

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

The Van Buren County Commission met in a Regular Meeting on Monday, March 23, 2026 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 Attorney Stacey Farmer, County Mayor David Sullivan, County Clerk Lisa Rigsby, and Jay Williams with zoom and several citizens of Van Buren County.

**Prayer**

Dusty Madewell led us in prayer.

**Pledge**

Chairman Cale Crain led us in the Pledge of Allegiance.

**Minutes from the Full Commission Meeting on Monday February 9, 2026 as printed.**

Terry Hickey made a motion, seconded by Kenny Smith to approve the minutes from the meeting on Monday February 9, 2026 as printed. All agreed by voice vote. 0-opposed. No changes to any vote. Motion passed.

**Committee A Report from Monday, March 2, 2026**

**Committee A  
March 2, 2026**

Call to order at 5:30 p.m.

**Roll call** - Terry Hickey, Terry Hodges, Jordan Delong, Cale Crain, and Tabitha Denney.

Motion made by Jordan Delong and second by Terry Hodges to move \$1,000 from 122-39000 Fund Balance to 122-54150-499 Drug Fund for other supplies and materials. Roll call with all voting yes.

Motion made by Cale Crain and second by Terry Hickey to approve the request of \$175 for the 2026 Chamber of Commerce Membership Dues. Roll call with 4 yes and 1 no. Motion passed. Terry Hodges voted no.

Motion made by Cale Crain and seconded by Terry Hickey to list the vehicles (2011 Ambulance, 2011 Ford F250, and a Ford F150 pick-ups) with Tays Reality and Auction. All members in favor.

**New Business**

Motion made by Cale Crain and second by Terry Hickey to allow the County Mayor's Office to do sealed bids for the garbage truck. (Roll call with all yes.)

Motion made by Cale Crain and seconded by Terry Hodges to move total of \$7,595 from 112-39000 to

**\$7,000 to 112-51800-149 Salary**

**\$473 to 112-51800-201 Social Security**

**\$21 to 112-51800-210 Unemployment**

**\$101 to 112-51800-212 Medicare**

Roll call with all members voting yes.

Motion made by Cale Crain and second by Terry Hickey to move \$10,000 from 39000 to 101-54110-106 for Deputy Salaries. Roll call with all voting yes.

Terry Hickey with motion to adjourn.

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**Committee A Chairman Tabitha Denney brought forward action that needs to be taken by the Full Commission from the Committee A Meeting on March 2, 2026.**

**Budget Amendment \$1,000.00 in the Drug Fund for the Sheriff's Department**

Tabitha Denney made a motion, seconded by Michael Chandler to move \$1,000.00 from 122-39000 Fund Balance to 122-54150-499 Drug Fund for other supplies and materials.

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

Van Buren Co. Executive

General Fund

Sheriff's Office

2025-2026

BUDGET AMENDMENT

122 Drug Fund

Function	Obj.	Description	Explanation	Debit	Credit
39000		Fund Balance		\$ 1,000.00	
54150	499	Salary Supplements	Other Supplies and Materials		\$ 1,000.00
			Total	\$ 1,000.00	\$ 1,000.00

**Request of \$175.00 for the 2026 Chamber of Commerce Membership Dues**

Tabitha Denney made a motion, seconded by Kenny Smith to approve the request of \$175.00 for the 2026 Chamber of Commerce Membership Dues.

Upon roll call: Michael Chandler, Jordan Delong, Tabitha Denney, Terry Hickey, Dusty Madewell, Kenny Smith, Tommy Frady, and Cale Crain voted yes. Terry Hodges voted no. 8-yes vote. 1-no vote. Motion passed. **Membership dues and events as following:**

VAN BUREN / SPENCER CHAMBER OF COMMERCE  
PO BOX 814  
SPENCER TN, 38585  
931-510-2430

ISSUED TO:  
Van Buren County  
PO Box 217  
Spencer, TN 38585

INVOICE: 202602  
DATE: 02/17/2026

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DESCRIPTION	QTY	TOTAL
2026 Membership Dues	1	\$175.00
		TOTAL \$175.00

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Fees collected from membership dues are used to organize and host events, as well as supporting and strengthening community programs.

## 2025 Events

- 4/16/2025 Ribbon Cutting - The Ugly Mug
- 4/19/2025 Spring Pop-Up
- 5/6/2025 Ribbon Cutting - FolkStays
- 6/5/2025 Community Connect
- 6/7/2025 Yoga at the Park
- 6/17/2025 Ribbon Cutting - Spencer Storage Solutions
- 6/21/2025 Sunrise Yoga
- 6/21/2025 Farmers Market
- 7/3/2025 Yoga with a Spark
- 7/10/2025 Ribbon Cutting - VBC Historical and Heritage Museum
- 7/11/2025 Blood Drive with Blood Assurance
- 7/19/2025 Farmers Market
- 8/16/2025 Farmers Market / First Responders Meet & Greet
- 9/19/2025 Podcast at Van Buren Historical and Heritage Museum
- 9/20/2025 Farmers Market / Prevention Coalition
- 9/22/2025 Fuel Your Morning at Citizens Tri-County Bank
- 10/24/2025 Legends by Lantern Tour
- 10/25/2025 Legends by Lantern Tour / Trail of Treats
- 11/18/2025 Chamber Annual Meeting and Election
- 11/22/2025 Turkey Trot 5k / Gobble Wobble 1 mile
- 12/14/2025 Christmas Tree Lighting after parade
- 12/22/2025 Hot Dr Pepper on the Square (News Channel 5)

**Listing County Vehicles with Tays Reality and Auction**

Tabitha Denney made a motion, seconded by Kenny Smith to list the vehicles (2011 Ambulance, 2011 Ford F250 and a Ford F150 pick-ups) with Tays Reality and Auction. After discussion on this matter, all approved by voice vote. 0-opposed. No changes to any vote. Motion passed.

**Approve the County Mayor to do sealed bid on the 2001 Freightliner Garbage Truck**

Tabitha Denney made a motion, seconded by Kenny Smith to allow the County Mayor's Office to do sealed bids for the garbage truck. All agreed by voice vote. 0-opposed. No changes to any vote. Motion passed.

**Budget Amendment of \$7,595.00 for the Sheriff's Department**

Tabitha Denney made a motion, seconded by Terry Hodges to move the total of \$7,595.00 from 101-39000 to \$7,000 to 101-51800-149 Salary, \$473 to 101-51800-201 Social Security, \$21 to 101-51800-210 Unemployment, \$101 to 101-51800-212 Medicare.

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

**Budget Amendment for Deputy Salary in the amount of \$10,000.00**

Tabitha Denney made a motion, seconded by Terry Hickey to move \$10,000.00 from 39000 to 101-54110-106 for Deputy Salaries.

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

**RTS Contract with Fall Creek Falls State Park**

Terry Hickey made a motion, seconded by Tabitha Denney to approve the RTS Hauling Services Agreement Contract as presented.

**Van Buren Co. Executive  
2025-2026**

**General Fund  
Fund 101**

Function	Obj.	Description	Explanation	Debit	Credit
39000 54110	106	unassigned deputy salary	deputy salary	\$ 10,000.00	\$ 10,000.00
			Total	\$ 10,000.00	\$ 10,000.00

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



1. Parties:

RTS Elytus, LLC, f/k/a Elytus, Ltd. ("RTS")  
2261 Market Street  
#22142  
San Francisco, CA  
94114  
Attn: General Counsel  
Notices: legal@rts.com  
Billing: apelytus@rts.com

Van Buren County Solid Waste ("Hauler")  
Address: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Work Specifications. Hauler shall perform the Services at the locations set forth on, in accordance with schedule set forth on, and for the fees set forth on **Exhibit C** attached hereto (the "**Proposal**").

