

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, October 8, 2019 at 7:00 PM. Chairman Chad Graham called the meeting to order. Prayer was led by Commissioner Jeff Sweeney. 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
JANICE BROTHERS	DON GALLAGHER	PHILIP FARRAR
JOHN BROWN	GREG VICK	JEFF SWEENEY
SYLVIA PINSON	CHASTITY GUNN	BRIAN FARRIS
ED CASTLEMAN	ANITA EPPERSON	

With 17 commissioners present, Chairman Graham called the meeting to order. Commissioners Tony Smith was absent.

5. APPROVAL OF THE SEPTEMBER 10, 2019 COMMISSION MINUTES

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

6. NOTARY APPROVALS

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

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR October 2019
 TO: RULES AND LEGISLATIVE COMMITTEE DATE: 08-13-19

NAME	NEW/RENEW	RECOMMENDED BY
1. Josephine Bell	Renew	
2. Joyce Weaver	Renew	
3. Cynthia D. Richardson	Renew	
4. Nancy J. Jensen	Renew	
5. Anna Collier	Renew	
6. Callie Head	Renew	
7. Amanda Talada	Renew	
8. Hollie Clanton	Renew	
9. Rachel M. Cunningham	Renew	
10. Terry Bowling Jr.	Renew	
11. J. Susan Duff	Renew	
12. Savana Tucker	New	Thomas/Gunn
13. DeAnna Frauks	New	Thomas/Gunn

7. APPOINTMENTS

8. PRESENTATIONS

A. TBI Graduate, President of Class – Nikia Elliott

Sheriff Austin Swing recognized Major Nikia Elliott as a graduate of the TBI Academy and announced that Major Elliott will be the new Chief Deputy of the Bedford County Sheriff's Department.

9. REPORTS OF STANDING COMMITTEES

A. RULES AND LEGISLATIVE COMMITTEE

1. Resolution 20-10: Emergency Communications Service Charge

Commissioner Thomas made a motion to approve. Second by Commissioner Vick. Commissioner Farrar remarked that in committee there was some discussion as to whether to charge the full amount allowed, but it was decided to send it on to the full Commission. Motion passed by roll call vote. 12 Ayes 5 Noes
Commissioners Farrar, Sanders, Anderson, Epperson and Brent Smith voted no.

20-10
RESOLUTION

TITLE: A RESOLUTION TO REQUEST MEMBERS OF THE LEGISLATIVE DELEGATION TO THE GENERAL ASSEMBLY TO CO-SPONSOR AND SUPPORT A JOINT RESOLUTION TO RESTORE THE EMERGENCY COMMUNICATIONS SERVICE CHARGE ("9-1-1 FEE") TO THE MONTHLY RATE OF \$1.50.

WHEREAS, the General Assembly authorized the 9-1-1 fee to be \$1.50/month in 1998, as then applicable to residential phone lines, at the onset of the cellular phone era; and,

WHEREAS, in 2014, the 9-1-1 fee was reduced to \$1.16; and

WHEREAS, local governments created Emergency Communications Districts ("ECDs") to provide the life-saving 9-1-1 service for all residents in their Districts, contribute property taxes for this purpose, and require adequate user funding for this essential duty; and,

WHEREAS, pursuant to the authority of T.C.A. 7-86-128 (b) (1), the Tennessee Emergency Communications Board ("TECB"), following public hearing, properly adopted a recommendation to restore the monthly 9-1-1 fee to \$1.50, which must be approved by a Joint Resolution of the State Senate and House of Representatives;

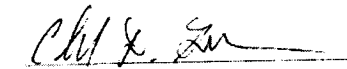
NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That we do hereby request that a copy of this resolution be sent to members of the State Senate and House of Representatives that represent, in whole or in part, this jurisdiction; and, further, that we do hereby request each such member of the General Assembly to co-sponsor and support the Joint Resolution to restore the 9-1-1 fee, as stated above; and


FURTHER, BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM & AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

APPROVED THIS 8 DAY OF October, 2019.

