

**MINUTES OF THE VAN BUREN COUNTY COMMISSION  
VAN BUREN COUNTY, TENNESSEE**

The Van Buren County Commission met in a Regular Meeting, Tuesday December 20, 2016 at 6:00 p.m. at the Van Buren County Yvonne Sutton Fair Building. The following action was taken as recorded in Minute Book, "Q".

**Call to Order**

Sheriff Eddie Carter called the Meeting to Order.

**Roll Call**

Member present: Lesa Bouldin, David Chandler, Hugh Hillis, Joey Grissom, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle.

Also present: Standing in for County Attorney Howard Upchurch was Attorney Amy Jones, County Mayor Greg Wilson and County Clerk Lisa Rigsby.

**Approval of Minutes from the November 15, 2016 Meeting**

Lesa Bouldin made a motion, second by Mickey Robinson to approve the Minutes from the November 15, 2016 Meeting. All approved by voice vote. Motion passed.

**Committee B Report**

**Van Buren County Commission, Committee "B"**

**November 28, 2016**

Committee "B", of the Van Buren County Commission met in regular session on Monday, November 28, 2016, 6:00 pm, in the office of the County Mayor.

Chairman Rip Van Winkle called the meeting to order.

Upon roll call members David Chandler, Joey Grissom, Hugh Hillis, Brian Simmons, and Rip Van Winkle were present. Representatives of J. Cumby Construction and Upland Design Group as well as Van Buren County Mayor Greg Wilson were also in attendance.

Allen Hill of Upland design group informed the committee of revisions which had been made by the Tennessee State Fire Marshall's office in the Smoke Evacuation System for the Administration and Jail Facility, and the Special Inspection and Testing required to certify it. In addition J. Cumby Construction is requesting a two-week addition in contract time to implement the required changes. Total cost of the change orders is \$76,470.00 that will be covered under the contingency funds in the original contract. A motion was made by David Chandler, Seconded by Brian Simmons, to recommend to the full body of the County Commission approval of this change order. All commissioners present approved the motion by regular voting sign.

County Mayor Greg Wilson updated the committee on the proposed Van Buren County Farmer's Market location with concerns that the proposed location is over the septic tanks for the Fair Exhibits Building. It

was discussed that this might not be a problem if the concrete poured for the project has removable panels in it for septic system access. Mayor Wilson is to enquire as to whether or not that is acceptable. A motion was made by David Chandler, Seconded by Brian Simmons, to recommend to the full body of the County Commission approval to move forward with the project in that location if acceptable. All commissioners present approved the motion by regular voting sign. A brief discussion was had concerning a recently added county road that will require more information to be gathered by the commissioners in that district before any action can be recommended.

Mayor Wilson updated the committee on the status of the proposed plans for refurbishing/replacement of the Inn at Fall Creek Falls State Park and the impact it could possibly have on the county.

There being no more business, a motion was made by Brian Simmons, and seconded by David Chandler, to adjourn. All members present voted in favor of the motion.

**Committee B Chairman Rip Van Winkle brought forward to the Full Commission action that needs to be taken from the November 28, 2016 Meeting.**

### **Smoke Evacuation System**

Allen Hill of Upland Design Group explained to Committee B a revision that had been implemented by the Tennessee State Fire Marshall's Office in the Smoke Evacuation System for the Administration/Jail Facility. The total cost of the change order will be \$76,470.00 which will be covered under the contingency fund in the original contract. Rip Van Winkle moved to approve the change order. Second by Lesa Bouldin.

Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

### **Farmer's Market**

Van Buren County was approved a Grant for a Farmer's Market. This Market will be placed behind the Fair Exhibits Building, with this placement of the Farmer's Market, the existing restrooms can be utilized and can be ungraded to ADA standards. Rip Van Winkle made a motion, second by Brian Simmons to move forward with this project in that location.

Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Resolution for 401k**

**RESOLUTION NUMBER 375**

**WHEREAS**, the Van Buren County, Tennessee (hereinafter) referred to as the “Employer”) has determined that in the interest of attracting and retaining qualified employees, if wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

**WHEREAS**, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee’s 401(a) 401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the “Chair”);

**WHEREAS**, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

**WHEREAS**, the Employer has also determined that it wishes to encourage employees’ saving for retirement;

**WHEREAS**, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the “Plan” or “Plan Document”);

**WHEREAS**, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

**WHEREAS**, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

**WHEREAS**, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

**WHEREAS**, the Van Buren County Commission (“Governing Authority”) of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

**NOW, THEREFORE**, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement system ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees

will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
  - a. A resolution must be adopted by the Governing authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and Employer's employees.
  - c. The Chair shall (I) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (II) determine an appropriate effective date, and (III) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise

monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matter involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that is it responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

**Adopted by the Governing Authority on December 20, 2016, in accordance with applicable law.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.

