

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

The Van Buren County Commission met in a Regular Meeting on Tuesday January 18, 2022 at 6:00 p.m. at the Van Buren County Administration Facility & Justice Center. The following action was taken as recorded in Minute Book, "S".

Call to Order

Officer Jarrod Campbell called the Meeting to Order.

Roll Call

Members present: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle. William Maxwell, Brian Simmons, and Michael Woodlee were absent.

Also present: Standing in for County Attorney Howard Upchurch was Attorney Stacey Farmer, Financial Director Jessica Grissom, County Clerk Lisa Rigsby, and several Citizens from Van Buren County.

UT Extension Agent Chris Binkley led us in prayer and the Pledge of Allegiance.

Approval of November 16, 2021 Meeting Minutes

Mickey Robinson made a motion, second by Robert Van Winkle to approve the November 16, 2021 Minutes. All approved by voice vote. Motion passed.

Notary Renewals for Jessica Grissom, David Chandler, and Lesa Bouldin

Bill Mosley made a motion, second by Terry Hickey to approve the Notary renewals for Jessica Grissom, David Chandler, and Lesa Bouldin.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Committee A Report

**Committee A
December 29, 2021**

Roll Call:

Members present: Henry Seamons, Mickey Robinson, David Chandler and Will Maxwell. Also, Mayor Greg Wilson and Jessica Grissom.

Bid for Fire Department Insurance

Motion was made by Mr. Robinson to approve the bid for VFIS for \$50,499.00 and seconded by Mr. Seamons seconded. All Voted Yes.

Bid for Employees health Insurance

Motion by Mr. Robinson to approve the bid for health insurance for employees from Sprouse insurance at \$527.66 per employee seconded by Mr. Seamons. All Voted Yes.

HVAC and Remmi system for County Buildings

Motion was made by Mr. Robinson to approve the bid for \$74,500 to J & M Heating and Cooling seconded by Mr. Seamons. All Voted Yes.

Sanitation Stations

Motion by Mr. Robinson to approve the bid for X1 safety for \$8,816.00 Seconded by Mr. Chandler. All Voted Yes.

Remmi at Church buildings

Motion was made By Mr. Robinson to approve bid J & M heating and cooling for \$18,500 and seconded by Mr. Seamons. All Voted Yes.

Budget amendment for County General Fund

Motion was made by Mr. Seamons to increase line 101-54610-599 to \$11,580 from Fund balance 39000 (For Autopsy) Seconded by Mr. Robinson All Voted Yes.

Budget Amendment for Courthouse Jailhouse Maint.

Motion was made by Mr. Seamons to move \$15,000 to 112-51800-149 and \$1,100 to 112-51800-204 from 112-51800-166. Seconded by Mr. Chandler. All Voted Yes.

Budget Amendment for Ambulance Service Fund

Motion was made by Mr. Seamons to increase the revenue line 118-47401 by \$1,366.50 from the American rescue plan funds. Also increase Expenditure line 118-55130-131 by \$1000, 118-55130-201 by \$62.00, 118-55130-204 by \$70.00, 118-55130-210 by \$10.00, 118-55130-212 by \$14.50, and 118-55130-204 by \$210.00 Seconded by Mr. Chandler All Voted Yes.

Budget Amendment for Highway Department

Motion was made by Mr. Robinson to increase line 131-66000-210 by \$210.00 from 131-3900 (fund Balance) Seconded by Mr. Seamons All Voted Yes.

School Budget Meeting

School system will have a budget meeting on 1/19/22 at 5:30 in the high school Library to discuss the upcoming budget year and has ask the county commission to attend.

2022/2023 initial County budget hearing

2/7/22 at 10am in the mayor's conference room.

Solid Waste Fee Exemption

Several fee exemptions were presented to the committee for consideration.

Convenience center in Fall Creek Falls Utility District

911 tower on baker Mtn. Rd.

Pine Grove convenience center

Motion was made by Mr. Chandler to approve the exemption seconded by Mr. Robinson. All voted yes.

Adjourn

Motion was made by Mr. Robinson to Adjourn and seconded by Mr. Seamons.

Date: 12/20/2001

Name Van Buren Co. 911 Tower

Address P.O. Box 217

Account# 209215-107843

Send to Van Buren County Mayor 121 Taft Drive Spencer, TN 38585.

Caney Fork Electric or Fall Creek Falls Utility District (Please circle one)

I am submitting this letter of appeal to be excluded from the Solid Waste Fee of Van Buren County for the following reasons.

Van Buren County 911 tower

Signed: Jessica Guadi :Resident of Van Buren County

Date: 12/20/2021

Name Van Buren Co. District 1

Address P.O. Box 217

Account# 209683-110106

Send to Van Buren County Mayor 121 Taft Drive Spencer, TN 38585.

Caney Fork Electric or Fall Creek Falls Utility District (Please circle one)

I am submitting this letter of appeal to be excluded from the Solid Waste Fee of Van Buren County for the following reasons.

Van Buren Co. Convenient Center

Signed: Jessica Gustin :Resident of Van Buren
County

| | |
|------------------|------------------|
| ACCOUNT NUMBER: | 209215-107843 |
| CUSTOMER NAME: | VAN BUREN COUNTY |
| SERVICE ADDRESS: | BAKER MTN RD |
| DUE DATE: | Jan 02 2022 |



**Caney Fork
Electric Cooperative**
430 SPRING STREET
SPENCER, TN 38585

Your Touchstone Energy® Cooperative
The power of human connections®

This bill is now due and payable. Service may be disconnected without further notice if unpaid after past due date.