3. Term; Commencement Timeline. This Agreement shall commence on January 1, 2026 (the "**Effective Date**"), and shall continue through December 31, 2027 (such period, the "**Initial Term**"), subject to earlier termination, in whole or in part, in accordance with the Terms (as defined below). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one-month terms unless either party provides written notice of nonrenewal at least 45 days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in accordance with the Terms.

4. Entire Agreement. This Agreement, including its Exhibits and the Terms and Conditions attached hereto (the "**Terms**") constitute the entire agreement between RTS and Hauler with respect to the subject matter hereof. Except as otherwise set forth herein, any change or modification of this Agreement must be in writing and signed by both of the parties hereto. In the event of a conflict between the Terms and the additional terms and conditions set forth on **Exhibit A** attached hereto (the "**Additional Terms**"), if any, the Additional Terms will prevail.

5. Third-Party Beneficiary. The parties hereby designate the State of Tennessee, Department of General Services, Central Procurement Office and Recycle Track Systems, Inc. as a third-party beneficiaries of this Agreement.

6. Diversity Business Enterprise. Hauler certifies that it ( is is not) (Choose One) certified by the State of Tennessee as a Minority Business Enterprise, Woman Business Enterprise, Persons with Disabilities or a Service-disabled Veteran owned business.

RTS ELYTUS, LLC, F/K/A ELYTUS, LTD. \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## TERMS AND CONDITIONS

1. **Defined Terms.** Capitalized terms used but not otherwise defined in these Terms and Conditions (these "Terms") shall have the meanings assigned to such terms in the accompanying Agreement (collectively, together with the Exhibits hereto, the "Agreement").
2. **Engagement.** RTS engages Hauler as an independent contractor to collect, handle, transport, dispose of and/or recycle all non-hazardous solid waste and recyclable materials, other than Prohibited Materials, generated by the customers identified in the Agreement at the locations identified in the Agreement, in accordance with the applicable service schedule and in exchange for the fees set forth in the Proposal. Any additional services that may be requested by RTS from time to time during the term, including, for example, extra collections, use of open-tops at the Locations, shall be considered "Additional Services." Additional Services will be provided by Hauler to any Customer only in accordance with advance authorization from RTS and in exchange for fees at the rates set forth in the Proposal. Hauler shall not charge any fees not set forth on the Proposals unless agreed in writing in advance by RTS. Hauler shall furnish, at its sole cost and expense, all tools, equipment, materials and supplies that are necessary or appropriate to provide such services (other than specified Non-Hauler Equipment) and shall be responsible for all disposal and landfill charges and all other fees, costs and expenses. Hauler shall not be permitted to subcontract to any other individual or entity any part of the services to be provided by Hauler without the prior written consent of RTS. Hauler shall not accept for collection, handling, transportation, disposal or recycling from any Location any waste materials Hauler knows, or in the exercise of reasonable care should know, includes, contains or are intermingled or mixed with hazardous waste or other Prohibited Materials. Legal title to all materials collected by Hauler hereunder shall pass from the customers to Hauler upon collection and no legal or equitable title thereto shall pass to RTS; provided that title to unaccepted waste shall remain with customers and not pass to Hauler. Hauler is responsible for cleanup of any debris, spills, loose bags, boxes or loose trash that may be around the container as a result of its services hereunder. Missed pickups must be recovered within 24 hours of notification. If not completed within 24 hours of notification, a credit is required.
3. **Termination.** (a) RTS may terminate the Agreement upon written notice to Hauler in the event of an uncured breach of the Agreement by Hauler that is not cured by Hauler within 15 days of its receipt of notice from RTS; provided that the cure period for missed pickups shall be one business day. (b) The Agreement shall automatically terminate with respect to any location, upon written notice by RTS to Hauler, if RTS' management rights with respect to such location expire or are terminated.
5. **Payment Terms.** RTS shall pay Hauler with respect to any month of service within 30 days from the last day of such month of service; provided, that Hauler has furnished RTS with an accurate and valid invoice reasonably acceptable to RTS and, if applicable, corresponding weight tickets. Notwithstanding the foregoing, Hauler acknowledges that it is acting as a subcontractor under RTS' prime contract with State of Tennessee and the State's payment to RTS on account of Hauler's work shall be a condition precedent to RTS' obligation to make payment to Hauler. Hauler shall not suspend service unless RTS has failed to make payment of undisputed fees within 90 days after its receipt of a proper invoice therefor. Hauler will not accept requests directly from facilities without a valid PO from RTS. RTS shall not be required to pay for services without a PO. All services are tax exempt as they are being provided for the benefit of the State of Tennessee. RTS shall have no obligation to pay an invoice for services performed on a date that is greater than sixty (60) days prior to the date of the receipt of such invoice.
6. **Equipment.** Provided that such damages arise from the acts or omissions of Hauler or its employees or the

agents, Hauler shall be liable for all damages to RTS-owned equipment and for all damages to or incurred by the Location, its owner, its tenants and its visitors. Blocked containers require notification and at least sixty (60) minutes to correct the issue before incurring a charge as identified in the Scope. Facilities serviced outside of normal business hours will start counting sixty (60) minutes from the time they open. RTS may install sensors on Contractor's equipment at no additional charge, provided that RTS takes all responsibility for damages/repairs as a result. Upon RTS' request, Hauler shall spray or scatter a non-toxic deodorizer in each container after each time it is emptied. Hauler shall ensure all containers are clean, odor-free, free from mechanical defects, torn metal, or extensively chipped, peeled, or faded paint, with no advertisements and maintain said containers in a sanitary condition throughout the term of the Agreement.

8. **Insurance.** Hauler hereby covenants that it will (a) obtain, comply with, and pay for all applicable permits, licenses, inspection fees and taxes, (b) obtain, pay for, and maintain at its expense the following insurance in at least the following coverage amounts or with such higher limits as RTS may reasonably request: (i) Comprehensive General Liability Insurance with combined single limits of \$1,000,000, including blanket contractual liability, owner's and contractor's protective liability, personal injury, products, completed operations, broad form property damage, (ii) Automotive Liability Insurance with combined single limits of \$1,000,000, owned and non-owned, (iii) Workmen's Compensation in the statutory amount and employer's liability of \$1,000,000; (iv) Pollution liability insurance with combined limits of \$2,000,000 per occurrence and \$3,000,000 in the aggregate; and (v) Umbrella/Excess Liability Insurance with minimum limits not less \$1,000,000 per occurrence. For such insurance policies written on a claims-made basis, Hauler shall maintain and shall cause its representatives and agents to maintain such coverage for a period of at least three years following completion of services hereunder. Hauler shall provide a certificate of insurance to RTS on or before commencement of services and promptly thereafter upon RTS' request. All policies shall provide RTS with at least 30 days' written notice of any changes in coverage or policy cancellation, and RTS and all parties of the underlying agreements shall be named as "Additional Insureds" under each such policy. All policies of insurance shall be issued by insurance companies with a general policy holder's rating of not less than A- and a financial rating of not less than Class X as rated in the most current "Best's Insurance Reports." A copy of the additional insured endorsement must be provided with the certificate of insurance, naming RTS as an additional insured. The certificate of insurance must indicate the following language: "RTS Elytus, LLC is named as an additional insured under the insured's Automotive Liability Insurance, Comprehensive General Liability and Umbrella/Excess Liability policies, as respects the insured's operations. The additional insured coverage extended to RTS Elytus, LLC will apply on a "primary" and "noncontributory" basis with respect to the liability arising out of the operations of the insured and is not limited to liability arising out of written agreements or contracts." The insurance coverage required under this Agreement shall not serve to limit or reduce the liability of Hauler or its personnel, nor shall maintenance of the required insurance by Hauler serve to limit or reduce any of the other obligations Hauler has under this Agreement, including Hauler's indemnification obligation set forth above.

9. **Legal Compliance.** Hauler agrees in the performance of the Agreement to observe and comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to approved landfill and recycling sites.

