. The amounts of such insurance to be carried for liability due to property damage shall be a minimum of \$250,000 as to any one occurrence; and against liability due to injury to or death of person, a minimum of \$500,000 as to any one person and a minimum of \$1,000,000 as to any one occurrence.

**Section 8
APPROVAL OF TRANSFER**

The Franchisee shall not sell or transfer its plant or system covered by this franchise to another, nor transfer any rights under this franchise to another without the approval of the Bedford County Commission, approval will not be unreasonably withheld. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the County Recorder an instrument, duly executed, reciting the fact of such sale, assignment, or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof.

(b) Limit failures which leave five or more subscribers with no cable service to a minimum by locating and correcting such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.

(c) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, the Franchisee shall calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.

(d) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

**Section 11
SERVICE EXTENSION**

The Cable Television System as contemplated herein shall be installed and maintained in accordance with the accepted industry standards and will meet all applicable technical standards of the Federal Communications Commission. The Cable Television System will be provided in the Franchise Area within the Ben Lomand Telephone service area. The number of miles will be calculated starting at the closest point of the activated cable system where the extension must be connected and will continue until reaching within 300 feet of the dwelling unit.

**Section 12
FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES**

Copies of all petitions, applications, registrations, and responses to complaints submitted by the Franchisee to the Federal Communications Commission shall also be submitted to the County if requested. The County shall take all precautions to keep this information proprietary and confidential.

**Section 9
SYSTEM CAPACITY**

A. The system shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following storms that adversely affect utility services or damage major system components.

B. The system shall use equipment generally used in high quality, reliable, modern systems of similar design, including but not limited to, back-up power supplies capable of providing power for a reasonable period of time. The obligation to provide back-up power supplies requires the Franchisee to install equipment that will (1) cut in automatically on failure of commercial utility AC power, (2) revert automatically to commercial standby power when it is restored, and (3) prevent the standard power source from powering a "dead" utility line. In addition, the design and construction of the system shall include appropriate equipment that will permit and is capable of passing through the signals received at the headend without substantial alteration or deterioration.

C. All system connectors, external waterproofing, system expansion loops, drops and grounding shall be in compliance with the applicable NEC and NESC codes. Any variations in place from construction under the prior franchise shall be corrected during routine maintenance and replacement.

**Section 10
CUSTOMER SERVICE AND SIGNAL QUALIFY REQUIREMENTS**

The Franchisee shall:

(a) Comply with the technical standards provided by the Federal Communications Commission at 47 C.F.R. 76.601 through 76.609, as from time to time amended.

**Section 13
PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS
AND EMERGENCY BROADCAST SERVICES REQUIRED**

The Franchisee shall reserve time on a minimum of one channel for public, educational, and governmental (PEG) access use. With prior approval of the County, such channel(s) may be used by the Franchisee for other purposes when not required by PEG users. The Franchisee shall make available to PEG users, subject to advance scheduling and during the Franchisee's normal business hours, any studio facilities or equipment it may have at no charge.

**Section 14
BROADCAST SERVICES**

The Franchisee shall provide, but without charge and subject to the rules and regulations of the Federal Communications Commission, public emergency broadcast capabilities whereby the County can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

**Section 15
RIGHTS IN FRANCHISE**

A. The right is hereby reserved to the County to adopt, in addition to the provisions herein contained and existing applicable resolutions and/or ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by resolution or ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.

B. The County shall have the right to supervise all construction and installation work performed subject to the provisions of this Resolution and to make such inspections as it shall find necessary to ensure compliance with governing Resolutions.

9A.1. Ben Lomand Volunteer Wireless Franchise Agreement (continued)

**Section 16
PERMITS**

The Franchisee shall be responsible for all building and construction permit fees and amounts for assessments for special benefits, such as sidewalks, street paving, and similar improvements.

**Section 17
AVAILABILITY OF BOOKS AND RECORDS**

The Franchisee shall fully cooperate in making available at reasonable times, and the County shall have the right to inspect at the Franchisee's office, upon reasonable notice and where reasonably necessary for the enforcement of the Franchise, any mutually agreed upon documents of the Franchisee that either support or reflect Gross Annual Revenues as set out in Section 1 herein and applicable to the Cable Television System, at any time during normal business hours.

**Section 18
FRANCHISE FEE**

In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 542, Franchisee agrees to pay the County a sum of money equal to three percent (3%) of Franchisee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 20th of the month following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the County by Franchisee, including ad valorem or business taxes.

**Section 19
SURRENDER RIGHT**

Franchisee may surrender this franchise at any time upon filing with the County Mayor a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties, and liabilities of the Franchisee in connection with this franchise shall terminate. Further, should the Franchisee and/or its successors and assigns discontinue the business for which this

franchise is granted, all poles, wires, cables, and other devices shall be removed without expense to the County within ninety (90) days after demand for such removal is made by the County.

**Section 20
NOTICES TO FRANCHISEE**

At any time the County Mayor, Commission, members of the Commission, or resident of the County brings an issue regarding this Resolution, agreements or applications thereunder, or the activities of any Franchisee to a meeting or work session of the Commission, the County Administrative Officer will notify Franchisee. Such notification shall take place at least ten (10) days prior to the meeting or work session.

**Section 21
SEVERABILITY**

If any sections, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 22
FULL FORCE AND EFFECT**

This Resolution shall be in full force and effect from and after its final passage and the publication of this Resolution and/or its caption, the welfare of the public requiring it, and its acceptance by the Franchisee shall be implied from the continued provision of the services described herein after the enactment of this Resolution.