This office is not responsible for bills or payments lost in the mail.

| SERVICE | READING DATE | DAYS BILLED | PREVIOUS READING | CURRENT READING | MULTIPLIER | AMOUNT USED | AMOUNT |
|--|--------------|-------------|------------------|-----------------|------------|-------------|------------------------|
| ELECTRIC (KILOWATT HOURS) CLASS 41 - COMMERCIAL VAN BUREN SANITATION SALES TAX | Dec 05 2021 | 30 | 23278 | 23330 | | 52 | 34.38 18.00 2.41 |
| TOTAL CURRENT CHARGES | | | | | | | 54.79 |
| PAST DUE - BALANCE FORWARD | | | | | | | 0.00 |

| AMOUNT FROM PREVIOUS BILL | LATE CHARGES | PAYMENTS & ADJUSTMENTS | OTHER DEBITS/CREDITS | PAST DUE DISCONNECT | CURRENT CHARGES | NET AMOUNT DUE |
|---------------------------|--------------|------------------------|----------------------|---------------------|-----------------|----------------|
| 56.38 | 0.00 | -56.38 | 0.00 | 0.00 | 54.79 | 54.79 |

ACCT #: 209215-107843 METER #: 50604

COMPARE YOUR USAGE

| PERIOD | DAYS | KILOWATT HOURS USED | AVERAGE DAILY USAGE | ELECTRIC BILL | TAXES |
|------------|------|---------------------|---------------------|---------------|-------|
| CURRENT | 30 | 52 | 2 | 34.38 | 1.15 |
| LAST MONTH | 31 | 53 | 2 | 34.29 | 1.11 |
| YEAR AGO | 30 | 52 | 2 | 33.90 | 1.13 |

PLEASE DETACH AND RETURN LOWER PORTION IF PAYING BY MAIL



**Caney Fork
Electric Cooperative**
430 SPRING STREET
SPENCER, TN 38585

ADDRESS SERVICE REQUESTED

Your Touchstone Energy® Cooperative
The power of human connections®

C:08

R:127

| | |
|------------------------------------|---------------|
| METER NO.: | 50604 |
| CUSTOMER ACCOUNT NO.: | 209215-107843 |
| NET AMOUNT DUE: | 54.79 |
| DATE DUE FOR CURRENT CHARGES ONLY: | Jan 02, 2022 |
| LATE CHARGES: | 1.72 |
| AMOUNT DUE AFTER PAST DUE DATE: | 56.51 |



000001
VAN BUREN COUNTY
911 TOWER
PO BOX 217
SPENCER, TN 38585

Caney Fork
Electric Cooperative, Inc.
430 Spring St
Spencer, TN 38585-3026



| | |
|------------------|-------------------------|
| ACCOUNT NUMBER: | 209683-110106 |
| CUSTOMER NAME: | VAN BUREN CO DISTRICT 1 |
| SERVICE ADDRESS: | 326 PINE GROVE RD |
| DUE DATE: | Jan 02 2022 |



Your Touchstone Energy® Cooperative
The power of human connections®

This office is not responsible for bills or payments lost in the mail.

This bill is now due and payable. Service may be disconnected without further notice if unpaid after past due date.

| SERVICE | READING DATE | DAYS BILLED | PREVIOUS READING | CURRENT READING | MULTIPLIER | AMOUNT USED | AMOUNT |
|--|--------------|-------------|------------------|-----------------|------------|-------------|--------------------------|
| ELECTRIC (KILOWATT HOURS) CLASS 41 - COMMERCIAL VAN BUREN SANITATION SALES TAX | Dec 05 2021 | 30 | 4235 | 4268 | 40 | 1320 | 199.40 18.00 13.96 |
| TOTAL CURRENT CHARGES | | | | | | | 231.36 |
| PAST DUE - BALANCE FORWARD | | | | | | | 0.00 |

| AMOUNT FROM PREVIOUS BILL | LATE CHARGES | PAYMENTS & ADJUSTMENTS | OTHER DEBITS/CREDITS | PAST DUE DISCONNECT | CURRENT CHARGES | NET AMOUNT DUE |
|---------------------------|--------------|------------------------|----------------------|---------------------|-----------------|----------------|
| 101.08 | 0.00 | -101.08 | 0.00 | 0.00 | 231.36 | 231.36 |

DEMAND 8.480

ACCT #: 209683-110106 METER #: 92080

COMPARE YOUR USAGE

| PERIOD | DAYS | KILOWATT HOURS USED | AVERAGE DAILY USAGE | ELECTRIC BILL | |
|------------|------|---------------------|---------------------|---------------|------|
| CURRENT | 30 | 1320 | 44 | 199.40 | 6.65 |
| LAST MONTH | 31 | 400 | 13 | 74.63 | 2.41 |
| YEAR AGO | 30 | 1480 | 49 | 204.97 | 6.83 |

PLEASE DETACH AND RETURN LOWER PORTION IF PAYING BY MAIL



| | | |
|-------|------------------------------------|---------------|
| C:08 | METER NO.: | 92080 |
| R:127 | CUSTOMER ACCOUNT NO.: | 209683-110106 |
| | NET AMOUNT DUE: | 231.36 |
| | DATE DUE FOR CURRENT CHARGES ONLY: | Jan 02, 2022 |
| | LATE CHARGES: | 9.97 |
| | AMOUNT DUE AFTER PAST DUE DATE: | 241.33 |

000001
VAN BUREN CO DISTRICT 1
CONVENIENT CENTER
PO BOX 217
SPENCER, TN 38585

Caney Fork
Electric Cooperative, Inc.
430 Spring St
Spencer, TN 38585-3026



Committee A Co-Chairman Henry Seamons brought forward action that needs to be taken by the Full Commission from the December 29, 2021 Meeting.

Bid for Fire Department Insurance

Henry Seamons made a motion, second by David Chandler to approve the bid for VFIS the Steve Frost Agency for \$50,499.00 for Insurance for Van Buren County Fire Departments. **(Received 1 bid)**

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.
Proposal for Insurance bid as following:

Date: December 10, 2021

To: Van Buren County
121 Taft Drive
Spencer, TN 38585
Attn: Jessica Grissom

**“Insurance Bid for Van Buren County Fire
Department”**

This is a sealed Proposal for the insurance bid of the Van Buren
County Fire Department.