10. **Confidentiality.** Hauler acknowledges that it may be furnished with, receive or otherwise have access to information of or concerning RTS that is confidential or of a proprietary nature, including RTS intellectual property, information concerning the business practices and affairs of RTS (including pricing components and strategies) and information of or concerning customers. Hauler shall (a) keep such information strictly confidential, not disclose such information to any third party, (b) not use such information except in the course of providing services as a contractor of RTS and (c) shall use at least the same degree of care as Hauler employs to avoid unauthorized disclosure of its own information of a similar nature (but no less than reasonable care) to third parties. Upon expiration or termination of the Agreement, Hauler shall promptly return to RTS or, if elected by RTS, destroy all such information remaining in Hauler's possession or control.

11. **Indemnification.** Hauler shall indemnify, defend, release and hold harmless RTS, RTS' customers and their respective affiliates, and their respective employees, officers, directors, owners, agents, successors and assigns, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including court costs and attorneys' fees), that are arising from or relating to: (a) any act or omission of Hauler or others whose services are engaged by Hauler or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the services, (b) any breach of any representations, warranties or covenants of Hauler in this Agreement, (c) the collection, handling, transport, treatment, storage, disposal, recycling, or use by Hauler, its agents or representatives of any materials from Locations, and/or (d) the violation or alleged violation by Hauler or its employees, subcontractors, or suppliers of (or liability under) any applicable laws or regulations.

12. **Governing Law; Arbitration.** The Agreement shall be deemed to have been made in and shall be construed in accordance with and governed by the laws of the State of Tennessee, without regard to its choice of law principles or laws.

13. **LIMITS OF LIABILITY.** RTS AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THE AGREEMENT FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Assignment; Binding Effect; Proposal.** The Agreement and any interest herein shall not be assigned, sublet, alienated, pledged or hypothecated voluntarily by Hauler or by operation of law. The Agreement shall be binding upon and inure to the benefit of the respective parties, their successors, legal representatives and permitted assigns.

15. **Prohibited Materials.** As used in these Terms, "Prohibited Materials" means: (a) any used tires, and materials recognized as "universal waste" or as "special waste" under applicable laws; and (b) any materials or substances that are hazardous, toxic, explosive, flammable, radioactive, infectious, or which cannot lawfully be disposed of in a "Subtitle D" landfill, including without limitation, (i) any material considered a "hazardous waste" under the RCRA, (ii) PCBs, (iii) asbestos, (iv) diesel fuel, gasoline, or other petroleum products or hydrocarbons, (v) medical waste, (vi) any other material or substance that is hazardous or toxic, and (vii) any waste materials contaminated by, mixed with or containing Prohibited Materials.

## EXHIBIT A

### Additional Terms

1. Service Changes. RTS shall have the right to adjust services at any site set forth in the Proposal with reasonable advance notice to hauler. Any such changes shall result in a pro rata adjustment to the applicable fees, utilizing the rate per yard set forth in the Proposal. Additional containers requested will be delivered within five days of the request by RTS.
2. Disposal Increases. Hauler may adjust fees upon advance written notice to RTS to account for increases in third-party disposal costs. For Roll-Off services, the actual per ton increase borne by hauler may be added to the disposal rate set forth in the Proposal. For Front Load/Rear Load services the increase will be calculated utilizing the actual per ton increase borne by Hauler and assuming 100 lbs/yard, 4.33 weeks per month and 1/3 of monthly or haul fees allocated to disposal, with the result increase to monthly fees or pull fees added to the fees set forth in the Proposal.
3. Secured Facilities. In the case of secured facilities, timeframes for service may be predetermined by RTS and cannot be altered by Hauler without the approval of RTS. In this instance, should the pick-up schedule need to be altered, Hauler shall work with the RTS to determine a pick-up day/time. Secured facilities include facilities of the Tennessee Departments of Rehabilitation, Corrections and Military.
4. Non-Discrimination. Hauler hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Hauler on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. Hauler shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other damages, up to and including termination of this Agreement. Hauler agrees that Hauler shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any permitted subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement. Prior to the performance of any services pursuant to this Agreement, as a condition to the effectiveness hereof, and semi-annually thereafter, during the Term, Hauler shall submit a written attestation in the form attached hereto as **Exhibit B**. For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not: (a) a United States citizen; (b) a Lawful Permanent Resident; (c) a person whose physical presence in the United States is authorized; (d) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (e) is otherwise authorized to provide services under the Contract. Any failure to provide additional attestations when required shall be a material-uncurable breach of the Agreement which may result in RTS' termination of the Agreement.
6. Debarment and Suspension. Hauler certifies, to the best of its knowledge and belief, that it, its current and future principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or Agency; (b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and (d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default. Hauler shall provide immediate written notice to RTS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.
7. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. Hauler certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
8. PREA. Hauler must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
9. Lobbying. Hauler certifies, to the best of its knowledge and belief, that: (a) No federally appropriated funds have been paid or will be paid, by or on behalf of Hauler, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (c) Hauler shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
10. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, Hauler agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the federal awarding agency and the Region 4 Office of the Environmental Protection Agency.
11. Procurement of Recovered Materials. In the performance of this Agreement, Hauler shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the

**EXHIBIT B**

**Attestation**

<b>CONTRACT REFERENCE:</b>
<b>HAULER LEGAL ENTITY NAME:</b>

The Hauler, identified above, does hereby attest, certify, warrant, and assure that the Hauler shall not knowingly utilize the services of an illegal immigrant in the performance of the Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

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**CONTRACTOR SIGNATURE**

**NOTICE:** This attestation MUST be signed by an individual empowered to contractually bind the Hauler. Attach evidence documenting the individual's authority to contractually bind the Hauler, unless the signatory is the Hauler's chief executive or president.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**EXHIBIT C**

**Proposal**

Account Name	Address	City	State	ZIP	Waste Stream	Equipment type	Size	Haul Rate	Disposal Rate	Rental Rate
TN - Fall Creek Falls - State Park	2009 VILLAGE CAMP ROAD	SPENCER	TN	38585	Trash	Compactor	40 yd	\$ 550.00	\$ 75.00	
TN - Fall Creek Falls - State Park	2009 VILLAGE CAMP ROAD	SPENCER	TN	38585	Trash	Open Top	40 yd	\$ 550.00	\$ 75.00	
TN - Fall Creek Falls - State Park	2009 VILLAGE CAMP ROAD	SPENCER	TN	38585	Trash	Open Top	40 yd	\$ 550.00	\$ 75.00	
TN - Fall Creek Falls - Inn	2536 Lakeside Dr	Spencer	TN	38585	Trash	Compactor	40 yd	\$ 550.00	\$ 75.00	\$ 450.00

