

SWEARING IN OF NEWLY ELECTED COUNTY COMMISSIONERS

AGENDA
SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS
September 1, 2022
SUMNER COUNTY ADMINISTRATION BUILDING, 7:00 P.M.

I. Call to Order

1. The Commission declared open by the Sheriff
2. Invocation
3. Pledge of Allegiance to the Flag - County Clerk
4. Swearing in of all duly elected County Commissioners

2209SROLL

5. Roll Call by County Clerk
6. Approval of the Agenda
7. Reading of the Call
8. Recognition of the Public

II. New Business

1. To consider and possibly vote upon the manner to resolve the tie vote in the District 13 County Commission seat
2. The election of the nominee brought forth by County Mayor-elect John Isbell for the position of Sumner County Law Director
3. The election of the County Commission Chairman
4. The election of the Chairman Pro Temp
5. The adoption of the rules for operation of the body
6. The election of the Committee on Committees
7. Adoption of Official Bonds

2209-01S

2209-02S

III. Adjournment


CAROLYN TEMPLETON, Clerk-elect

SEPTEMBER 1, 2022

Date

STATE OF TENNESSEE
Sumner County



Board of County Commissioners
RESOLUTION

No. 2209-015

TITLE

A RESOLUTION APPOINTING _____ AS COUNTY
ATTORNEY/LAW DIRECTOR FOR SUMNER COUNTY, TENNESSEE

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 1st day of September 2022, that this body appoints _____ as County Attorney/Law Director for a term to begin September 1, 2022 and run to August 31, 2028 or until successor is appointed pursuant to the contract attached herewith.

CERTIFICATION OF ACTION

COUNTY MAYOR

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

EMPLOYMENT AGREEMENT

WHEREAS, when the Office of Law Director was created, the first term was set at six (6) years to give the Law Director, Mr. Bill Wright, the opportunity to work with more than one set of elected executive and legislative members and have the opportunity to create continuity with staff, citizens, and officials; and

WHEREAS, the six (6) year duration was further designed to incentivize Mr. Wright to forego his existing career and to devote himself to the County more fully, the same is extended now to _____; and

WHEREAS, Ms. Leah May Dennen, former Law Director, released her four (4) year contract prematurely, the remainder of which combines with four (4) years and totals six (6) years, therefore placing the immediate Law Director _____ back on track with the Private Acts of 1995, Ch. 12; and

WHEREAS, every new term hereafter will be for four (4) years upon nomination of the Mayor and by election of the County Commission pursuant to the Private Act and *Tenn Code Ann* § 5-6-106; and

WHEREAS, _____, a Citizen of Sumner County, has been chosen for his expertise, work history, knowledge, and is giving up a distinguished career spanning nearly two decades with state and federal governments, the private sector, and a respected position with the State of Tennessee, in order to serve our County.

THEREFORE, this Employment Agreement is made as of the ____ day of September 2022, between Sumner County Tennessee Board of County Commissioners ("County"), the Sumner County Mayor ("Mayor") and _____ ("Employee").

WITNESSETH:

IN CONSIDERATION of the mutual covenants herein contained, the County and Mayor hereby hire Employee and Employee accepts employment as the Sumner County Law Director ("County Attorney") upon the following terms and conditions which are hereby agreed:

- (1) Employment. County and Mayor employ Employee and Employee accepts employment with the County as its full-time Law Director. Employee shall serve as the Sumner County Law Director pursuant to this Contract as well as the Resolution adopted by this body on September __, 2022.
- (2) Term. The term of this Agreement shall begin September __, 2022 and end August 31, 2028. Said Law Director shall have a reasonable period of no more than thirty (30) days within which to transition from his current position with the State of Tennessee.
- (3) Compensation. The County agrees to pay the Employee in year one of this contract the annual base salary budgeted for fiscal year 2022-2023 at one hundred and ninety-three thousand dollars (\$193,000) with an annual increase each year thereafter equal to the minimum annual county officials increase pursuant to Tenn Code Ann 8-24-108(d). In no event shall compensation be decreased.

Salary payments shall be subject to income tax withholding and other payroll deductions required by law.

- (4) Benefits. The County shall provide the Employee with health insurance, dental insurance, life insurance, county holidays, vacation days, sick days, and Tennessee Consolidated Retirement System benefits, and any other benefit herein provided. Accrual of vacation and sick days shall start immediately as if said Law Director is employed with the County for ten years and increase every year thereafter.
- (5) Disability. The County shall provide the payment of the premium for a disability insurance policy of Employee's choosing, providing disability income to the Employee of approximately 60% of salary, with a ninety (90) day elimination period. In the event the Employee is disabled permanently from performing duties under this agreement, the Employee agrees to accept the benefit due from the disability policy and the Tennessee Consolidated Retirement System and resign as the Law Director.

If the County Commission decides by a two-thirds vote of the body to ask that a determination of mental or physical incapacity exists as to the Law Director and the Law Director qualifies for the payment of benefits under the disability policy, then the term of the Law Director shall end at that time.

- (6) Disciplinary Action. If the Tennessee Board of Professional Responsibility rules the Law Director has committed an offense which requires disbarment, this contract shall terminate upon said ruling.
- (7) Reporting. The Employee represents the County Commission but reports on a day-to-day basis to the County Mayor and undertakes all duties and responsibilities set forth in the Private Act and Resolutions of this body.
- (8) Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee with venue in Sumner County, Tennessee.
- (9) Severability. If any part or provision of this agreement is determined by a court of proper jurisdiction to be invalid or unenforceable, only that part or provision so found, and not the entire Agreement, will be inoperable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement that date and year first above written.

EMPLOYER:

EMPLOYEE:

County Mayor

Law Director

County Commission Chairman

SEPTEMBER 1, 2022

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners
RESOLUTION

No. 2209-02S

TITLE

A RESOLUTION APPROVING THE BONDS OF
SUMNER COUNTY OFFICIALS

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in special session on this the 1st day of September 2022, that this body hereby approves the bonds of the Sumner County Officials as listed below:

County Mayor	\$	100,000.00	09/01/22-8/31/26
County Clerk	\$	100,000.00	09/01/22-8/31/26
Circuit Court Clerk	\$	100,000.00	09/01/22-8/31/26
Sheriff	\$	100,000.00	09/01/22-8/31/26
Register of Deeds	\$	100,000.00	09/01/22-8/31/26
Superintendent of Roads	\$	100,000.00	09/01/22-8/31/26
Trustee	\$	10,369,629.00	09/01/22-8/31/26

BE IT FURTHER RESOLVED that Sumner County shall cover all employees with a bond as required by 2013 Public Chapter 315 of \$150,000.00 per claim, which this body shall cover as a self-insured obligation.

CERTIFICATION OF ACTION

COUNTY MAYOR

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED: