

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

The Van Buren County Commission met in a Regular Meeting on September 17, 2024 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "U".

Call to Order

Sheriff Michael Brock called the meeting to order.

Roll Call

Members present: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, and Tommy Frady. Michael Woodlee was absent.

Also present: Standing in for County Attorney Howard Upchurch was Stacey Farmer, County Mayor David Sullivan, County Clerk Lisa Rigsby, Jay Williams with zoom and several Citizens of Van Buren County.

Prayer

Commissioner Dusty Madewell led us in prayer.

Pledge

Chairman Terry Hickey led us in the Pledge of Allegiance.

Approve/Disapprove: Minutes of Meeting from August 20, 2024 as printed.

Tabitha Denney made a motion, second by Cale Crain to approve the Minutes from the August 20, 2024 Meeting. All approved by voice vote. Motion passed.

Approve/Disapprove: Committee A

Cale Crain made a motion, seconded by Tabitha Denney to amend the agenda in order to allow Sheriff Michael Brock to award two of the Sheriff's Department employee's for doing an outstanding job. All agreed by voice vote. Motion passed.

Sheriff Michael Brock presented awards to Staff

Sheriff Brock presented the 1st award to Correction Sargent Patricia Simons for being self-motivated and driven to do the best job that she could do not only for herself but the entire Sheriff's Department. The 2nd recipient to be awarded for his professionalism and outstanding job well done was Chief Deputy Stuart Colwell.

Committee A Meeting

September 5, 2024

Roll call: All members present.

Approve/Disapprove:

1. Sheriff Department move \$2,100.00 from 39000 to 54150-499 for safety equipment vehicle and move \$17,900.00 from 39000 to 54150-718 for vehicle. Fund 122, Drug Fund. Motion to approve by Denney and seconded by Hodges. Roll call with all members in favor.
2. Library move \$1,492.00 from 39000 to 56500-599 to correct Library MOE. Fund 101 motion to approve by Hickey seconded by Denney. Roll call with all members in favor.

Old Business: None

New Business: None

Meeting adjourn: Motion made by Hickey and seconded by Hodges. All members in favor.

Insurance (County Employee's Health Insurance)

No action was taken on this matter.

MOE for Library (Maintenance of Effort)

Cale Crain made a motion, seconded by Terry Hodges to go forward to move \$1,492.00 from 101-39000 to 101-56500-599 to cover MOE.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, and Tommy Frady voted yes. No changes to any yes vote. Motion passed. **Budget Amendment & information on MOE as following:**

Van Buren Co. Executive

General Fund

2024-2025

BUDGET AMENDMENT

FUND 101

Function	Obj.	Description	Explanation	Debit	Credit
39000		fund balance	library moe	\$ 1,492.00	
56500	599	other charges	to correct moe		\$ 1,492.00
			Total	\$ 1,492.00	\$ 1,492.00

**General Budget Preparation
Burritt Memorial Public Library
Fiscal Year 2024-2025**

Department Account#56500

Prepared by: Library Budget Committee

ACCOUNT CODE	DESCRIPTION:	PROPOSED BUDGET 2024-2025
101	County Official Library Director (\$16.30/hr)	\$27,123.200
169	Part-time Personnel (\$11.05/hr)	1,000.00
201	Social Security (6.2%)	1,750.00
204	State Retirement (7%)	1,900.00
210	Unemployment (.4%)	113.00
212	Employer Medicare (1.45%)	411.00
317	Data Processing	\$ 1,000.00
320	Dues/Membership	29.00
355	Travel	100.00
432	Library Books/Media	2,000.00
435	Supplies	438.00
599	Misc/Other Charges	400.00
	Total Budget Proposed \$36,264.20

+1,026.20 More

Burritt Memorial Library FY2024-25 Budget & Maintenance of Effort

Matthew Kirby <Matthew.Kirby@tnsos.gov>

Thu 8/22/2024 10:52 AM

To: mayordsullivan@outlook.com <mayordsullivan@outlook.com>

 2 attachments (774 KB)

FWRRL Van Buren County MOE 2023-24.pdf; IMG_20240816_0003.pdf;

Good morning, Mayor Sullivan.