Please send all invoices to Chad.Morice@Rts.com

rts

Auxiliary Charges

Please consult proposed Auxiliary Charges in the Winstream system

Auxiliary Charges	Description	Proposed Charge (if applicable)	Additional Information
Accessory	Added on special accessories or features of the equipment	N/A	
Bulk Pickup	Pickup of bulk items on a regular on-call basis	\$550.00	Bulk such as home office furniture, kitchen equipment and anything other than normal everyday trash
Cleaning	Cleaning of equipment on a request only basis	\$200-\$300	Dependent on the condition of the bin
Contamination	Charge applies to recycling containers when trash has exceeded a set threshold	N/A	To provide recycle containers
Credit	Credit from the supplier for various purposes		
Delivery	Charge assessed for the delivery of new equipment by the service vendor	\$550.00	Depending on the equipment
Depreciate	Charge assessed for the service vendor to depreciate the equipment due to a client request	*	Same price as cleaning of the bin
Disposal	Cost of disposal of the material being hauled as a part of the service	\$75.00	
Excess Yardage	Cost per yard for excess material not covered by the service contract which is for a level full dumpster	See Schedule A	
Exchange	Charge assessed for the exchange of a piece of equipment due to a client request	See Schedule A	Pricing will be as listed for the removal and delivery
Extra Pickup	Pickup over the regular schedule on a request only basis	\$600-\$750	
Extra Service	Pickup of dumpster or hand cleanup services in addition to the regular schedule on a request only basis	\$175.00	Anything that comes out of bin or container will be picked up by driver
Flat Rate	Flat Rate price for hauling and disposal services	\$550.00	
Hauling	Cost for the hauling services of the equipment and materials to the end destination (Roll-off or Compactors)	See Schedule A	
Late Fee	Costs for not paying the invoice within the specified NET Terms	\$100.00	
Equipment Rental	Costs associated for the rental of the equipment from the equipment's owner	See Schedule A	
Weight Control Unit	Costs for the rental of the odor control unit installed on a compactor to control odor in enclosed areas	N/A	
Liner	Cost of a liner to be placed into an open top container to ensure from liquids leaking into the area	*	Cost will be covered by the client for the liner and any maintenance/repairs on the liner
Lock	Cost for a lock to be placed on the equipment	*	The client will need to provide lock and key for drive
Maintenance	Cost for maintenance to the equipment being provided for the services		Half the cost to repair the items or equipment
Minimum Rate	Minimum tonnage rate applied to temporary roll off containers as regulated per local codes	See Schedule A	
Monthly Service	Monthly costs for the hauler and disposal of front load or rear load containers on schedule	See Schedule A	
Rebate	An amount of money paid to the client as a result of the value of the material being handled in the contract (ie. Metal, Cardboard etc.)	*	Half the cost of the pickup and delivery
Rebate - Metal	An amount of money paid to the client as a result of the value of the metal being handled in the contract	*	Half the cost of the pickup and delivery
Regular Service	The regular service charges applied to the account that doesn't apply to the monthly schedule	See Schedule A	
Remove	Charge assessed for the removal of equipment by the service vendor	\$550.00	
Reposition	Charge assessed for the reposition of equipment by the service vendor	\$100 - \$1500	Depending on what is needed to be relocated
Repair	Cost for repairs to the equipment being provided for the services	*	Half the cost for the repairs costs, and materials
Wash Out Fee	Cost for the hauler to wash out the equipment once the service has been completed	\$200-\$300	Depending on the condition of the bin

Please Note All other equipment not listed here is subject to change and pricing may vary. For equipment not listed here, pricing will be provided in the estimate.

10	1000177647	Trash Pick-Up (R2) 20 or 30 Cu Yd, Roll Off, Delivery, Van Buren County (State Park) (Pick-up As Needed)	\$550.00
11	1000177648	Trash Pick-Up (R2) 20 or 30 Cu Yd, Roll Off, Pick-Up, Van Buren County (State Park) (Pick-up As Needed)	\$550.00
12	1000177649	Trash Pick-Up (R2) 20 or 30 Cu Yd, Roll Off, Pick-Up, Van Buren County (State Park) to Land Fill Fee-Price Per Ton (Pick-up As Needed)	\$75.00
13	1000177650	Emergency within (24hrs) Trash Pick-Up Or Drop Off (R2) 20 or 30 Cu Yd, Roll Off, Delivery, Van Buren County (State Park) (Pick-up As Needed)	\$600.00
14	1000177651	Trash Pick-Up (R2) 40 Cu Yd, Roll Off, Delivery, Van Buren County (State Park) (Pick-up As Needed)	\$550.00
15	1000177652	Trash Pick-Up (R2) 40 Cu Yd, Roll Off, Pick-Up, Van Buren County (State Park) (Pick-up As Needed)	\$550.00
16	1000177653	Trash Pick-Up (R2) 40 Cu Yd, Roll Off, Pick-Up, Van Buren (State Park) to Land Fill Fee-Price Per Ton (Pick-up As Needed)	\$75.00
17	1000177654	Emergency within (24hrs) Trash Pick-Up Or Drop Off (R2) 40 Cu Yd, Roll Off, Delivery, Van Buren County (State Park) (Pick-up As Needed)	\$675.00
18	1000177655	Late Fee (60 days) of No Payment (For Each Line Item)	\$100.00
9	1000177656	If A Compactor is to be provided, a Compactor Monthly Fee Will Be Added	\$450.00

**Approval of Notary Public for Ashley Nicole Cail and Sumor L. George.**

Jordan Delong made a motion, seconded by Michael Chandler to approve the Notaries for Ashley Nicole Cail and Sumor L. George. All approved by voice vote. 0-opposed. No changes to any vote. Motion passed.

**Chairman Cale Crain deviated from the Agenda of Old Business and went to New Business**

Sheriff Michael Brock recognized SRO Deputy Brent Hickerson for an outstanding job above and beyond that he has done and continues to do with the Students and Staff at the Van Buren County School System and for the Citizens of Van Buren County.

**Approval of Audit Committee Minutes from the February 13, 2026 Meeting**

Audit Committee Chairperson Lisa Cope was present at the Commission meeting to address the Full Commission requesting approval for the Minutes from the February Meeting for the record.

Commissioner Jordon Delong made a motion, seconded by Michael Chandler to approve the Audit Committee Minutes presented. All approved by voice vote. 0-opposed. No changes to any vote. Motion passed. **Minutes as presented:**

# **VAN BUREN COUNTY AUDIT COMMITTEE MEETING MINUTES**

Date: February 13, 2026

Time: 2:00 PM

Location: Van Buren County Administrative Building

## **1. Call to Order**

The Audit Committee meeting was called to order at approximately 2:00 PM by Chairperson Lisa Cope. It was noted that one member needed to leave by 3:00 p.m., and the committee agreed to conduct business efficiently.

## **2. Roll Call / Attendance**

Committee Members Present:

- Lisa Cope, Chairman
- Barry Austin, Vice Chairman
- Darleen Hunter, Secretary
- Hank Douglas

Committee Members Absent:

- Cale Crain

## **3. Election of Officers**

A motion was made to retain the current slate of officers.

Motion by: Hank Douglas

Second by: Barry Austin

Vote: All in Favor

The motion carried.

#### **4. Review of Audit Report**

The committee reviewed the annual audit report. The auditor issued an unmodified opinion, indicating the financial statements were presented fairly in all material respects. The committee expressed satisfaction with the overall results of the audit.

County Mayor David Sullivan and Heather Woodlee, Finance Director, discussed the finding with the County Mayor's office, as well as their corrective action plan.

Katina Simmons, Director of Schools and Joan Moffitt, Payroll and Personnel Coordinator, discussed the finding with the schools, as well as their corrective action plan.

#### **5. Audit Findings – Payroll Liability Reconciliation**

The audit identified a repeat finding regarding general ledger payroll liability accounts not being reconciled with payroll reports and payments.

County Mayor's Office Corrective Action:

- Monthly reconciliation of payroll deductions will be conducted.

Board of Education Corrective Action:

- Liability accounts are being traced back to prior years.
- Cleared accounts have been resolved.
- Remaining balances will continue to be researched.
- A financial consultant will assist with unresolved balances.
- Minor residual balances may be cleared per state audit guidance.

#### **6. Centralized Purchasing System Recommendation**

The audit recommended consideration of a centralized purchasing system. The committee discussed implementation cost, budget impact, and improvements already made. Due to potential cost concerns, no action was taken at this time.

#### **7. Insurance Payroll Deduction Discussion**

The committee discussed administrative challenges related to third-party insurance vendors utilizing payroll deductions.

Concerns included:

- Vendor frequency and coordination issues.



#### **4. Review of Audit Report**

The committee reviewed the annual audit report. The auditor issued an unmodified opinion, indicating the financial statements were presented fairly in all material respects. The committee expressed satisfaction with the overall results of the audit.

County Mayor David Sullivan and Heather Woodlee, Finance Director, discussed the finding with the County Mayor's office, as well as their corrective action plan.

Katina Simmons, Director of Schools and Joan Moffitt, Payroll and Personnel Coordinator, discussed the finding with the schools, as well as their corrective action plan.

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- Minor residual balances may be cleared per state audit guidance.