Proposal presented by: Brian Frost
VFIS/The Steve Frost Agency
PO Box 2499
313 E. Main St. Suite 3
Hendersonville, TN 37077
800-332-8347
615-824-6541
615-822-3677 – fax
bfrostvfris@aol.com



VFIS Premium Summary Page:

| | |
|--------------------------------|--------------------|
| Accident & Sickness | \$4,854.00 |
| General Liability | \$800.00 |
| Management Liability | \$365.00 |
| Property | \$9,461.00 |
| Portable Equipment | \$3,612.00 |
| Automobile | \$30,750.00 |

Total Annual Premium: \$50,499.00

Covered Departments:

**Van Buren County FD
Van Buren County EMA
Cedar Grove VFD
Fall Creek Falls VFD
Piney VFD
Rocky River VFD
Spencer VFD**



Bid for Employees Health Insurance

Henry Seamons made a motion, second by David Chandler to approve the bid for Health Insurance for employees from Sprouse Insurance at \$527.66 per employee. **(Received 1 bid)**

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed. **Health Insurance bid as following:**

Sprouse Insurance Group, LLC

P. O. Box 1977

Dunlap, Tn 37327

Phone 423-949-6026 Fax 423-949-5552

Email: Issig@bledsoe.net

Proposal for Health Insurance

Effective March 2022 for Van Buren County Government

December 16, 2021

The following proposal is based on current enrollment. A change in census would lower the premium, if younger employees are added.

The benefits (summary included) are the same as the current plan, except the deductible is increased from \$7150.00 to \$7200.00. The out-of-pocket maximum remains the same. The physician copay was previously \$10.00, but now will be \$0.

The renewal rates reflect a 1.2% decrease.

If you would like to explore the rates for different benefits, we will be happy to provide a new proposal.

If you have any questions related to this quote, feel free to contact us the number as listed above, or directly to Larry Sprouse 423-785-6914.

Thanks,

Sprouse Insurance Group, LLC

Group: Van Buren County Government

Group ID: 130393

Plan Information

Effective Date: 03/01/2022 Business Location: Van buren County Rating Area: 7
Benefit Date: 03/01/2022 Rep Name: David Lawson III Employees: 16
Network: Blue Network S COBRA: Yes with INL Members: 19

| Renewal Plan | Plan Description | Office Visit | PhysicianNow |
|-----------------|---------------------|---------------------|-----------------|
| Silver 130 | \$7,200/\$8,550/50% | \$35/\$75 | \$0 Copay |
| Urgent Care | IP Hospital | Emergency Room | |
| \$75 | Ded/CoIn | \$500 then Ded/CoIn | |
| Pharmacy | Rx Formulary | | Monthly Premium |
| \$10/\$75/\$150 | Essential | | \$8,891.71 |
| Current Plan | Plan Description | Office Visit | PhysicianNow |
| Silver 107 | \$7,150/\$8,550/50% | \$35/\$75 | \$10 Copay |
| Urgent Care | IP Hospital | Emergency Room | |
| \$75 | Ded/CoIn | Ded/CoIn | |
| Pharmacy | Rx Formulary | | |
| \$10/\$75/\$150 | Essential | | |

Composite Rate Information

| Tier | Counts | Current Rates | Renewal Rates |
|-----------------|--------|---------------|---------------|
| Employee Only | 15 | \$534.07 | \$527.66 |
| Employee/Spouse | 0 | \$1,068.15 | \$1,055.31 |
| Employee/Child | 1 | \$988.04 | \$976.16 |
| Family | 0 | \$1,522.11 | \$1,503.82 |

Monthly Premium: \$8,891.06
**Total Increase: -1.2%
Base Plan Increase: 6%
Demographic Increase: -1.8%

Commission Disclosure: The rates presented in this proposal include standard commissions, and may include additional compensation. If you have questions, please contact your broker or BCBST representative.

- EHB composite rate quotes should be submitted to the home office prior to the effective/renewal date. Composite rating may not be available for late submissions.
- Rates are not final until confirmed by BCBST home office.
- COBRA Admin charge of \$0.33 is included in the member rate.
- Benefit Administration Period is from January through December.
- This is not a grandfathered health plan, as permitted by the ACA.
- 50% of net eligible employees must be enrolled (employees w/ other coverage are excluded from the calculation)
- No minimum employer contribution required.
- Rates and benefits offered are based on employer attestation of group size, if provided. If employer attestation not provided, rates and benefits are based on the information provided during the prior calendar year.
- Although these plans qualify under current federal HSA legislation as high deductible health plans (HDHP's), some members may not be eligible to contribute to an HSA. BlueCross BlueShield of Tennessee does not act as an administrator of HSAs.
- BlueCross BlueShield of Tennessee is not engaged in rendering tax, investment or legal advice. Federal and state tax regulations are subject to change. If tax, investment, or legal advice is required, see the services of a licensed professional.
- MLR Survey Results: Small.
- BlueCross BlueShield of Tennessee assumes that your plan meets the requirements to be considered Minimum Essential Coverage. If this is not accurate, please inform us immediately. The Minimum Value (MV) statement included on this plan's SBC is based on proposed rules, the MV calculator on the CMS website, and benefits administered by BCBST. The determination of MV is ultimately an employer or plan sponsor responsibility. You may contact a third party such as an actuarial consulting firm for a review if you disagree with our indication.
- BLUECROSS BLUESHIELD OF TENNESSEE DOES NOT CONDUCT NONDISCRIMINATION TESTING REQUIRED PURSUANT TO IRS RULES.

** Total Increase: 1.00612 * 0.98198 = 0.98800 => -0.01200 (Subject to Rounding)

Essential Health Benefits: Yes Minimum Essential Coverage: Yes Minimum Value: Yes Status / Quote: Pending / 105