My name is Matt Kirby, and I'm the Regional Library Director for the area that includes Van Buren County. I don't believe we've yet had the opportunity to meet, but our office, under the Tennessee State Library & Archives and Secretary of State's office, works to support the public libraries within our respective regions. My office is based out of Cookeville and encompasses fourteen counties that make up the Upper Cumberland area.

I recently attended a board meeting of the Burritt Memorial Library, and the board expressed some concerns over the budget for FY2024-25. It seems that the county appropriation for this fiscal year (\$33,746) is lower than the overall county appropriation for FY2023-24 (\$35,238) by the amount of \$1,492. As you may be aware, the library is under a Maintenance of Effort set by the Secretary of State's office; one of the requirements of the Maintenance of Effort (MOE) agreement is that appropriations from the local funding bodies must meet or exceed the amount appropriated the year before. Phyllis Sullivan, the current Van Buren County Library Board chair, requested that I contact you and explain the situation so that we can get it resolved.

For what it's worth, I honestly don't believe the decrease in appropriations was intentional. From what the board told me, it sounds like in their budget request for FY2024-25, they moved money from other line items to the director's salary line. My understanding is that the budget committee did not approve the increase to the salary line *but* they forgot to move those funds, which already existed in the budget, back to another below-the-line item. I also know that passing county budgets is a huge job, and the members of the committee may not have been fully aware of the requirements of the MOE. But I'm hopeful we can fix the issue!

I'm happy to help in any way that I can. Our MOE document for FY2024-25 will be due this October, but hopefully, it won't be too much trouble to amend the library's budget before then to at least put that \$1,492 back into their budget and ensure continued state support for the library and the Van Buren County community. I have attached a copy of last year's MOE document so that you can see those figures and the details of the agreement as previously signed, and I've included a copy of the FY2024-25 budget as provided by Jane Coffey at Burritt Memorial Library, just so we're all on the same page. If you need anything else from me to support resolving the situation, like a more official memo that can be sent out to any of the commissioners or a full rundown of what state support includes, I would be more than happy to provide that for you.

Please feel free to reach out to me if you have any questions at all.

Best,

Matt Kirby | Regional Director
Falling Water River Regional Library
Tennessee State Library & Archives
Office of Tennessee Secretary of State Tre Hargett
208 Minnear Street
Cookeville, TN 38501
Phone: (931) 528-4304
Fax: (931) 520-2460

Updated Travel Policy for Van Buren County Employee's

Cale Crain made a motion, second by Michael Chandler to approve the updated Travel Policy for Van Buren County. All approved by voice vote. 0-opposed. Motion passed. **Travel Policy as following for the record.**

The Van Buren County Travel Policy

SECTION 1. All travel must be approved in writing by the Department Head and placed on file with the County Mayor's Office, and the Department Head that has approved travel for said employee.

SECTION 2. Documentation shall be required to justify reimbursement for the allowable expenditure. It is the individual's responsibility to provide documentation for mileage to and from location, lodging, receipts, and meal receipts, without proper documentation for any approved item, no reimbursement shall be issued.

SECTION 3. Approved Travel Expense

- A. **Mileage:** Will be reimbursed at the current state rate to and from the location with oversight on the location miles. The employee will be reimbursed mileage when driving their own vehicle and reimbursed for fuel when driving a county vehicle and provided that they return a gas receipt.
- B. **Lodging:** The employee will be reimbursed up to the negotiated room rate by a statewide organization for lodging. If the employee so desires to stay in a more costly establishment they must pay the extra cost out of pocket.
- C. **Parking:** Will be reimbursed at and up to \$50.00 per day. The employee must provide a ticket or receipt from the Parking Lot or Garage.
- D. **Meals:** The employee will be allotted up to \$50.00 per day for meal reimbursement. Note: This reimbursement will not cover any reimbursement for alcoholic Beverages or any Tobacco Products. A meals receipt must be provided upon return to qualify for reimbursement.

This Policy is a uniform policy to cover all employees. Any employee or department that does not follow this policy in whole or in part will not receive reimbursement for travel expenditures associated with their employment.

This policy becomes effective upon the approval of the Board of County Commissioners approval, and cannot be amended unless all amendments are approved by the full body.

We the undersigned acknowledge and understand the statements of this policy with our signature and date of acceptance.