Rip Van Winkle moved to approve the Resolution for 401k. Second by Mickey Robinson. Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

### **Resolution for County 457k**

#### **RESOLUTION NUMBER 376**

**WHEREAS**, the Van Buren County, Tennessee (hereinafter) referred to as the “Employer”) has determined that in the interest of attracting and retaining qualified employees, if wishes to offer a Governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I, and/or K of the Participating Employer Agreement, employer contributions;

**WHEREAS**, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee’s 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the (“Chair”));

**WHEREAS**, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

**WHEREAS**, the Employer has also determined that it wishes to encourage employees’ saving for retirement;

**WHEREAS**, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and January 4, 2012,, as well as the Section 401(k) January 1, 2010, as amended December 21, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the “Plan” or “Plan Document”);

**WHEREAS**, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

**WHEREAS**, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

**WHEREAS**, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

**WHEREAS**, the Van Buren County Commission (“Governing Authority”) of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

**NOW, THEREFORE**, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan (Trustees”) have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees’ salary if the employees are members of the Tennessee Consolidated Retirement system (“TCRS”) or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS’ local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS’ State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees’ salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code (“Code”), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service (“IRS”) governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I, and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service (“IRS”), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair’s sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.



6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
  - a. A resolution must be adopted by the Governing authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and Employer's employees.
  - c. The Chair shall (I) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (II) determine an appropriate effective date, and (III) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall

notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matter involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that is it responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

**Adopted by the Governing Authority on December 20, 2016, in accordance with applicable law.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Governing Authority must assure that applicable law is followed in the adoption and execution of this Resolution.

Rip Van Winkle moved to approve this Resolution. Second by William Maxwell. Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Resolution for USDA Grant**

**Van Buren County Farmer's Market  
Resolution Number 377**

**BE IT RESOLVED** that Van Buren County has applied for and accepts a Community Facilities and Rural Business Development Grant in the amount of \$50,000.00 from the USDA Rural Development for the Van Buren County Farmer's Market.

**BE IT RESOLVED** that Greg Wilson, Van Buren County Mayor and the Van Buren County Commission are authorized to execute the Grant documents.

**BE IT RESOLVED** that Greg Wilson, Van Buren County Mayor will administer the funds.

**IN WITNESS WERE OF**, the Van Buren County Commission has duly adopted this 20<sup>th</sup> day of December, 2016.

ENTITY NAME

\_\_\_\_\_  
Greg Wilson

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Lisa Rigsby

\_\_\_\_\_  
Title

Mayor Greg Wilson explained to the Full Commission, "When applying for a Grant we must have a Resolution to move forward." Rip Van Winkle moved to approve the Resolution for the USDA Grant in the amount of \$50,000.00. Second by William Maxwell.

Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Resolution CDBG Grant**

**RESOLUTION NUMBER 378**

**A RESOLUTION TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR SITE DEVELOPMENT GRANT FUNDS THROUGH THE SELECT TENNESSEE PROGRAM**

**WHEREAS**, Van Buren County is eligible for grant funds under the Site Development Grant administered by the Tennessee Department of Economic and Community Development; and

**WHEREAS**, the County is eligible for a maximum grant of five hundred thousand dollars (\$500,000.00) under the Site Development Grant program; and

**WHEREAS**, the County needs to purchase industrial land to develop and promote job creation by applying for grant funding; and

**WHEREAS**, the purchase of industrial land is eligible under the Site Development Grant program; and

**WHEREAS**, the County has agreed to pay the required 5% match on the grant amount received and any project overage; and

**NOW, THEREFORE BE IT RESOLVED**, by Van Buren County:

The County Mayor is hereby authorized and directed to:

- A. Execute and submit an application for Site Development Grant funds to the Tennessee Department of Economic and Community Development to purchase 50 acres of the Cummings Property on Lemont & Yates Mountain Road for Industrial Development.
- B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
- C. Execute necessary agreements for administrative services without further action by the Board, contingent upon approval by the funding agencies.