SIGNED:


MAYOR

ATTEST:


CLERK

2. Interlocal Agreement – Joint Economic Director Position

Commissioner Yockey made a motion to approve. Second by Commissioner Sweeney. Motion passed by roll call vote. 17 Ayes 0 Noes

INTERLOCAL AGREEMENT

BY AND BETWEEN

BEDFORD COUNTY, TENNESSEE AND
THE CITY OF SHELBYVILLE, TENNESSEE

FOR

THE ESTABLISHMENT OF A JOINT ECONOMIC DIRECTOR POSITION

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

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

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

WHEREAS, the Parties each budgeted \$100,000 in the fiscal year 2019-2020 to fund potential cooperative efforts for industrial recruitment, economic and tourism development, including creating a full-time position to spearhead such efforts; and

WHEREAS, the Oversight Committee has studied these issues and now

9.A.2. Interlocal Agreement – Joint Economic Director Position (continued)

recommends to the Parties that they agree to the terms as set forth in this Agreement; and

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

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

- I. **Purpose.** This Agreement is for the purpose of establishing the manner, terms, and conditions by which the County and the City shall jointly establish and provide for a full-time position dedicated to joint economic development for the Parties, and to formalize the responsibilities of said position.
- II. **Effective Date and Term of Agreement.** This Agreement shall become effective upon the signatures of all Parties and shall continue through June 30, 2022.
- III. **Cooperative Agreement.** The Parties agree to cooperate with each other, and shall use all reasonable efforts to cause the fulfillment of the conditions to the Parties' obligations hereunder, and to obtain as promptly as possible all consents, authorizations, orders, or approvals from each and every third party, whether private or governmental, required in connection with the transactions contemplated by this Agreement.
- IV. **Modification.** The Parties agree that this Agreement may be modified only by written consent of each Party.
- V. **Funding.** The Parties agree to share equally in the costs necessary to execute and carry out the purposes of this Agreement, unless otherwise specifically stated herein.
 - A. **Fiscal Year 2020-2021:** For fiscal year 2020-2021, beginning July 1, 2020, the Parties agree to budget and fund an amount not to exceed \$100,000.00 from each Party's respective governmental budget for the purposes of this Agreement.
 - B. **Fiscal Year 2021-2022:** For fiscal year 2021-2022, beginning July 1, 2021, the Parties agree to budget and fund an amount not to exceed \$100,000.00 from each Party's respective governmental budget for the purposes of this Agreement.
 - C. **Quarterly Funding:** All funds shall be deposited into a joint bank account which shall be set up and administered by the City of Shelbyville. Funds shall be contributed on a quarterly basis and shall be made on or before the first day of July, October, January, and April.
 - D. **Initial Funding:** The initial contributions due from the Parties for the 1st

and 2nd Quarters of the Fiscal Year 2019-2020 (Fifty Thousand Dollars (\$50,000.00) from each Party) shall be made within thirty (30) days from the execution of this Agreement.

- E. **Fund Rollover:** Any funds remaining in the joint account at the end of a fiscal year shall be rolled over into the next fiscal year to be used for costs necessary to execute and carry out the purposes of this Agreement, including any funds remaining in the joint account at the end of this Agreement set to terminate on June 30, 2022. Such funds remaining as of June 30, 2022 shall be rolled over into the next fiscal year and may be only used for costs related to the purposes of this Agreement.
- VI. **Position of Joint Economic Director.** The Parties agree to establish the position of a joint economic Director to serve both Parties, to be officially titled as the Shelbyville-Bedford County Economic Director (hereinafter referred to as the "Economic Director").
 - A. **City Employee:** The Economic Director shall be an employee of the City of Shelbyville, Tennessee, under the direct supervision of the Shelbyville City Manager, who has the authority to hire, discipline, and terminate persons in the position. The Economic Director shall be entitled to all benefits as other City of Shelbyville employees, and shall be subject to the City of Shelbyville personnel policies and procedures, unless specifically provided otherwise herein.
 - B. **Job Description:** A formal job description for the position of Economic Director is attached to this Agreement as "Exhibit A" and is incorporated by reference herein.
 - C. **Hiring Panel:** A panel to assist the Shelbyville City Manager in the hiring process shall be created and will consist of the Bedford County Mayor, the Bedford County Human Resources representative, and the City of Shelbyville Human Resources Generalist. Members of the hiring panel may participate in the interviewing of job candidates and make recommendations to the Shelbyville City Manager, but sole authority lies with the Shelbyville City Manager to select and hire any candidate for the position, as well as to set the terms of employment.
 - D. **Office Space:** The Shelbyville City Manager and the Bedford County Mayor shall work together to provide the best available office space and other physical job necessities for the Economic Director.
- VII. **Joint Economic Advisory Committee.** The parties shall establish a joint economic advisory committee, to be known as the Shelbyville-Bedford County Economic Advisory Committee (hereinafter referred to as the "Advisory Committee") to advise the Shelbyville City Manager on economic development issues and programs.