Chairman County Commission

County Mayor

County Clerk

Date

Sheriff's Department, move \$2,100.00 from 39000 to 54150-499 for safety equipment vehicle and move \$17,900.00 from 39000 to 54150-718 for vehicle. Fund 122, Drug Fund.

Cale Crain made a motion, second by Kenny Smith to approve to move \$2,100.00 from 39000 to 54150-499 for safety equipment vehicle and move \$17,900.00 from 39000 to 54150-718 for vehicle. Fund 122, Drug Fund.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, and Tommy Frady voted yes. No changes to any yes vote. Motion passed. **Budget Amendment as following:**

**Van Buren Co. Executive
2024-2025**

**DRUG FUND
FUND 122**

Function	Obj.	Description	Explanation	Debit	Credit
39000		FUND BALANCE		\$ 20,000.00	
54150	499	OTHER SUPPLIES	SAFETY EQUIP VEH.		\$ 2,100.00
54150	718	MOTOR VEHICLE	VEHICLE		\$ 17,900.00
			Total	\$ 20,000.00	\$ 20,000.00

Prior Budget Amendment taken to Com. on 8/20/24 was not presented correctly. BA was never done in my office. This BA is the correct one and will be made once approved by Commission.

Election of Chairman and Vice Chair for year 2024-2025.

Mayor David Sullivan opened the floor for Nominations for Commission Chairman for the year 2024-2025: Tabitha Denney nominated Cale Crain second by Kenny Smith. Mayor Sullivan asked for a motion to accept by acclamation, Tabitha Denney made the motion, second by Kenny Smith. All approved by voice vote. 0-opposed. Motion passed. The New Commission Chairman for the year 2024-2025 is Cale Crain.

The Floor opened for nominations for Vice Chair for year 2024-2025. Commissioner Michael Chandler made a motion, second by Cale Crain to nominate Tabitha Denney. All agreed by voice vote. 0-opposed. Motion passed. Vice Chair for year 2024-2025 is Tabitha Denney. Chairman Cale Crain took his seat as Commission Chairman at that time.

Approve/Disapprove: To keep Committee A & B the same for year 2024-2025.

Michael Chandler made a motion, second by Tabitha Denney to keep Committee A & B the same for year 2024-2025. All approved by voice vote. 0-opposed. Motion passed.

Old Business

None

New Business

Resolution Number 495 granting Warren County Utility District the exclusive right and franchise.

Commissioner Jordan Delong made a motion, second by Terry Hickey to approve the Water Utility Resolution.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, and Tommy Frady voted yes. No changes to any yes vote. Motion passed. **Resolution as following:**

RESOLUTION 495

A RESOLUTION GRANTING TO THE WARREN COUNTY UTILITY DISTRICT HEREINAFTER DESIGNATED AS THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES, PARKS AND OTHER PUBLIC PLACES AND WAYS WITHIN THE BOUNDARY LIMITS OF VAN BUREN COUNTY, TENNESSEE AS PRESENTLY CONSTITUTED OR HEREINAFTER EXPANDED OR CONTRACTED FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING AND/OR OPERATING A WATER AND SEWER DISPOSAL SYSTEM AND WORKS AND/OR DISTRIBUTION SYSTEM, AND ANY OTHER NECESSARY MEAN FOR DISTRIBUTING AND/OR SELLING OF POTABLE WATER AND OPERATION OF WASTE WATER WITHIN AND/OR THROUGH VAN BUREN COUNTY, TENNESSEE.

BE IT RESOLVED, by the County Legislative Body of Van Buren County, Tennessee, as follows:

SECTION I: The exclusive right and franchise is hereby granted to the Grantee, its successors and assigns, to lay, construct, extend, maintain, renew, replace, and/or repair water pipes and water mains, under, along, and/or across any streets, avenues, roads, alleys, bridges, and other public rights of way in Van Buren County, Tennessee, and to use and occupy the said streets, avenues, roads, alleys, bridges, and other public rights ways to the extent necessary for the purpose of herein laying or constructing, extending, maintaining, renewing, replacing, expanding, and/or repairing mains and pipes and all appurtenances and appendages thereto used an/or useful for delivering potable water and transporting sewer and waste water for

treatment through its distribution system or any other method or manner within and/or through the present or future territorial limits of Van Buren County, Tennessee, such right and franchise shall be for a period of Twenty-Five (25) years commencing November 1, 2024 subject only to such limitations as are now or as hereinafter may be provided by law.