#### **6. Centralized Purchasing System Recommendation**

The audit recommended consideration of a centralized purchasing system. The committee discussed implementation cost, budget impact, and improvements already made. Due to potential cost concerns, no action was taken at this time.

#### **7. Insurance Payroll Deduction Discussion**

The committee discussed administrative challenges related to third-party insurance vendors utilizing payroll deductions.

Concerns included:

- Vendor frequency and coordination issues.

**Signatures**

Approved this 27 day of February, 2020

Lisa Cope

Chairman, Lisa Cope

Barry Austin

Vice Chairman, Barry Austin

Darleen Hunter

Secretary, Darleen Hunter

Hank Douglas

Committee Member, Hank Douglas

Cale Crain

Committee Member, Cale Crain ( Absent )

**Budget Amendment, Fund 122, Trustee Commissions in the amount of \$150.00**

Tabitha Denney made a motion, seconded by Kenny Smith to approve the budget amendment as presented.

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

**Budget Amendment Solid Waste Fund 116 in the amount of \$5,000.00**

Terry Hickey made a motion, seconded by Jordan Delong to approve the budget amendment as presented.

Van Buren Co. Executive  
2025-2026

Drug Fund  
Fund 122

Function	Obj.	Description	Explanation	Debit	Credit
39000		unassigned	trustee comm	\$ 150.00	
58400	510	trustee comm			\$ 150.00
			Total	\$ 150.00	\$ 150.00

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

**Annual Progress report for Solid Waste and the 10 year Solid Waste Plan**

Solid Waste Director Melinda Starkey was present at the Commission Meeting requesting approval of the County and Municipal Residential Recycling and

3/23/26, 3:27 PM

MyTDEC Forms System - County and Municipal Residential Recycling and Diversion. Revision 1

# County and Municipal Residential Recycling and Diversion

version 1.18

(Submission #: HQK-S9Q1-F16N5, version 1)

## Details

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**Originally Started By** Lillian Hall

**Submission ID** HQK-S9Q1-F16N5

**Alternate Identifier** Van Buren

**Status** Draft

## Form Input

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### Report Information

**County**  
Van Buren

**Report Year**  
2025

Are you representing a single municipality? Yes/No: Individual municipalities entering their own data select yes and complete the next form. Report authors/county officials entering for multiple municipalities so "No" here.

**Are you representing a single municipality?**  
No

### Residential Recycling and Diversion (1 of 1)

**County-level or Municipality?**  
County

Diversion and 10 year plan. After discussion on this matter, Terry Hickey made a motion, second by Tabitha Denney to approve as presented. All approved by voice vote. 0-opposed. No changes to any vote. Motion passed. **County and Residential Recycling and Diversion & Plan as following:**

**Contact Name**

**Name**

Melinda Starkey

**Title**

Administrative Assistant

**Address**

121 Taft Dr

Spencer, TN 38585

Van Buren

**Recycling**

Material	Material Weight	Unit Type	Tons	Material Collected Curbside?
Non-Ferrous Scrap - Tin	67.28	TONS	67.28	NONE PROVIDED
Non-Ferrous Scrap - All Other Scrap	410.31	TONS	410.31	NONE PROVIDED
All Other Fiber Grades	81.61	TONS	81.61	NONE PROVIDED
Used Oil	6.20	TONS	6.20	NONE PROVIDED
Fats, Cooking Oil, and Greases (FOG's)	64.00	TONS	64.00	NONE PROVIDED
HHW	0.14	TONS	0.14	NONE PROVIDED
Bio-solids	126.78	TONS	126.78	NONE PROVIDED
			Sum: 756.32	

Use the multi-select boxes below to indicate which items you collect in your single stream program.

**Single Stream Recycling**

NONE PROVIDED

**Disaster Debris**

Select Debris Type	Enter Weight	Weight Type	Total Tons
NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	0.00
			Sum: 0.00

**Comments**

NONE PROVIDED

## Status History

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	User	Processing Status
3/3/2026 11:53:24 AM	Lillian Hall	Draft

## Processing Steps

---

Step Name	Assigned To/Completed By	Date Completed
Form Submitted		
Form Review		

## Status History

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	User	Processing Status
3/3/2026 11:57:48 AM	Lillian Hall	Draft

## Processing Steps

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Step Name	Assigned To/Completed By	Date Completed
Form Submitted		
Form Review		



# County Operations

version 1.12

(Submission #: HQK-S9NS-5P36J, version 1)

## Details

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**Originally Started By** Lillian Hall

**Submission ID** HQK-S9NS-5P36J

**County** Van Buren

**Status** Draft

## Form Input

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### County

**County**  
Van Buren

**Report Year**  
2025

### Obstacles (1 of 1)

**`MUNI`**

**County-level or Municipality?**  
County

**Obstacles**  
Funding  
Markets

**Comments**  
NONE PROVIDED

## Composting (1 of 1)

`MUNI`

**County-level or Municipality?**

County

**MATERIALS COLLECTED OR DIVERTED (CHECK ALL THAT APPLY)\***

NONE PROVIDED

**WHO PERFORMS THE SERVICES? (CHECK ALL THAT APPLY)\***

NONE PROVIDED

**PRODUCTS PRODUCED (CHECK ALL THAT APPLY)\***

NONE PROVIDED

**Does the county or its municipalities offer assistance for backyard composting?\***

No

**If you are interested in the backyard composting education program, please fill out an Ask TDEC Question.**

<https://www.tn.gov/environment/contacts/ask-tdec-questions.html>

## Disaster Debris or Storm Event

**In the last year, did a disaster debris or storm event increase the tonnage of organics diversion or disposal for the county or its municipalities?**

No

**Does your local government have a disaster debris plan according to TCA 68-211-815 (b) (16)?**

No

**Has the County submitted a draft to TDEC to file?**

No

**Upload Current DDMP**

NONE PROVIDED

**Comment**

NONE PROVIDED

## Education Efforts (1 of 2)

`MUNI`

**Number Served**

NONE PROVIDED

**Program Type**

Classroom

**Focus Area**

Solid Waste  
Recycling  
Source Reduction

**Program Target Audience**

Children/Educators Media

**Comments**

NONE PROVIDED

**Funding for Programs (1 of 1)**

'MUNI'

**County-level or Municipality?**

County

**How is the program funded?**

How is the program funded? (select all that apply)	Total Funding (\$)
Property Taxes/General Fund	7,708.00
Disposal Fee (§68-211-835)	522,144.56
Surcharge (§68-211-835)	5,117.83
Sale of Recyclables	11,286.68
Grants	64,665.51

**Contracts (1 of 1)**

'MUNI'

**County-level or Municipality?**

County

**Please complete the following for the county or each municipality:**

CONTRACTOR	BUDGETED CONTRACT AMOUNT	CONTRACT START	CONTRACT END	TYPE OF CONTRACT
NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED

**SERVICES PROVIDED**

NONE PROVIDED

**Budget (1 of 1)**

'MUNI'

**County-Level or Municipality?**

County

**Complete the following section for the county and its municipalities that provide solid waste and/or recycling services**

Number of Employees	Services	Full Time or Part Time?
9	Solid Waste	Part Time
1	Solid Waste	Full Time
1	Recycling	Full Time
9	Recycling	Part Time

**Provide a brief explanation of employee roles noted above, if necessary:**

Nine employees work part time with both recycling and solid waste.

**Last Fiscal Year's Solid Waste and Sanitation Fund**

**Budget**

Van Buren 2025 Budget.pdf - 03/03/2026 01:10 PM

**Comment**

NONE PROVIDED

**Attachments**

Date	Attachment Name	Context	User
3/3/2026 1:10 PM	Van Buren 2025 Budget.pdf	Attachment	Lillian Hall

# County, Solid Waste, and Board Contact Information

version 1.11

(Submission #: HQK-SB7K-HCDBS, version 1)

## Details

---

**Originally Started By** Lillian Hall

**Submission ID** HQK-SB7K-HCDBS

**County** Van Buren

**Status** Draft

## Form Input

---

### Report Information

**County**  
Van Buren

**Report Year**  
2025

### APR Report Contacts (1 of 4)

**David Sullivan**

**Contact Type/Title**  
County Mayor/County Executive

Please fill out the contact information for the County Mayor/ County Executive, Solid Waste Director, Solid Waste Board Chair, and APR Report Author.