The Upper Cumberland Development District ("UCDD") shall prepare all necessary documents for the completion of said application for the proposed project at no charge to the Board. Should said Site Development Grant be approved, UCDD shall be engaged to perform all administrative services for said project upon approval of the State funding Agency.

**BE IT FURTHER RESOLVED**, this Resolution shall take effect immediately, the public welfare requiring it.

DULY PASSED AND ADOPTED this the 20<sup>th</sup> day of December 2016, the public welfare requiring it.

---

Mayor

---

Attest

---

Date

Mayor Greg Wilson informed the Commission that this is a \$315,000.00 Grant at a 17% match and part of the process for applying is passing a Resolution. This Grant if received, will be for all Fire Departments. Rip Van Winkle moved to approve the Resolution for the Community Development Block Grant. Second by William Maxwell.

Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Resolution for ECD Grant**

**RESOLUTION NUMBER 379**

**A RESOLUTION TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**WHEREAS**, Van Buren County, Tennessee, is eligible for grant funds under the Community Development Block Grant (CDBG) Program administered by the Tennessee Department of Economic and Community Development; and

**WHEREAS**, Van Buren County needs to improve Community Livability through the purchase of fire protection equipment; and

**WHEREAS**, fire protection projects are eligible activities under the Community Development Block Grant Program; and

**WHEREAS**, Van Buren County, Tennessee, is eligible for a maximum grant of three hundred fifteen thousand dollars (\$315,000.00) under the Community Development Block Grant Community Livability category including the three star bonus; and

**WHEREAS**, Van Buren County has agreed to pay the required 17% match on the grant amount received, plus any additional funding required to complete the project beyond the grant amount.

**NOW THEREFORE BE IT RESOLVED**, by the County Commission that:

1. The Mayor be authorized and directed to:
  - A. Execute and submit an application for Community Development Block Grant funds to the Tennessee Department of Economic and Community Development in order to provide adequate fire protection for the Community.
  - B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
  - C. Execute necessary agreements for Administrative services without further action by the Commission, contingent upon approval by the funding agencies.
2. The Upper Cumberland Development District shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Van Buren County. Should said CDBG grant application be approved, UCDD shall be engaged to perform all administrative services for said project.

**DULY PASSED AND ADOPTED** this the 20<sup>th</sup> day of December 2016, the public welfare requiring it.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

This Grant has been applied for and this will be the second step of the process. Rip Van Winkle moved to approve the Resolution authorizing the application for the Economic Community Development Grant. Second by Brian Simmons.

Upon roll call: Lesa Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Approval for Notary Renewal for Sandra Measles**

Lesla Bouldin made a motion, second by Brian Simmons to approve the Notary Renewals for Sandra Measles. All approved by voice vote. Motion passed.

#### **Approval for Notary for Renee Guy**

Lesla Bouldin made a motion, second by Brian Simmons to approve the Notary application for Renee Guy. All approved by voice vote. Motion passed.

#### **Old Business**

None

#### **New Business**

Sheriff Eddie Carter attended the Committee B Meeting on November 28, 2016 requesting for two additional surveillance cameras to be placed at the back of the new Jail. After much discussion on this matter, Committee B thought it would be a good idea. The cost of this would be \$4,278.00 and would come out of the contingency fund of the original contract. Rip Van Winkle moved to approve that change order of \$4,278.00 and for it to be covered out of the contingency Fund. Second by Hugh Hillis.

Upon roll call: Lesla Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

#### **Serving Tennessee Seniors Grant**

Mayor Greg Wilson and Stephanie Neely had applied for a Serving Tennessee Seniors Grant from the Community Foundation of Middle Tennessee. This grant was awarded to Van Buren County in the amount of \$59,100.00. The purpose of this grant will be to purchase a fifteen passenger van, driving cost and gas. The Grant was selected from among hundreds of applications for a one-time funding opportunity. Thank you Mayor Wilson and Stephanie Neely for your efforts to attract additional sources of support for our Senior Citizens. Rip Van Winkle moved to approve the addition of \$59,100.00 to the Budget for the purpose stated. Second by William Maxwell.

Upon roll call: Lesla Bouldin, David Chandler, Joey Grissom, Hugh Hillis, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Rip Van Winkle and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

#### **Adjournment**

Mickey Robinson made a motion, second by Brian Simmons to adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 6:24 p.m.