SECTION II: All rights herein granted and/or authorized shall be subject to and governed only by this Resolution; provided, however, the Van Buren County Commission, expressly reserve unto themselves all their delegated powers to adopt general provisions necessary to protect the safety and welfare of the general public in relation to the rights herein granted not inconsistent with the provisions of this Resolution.

SECTION III: The Grantee, upon making an opening upon any of the streets, alleys, or public ways of Van Buren County, Tennessee, for the purpose of laying pipes, and/or maintaining water or sewer mains, or for other necessary reasons, shall use due care and caution to prevent injury to person and/or property and shall replace and restore all public ways to their former condition as nearly as practicable and within a reasonable time, and shall not unnecessarily obstruct or impede traffic on the streets, alleys and/or public ways of Van Buren County, Tennessee.

SECTION IV: Said Grantee shall save and keep harmless Van Buren County, Tennessee, from any and all liability by reason of damage or injury to any person or persons and/or property whatsoever on account of negligence of the Grantee, its agents or servants, in the installation and maintenance of its mains and

pipe lines along said streets, alleys, and public ways within the present or future territorial limits of Van Buren County, Tennessee.

SECTION V: This Resolution shall be in full force and effect, from and after its passage according to law, and its acceptance by the Grantee shall be implied from the provision of the services described herein after the enactment of this Resolution.

ADOPTED: _____, 2024.

VAN BUREN COUNTY TENNESSEE

By: _____
County Mayor

ATTEST:

County Clerk

Approve/Disapprove: Quick Claim Deed & Lease Agreement with Children's Advocacy Center and Van Buren County for the use of the Old Burritt College Library.

The 1st order of business was to approve/disapprove the Quick Claim Deed, deeding the property (the old Library) back over to Van Buren County. Michael Chandler made a motion, second by Tabitha Denney to approve the Quick Claim Deed.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith and Tommy Frady voted yes. Motion passed.

The 2nd order of business was to approve/disapprove the Lease Agreement with Van Buren County and the 31st Judicial District Children's Advocacy Center. Terry Hickey made a motion, second by Jordan Delong to approve the Lease Agreement.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith and Tommy Frady voted yes. Motion passed. **Lease Agreement as following:**

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 2024, by and between VAN BUREN COUNTY, TENNESSEE, hereinafter referred to as “Landlord”, and 31ST JUDICIAL DISTRICT CHILDREN’S ADVOCACY CENTER, hereinafter referred to as “Tenant”.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises made below, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, a building and certain improved real property known generally as the Burritt College Memorial Museum (Old Library) situated in the Town of Spencer, described more fully in a Quitclaim Deed attached hereto as Exhibit “A”, including the easements identified therein, subject to the following terms and conditions:

1. **PREMISES:** The property herein leased is a building and certain improved real property known generally as the current Burritt College Memorial Museum (Old Library) situated in the Town of Spencer and identified fully in the Quitclaim Deed attached hereto as Exhibit “A”, along with all easements associated therewith.

2. **TERM:** The initial term of this Lease Agreement shall be for a four (4) year period, commencing **October** __, 2024 and expiring **October** __, 2029. This Lease Agreement may be renewed for an **additional four (4) year term** at the expiration of the initial term, and, thereafter, for **three (3) additional four (4) year terms**, through the mutual consent of the parties as set forth in a written amendment to this Lease Agreement, modified

in accordance with the terms of said written amendment.

3. **RENT:** The rent to be paid by the Tenant to the Landlord for the premises described in Article 1 of this Lease Agreement shall be the sum of **\$1.00 per year** for the initial term of this Lease Agreement, and, thereafter, in such amounts negotiated and agreed upon by the parties and set forth in one or more written amendments to this Lease Agreement.

4. **USE OF PREMISES:** The Tenant shall be entitled to use the leased premises for any and all purposes necessary or associated with the operation of a children's advocacy center, including the examination and forensic interviews of children and victims, therapeutic services for children and/or their families, and any additional purposes attended thereto or associated therewith.