9.A.2. Interlocal Agreement – Joint Economic Director Position (continued)

A. Membership: The membership of the Advisory Committee shall be composed of five (5) voting members and three (3) Ex Officio (non-voting) members as follows:

- i. Three (3) Bedford County Commissioners shall serve as voting members of the Advisory Committee, all of whom are to be appointed by the Bedford County Mayor and approved by the Bedford County Board of Commissioners.
- ii. Two (2) Shelbyville City Council members shall serve as voting members of the Advisory Committee, all of whom are to be appointed by the Shelbyville City Mayor and approved by the Shelbyville City Council.
- iii. The Bedford County Mayor, the Shelbyville City Mayor, and the Shelbyville City Manager shall serve as Ex-Officio members of the Advisory Committee.

B. Term of Appointment: The voting members of the Advisory Committee shall be appointed to terms of two (2) years, set to begin on December 1st of the respective year of appointment. The terms shall be established on a staggered schedule beginning November 2019. At the time of the initial appointment of members, two (2) Bedford County Commissioners and one (1) Shelbyville City Council member shall be appointed to two (2) year terms running through October 2021, and one (1) Bedford County Commissioner and one (1) City of Shelbyville Council member shall be appointed to one (1) year terms running from November 2019 through October 2020. Thereafter every year those Advisory Committee seats for which the terms are expiring shall have members appointed to two (2) terms.

C. Advisory Committee Officers: The Advisory Committee shall have the following officers:

- i. Chairman: A Chairman shall be elected from the voting membership by the voting members and shall serve for a one (1) year term. The Chairman shall set the agenda for all meetings and preside at all meetings.
- ii. Vice-Chairman: A Vice-Chairman shall be elected from the voting membership by the voting members and shall serve for a one (1) year term. The Vice-Chairman shall preside at meetings in the absence of the Chairman.
- iii. Secretary: The Shelbyville City Recorder shall serve as the Secretary for the Advisory Committee. The Secretary shall record and take meeting minutes, maintain all Advisory Committee records, publish and issue communications including notices and other correspondences, and serve as the Open Records Custodian for the purpose of compliance with the Tennessee Open Records Act.
- iv. Treasurer: The Shelbyville City Treasurer shall serve as the

Treasurer of the Advisory Committee. The Treasurer shall provide financial statements regarding the funding for this Agreement to the Advisory Committee on an as-needed basis, but not less than quarterly.

D. Attendance: Voting members who miss three (3) regular meetings in a calendar year are automatically removed from the Advisory Committee and shall be replaced by the respective party immediately.

E. Meetings: The Advisory Committee shall hold regular meetings on a quarterly basis, to be held on the second Monday in the months of January, April, July, and October at 12:00 noon in the second floor conference room of the Bedford County Courthouse Annex Building or other such convenient place as determined by the Chairman. Special meetings of the Advisory Committee may be called by the Chairman and notice of such meetings shall be given to all members by the Secretary.

VIII. **State and Federal Compliance.** The Parties hereby agree to fully comply with all applicable federal and state laws in the performance of this Agreement.

IX. **Nondiscrimination.** The Parties hereby agree, warrant and assure that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, sex, national, origin, or any other classification protected by federal, Tennessee state constitutional or statutory law.

X. **Severability.** The Parties agree that in the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

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

WITNESS our signatures the day and date written below.

BEDFORD COUNTY, TENNESSEE

CITY OF SHELBYVILLE, TENNESSEE

By: _____
Chad Graham, Mayor

By: _____
Wallace Cartwright, Mayor

9.A.2. Interlocal Agreement – Joint Economic Director Position (continued)

Date: _____

Approved by the Bedford County Board of Commissioners at its November _____, 2019 meeting.