| Benefit Plan Features | Your Cost In-Network | Your Cost Out-Of-Network ¹ |
|--|---------------------------------------|---------------------------------------|
| Annual Deductible | | |
| Individual/Family | \$7,200 / \$14,400 | \$14,400 / \$28,800 |
| Annual Out-of-Pocket Maximum (Includes copays, coinsurance and deductibles) | | |
| Individual/Family | \$8,550 / \$17,100 | \$25,650 / \$51,300 |
| Covered Services | | |
| Preventive Care Services ¹¹ (See Page 3 for a list) | Covered at 100% | 50% after Deductible |
| Practitioner Office Services | | |
| Primary Care Office Visits ² | \$35 Copay | 50% after Deductible |
| Specialist Office Visits | \$75 Copay | 50% after Deductible |
| Office Surgery ^{4, 5, 6} | 50% after Deductible | 50% after Deductible |
| Routine Diagnostic Lab, X-Ray & Injections | Covered at 100% | 50% after Deductible |
| Advanced Radiological Imaging ^{3, 4, 7} | 50% after Deductible | 50% after Deductible |
| PhysicianNow | Covered at 100% | Not Covered |
| Services Received at a Facility (Includes professional and facility charges) | | |
| Inpatient Services ^{3, 5} | 50% after Deductible | 50% after Deductible |
| Outpatient Surgery ^{4, 5, 6} | 50% after Deductible | 50% after Deductible |
| Routine Diagnostic Services - Outpatient | Covered at 100% | 50% after Deductible |
| Advanced Radiological Imaging - Outpatient ^{3, 4, 7} | 50% after Deductible | 50% after Deductible |
| Other Outpatient Services ⁸ | 50% after Deductible | 50% after Deductible |
| Urgent Care Center Services | \$75 Copay | 50% after Deductible |
| Emergency Care Services ¹⁰ | \$500 Copay then 50% after Deductible | \$500 Copay then 50% after Deductible |
| Emergency Care Advanced Radiological Imaging ⁷ | 50% after Deductible | 50% after Deductible |
| Skilled Nursing & Rehabilitation Facility Services ^{3, 6} Limited to 60 days combined per annual benefit period | 50% after Deductible | 50% after Deductible |
| Medical Equipment ^{4, 8} | | |
| Durable Medical Equipment | 50% after Deductible | 50% after Deductible |
| Prosthetics or Orthotics | 50% after Deductible | 50% after Deductible |
| Hearing Aids ²⁰ | 50% after Deductible | 50% after Deductible |
| Behavioral Health Services | | |
| Inpatient: Unlimited days per annual benefit period ^{3, 5} | 50% after Deductible | 50% after Deductible |
| Outpatient: Unlimited days per annual benefit period ¹⁶ | \$35 Copay | 50% after Deductible |
| Therapy Services | | |
| Rehabilitative ^{4, 5, 9} & Habilitative ^{4, 5, 21} Limits apply; See footnotes | 50% after Deductible | 50% after Deductible |

BlueCross BlueShield of Tennessee Inc., an Independent Licensee of the BlueCross BlueShield Association

| Covered Services (continued) | | |
|--|----------------------|----------------------|
| Home Health Care Services 4, 5, 8, 21 | 50% after Deductible | 50% after Deductible |
| Hospice Services 5, 23 | Covered at 100% | 50% after Deductible |
| Ambulance Services 4 | 50% after Deductible | 50% after Deductible |
| Prescription Drugs 4, 11, 12, 14, 28, 34 | | |
| Prescription Contraceptives 18 | Covered at 100% | 50% after Deductible |
| Retail Network, Plus90 or Home Delivery Network 15 | | |
| Generic | \$10 Copay | 50% after Deductible |
| Preferred | \$75 Copay | 50% after Deductible |
| Non-Preferred | \$150 Copay | 50% after Deductible |
| Self-administered Specialty Drugs 17 | | |
| Specialty Pharmacy Network | \$300 Copay | Not Covered |
| Provider-administered Specialty Drugs 4, 17 | | |
| Specialty Pharmacy Network | \$300 Copay | Not Covered |

- Notes:**
- 1. Out-of-network benefits may be based on BlueCross BlueShield of Tennessee maximum allowable charge. You may be responsible for any unpaid billed charges for certain services received from out-of-network providers. For true emergency services received at an out-of-network hospital, items and services received from an out-of-network provider at an in-network hospital (unless you give certain providers written consent), or emergent and authorized air ambulance services, in-network benefits including deductible will apply up to the qualified payment amount, and the provider may not bill you for more than your in-network cost share.
 - 2. The lower copay applies to Family Medicine, General Practice, General Internal Medicine, OB/GYN, Pediatrics, and Behavioral Health services. The copay for Physician Assistants or Nurse Practitioners may be based on the provider type of the billing provider.
 - 3. Prior authorization is required.
 - 4. Certain procedures, services, medication and equipment may require prior authorization.
 - 5. If prior authorization is required but not obtained and services are medically necessary, when using network providers outside Tennessee for physician and outpatient services and all services from out-of-network providers, benefits will be reduced to 60%. If services are not medically necessary, no benefits will be provided.
 - 6. Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures and invasive diagnostic services (e.g. colonoscopy, sigmoidoscopy and endoscopy for non-preventive purposes).
 - 7. Includes CT scans, PET scans, MRIs, nuclear medicine and other similar technologies.
 - 8. Includes services such as chemotherapy, infusions, injections, radiation therapy and renal dialysis.
 - 9. Physical, speech, acupuncture, spinal manipulation and occupational therapies are limited to 20 visits per therapy type per annual benefit period. Cardiac and pulmonary rehabilitative therapies are limited to 36 visits per therapy type per annual benefit period.
 - 10. Copay, if applicable, waived if admitted to hospital.
 - 11. Visit www.bcbst.com/rx for the Essential Formulary which includes specialty drugs.
 - 12. Copay, if applicable, applied per prescription, up to a 30 day supply.
 - 13. Services include annual physical, childhood immunizations, recommended adult immunizations and vision and hearing screenings performed by the physician during the preventive health exam.
 - 14. Outpatient behavioral health benefits are determined by place of service. Benefits displayed are for services received in an office setting; separate benefits may apply for outpatient services received in an alternate setting.
 - 15. Your plan requires you to receive long-term medications in a 90 day supply from home delivery or at a retail pharmacy in the Plus90 Network. If You continue to refill a Prescription that a Practitioner will prescribe in a ninety (90) day supply at a non-Plus90 Retail Network Pharmacy after the third fill, Your claim will be denied. Visit www.bcbst.com/rx to find a list of pharmacies in the Plus90 Network.
 - 16. Certain prescription drugs are covered at 100% at network pharmacies, in accordance with the Preventive Services provision of the Affordable Care Act and are identified on the drug formulary with an "ACA" indicator. Visit www.bcbst.com/rx for the Essential Formulary.
 - 17. You have a distinct network for self-administered specialty drugs and provider-administered specialty drugs. To receive benefits, you must use a Specialty Pharmacy Network provider. Visit www.bcbst.com/rx for a list of providers in the Specialty Pharmacy Network. Self-administered specialty drugs are limited to a 30 day supply.
 - 18. If applicable, the office visit copay limit applies to office visits for medical and behavioral health conditions combined.
 - 19. If applicable, this plan provides copays for preventive care medications instead of having to meet your plan's deductible for certain prescription drugs. This list contains some of the most commonly prescribed preventive care drugs and is not all-inclusive. Visit www.bcbst.com/rx for the Essential Plus Formulary.
 - 20. A financial penalty may be applied if you choose a brand name drug when a generic equivalent is available. Please refer to your Evidence of Coverage (EOC) for specific information.
 - 21. Therapy Services - Habilitative: Physical, speech and occupational therapies are limited to 20 visits per therapy type per annual benefit period.
 - 22. Limited to 1 per car every 3 years.
 - 23. Inpatient Hospice requires prior authorization.
 - 24. If you receive financial assistance for a Covered Prescription Drug (e.g., a coupon) from a pharmaceutical manufacturer or other entity and a medically appropriate generic equivalent is available, we may not allow the amount of the financial assistance to apply toward your cost-sharing obligations under this EOC, such as your Deductible, or toward your Out-of-Pocket Maximum.