5. **INSPECTION OF THE PREMISES:** The Landlord shall have the right to enter into and upon the building and demised premises at all reasonable times to view and inspect the premises for the purpose of verifying that the Tenant is faithfully performing the covenants and conditions of this Lease Agreement. Such inspections, however, shall be subject to the reasonable security and convenience of the Tenant. The Tenant hereby acknowledges that the Tenant has inspected the building and premises prior to execution of this instrument and accepts the building premises "**AS IS**".

6. **FIXTURES AND IMPROVEMENTS:** The Tenant shall have the right to place, locate or install in the building or upon the premises subject to this Lease Agreement at the Tenant's sole expense such fixtures, equipment, or furnishings as are necessary for the Tenant's use of the building and premises, provided that said fixtures, equipment and

furnishings do not damage or structurally alter the commercial building. The Tenant shall have the obligation to acquire and replace at the Tenant's own expense heating and air conditioner systems and any and all additional environmental systems necessary for the use and occupancy of the premises.

7. **CARE OF THE PREMISES:** The Tenant shall be responsible for the maintenance and repair of the walls, structures and roof of the building, equipment and fixtures associated with the Tenant's use of the building and all environmental equipment located in and about the building including electrical, plumbing, heating and air conditioning that the parties agree upon.

8. **INSURANCE:** The Tenant shall maintain a general public liability insurance policy as described in paragraph 9. The Landlord shall not insure nor be responsible for any loss or damage to the Tenant's properties located in and about the building. The Tenant shall not hold the Landlord responsible for any liability and shall have insurance to cover all liability on all such policies of insurance at all times.

9. **INDEMNIFICATION:** The Tenant covenants and agrees to indemnify, save, and hold harmless the Landlord from all liabilities, claims, losses, costs, or other obligations on account of or arising out of any injuries or damage to the persons or properties of all persons in or about the commercial building or parking areas occasioned by or connected with the Tenant's use of the building and premises and for injuries or damages suffered by the Tenant's agents and employees. Tenant shall maintain a general public liability insurance policy for claims against bodily injury, death or property damage occurring in or about the building or

premises in a combined single limit of not less than **\$1,000,000**. Such insurance shall be effectuated under a policy or policies satisfactory to the Landlord, and issued by a company licensed to conduct business in the State of Tennessee.

10. **TAXES:** . The Tenant shall be responsible for any and all personal property *ad valorem* taxes assessed against the Tenant's personal properties and equipment located within or upon the building and demised premises.

11. **UTILITIES:** The Tenant shall be responsible for electricity, water, gas and sewer utility expenses associated with the Tenant's use and occupancy of the building and demised premises beginning **October __, 2024 at 12:01 a.m.** The Tenant shall also be responsible for telephone, internet, or telecommunications utilities and services associated with the Tenant's use and occupancy of the building and demised premises conducted by the Tenant. All billings for such utilities shall be placed in the name of the Tenant and satisfied or paid directly by the Tenant.

12. **DEFAULT:** Should the Tenant default in the performance of any covenants contained in this Lease Agreement, the Landlord may then, at the Landlord's option, retake possession of the building and demised premises. The occurrence of any of the following shall constitute a default by the Tenant under this Lease Agreement: (1) the Tenant's failure to pay rent as contemplated in Article 3 above; (2) the Tenant's violation or failure to perform any term, condition, or covenant or agreement to be performed or observed by the Tenant under this Lease Agreement; or (3) should the Tenant vacate, abandon or fail to continuously occupy the building and demised premises. Upon any default by the Tenant under this Lease

Agreement, Landlord shall have the right, at the Landlord's sole option, to terminate this Lease Agreement. If Landlord elects to terminate the Lease Agreement or elect to terminate Tenant's right of possession, all obligations contained in this Lease Agreement on the part of the Landlord to be done or performed shall cease without prejudice to the Landlord. Landlord may then re-let the building and demised premises and/or any part thereof. Tenant nevertheless shall remain liable for any rent due and any damages or losses that may be due or sustained prior to such default, plus all reasonable costs, fees and expenses incurred in recovering the building and demised premises and/or placing the building and demised premises in a usable condition. Tenant shall also remain liable to repair, clean up or remove properties, debris and the like, from the building and demised premises. The non-prevailing party shall be liable for reasonable costs, fees and expenses including reasonable attorney's fees incurred in any such actions.