ATTEST:

Donna Thomas
Bedford County Clerk

Date: _____

Approved by the City Council of the City of Shelbyville at its November _____, 2019 meeting.

ATTEST:

Lisa Smith
Shelbyville City Recorder

PREPARED BY AND APPROVED AS TO FORM:

Ginger Bobo Shofner
Shelbyville City Attorney

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3. Joint Committee for Industrial Recruitment Appointments

Mayor Graham put forth Jeff Sweeney, Sylvia Pinson, and Don Gallagher to serve on the Committee. Commissioner Vick made a motion to approve. Second by Commissioner Gunn. Motion passed by voice vote.

4. Consideration of a Resolution Requesting State Representatives Name Two Bridges on Hwy 130 West in Memory of Two WWII Veterans: Army Sgt. James Marshall Smith and Naval Aviator P. M. Willis

Commissioner Thomas made a motion to approve. Second by Commissioner Anderson. Commissioner Farris said the Resolution will be sent to Representative Pat Marsh to take to the Department of Transportation. The Resolution will request that bridges located at the intersection of Snell Road and Dixon Road and the bridge past Pickle Road be named after the WWII veterans. The Liberty Lions Club has set aside the funds to pay for this. The motion was amended to read that the Mayor will have the county attorney draw up the Resolution and a copy will be distributed to Commissioners. Motion passed by voice vote.

B. LAW ENFORCEMENT COMMITTEE

C. COURTHOUSE AND PROPERTY COMMITTEE

D. FINANCIAL MANAGEMENT COMMITTEE

1. Resolution 20-11: Local Government Electronic Monitoring Indigency Fund

The State of Tennessee wants a resolution in case we need to participate in indigent funding as it relates to electronic monitoring of offenders. The purpose is to ensure that funds are available if the court wishes to require electronic monitoring, but does not require the court to do so. Commissioner Yockey made a motion to approve. Second by Commissioner Epperson. Motion passed by voice vote.

9.D.1. Resolution 20-11: Local Government Electronic Monitoring Indigency Fund (continued)

RESOLUTION FOR LOCAL GOVERNMENT PARTICIPATION
IN THE ELECTRONIC MONITORING INDIGENCY FUND

20-11

WHEREAS, pursuant to Chapter 505 of the 2019 Public Acts, a local government shall have the option to participate in the Electronic Monitoring Indigency Fund ("EMIF") relative to the payment of costs for eligible transdermal monitoring devices, other alternative drug and alcohol monitoring devices, and global positioning monitoring devices for its indigent defendants (collectively, "Devices"). Participation shall be demonstrated through a resolution legally adopted and approved by the Local Government's legislative body accepting the liability associated with participation and containing the budgeted amount that the Local Government commits to its participation in the EMIF;

WHEREAS, Bedford County, Tennessee "Local Government" desires to participate in the EMIF relative to the payment of costs associated with Devices until such time as the Local Government withdraws its participation in the EMIF.

WHEREAS, the Local Government agrees that in order to participate in the EMIF for the payment of costs associated with Devices, it shall adopt this resolution containing a budgeted amount for the upcoming fiscal year and sign a memorandum of understanding with the State of Tennessee ("State") about the payment of costs;

WHEREAS, through the memorandum of understanding between the Local Government and the State, the State may bill the local government for its budgeted amount by drawing from either the Local Government's Local Government Investment Pool ("LGIP") account or from a bank account designated by the Local Government for costs associated with Devices;

WHEREAS, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government's state-shared taxes;

WHEREAS, through the Local Government's participation and for the duration of its participation period, the Local Government will be responsible for fifty percent (50%) of the cost associated with Devices that have been ordered on or after July 1, 2019;

WHEREAS, the Local Government understands through the execution of this document that the State will provide funds matching each Local Government's budgeted amount for participation in the fund, subject to an appropriation by the State and the solvency of either or both of the accounts contained in the EMIF;