**Contact**

**Prefix**

Mr.

**First Name**

David

**Last Name**

Sullivan

**Title**

County Executive

**Organization Name**

Van Buren County

**Phone Type**

Business

**Number**

(931) 946-2314

**Extension**

**Email**

mayordsullivan@outlook.com

**Address**

121 Taft Drive

Spencer, TN 38585

Below select Add new APR report contact to enter another contact

**APR Report Contacts (2 of 4)**

**Cale Crain**

**Contact Type/Title**

Solid Waste Board Chair

Please fill out the contact information for the County Mayor/ County Executive, Solid Waste Director, Solid Waste Board Chair, and APR Report Author.

**Contact**

**Prefix**

Mr.

**First Name**

Cale

**Last Name**

Crain

**Title**

Solid Waste Board Chair

**Organization Name**

Van Buren County

**Phone Type**

Mobile

**Number**

(931) 254-6972

**Extension**

**Email**

calecrain@yahoo.com

**Address**

PO Box 292

Spencer, TN 38585

Below select Add new APR report contact to enter another contact

**APR Report Contacts (3 of 4)**

**Melinda Starkey**

**Contact Type/Title**

Solid Waste Director/Recycling Coordinator

Please fill out the contact information for the County Mayor/ County Executive, Solid Waste Director, Solid Waste Board Chair, and APR Report Author.

**Contact**

**Prefix**

Ms.

**First Name**

Melinda

**Last Name**

Starkey

**Title**

Administrative Assistant

**Organization Name**

Van Buren County

**Phone Type**

Business

**Number**

(931) 946-2314

**Extension**

**Email**

melinda.starkey@outlook.com

**Address**

121 Taft Drive

Spencer, TN 38585

Below select Add new APR report contact to enter another contact

**APR Report Contacts (4 of 4)**

**Lilly Hall**

**Contact Type/Title**

Report Author (APR)

Please fill out the contact information for the County Mayor/ County Executive, Solid Waste Director, Solid Waste Board Chair, and APR Report Author.

**Contact**

**Prefix**

Ms.

**First Name**

Lilly

**Last Name**

Hall

**Title**

Solid Waste Planner

**Organization Name**

UCDD

**Phone Type**

Business

**Number**

931 303 6634

**Extension**

**Email**

lhall@ucdd.org

**Address**

1104 England Dr

Cookeville, TN 38501

Below select Add new APR report contact to enter another contact

# APR and Grant Questionnaires

version: 1.11

(Submission #: HQK-SB5C-KC1TY, version 1)

## Details

---

**Originally Started By** Lillian Hall

**Submission ID** HQK-SB5C-KC1TY

**County** Van Buren

**Status** Draft

## Form Input

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### APR Questionnaire

**County Name**

Van Buren

**Report Year**

2025

**1. Are there any policies, statutes, rules, protocols or ordinances that inhibit the county and municipalities from having effective programs? Reference specific statues, rules, policies or documents when answering the question.**

There are no policies, statutes, rules, protocols or ordinances that inhibit the county from having effective solid waste programs.

**2. Are there any parts or utility of the 10 Year Solid Waste and Materials Management Statewide Plan, Plan Update or Annual Progress Report the county and municipalities do not understand?**

Van Buren understands the 10 Year Solid Waste and Materials Management Statewide Plan, Plan Update and Annual Progress Report.

**3. What role can Materials Management play to be the biggest resource to the county and its municipalities?**

The greatest role Materials Management plays in our county is to provide funding to improve solid waste services that we provide to county residents.

**4. What areas would you like to see the Division of Solid Waste Management focus on in coming years to help the county and municipalities be successful implementing the Region's plan and programs?**

Van Buren County appreciates that the Division of Solid Waste Management is able to assist counties that still have green boxes to convert these into convenience centers instead.

**5. What is needed in the county and municipalities to further waste reduction, recycling, diversion or end markets in Tennessee?**

It would help our county divert additional waste if all packaging was recyclable and if there were end markets in which to sell those materials. Additional education about contamination is needed for residents to manage recyclable materials properly.

**6. §68-211-871(b) requires an annual progress report on the implementation of the regional comprehensive integrated municipal solid waste management plan. What steps are the county and municipalities taking locally to contribute to regional plan implementation?**

Van Buren follows the rules and regulations as set for in the 10 Year Statewide Plan. Van Buren manages solid waste as recommended by the State of Tennessee.

**7. Describe any success stories on programs or efforts made in the last year**

Van Buren has received grant funding to continue to improve waste diversion in the county. Additionally, Van Buren has received grant funding to purchase a new roll off truck for the county's solid waste department.

**Grant Questionnaire (1 of 1)**

**County-level or Municipality?**

County

**What grants would the county and municipalities like to see TDEC promote in the next two years?**

- Education and Outreach
- Technical Assistance
- Convenience Centers
- Recycling Equipment
- Waste Reduction

**What are the county and municipalities biggest needs for this next calendar year? Grant demonstration of need and priority will be determined through answering these questions.**

- Facility Upgrades
- New Equipment
- Technical Assistance Providers
- Upgrade Equipment
- Expand Infrastructure

**Explain Equipment Needs and Facility Upgrades**

Van Buren has been able to replace several pieces of aging equipment through grant funding, but is always looking to continue to improve the county's solid waste department.

# County Infrastructure

version 1.13

(Submission #: HQK-SB4A-JFPEG, version 1)

## Details

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**Originally Started By** Lillian Hall

**Submission ID** HQK-SB4A-JFPEG

**County** Van Buren

**Status** Draft

## Form Input

---

### County Information

**County Name**  
Van Buren

**Report Year**  
2025

### **County Contact**

**First Name**    **Last Name**  
Melinda        Starkey

**Title**  
Administrative Assistant

**Phone Type**    **Number**        **Extension**  
Business        (931) 946-2314

**Email**  
melinda.starkey@outlook.com

**Address**  
121 TAFT DR  
SPENCER, TN 38585

**Do your local governments provide curbside for recycling or solid waste?**

No

**Comments**

NONE PROVIDED

**Are there local government run convenience centers?**

Yes

**Are there local government run recycling centers?**

Yes

**Are there local government run green box sites?**

Yes

**County Convenience Centers (1 of 6)**

**District 3 Convenience Center**

**County Convenience Center Name**

District 3 Convenience Center

**County Convenience Center Permit Number**

CCC880000289

**Convenience Center Address**

15 Mooneyham Lonewood Rd  
Spencer, TN 38585

**Location**

35.719261,-85.364858

**Does the County Collect Household Garbage?**

Yes

**Enter the number of residents that used the site annually.**

1,500.0

**Materials Accepted**

Metal  
OCC  
Lead-Acid

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	12:30 pm	04:30 pm
Tuesday	NONE PROVIDED	NONE PROVIDED
Wednesday	08:30 am	04:30 pm
Thursday	NONE PROVIDED	NONE PROVIDED
Friday	NONE PROVIDED	NONE PROVIDED
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

**If you have any opening or closing hours that are different from those above, please describe below**

NONE PROVIDED

**County Convenience Centers (2 of 6)**

**Spencer Convenience Center**

**County Convenience Center Name**

Spencer Convenience Center

**County Convenience Center Permit Number**

CCC880000290

**Convenience Center Address**

879 Drake & Shockley Street  
 Spencer, TN [NO ZIP CODE SPECIFIED]

**Location**

35.735289,-85.453178

**Does the County Collect Household Garbage?**

Yes

**Enter the number of residents that used the site annually.**

6,000.0

**Materials Accepted**

NONE PROVIDED

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	08:30 am	04:30 pm
Tuesday	08:30 am	04:30 pm
Wednesday	08:30 am	04:30 pm
Thursday	08:30 am	04:30 pm
Friday	08:30 am	12:00 pm
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