Limitations and Exclusions. These pages summarize the benefits of your health care plan. Your Evidence of Coverage (EOC) defines the full terms and conditions in greater detail. Should any questions arise concerning benefits, the EOC will govern. For a complete list of limitations and exclusions, please refer to your EOC.

Summary of Preventive Care Services Covered at 100%

In-network preventive care services that are covered with no member cost share include, but are not limited to:

- Primary care services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)
- Immunizations recommended by the Advisory Committee on Immunization Practices that have been adopted by the Centers for Disease Control and Prevention (CDC)
- Bright Futures recommendations for infants, children and adolescents that are supported by the Health Resources and Services Administration (HRSA)
- Preventive care and screening for women as provided in the guidelines supported by HRSA

The following preventive care services are covered (not an all-inclusive list).

Coverage of some services may depend on age and/or risk exposure.

All Members:

- One preventive health exam per annual benefit period; more frequent preventive exams are covered for children up to age 3
- All standard immunizations adopted by the CDC
- Screening for colorectal cancer (age 45 – 75), high cholesterol and lipids (age 45 and older for women; age 35 and older for men), high blood pressure, obesity, diabetes and depression (age 12 and older)
- Screening for lung cancer for adults (age 50 - 80) who have a 20 pack-year smoking history and either currently smoke or have quit within the past 15 years, per annual benefit period
- Screening for HIV and certain sexually transmitted diseases and counseling for the prevention of sexually transmitted diseases
- Screening and counseling in primary care setting for alcohol misuse and tobacco use; alcohol misuse and tobacco cessation counseling limited to 8 visits per type per annual benefit period
- Dietary counseling for adults with hyperlipidemia, hypertension, type 2 diabetes, obesity, coronary artery disease and/or congestive heart failure; limited to 12 visits per annual benefit period
- One retinopathy screening for diabetics per annual benefit period
- Hemoglobin (A1C) testing

Women:

- Well-woman visit, including annual sexually transmitted infection (STI) counseling and annual domestic violence screening & counseling per annual benefit period
 - Cervical Cancer Screening per annual benefit period
 - Screening of pregnant women for anemia, iron deficiency, bacteriuria, hepatitis B virus, Rh factor incompatibility, gestational diabetes
 - Breastfeeding support/counseling and supplies, including lactation support and counseling by a trained provider and one manual breast pump per pregnancy
 - Counseling women at high risk of breast cancer for chemoprevention, including risks and benefits
 - Mammography screening (age 40 and older) and genetic counseling and, if indicated after counseling, BRCA testing for BRCA breast cancer gene
 - Osteoporosis screening (age 60 and older)
 - HPV testing once every 3 years, beginning at age 30
 - FDA-approved contraceptive methods and counseling
- Medical plan: Injectable or implantable hormonal contraceptives and barrier methods, sterilization for women
Rx plan: Generic oral & injectable contraceptives, vaginal contraceptive, patch, prescription emergency contraception

Men:

- Prostate cancer screening (age 50 and older)
- One-time abdominal aortic aneurysm screening (age 65 – 75 for men who have ever smoked)

Children:

- Newborn screening for hearing, phenylketonuria (PKU), thyroid disease, sickle cell anemia and cystic fibrosis
- Development delays and autism screening
- Iron deficiency screening
- Vision screening

| Pediatric Dental ¹ | | |
|--|----------------------|---------------------------------------|
| Benefit Plan Features | Your Cost In-Network | Your Cost Out-Of-Network ¹ |
| Coverage A | | |
| Diagnostic and Preventive Services | | |
| Exams | No Member Cost Share | No Member Cost Share |
| Cleanings | | |
| X-rays | | |
| Coverage B | | |
| Basic Restorative Services | 20% | 20% |
| Basic Endodontics and Periodontics | | |
| Oral Surgery | | |
| Coverage C | | |
| Major Restorative and Prosthodontics | 50% | 50% |
| Major Endodontics and Periodontics | | |
| Implants | | |
| Coverage D (Requires Prior Authorization) | | |
| Medically Necessary Orthodontia | 50% after Deductible | 50% after Deductible |

| Pediatric Vision ² | | |
|---|----------------------|---------------------------------------|
| Benefit Plan Features | Your Cost In-Network | Your Cost Out-Of-Network ¹ |
| Exams³ | | |
| Comprehensive Eye Exam | No Member Cost Share | 40% |
| Contact Lens Fitting and Follow-up (Limited to two) | | |
| Frames⁴ | | |
| Designated available frame at provider location | No Member Cost Share | 40% |
| Standard Lenses (Glass or Plastic)^{5,6} | | |
| Single | | |
| Bifocal | No Member Cost Share | 40% |
| Trifocal | | |
| Lenticular | | |
| Standard Progressive | | |
| Lens Options^{5,6} | | |
| Standard Polycarbonate | | |
| UV Treatment | No Member Cost Share | 40% |
| Tint | | |
| Standard Plastic Scratch Coating | | |
| Photocromatic/Transitions Plastic | | |
| Contacts (Includes materials only)^{5,6} | | |
| Extended Wear/Extended Wear Disposables | No Member Cost Share | 40% |
| Daily Wear/Disposables | | |

Notes:

1. Out-of-network benefit payment based on maximum allowable charge. You are responsible for paying any amount exceeding the maximum allowable charge.
2. Coverage for members under age 19 only.
3. Vision Exams, eyeglass frames and lenses and contact lenses are covered once every annual benefit period. Prescription Sunglasses will be handled as any other lens.
4. Certain restrictions apply.