WHEREAS, for each upcoming fiscal year, the Local Government agrees that it will work cooperatively with the State to develop its budgeted amount for participation in the fund prior to approval by the Local Government's legislative body to determine if the State anticipates having sufficient funds to provide its fifty percent (50%) match;

WHEREAS, for each year of participation subsequent to the Local Government's initial participation year, and no later than a date certain established by the State Treasurer, the Local Government shall notify the State Treasurer of the budgeted amount that is approved for its continued participation in the EMIF within thirty (30) days after the Local Government budget is approved by the local legislative body along with a copy of the approved budget; said budgeted amount shall appropriate the funds necessary for the Local Government to meet its liabilities;

WHEREAS, to the extent that the Local Government does not pay its costs associated with Devices, the State will cease paying its portion of the costs, and the State will not approve any claims or pay any invoices on a going forward basis until such time that the Local Government has sufficient funds;

WHEREAS, subject to applicable rules, policies, procedures and guidance from the State, a Local Government may amend its budget by reducing and not increasing its budgeted amount;

WHEREAS, the Local Government shall be solely responsible for its liability in its EMIF participation as indicated in applicable laws, rules, policies, this resolution and memorandum of understanding; and

WHEREAS, should a Local Government withdraw its participation from the EMIF, the Local Government shall pay outstanding liabilities for Device invoices for claims that were approved during the period of time the Local Government participated in EMIF.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors for the [insert name of Local Government's governing body] hereby authorizes the Local Government participation in EMIF with the Local Government being solely responsible for meeting the requirements, conditions, limitations and restrictions relative to the payment of its liabilities associated with participation in the EMIF. The Board of Directors has also adopted a budget appropriating the funds necessary to meet the Local Government's liabilities associated with its participation in EMIF and has committed a budgeted amount of \$5,000 that will be used to fund its participation for the fiscal year beginning July 1, 2019. A copy of the budget is attached hereto.

STATE OF TENNESSEE
COUNTY OF BEDFORD

1,

_____ clerk of the

_____ in _____, Tennessee, does hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the _____ day of _____, 20____, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the

_____ As Clerk of the Board, as aforesaid

Seal

Resolution 20-11: Local Government Electronic Monitoring Indigency Fund (continued)

BEDFORD COUNTY, TENNESSEE
101 GENERAL FUND
EXPENDITURES AND OTHER USES

ACCOUNT NO.	EXPENDITURES	Audited 2014-16	Audited 2016-16	Audited 2016-17	Audited 2017-18	Amended 2018-19	Estimated 2019-20	Increases (Decreases)
1	58400							
2	58400	188,248	180,170	208,408	212,287	219,870	225,000	8,330
3	58400							
4	58400	114,140	109,827	108,037	111,406	107,330	122,784	15,454
5	58400	7,783	-	-	10,709	26,000	26,000	-
6	58400							
7		310,171	307,797	311,976	334,482	352,000	372,784	20,784
8								
9	58500							
10	58500	112,000	112,000	112,000	112,000	119,000	140,000	21,000
11	58500	8,449	8,449	8,449	8,449	10,000	10,000	-
12								
13		120,449	120,449	120,449	120,449	125,000	160,000	21,000
14								
15	58900							
16	58900							
17	58900							
18	58900							
19	58900							
20	58900							
21	58900							
22	58900							
23								
24								
25								
26	58900							
27	58900	13,517	13,517	16,221	16,871	16,708	17,888	978
28	58900	30,463	36,110	30,820	26,343	40,616	28,884	(11,731)
29	58900							
30	58900	27,560	30,000	30,000	30,260	30,000	-	(30,000)
31	58900							
32	58900	30,854	38,891	113,612	49,600	39,000	36,000	(9,000)
33	58900		1,460	2,372	662	9,000	9,000	-
34	58900	237,182	233,787	253,691	266,414	264,000	290,000	25,000
35	58900	281,490	3,748	188,298	6,000	45,900	46,000	-
36	58900	7,837	8,870	12,217	8,308	81,428	71,428	20,000
37								
38		634,902	369,171	646,831	493,248	466,781	491,888	(4,753)
39								
40								

*Budget included in Other Charges

Commissioners received a copy of a letter from the Tennessee Comptroller's Office approving the recent Capital Outlay Notes. No action required.