**If you have any opening or closing hours that are different from those above, please describe below**

NONE PROVIDED

**County Convenience Centers (3 of 6)**

**Bone Cave Convenience Center**

**County Convenience Center Name**

Bone Cave Convenience Center

**County Convenience Center Permit Number**

CCC880000291

**Convenience Center Address**

181 Bone Cave Road  
 Rock Island, TN [NO ZIP CODE SPECIFIED]

**Location**

35.772718,-85.58375

**Does the County Collect Household Garbage?**

Yes

**Enter the number of residents that used the site annually.**

2,000.0

**Materials Accepted**

Metal  
PET #1 and HDPE #2 Mixed  
OCC  
Electronics/E-scrap  
Lead-Acid  
Used Oil

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	12:30 pm	04:30 pm
Tuesday	NONE PROVIDED	NONE PROVIDED
Wednesday	08:30 am	04:30 pm
Thursday	NONE PROVIDED	NONE PROVIDED
Friday	NONE PROVIDED	NONE PROVIDED
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

If you have any opening or closing hours that are different from those above, please describe below

NONE PROVIDED

**County Convenience Centers (4 of 6)**

**Cummings Convenience Center**

**County Convenience Center Name**

Cummings Convenience Center

**County Convenience Center Permit Number**

CCC880000591

**Convenience Center Address**

441 Cane Creek Road  
Sparta, TN [NO ZIP CODE SPECIFIED]

**Location**

35.80523,-85.451309

**Does the County Collect Household Garbage?**

Yes

**Enter the number of residents that used the site annually.**

3,000.0

**Materials Accepted**

NONE PROVIDED

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	12:30 pm	04:30 pm
Tuesday	NONE PROVIDED	NONE PROVIDED
Wednesday	08:30 am	04:30 pm
Thursday	NONE PROVIDED	NONE PROVIDED
Friday	NONE PROVIDED	NONE PROVIDED
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

**If you have any opening or closing hours that are different from those above, please describe below**

NONE PROVIDED

**County Convenience Centers (5 of 6)**

**Rocky River Convenience Center**

**County Convenience Center Name**

Rocky River Convenience Center

**County Convenience Center Permit Number**

CCC880000592

**Convenience Center Address**

10444 ROCKY RIVER RD  
ROCK ISLAND, TN [NO ZIP CODE SPECIFIED]

**Location**

35.656604,-85.573339

**Does the County Collect Household Garbage?**

Yes

**Enter the number of residents that used the site annually.**

2,000.0

**Materials Accepted**

NONE PROVIDED

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	12:30 pm	04:30 pm
Tuesday	NONE PROVIDED	NONE PROVIDED
Wednesday	08:30 am	04:30 pm
Thursday	NONE PROVIDED	NONE PROVIDED
Friday	NONE PROVIDED	NONE PROVIDED
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

**If you have any opening or closing hours that are different from those above, please describe below**

NONE PROVIDED

**Recycling Centers (1 of 1)**

**Spencer Recycling Center**

**County-level or Municipality?**

County

**Site Name**

Spencer Recycling Center

**Location Address**

879 Drake Shockley Road  
Spencer, TN 38585



**Material Types**

Metal  
PET #1 and HDPE #2 Mixed  
OCC  
Used Oil  
Pallets  
Electronics/E-scrap  
Lead-Acid

**Hours of Operation**

Day of the Week	Open Time	Close Time
Monday	08:00 am	04:00 pm
Tuesday	08:00 am	04:00 pm
Wednesday	08:00 am	04:00 pm
Thursday	NONE PROVIDED	NONE PROVIDED
Friday	08:00 am	12:00 pm
Saturday	08:00 am	12:00 pm
Sunday	NONE PROVIDED	NONE PROVIDED

**If you have any opening or closing hours that are different from those above, please describe below**

NONE PROVIDED

**Location**

NONE PROVIDED

**Green Box Sites (1 of 1)**

**Site Address**

5190 Sparkmantown Road  
Rock Island, TN 38581

**Number of Containers**

1

**Enter Green Box Location**

35.8027,-85.5145

# Industrial, Commercial, Institutional (ICI) Report

version 1.16

(Submission #: HQK-SBH4-6V97H, version 1)

## Details

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**Originally Started By** Lillian Hall

**Submission ID** HQK-SBH4-6V97H

**ICI** Sav-A-Lot / Van Buren

**Status** Draft

## Form Input

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### Contact Information

**Company Name**  
Sav-A-Lot

**Report Year**  
2025

#### Contact

**First Name** Kelly      **Last Name** Madewell

**Title**  
*NONE PROVIDED*

**Phone Type** Business      **Number** 9319462469      **Extension**

**Email**  
*NONE PROVIDED*

**Address**  
*[NO STREET ADDRESS SPECIFIED]*  
*[NO CITY SPECIFIED], [NO STATE SPECIFIED][NO ZIP CODE SPECIFIED]*  
USA

**Is an ICI being entered for a single county?**

Yes

**County**

Van Buren

**Recycling Information**

For each county, select the Recycled Material type and enter in the total amount recycled for that specific type. Each county should have one entry for each type of material recycled. For example: County A recycled a total amount of 300 tons of glass while County B recycled a total of 450 tons.

**Recycling Information by County**

County	Recycled Material	Amount	Select Unit	Total TON
Van Buren	Old Corrugated Containers PS-11 (OCC)	26.00	TONS	26.00
				Sum: 26.00

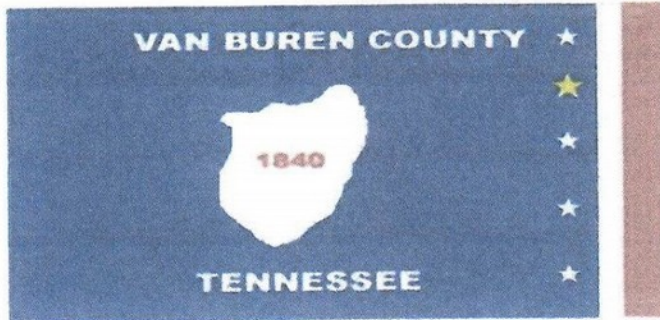
Use the multi-select boxes below to indicate which items you collect in your single stream program.

**Single Stream Recycling**

NONE PROVIDED

**Comments**

NONE PROVIDED



VAN BUREN COUNTY  
has  
Approved the 2025 10 Year Plan and Annual Progress Report

Date:

3-23-26

David Sullivan

David Sullivan  
County Executive

Tabitha Denney

Tabitha Denney  
Solid Waste Committee Chairman

**VAN BUREN COUNTY**

**10 Year Plan Update**

**March 2026**

A description of waste reduction and recycling activities designed to attain the goal required by T.C.A. 68-211-861. Van Buren County has applied for and received funding from TDEC's Waste Reduction and Recycling Equipment grants to purchase equipment that will help improve recycling and diversion of waste in the county.

The 10 Year Update has been approved by Van Buren County Commissioners. See attached Minutes.

Signed:

A handwritten signature in blue ink that reads "David Sullivan". The signature is written in a cursive style with a long horizontal flourish at the end.

David Sullivan, Mayor

### **Van Buren County Historical & Heritage Museum**

The Members of the Van Buren County Historical and Heritage Museum were present at the Commission meeting. Chairman Jimmy Hodges explained to the Full Commission on the need of a new or repaired HVAC in the Old Courthouse. The Committee advertised through the County Mayor's Office and did not receive any bids. The Board continued to get quotes and had only one Company show up which was Mark's heating and Air Conditioning. The Units upstairs and downstairs at the Courthouse are 30 years old.