Limitations and Exclusions. These pages summarize the benefits of your health care plan. Your Evidence of Coverage (EOC) defines the full terms and conditions in greater detail. Should any questions arise concerning benefits, the EOC will govern. For a complete list of limitations and exclusions, please refer to your EOC.

Quote # 158 - Van Buren County Government

Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card (for TTY help, call 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbs.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

BlueCross BlueShield of Tennessee

An Independent Licensee of the BlueCross BlueShield Association

December 2, 2021

Van Buren County Government
500 College Street
Spencer, TN 38585

Group No: 130393
Current Plan Name: Silver 107S
New Plan Name: Silver 130S

Dear Group Administrator:

We appreciate your business and want to make you aware of upcoming changes to your health insurance policy from BlueCross BlueShield of Tennessee.

Your group health insurance coverage is coming up for renewal. **On March 1, 2022, your employees enrolled in Silver 107S will be automatically re-enrolled into Silver 130S.** The chart below compares your current plan's in-network cost-sharing benefits to those provided by the new plan.

| In-network Cost-Sharing Comparison | | |
|------------------------------------|-----------------|-----------------|
| Benefit | Current Plan | New Plan |
| Plan Name | Silver 107S | Silver 130S |
| Deductible | \$7,150 | \$7,200 |
| Out of Pocket Maximum | \$8,550 | \$8,550 |
| Coinsurance Percentage | 50% | 50% |
| Office Visit | \$35 | \$35 |
| PhysicianNow | \$10 | \$0 |
| Pharmacy | \$10/\$75/\$150 | \$10/\$75/\$150 |

In addition to cost-sharing changes, your new plan will also include:

- Protections implemented by a new federal law called the No Surprises Act. This law requires in-network cost-sharing to be applied in certain situations such as out-of-network emergency services, when a member receives services from an out-of-network provider at an in-network facility unless the member receives notice and grants consent for out-of-network treatment, and covered out-of-network air ambulance. The law also prohibits the provider from balance billing in these situations.
- Member Pays Difference (MPD). If your plan has a deductible/coinsurance pharmacy benefit, including deductible/coinsurance plans with preventive Rx, your plan is changing to MPD option D. With MPD D, for both prescription drugs and self-administered specialty drugs, if a member or the prescribing physician chooses a preferred brand drug or non-preferred brand drug when a generic drug equivalent is available, the member will be financially responsible for the non-preferred brand drug copay or coinsurance plus a penalty. The penalty is the difference between the cost of the preferred brand drug or non-preferred brand drug and the generic drug.

Where to find additional information about your group health plan. To review your new plan, see the 2022 Summary of Benefits and Coverage (SBC). The SBC explains important information about your coverage, including deductibles, copayments, and out-of-pocket limits, in a standard format that makes it easy for you to compare options.

If you choose to keep this plan, your monthly premium will be \$8891.71 starting March 1, 2022. This is an estimate based on your current enrollment in this plan. This amount may change based on actual enrollment.

You can also switch to any of our other available small group plans. **If you wish to switch to a different plan, you must notify us by March 1, 2022.** Otherwise, your employees will automatically be reenrolled in the Silver 130S plan described above.

You can renew your BlueCross health plan directly with us or with the help of an agent or broker. You can offer your employees a choice of plans through the Small Business Health Options Program (SHOP), where available. If you have fewer than 25 full-time-equivalent employees, you might qualify for a small business health care tax credit if you purchase SHOP coverage.

Questions?

- Contact your agent, broker or BlueCross account executive.
- Call BlueCross Single Point of Contact at 1-888-924-2271 between 8 a.m. and 6 p.m. Eastern time.
- Visit [HealthCare.gov/small-businesses](https://www.healthcare.gov/small-businesses) or call 1-800-706-7893 (TTY: 711) to learn more about SHOP plans.

Best in Health,

John Maki
Vice President Sales and Account Management
BlueCross BlueShield of Tennessee

BlueCross BlueShield of Tennessee complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.
BlueCross BlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association

HVAC and Remmi System for County Buildings

This is a bid to replace heating and air units plus adding the Remmi systems which is a filtration system to filter the air in County Buildings as following: The Administration Building, Burritt College, Library, and the Ag Learning Center. The monies will come from the Covid-19 funding. Henry Seamons made a motion, second by Bill Mosley to approve the bid of \$74,500.00 to J & M Heating and Cooling.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote.

Sanitation Stations

The Sanitation Stations will be paid for out of the Covid-19 money. Henry Seamons made a motion, second by David Chandler to approve the bid for X1 Safety in the amount of \$8,816.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. **(Bids as following)**



X1 Safety LLC
 1950 Barrett Drive
 Troy, MI 48084
 sales@x1safety.com
 https://x1safety.com/

Sales Quote

Page: 1

Sales Quote Number: Q000809
 Sales Quote Date: 11/23/2021

Quote Expires In 30 Days

Sell
 To: Heather Woodlee
 Heather Woodlee
 121 Taft Drive
 Spencer, 38585
 TN
 United States of America

Ship
 To: Heather Woodlee
 Heather Woodlee
 121 Taft Drive
 Spencer, 38585
 TN
 United States of America

| | | | |
|-----------------|--------------------------|-------------|-------------------|
| Tax Ident. Type | Legal Entity | Customer ID | C000611 |
| Ship Via | | SalesPerson | Philip Carmichael |
| Terms | Cash/Collect on Delivery | | |

| Item No. | Description | Unit | Quantity | Unit Price | Total Price |
|----------|--|------|----------|------------|-------------|
| ACSS02 | AeroCleanse Hand Sanitizer Stand 1 Gal | Each | 40 | 185.00 | 7,400.00 |
| ACG3785 | Hand Sanitizer Gel - 70% Alcohol Antiseptic in 1 Gallon Bottles with Cap or Pump Top - Made in USA - Freight Paid USA Made Product | Each | 80 | 17.70 | 1,416.00 |

Amount Subject to Sales Tax 0
 Amount Exempt from Sales Tax 8,816.00

| | |
|-------------------|-----------------|
| Subtotal: | 8816 |
| Invoice Discount: | 0.00 |
| Total Sales Tax: | 0.00 |
| Total: | 8,816.00 |

Fw: Bid Submission for #11424683 Hand Sanitizer Stations and Gallons | Stand Up Stations

Greg Wilson <mayorgwilson@outlook.com>

Thu 12/9/2021 7:55 AM

To: heather woodlee <heather.woodlee@outlook.com>

1 attachments (1 MB)

Hand Sanitizer Stands & Gallons - Info.pdf

From: Colby Bowles <colby@standupstations.com>

Sent: Wednesday, December 8, 2021 3:57 PM

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

Subject: Bid Submission for #11424683 Hand Sanitizer Stations and Gallons | Stand Up Stations

Good afternoon, Greg.