JUSTIN P. WILSON
Comptroller

JASON E. MUMFORD
Deputy Comptroller

September 18, 2019

Honorable Chad D. Graham, County Mayor
and Honorable Board of Commissioners
Bedford County
One Public Square, Suite 101
Shelbyville, TN 37160

Dear Mayor Graham and Members of the Board:

Please present a copy of this letter to the County Commission at the next meeting following receipt of this letter.

Our office received a request from Bedford County (the "County") on September 11, 2019, for approval to issue twelve-year capital outlay notes in an amount not to exceed \$1,650,000 to be known as the "General Obligation Capital Outlay Notes, Series 2019" (the "Notes").

Included with the request was a certified copy of an unnumbered resolution adopted on September 10, 2019, authorizing the issuance of the Notes to provide funds to finance the acquisition of vehicles and equipment for public works, including fire safety equipment, emergency medical equipment, vehicles and equipment for the County's waste collection system, and renovation and equipping of public buildings and facilities (the "Project"). The proposed note form and informal bid attachment were included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation within forty-five (45) days of the issuance of the debt herein approved.

Compliance with Debt Management Policy

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit the Report on Debt Obligation that indicates that the debt issued complies with the County's debt policy. If the County amends its policy, please submit the amended policy to our office.

Note Approval

This letter constitutes approval for the County to issue the Notes by informal bid pursuant to T.C.A. §§ 9-21-608 and 9-21-609. Approval of the sale of the Notes is conditioned upon the County's compliance with Title 9 Chapter 21 Parts 1, 4, and 6, of the Tennessee Code Annotated and timely payment of outstanding note principal and interest in accordance with the note provisions. The

Letter to the Bedford County – Capital Outlay Note Approval
September 18, 2019
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amount of the Notes being approved is based on the County's determination of the cost of the public works project as authorized in T.C.A. § 9-21-109.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new note resolution must be passed by the Governing Body and submitted to this office for approval.

Purpose, Terms, and Life

This Project meets the definition for a public works project in T.C.A. § 9-21-105, and the County may issue notes under the authority of Title 9 Chapter 21 of the Tennessee Code Annotated to finance such Projects. The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9 Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated. The Notes shall mature not later than twelve (12) fiscal years following the fiscal year in which the Notes are issued.

Not less than level debt service is to be paid in each year after the year issued with the balance being paid in the final year of the Notes. In its resolution, the County committed to pay annual principal amounts with interest that result in approximately level principal or level debt service payments. This repayment schedule meets the requirements of statute. If the County does not pay the minimum principal payments stated in its resolution, the County will not be permitted to convert the Notes to bonds after the two-year period commencing on the date of issuance (T.C.A. § 9-21-610).

Nonconforming Obligations

Notes issued contrary to Title 9 Chapter 21 Parts 4 and 6 of the Tennessee Code Annotated or Notes not properly extended are nonconforming obligations. The Comptroller has the option to levy a penalty for notes deemed nonconforming obligations.

Director's Budget Approval Requirement

By issuing debt under the authority of Title 9 Chapter 21 of the Tennessee Code Annotated, the County has placed itself under the budget approval authority of the Director of the Office of State and Local Finance for the life of any outstanding debt. This authority requires the County Executive, as Chief Executive Officer, to submit within fifteen days of adoption the appropriation resolution with any necessary supporting documents to this office for official budget approval to document:

Letter to the Bedford County – Capital Outlay Note Approval
September 18, 2019
Page 3

- the County's budget is balanced as required by state law,
- the County intends to pay all outstanding debt obligations, and
- the annual budget is prepared in a form consistent with accepted governmental standards and as approved by the Director.

This office can require the County to provide any information or perform any audits necessary to ascertain that the County maintains a balanced budget paying all outstanding debt obligations. If the County is unwilling to submit to the requirements of T.C.A. § 9-21-403, this approval to issue the Notes is rescinded.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

Report on Debt Obligation

Enclosed is a Report on Debt Obligation. The report must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Office of State and Local Finance by mail to the address on this letter or by email to SLF.PublicDebtForm@cot.tn.gov. A fillable PDF of the Form is available at <https://comptroller.tn.gov/office-functions/state-and-local-finance/local-government/debt/report-on-debt-obligation.html>. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

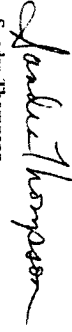
Please notify us if the County decides not to issue the Notes.