The Historical and Heritage Museum received a Grant in the amount of \$25,000.00. The first line of business was to repair the brick on the outside because it had been continually falling. The Brick work cost \$4,117.00 which left them \$20,883.00. The next priority on their list was to have the HVAC fixed or replaced. A Partial new system and repairs, if parts could be found, would cost \$26,750.00. For a new system the bids was \$32,000.00. The Historical & Heritage Museum Committee is requesting that the County pay \$11,117.00 and get the new unit or the Committee would take the rest of the Grant money and get new lighting for the Courthouse. After much discussion on this matter, Tabitha Denney made a motion, seconded by Michael Chandler to approve to move \$11,117.00 from 101-39000 to 101-51100-309 MUS to replace all the units at the Van Buren County Historical and Heritage Museum.

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



# HVAC Inspection Summary & Funding Explanation

*(For County Officials / Committees)*

**Van Buren County Historical and Heritage Museum**  
HVAC System Inspection Summary and Grant Status

Date: 3/11/26

The Van Buren County Historical and Heritage Museum, located in the historic county courthouse building at **179 Veterans Square in Spencer, Tennessee**, is currently completing improvements funded through a state grant program.

As part of the project, the museum board has already completed exterior masonry repair work on the courthouse building at a cost of \$ 4,117.<sup>00</sup>. This work addressed deteriorating brick and mortar areas and was completed to preserve the integrity of the structure.

Following completion of the masonry repairs, the museum board obtained a professional inspection of the building's HVAC systems to evaluate another area of concern within the facility.

During the inspection, multiple issues were identified affecting the existing heating and cooling equipment throughout the building.

According to the inspection report:

## **Upstairs Units**

Two four-ton gas furnace systems located upstairs were found to have multiple issues including deteriorated exhaust ducting that allows combustion gases to escape into the attic space, as well as leakage within the heat exchangers. The report also noted the absence of proper drain pans beneath the units. These furnaces are approximately thirty years old, with a manufacturing date of October 31, 1996.

## **Downstairs Units**

Two HVAC systems located downstairs were also found to have several deficiencies. One unit was reported to be low on refrigerant and experiencing airflow and electrical issues, including improperly secured high-voltage wiring and the presence of an automotive-style fuse rather than a proper HVAC fuse. The second downstairs unit was reported to have significant airflow loss,





mold-like residue within the coils, and partially functioning heating components. These units are approximately fourteen and twenty-nine years old respectively.

### **Exterior Equipment**

The outdoor condenser units were also found to have electrical concerns including exposed wiring, bypassed pressure switches, and improperly spliced high-voltage connections. These systems are also approximately thirty years old.

Due to the age of the equipment and the number of deficiencies identified during inspection, the contractor provided two potential solutions.

The first option involves replacement of several major components of the system at an estimated cost of approximately **\$32,000**.

The second option involves partial system replacement and repair work designed to stabilize the existing systems at an estimated cost of approximately **\$26,750**.

At present, the museum still has approximately \$ 20,833.<sup>00</sup> remaining from the current grant funding. These funds could be applied toward the HVAC repairs, but they are not sufficient to cover the full cost of the work.

Because the courthouse building is a county-owned facility and because the museum currently has grant funds available that could offset a large portion of the repair cost, the museum board believes that addressing these HVAC issues now would be the most financially responsible course of action.

Completing the repairs while the grant funds are still available would reduce the overall cost to the county and allow the project to be completed before the **June 30, 2026 grant completion deadline**.

The museum board is therefore seeking guidance and cooperation from county leadership to determine the most appropriate path forward so that the remaining grant funds can be utilized and the HVAC issues can be addressed in a timely manner.

The board remains committed to preserving the historic courthouse building and ensuring that the museum continues to serve the citizens of Van Buren County in a safe and well-maintained facility.

- Justin Alan Aughinbaugh / Museum Board Secretary



**Marks Heating & Air Conditioning**

**(931)-510-6684**

**250 N SPRING ST, SPARTA**

**AVAILABLE 24/7 - 365 DAYS W/ NO AFTER HOURS FEES**

**[marksheatandairconditioning@gmail.com](mailto:marksheatandairconditioning@gmail.com)**

**CUSTOMER NAME: Van Buren County Historic & Heritage Museum**

**SERVICE ADDRESS: 179 veterans Square, Spencer, TN, 38585**

**PHONE: (931) 316-1263 (David Cook) / (931) 261-5261 (Jimmy Hodges)**

**Upstairs Inspection Report:** During inspection upon the 2 units many issues were found. The two upstairs 4 ton gas furnaces are emitting CO2 into the attic space from exhaust duct having holes and not properly sealed. Also they are emitting CO2 into the duct work from having leaks in heat exchangers. Also there is no drain pan underneath the two units, what is there is rusted / rotted. The two upstairs furnaces are 30 years old. Manufacturing date is 10/31/1996.

**Downstairs Inspection Report:** During inspection upon the 2 units many issues were found. One of the units is low on R-22 which will cause loss of efficiency, freeze ups, and water on the floor. The coil is also very dirty. There is a high voltage hazard where the main voltage comes into the unit. There's no connector to properly hold the wire in place. Also the fuse into the board is a vehicle fuse, not a HVAC/R fuse. Unit is 14 years old. Manufacturing date is 4/9/2012.

The second unit downstairs is showing signs of a mold like substance in the units coil. There's air loss around the supply of the unit, also no return filter installed. High voltage isn't properly installed into air handler. Heat kit is only 50% operational. Unit is 29 years old. Manufacturing date is 4/7/1997

**Outside Inspection Report:** The 2 AC only units outside have high and low pressure switches removed, exposed / bare low voltage wire. Also high voltage wire are cut and spliced with wire nuts and not properly sealed, causing electrical hazards. Both condensers are 30 years old. Manufacturing date is 10/31/1996.

The Heat Pump closest to the gate has bare / partially burned low voltage wires. Both Pressure sensors are bypassed as well. Unit is 29 years old. Manufacturing date is 11/10/1996.

**\*QUOTE 1\*** - (2) Goodman 4 Ton 80% Gas Furnace Air Handlers & (2) Daikin Commercial 240v 3 Phase Condensing Units.  
(2) Goodman 2 Ton Heat Pump Split Systems With Heat Kit Backup.

- Installing indoor & outdoor unit
- All line set flushing
- New drain pans
- Reseal exiting ducts in both mechanical rooms
- Blow out all drains prior to reattaching
- All new exhaust pipe
- New thermostats & Wire

**Warranty Information:**

- 5 Year Parts Warranty

**\*\* TOTAL INVESTMENT - \$32,000 \*\***

**\*Quote 2\*** - (2) Goodman 4 Ton 80% Gas Furnace Air Handlers & (2) Daikin Commercial 240v 3 Phase Condensing Units.

(1) Servicing Both Heat Pumps. We will get both units to proper charge, change out worn down parts (If able due to age). We will clean indoor and outdoor coils, redo drain line.

- Installing indoor & outdoor unit
- All line set flushing
- New drain pans
- Reseal existing ducts in both mechanical rooms
- Blow out drains upstairs
- All new exhaust pipe
- New thermostats upstairs

**Warranty Information:**

- 5 Year Parts Warranty

**\*\* TOTAL INVESTMENT - \$26,750.00 \*\***

**Slaughter House in the Industrial Park**

BZFBZF749

Business Owner and Citizen of Van Buren County Barry Austin was present at the Meeting requesting an update on the progress of his deed at the Slaughter House in the Industrial Park. County Attorney Howard Upchurch was absent at the meeting so no action was taken on this matter.

**Old Business**

None

**Comments from the Public**

None

**Adjournment**

Terry Hickey made a motion, second by Kenny Smith to adjourn. All agreed by voice vote. Motion passed. Meeting adjourned at 6:51 p.m.

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Chairman Cale Crain

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County Clerk Lisa Rigsby