My name is Colby Bowles and I'm with a company called [Stand Up Stations](#), a Dallas-based manufacturer and supplier of hand sanitizer stands and dispensers, hand sanitizer, face masks, and other PPE supplies.

I wanted to provide more information as part of our submission for your bid of 40 Touchless Hand Sanitizing Stations with 80 gallons of Hand Sanitizer. I've attached a brief product guide with more information on our hand sanitizer stands and hand sanitizer gallons.

Pricing:

- **\$80 per hand sanitizer station** (option of spray, gel, or foam nozzle)
- **\$22 per gallon hand sanitizer** (option of liquid, gel, or foam hand sanitizer)

Shipping cost is included in the prices above!

Please let me know if you have any questions or if I can provide you with any further information.

Thank you,

Colby Bowles

[Stand Up Stations](#)

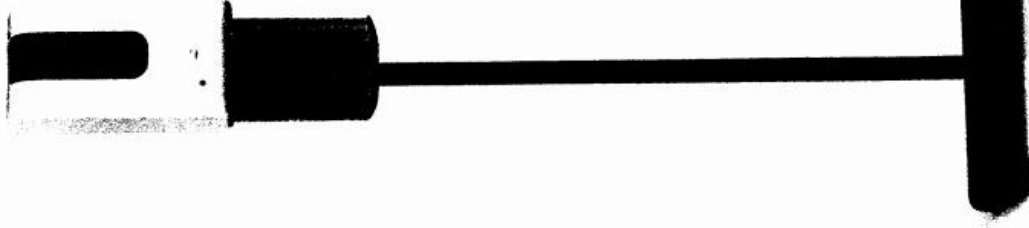
901-827-6313 | colby@standupstations.com

Economy Sanitizer Station

- Touchless, automatic hand sanitizer dispenser
- 12 lb lightweight floor stand
- Tools and drip tray included
- Ideal for classrooms, offices, and libraries

SPECS

| | |
|--------------------|--|
| Width | 13" |
| Depth | 11.5" |
| Height | 45" |
| Stand Color | Black |
| Dispenser Color | White or Black |
| Dispenser Type | Automatic |
| Dispenser Capacity | 1200mL |
| Dispenser Power | 4 C batteries or 6V, 1A adapter (not included) |
| Material | ABS Plastic Dispenser & Metal Stand |
| Orientation | Vertical |
| GTIN | 00860004351504 |
| Use | Indoor Only |



\$80/station

TOUCHLESS DISPENSER

Includes an infrared sensor for fully automatic operation.

REFILLABLE RESERVOIR

Large 1200 mL universal dispenser works with most liquid/gel hand sanitizer.

GEL, SPRAY OR FOAM

Choose gel nozzle (gel sanitizer) or spray nozzle (liquid sanitizer) or foam nozzle (foam sanitizer).

POWER

Battery-operated or adapter plug (not included).

SECURITY

Secure lock to help prevent tampering and an On/Off button.

EASY ASSEMBLY

All tools included for quick setup.



AVAILABLE
WITH BLACK
DISPENSER



STANDUPSTATIONS.COM

800-413-9490

Hand Sanitizer Gallons

\$22/gallon

- Made and bottled in Dallas, Texas
- Available in: 2oz., 1/2 Gallon, and 1 Gallon sizes
- Spray and pump nozzles available
- 70% ethyl alcohol
- FDA-approved formula with aloe & vitamin E



SPECS

| | |
|----------------------|---|
| Active Ingredient | Ethanol 70% v/v (Alcohol) |
| Inactive Ingredients | GEL: Aloe Vera Leaf Juice, Fragrance Oil, Glycerin, Isopropyl Alcohol, Parabenis, Propylene Glycol, Tocopheryl Acetate (Vitamin E), Triethanolamine, Water (Aqua) |
| Inactive Ingredients | LIQUID SPRAY: Aloe Vera Leaf Juice, Fragrance Oil, Glycerin, Isopropyl Alcohol, Parthenol, Propylene Glycol, Tocopheryl Acetate (Vitamin E), Water (Aqua) |
| Bulk Density | 7.02 lbs/gal |
| pH, Concentrate | 7.0-8.5 |

WARNING: Do not ingest. If used improperly, this product may cause irritation to the skin and eyes. Please request SDS Sheet for more detailed safety information.

STANDUPSTATIONS.COM

800-413-9490



STAND UP STATIONS
A CORAL VPC COMPANY



QUESTEVENTS
 2591 Dallas Parkway Frisco, TX 75034
 (877) 783-7888 info@questevents.com

RENTAL QUOTE
 #46049

Dated: 11/30/2021
 Salesperson: Leah Wean

| | |
|--|---|
| Client: Van Buren County Mayor's Office | Event Name: Van Buren County Mayor's Office - Hand Sanitizer Stations |
| Billing: 121 Taft Drive Spencer, Tennessee 38585 | Delivery: 2/1/2022 |
| PO #: | |
| Terms: COD | Venue: Van Buren County Mayor's Office - 121 Taft Drive Spencer, Tennessee 38585 |
| Ordered By: Heather Woodlee | |
| Site Contact: Heather Woodlee (931) 946-2314 | |

**** QUOTE NOTE:** Drape and Scenic products are NQT held in reserve until an order confirmation and/or payment is received. **