**Section 23
ACCEPTANCE**

This resolution and its terms and provisions shall be accepted by Franchisee by a written Franchise Agreement executed and acknowledged by Franchisee and filed with the Clerk of the Commission.

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

On adoption by the County Mayor and the Bedford County Board of Commissioners, this Resolution shall be permanently recorded by the Commission as part of the official minutes of the County Commission, and shall have the full force and effect of all resolutions therein recorded.

SO ADOPTED, this _____ day of _____, 2019.

Mayor
Bedford County, TN

SO APPROVED, this _____ day of _____, 2019.

B. LAW ENFORCEMENT COMMITTEE

C. COURTHOUSE AND PROPERTY COMMITTEE

D. FINANCIAL MANAGEMENT COMMITTEE

1. Budget Amendment – School #3

Commissioner Thomas moved to approve. Second by Commissioner Sanders. Motion passed by roll call vote. 16 Ayes 0 Noes

A copy of the budget amendment is on file in the Clerk's office.

2. Budget Amendment – County #4

Commissioner Yockey moved to approve. Second by Commissioner Farris. Motion passed by roll call vote. 16 Ayes 0 Noes

Commissioner Thomas made the following declaration before voting: *“Because I, or a family member, am an employee of Bedford County, I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens which this body represents.”*

A copy of the budget amendment is on file in the Clerk's office.

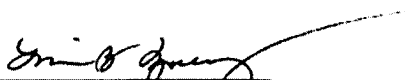
3. Refunding Bond with Cumberland Securities

Added to the agenda by Commissioners Vick and Yockey. This was addressed last month and tonight's vote is to clean up procedural issues.


Commissioner Vick moved to approve. Second by Commissioner Yockey. Motion carried by roll call vote. 16 Ayes 0 Noes

February 27, 2019

Commissioners Linda Yockey & Greg Vick request the Refunding Bond with Cumberland Securities be added to the March 12, 2019 Commissioner meeting agenda.



Commissioner Linda Yockey
District 5



Commissioner Greg Vick
District 2

Other documents pertaining to the refunding are on file in the Clerk's office.

4. Suspension of Rules to discuss Resolution 19-14 - Appointment of Mark Clanton to the Interlocal Solid Waste Authority.

Commissioner Thomas made a motion to suspend the rules. Second by Commissioner Anderson. Motion passed unanimously by a show of hands.

Commissioner Thomas made a motion to approve the Resolution. Second by Commissioner Anderson. Motion passed by voice vote.

7.D.4 Resolution 19-14 - Appointment of Mark Clanton to the Interlocal Solid Waste Authority

RESOLUTION 19-14

WHEREAS, by Resolution on the 14th December, 2010, the Board of Commissioners of Bedford County, Tennessee, approved by majority vote to participate as a member of the Interlocal Solid Waste Authority ("Authority"); and

WHEREAS, Bedford County has participated in the Authority since that time; and

WHEREAS, the term of the Bedford County Member of the Board of the Authority has expired; and

WHEREAS, Mark Clanton is the Highway Superintendent for Bedford County and the responsibility for Solid Waste Disposal in Bedford County is assigned to him; and

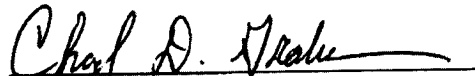
WHEREAS, Chad Graham, Mayor of Bedford County, hereby appoints Mark Clanton as the Bedford County Member to the Board of the Authority subject to the ratification of the Board of Commissioners of Bedford County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Bedford County, Tennessee, that Mark Clanton in his capacity of Bedford County Highway Superintendent be and is hereby appointed and ratified as Member of the Board of the Interlocal Solid Waste Authority as the Bedford County Representative.

This Resolution is effective immediately for a term of six (6) years.

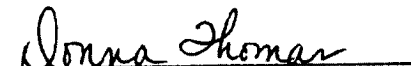
Past by a majority of the membership of the Bedford County Board of Commissioners on this 12th day of March, 2019.

Bedford County Mayor


Chad Graham

ATTEST:

Bedford County Clerk


Donna Thomas

11. ANNOUNCEMENTS

Chairman Graham pointed out that former commissioner Jimmy Woodson was in the audience. He also pointed out the Commissioner Brent Smith has been elected as the new Chair of the Bedford County Republican Party.

Commissioner Vick recognized Marie Claire Turrentine, author of the book *A Voisage Ascent*, who was also in the audience.

There are study sessions coming up:

Juvenile Detention, March 22, 9:00, EMA building

Tax Freeze, last week of April, Conference Room, 2nd Floor Annex

Mr. Bobo made note of the busyness of the County Clerk's office, especially on Saturdays.

Chairman Graham stated that the Trustee's office has now also relocated to the new Annex.

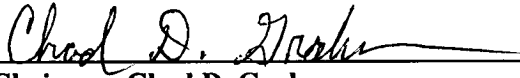
Commissioner Epperson said there is a meeting of the Economic Development Board on March 20 at 6:00.

Commissioner Pinson said that April 1 is Census Awareness Day. It will be a 2 hour census awareness meeting. Ours is the first area office to open.

Commissioner Brent Smith asked that anyone with ideas around the tax freeze study reach out to him.


12. ADJOURN

There being no further business before the Board, Commissioner Thomas made a motion to adjourn and Chairman Graham declared the meeting adjourned at 7:17 p.m.




Chairman Chad D. Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 15th of March and delivered to the Bedford County Mayor's Office.



Donna Thomas
Bedford County Clerk

I certify that I received these minutes on the 15 day of March, 2019.



Chad D. Graham
Bedford County Mayor

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