Letter from Comptroller's Office (continued)

Letter to the Bedford County - Capital Outlay Vote Approval
September 18, 2019
Page 4

If you should have questions or need assistance, please feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@col.in.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Local Government Audit, COT
Mr. John Werner, Cumberland Securities Company, Inc.

Enclosure: Report on Debt Obligation

County: Here: Bedford | 25 North Avenue, North | Nashville, Tennessee 37214

10. QUARTERLY REPORTS Q1

- A. Clerk & Master - Absent
- B. Circuit Court Clerk/Driving School Director – Absent. Submitted written report.
- C. County Clerk – Donna Thomas reported that YTD transactions are up 8%, in part due to the clerk’s office taking over all notings of lien. Revenue collected for Bedford County is up 25%, largely due to the collection of archive fees on titles.
- D. Director of Schools - Absent
- E. Administrator of Elections – Summer Leverette reminded officials that the Presidential Preference Primary will be held on March 3, 2020 and the Assessor of Property and Highway Superintendent offices will be up for election. The first day to pick up petitions will be October 14, 2019 and the qualifying deadline is December 12, 2019 at 12:00 noon.
- F. Highway Superintendent – Mark Clanton reported that his crew worked on over 300 projects the first quarter. There are plans to pave 6 roads during the 2019/20 budget year. He is working with TDOT on the Cascade school intersection improvements. They are installing new signage at convenience centers and are expecting some of the new equipment to begin arriving this month.
- G. Property Assessor – Ronda Clanton reported that her office is on the 4th year of the inspection cycle and will spend the next year working on reappraisal. Any new construction after September 1 does not go on the tax roll until 2020. Personal property audits are going on right now. Deeds and mapping are very busy right now. Since April 2019, the assessment summary has grown by \$16M in assessed value. The ratio study is coming up in 2020. In 2018 it was .8580. The ratio is the appraisal value versus the selling price. The state uses the ratio to cut personal property and public utilities to make it fair and equitable across the board. Properties right now are selling \$50K to \$100K more than the appraisal value, however the appraisal values cannot be changed until the next reappraisal period. Clanton reiterated that the appraisal coming up will not raise revenue. The state will adjust the certified rate so that the only new revenue will be on new construction.
- H. Register of Deeds – Johnny Reed reported that the total number of documents reported for the first quarter is up 315. He noted that new construction is booming right now. Commissioner Sweeney reminded the Commission that even with increase in the activity in all of these offices, officials have not hired any additional employees.
- I. Trustee – Tonya Davis reported that her office has mailed out tax relief and tax statements. Collections of current taxes are up \$25K. Davis went through the written report with commissioners. She reported that online payments have increased. They also don’t have as many researchers in the

10. Quarterly Reports (continued)

office nowadays, since they can research online. She noted that the maximum income to qualify for tax relief is \$29,860 and taxpayers must qualify each year.


Copies of all written reports on file at Clerk's office.

11. ANNOUNCEMENTS

- Spay & Neuter Celebrating 25K Pet Sterilizations, October 14, 4-7 pm, catered by Bell Buckle Café at the Clinic.
- Republican Party Fish Fry Fundraiser, October 17, 5:30 pm at the Ag Center, tickets \$20.
- Normandy Volunteer Fire Department Chili Supper, October 12, 4-7 pm, at the fire hall.
- Commissioner Brown expressed his appreciation of those who have been a help to him during the past few months..

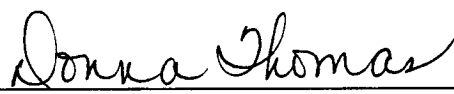
12. ADJOURN

There being no further business before the Board, Commissioner Thomas made a motion to adjourn. Chairman Graham declared the meeting adjourned at 7:54 p.m.



Chairman Chad Graham
Bedford County Board of Commissioners

I certify that the minutes were completed on the 11th of October 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 October, 2019.



Chad Graham
Bedford County Mayor