13. **DESTRUCTION OF PREMISES:** In the event the building is destroyed or damaged by fire or otherwise, and the loss is not the fault of the Tenant, then either party may terminate this Lease Agreement through written notice provided to the other party within thirty (30) days from and after the destruction or damage.

14. **CONDEMNATION:** If all or a substantial part of the building or demised premises are condemned or taken in any manner for public use, then either party may cancel this Lease Agreement upon written notice to the other.

15. **SUBLETTING AND ASSIGNMENT:** The Tenant may not sublet all or a part of the building or demised premises identified in this Lease Agreement nor assign its rights

hereunder, in whole or part, without the prior written consent of the Landlord.

16. **GENERAL:** This Lease Agreement is complete as contained herein, and there are no other agreements, verbal or written, between the parties pertaining to the matters contained herein. This Lease Agreement shall not be altered, modified, or cancelled, except in a writing executed by all parties hereto. It is agreed that this Lease Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. This Lease Agreement shall be binding upon the parties hereto and their successors and assigns.

17. **NOTICES:** Notices contemplated hereunder or otherwise necessary to effectuate the terms and provisions of this Lease Agreement shall be provided as follows:

To the Landlord:

**VAN BUREN COUNTY, TENNESSEE
Administration Building
121 Taft Street
P.O. Box 218
Spencer, Tennessee 37585-0217
Attention: County Mayor**

To the Tenant:

**31st Judicial District
Children's Advocacy Center**

IN WITNESS WHEREOF, the parties have executed this Lease Agreement, consisting of ____ pages, on this, the day and date first above written.

VAN BUREN COUNTY, TENNESSEE, Landlord

By: _____
DAVID SULLIVAN, County Mayor

**31st JUDICIAL DISTRICT
CHILDREN'S ADVOCACY CENTER, Tenant**

By: _____
Name Title

STATE OF TENNESSEE *
*
COUNTY OF _____ *

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **DAVID SULLIVAN**, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the

purposes therein contained, and who further acknowledged that he is the Mayor of the **VAN BUREN COUNTY, TENNESSEE**, the maker herein, or a constituent of the maker and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at _____, Tennessee, this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE *
*
COUNTY OF _____ *

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he/she is the

_____ of the 31st JUDICIAL DISTRICT CHILDREN'S
ADVOCACY CENTER, the maker herein, or a constituent of the maker and is authorized
by the maker, or by its constituent, the constituent being authorized by the maker, to
execute this instrument on behalf of the maker.

WITNESS my hand and official seal at _____, Tennessee, this _____
day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

Convenience Center: Bids on the old Garage Doors and the 1994 Truck bids

Mayor Sullivan was requesting from the Full Commission the approval of taking bids on 2 garage doors and the 1994 Solid waste truck. Michael Chandler made a motion, second by Jordan Delong to approve the Mayor to take bids on the doors and truck and bring them back once received.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith and Tommy Frady voted yes. Motion passed.

Solid Waste: Capital Waste Services base bid per ton starting October 1, 2024.

Capital Waste Services where the County deposits of the trash has increased its cost per ton to \$65.00. If the Full Commission accepts this proposal it will be locked in for 12 months. After discussion on this matter, Tabitha Denney made a motion, second by Kenny Smith to approve \$65.00 for 12 months.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith and Tommy Frady voted yes. Motion passed. **CWS proposal for Van Buren County as following:**

Budget Amendment Sheriff's Department, Salary Supplement Voucher

The Law Enforcement training program of the State of Tennessee has sent \$4,800.00 to the Sheriff's Department for Salary Supplements. Sheriff Michael Brock is requesting a budget amendment for retention bonus. Terry Hickey made a motion, second by Michael Chandler to approve this budget amendment as presented.



New Business

Proposal for Van Buren County

September 3, 2024

Melinda Starkey

121 Taft Drive

Spencer, TN 38585

Base Bid Per Ton: \$65.00

Annual Price Escalator: All Urban CPI Index

Term:

The proposed rate in this submittal will be honored for a term of twelve (12) months, with the option to renew for an additional twelve-month term, should both parties agree. Starting October 1, 2024.

Sincerely,

Brent Barnes

Area General Manager



Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith and Tommy Frady voted yes. Motion passed. **Budget Amendment & information as following for the record:**

New Business

Van Buren Co. Executive General Fund
2024-2025 BUDGET AMENDMENT 1 Fund 101

Function	Obj.	Description	Explanation	Debit	Credit
54110	140	Salary Supplements			\$ 4,800.00
46210		Law Enforcement training Program		\$ 4,800.00	
			Total	\$ 4,800.00	\$ 4,800.00

Van Buren County Trustee
Miscellaneous Receipt

User: Beth Simmons
Date/Time: 8/30/2024 10:31 AM

Date: 08/30/2024
Initials: BS
Drawer: 2 Beth's Cash Drawer
Group: Trustee

Receipt Number: 158
Transaction Total: 4,800.00
Trans. Total Tendered: 4,800.00
Change: 0.00

Transaction No:	Amount:	Revenue Code	Description	Object	Cost	Allocation	Receipt Item Amount
140794	\$4,800.00	46210	VBC SHERIFF - BONUS SALARY SUPPLEMENT			101 - County General	\$4,800.00
			Law Enforcement Training Programs				

Received of	Payment Type	Payment No	Amount
STATE OF TN ACH 0006332499	Direct Deposits		\$4,800.00

Duplicate



ATTACHMENT 2

Salary Supplement Voucher

TO BE SIGNED BY CHIEF ADMINISTRATIVE OFFICIAL

By signing below, I am requesting funds for the payment of an additional retention bonus in the amount of eight hundred dollars (\$800.00) per officer from the city/county ("local government") listed below to be paid to full-time police officers, as defined by T.C.A. § 38-8-103(3), who are employed by a local government as of the date of this request and who were paid the 2023 calendar year in-service salary supplement submitted to and approved by the POST Commission by this agency. A copy of the roster submitted by the Agency to the POST Commission is attached hereto, and the undersigned certifies that all individuals listed on the attached roster meet the eligibility requirements set out in Delegated Grant Authority (No. 83000) and as described above. The undersigned certifies that all funds received from this request will be paid to individuals listed on the attached roster and that the local government agrees to be bound to and abide by the program requirements set out in Delegated Grant Authority (No. 83000).

This request is made with the understanding that payments received are subject to the deduction of applicable taxes by the local unit of government before disbursement to eligible full-time police officers.

The undersigned further certifies that all personnel receiving the salary pay supplement were full-time certified law enforcement officers as defined in Tennessee Code Annotated, Title 38, Chapter 8; and that their primary duties and responsibilities during the 2023 calendar year were to detect and prevent crime.

Number of Officers: 6 Total Amount: \$ 4,800 (#of officers x \$800)

City/County Chief Administrative Official (Sheriff/Police Chief- DO NOT SIGN)

Signature: David R. Sullivan Date: 6-20-24

Print Name, Title: David R. Sullivan, Mayor

City/County: Van Buren County

Agency: Van Buren County Sheriff's Office

Official Mailing Address: 121 Taft Drive Suite A Spencer, TN 38585

FOR P.O.S.T. USE ONLY

Correct Number of Officers Eligible: _____ Amount: \$ _____

(Corrections to Agency Supplement Request)

Total salary supplement paid for 2023 calendar year: _____

Number of Officers: _____ Total Amount: \$ _____ (#of officers x \$800)

Employee Signature: _____ Date Processed: _____

IN-2094 (06/2024)

RDA 1494

INVOICE# 83000-

46210-101

Payment Details

Payment Detail

Payment Status Paid

Payment Date 08/30/2024

Payment Reference 0006332499

Payment Method Electronic Funds Transfer

Payment Amount 4,800.00 USD

Created 08/29/2024

Comments

Remit Supplier Van Buren County Executive

Address 121 Taft Dr

Spencer TN 38585

Cancel Date

Cancel Action No Cancel Action

Payment Advice Details

Invoice ↑ Voucher ID ↑ Advice Date ↑

83000-214 00152805 07/01/2024

Discount Amount ↑ Payment Message ↑

0.000 2024 Bonus Salary Supplement

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Comments from the public

None

Adjournment

Tabitha Denney made a motion, second by Dusty Madewell to adjourn. All agreed by voice vote. Motion passed. Meeting adjourned at 6:35 p.m.

Chairman Cale Crain

County Clerk Lisa Rigsby