Products and Services: *(Labor & Freight Charges are Estimates Only)*

| Quantity | Description | Rate | Price | Extended | Subtotal |
|-------------------|---|--------|----------|-------------|--------------------|
| 40 | Custom Sale: Hand Sanitizer Station: (Black/Alum) <i>(20"Wx16"Dx57"H) *Sanitizer bottle good for 1500 dispenses*</i> | 1 Sale | \$399.00 | \$15,960.00 | \$15,960.00 |
| 40 | Hand Sanitizer (Replacement Bottle) <i>*1500 dispenses*</i> | 1 Sale | \$52.50 | \$2,100.00 | \$2,100.00 |
| Sub-Total: | | | | | \$18,060.00 |

| Delivery/Misc | | Price | Subtotal |
|-----------------------------|--------------|------------|-------------------|
| Quantity | Description | | |
| 1 | Delivery Fee | \$1,000.00 | \$1,000.00 |
| Delivery/Misc Total: | | | \$1,000.00 |

| | |
|-------------------|--------------------|
| Product Total: | \$18,060.00 |
| Labor: | \$0.00 |
| Delivery/Misc: | \$1,000.00 |
| Maintenance Fee: | \$0.00 |
| Tax: | \$0.00 |
| Job Total: | \$19,060.00 |



TERMS & CONDITIONS

Job #: 46049

EQUIPMENT DAMAGE AND LIABILITY

A non-refundable 4% Maintenance Fee is charged on all rental items. Sale items are excluded. This is a cost associated with renting our equipment therefore it is not refundable, nor will it be waived. This fee allows for the prompt repair of rental items that are returned with minor damage due to accidental incidents (examples: small tears, spots on drape panels). Customer is fully responsible and liable for any loss or excessive damage for the duration of the rental, regardless if done by others. Loss and/or damage fees are in addition to rental charges. Damage and Loss charges can far exceed the cost of the rental. Valuation of Damage can take up to (5) business days. Customer agrees to promptly pay assessed damage and/or loss charges and in the event of non-payment the renter agrees to pay any collection costs incurred to collect the amount due including reasonable attorney and court fees. Customer shall take these recommended steps to minimize and/or avoid Damages and Loss:

- * Keep drape and equipment away from liquids, tape, flame, wind, heat, and other hazardous materials and/ or conditions
- * Do Not alter equipment installed professionally by Quest Events employees
- * Store and Transport drape and equipment by standard industry practices

DEPOSIT REQUIREMENTS

A 50% deposit is required on all bookings that exceed \$5,000 as well as for any custom order. Deposits may also be assessed on bookings that require additional labor, freight, travel, material, and/or other pre-paid expenses.

CANCELLATION FEES

If Customer cancels the rental of Equipment (excluding furniture, custom fabric and specialty drapery orders) or other Services that has been confirmed by Quest Events more than 72 hours prior to the contracted delivery date, no cancellation charges shall apply. If Customer cancels the rental of Equipment (excluding furniture, custom fabric and specialty drapery orders) or other Services that has been confirmed by Quest Events within 72 hours, but more than 24 hours, prior to the contracted delivery date, the Customer will be charged a cancellation fee equal to 25% of the total quoted rental fees. If Customer cancels the rental of Equipment (excluding furniture, custom fabric and specialty drapery orders) or other Services that has been confirmed by Quest Events within 24 hours prior to the delivery date, the Customer will be charged a cancellation fee equal to 50% of the total quoted rental fees. Regarding furniture rentals, custom fabric and specialty drapery orders, due to the nature of the planning, prepping and shipping of furniture items, custom fabric and specialty drapery orders, the cancellation fees for Equipment that is furniture, custom fabric and specialty drapery orders will apply as follows: if the Customer cancels the rental of Equipment that is furniture, custom fabric and specialty drapery orders that has been confirmed by Quest Events within 30 days of the delivery date, the Customer will be charged an additional cancellation fee equal to 25% of the rental fees quoted for such furniture, custom fabric and specialty drapery orders; if the Customer cancels the rental of Equipment that is furniture, custom fabric and specialty drapery orders that has been confirmed by Quest Events within 14 days of the delivery date, the Customer will be charged an additional cancellation fee equal to 50% of the rental fees quoted for such furniture, custom fabric and specialty drapery orders. Notwithstanding any of the foregoing, any cancellations on custom printed or manufactured Equipment that has been confirmed by Quest Events will result in a cancellation fee charged to Customer in the amount of 100% of the quoted rental fees regardless of the time of such cancellation.

REVIEW AND ACCEPTANCE OF TERMS & CONDITIONS

The Terms & Conditions governing this Order can be found at:
WWW.QUESTEVENTS.COM/TERMS-AND-CONDITIONS

As evidenced by the signature of an authorized representative of Customer below, Customer acknowledges and agrees that this Order and Customer's acceptance of this Order are expressly subject to the Terms & Conditions set forth at WWW.QUESTEVENTS.COM/TERMS-AND-CONDITIONS, which Customer has read, understands, and accepts.

Accepted By: _____ Title: _____

Printed Name: _____ Date: _____

Quest Events Rep: _____ Time: _____

| | |
|-------------------|--------------------|
| Product: | \$18,060.00 |
| Discount: | \$0.00 |
| Labor: | \$0.00 |
| Delivery/Misc: | \$1,000.00 |
| Maintenance Fee: | \$0.00 |
| Sub-Total: | \$19060.00 |
| Tax: | \$0.00 |
| Job Total: | \$19,060.00 |

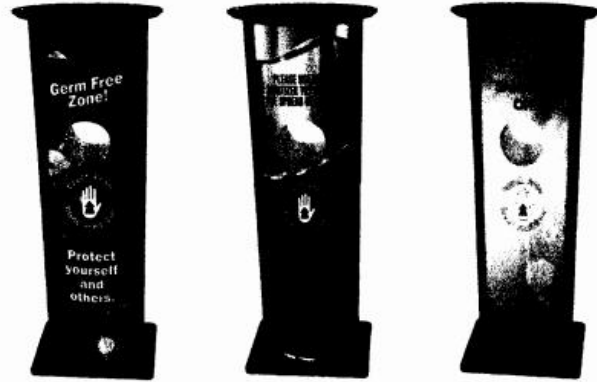


RETAIL, RESTAURANT, THEATER & ARENA SANITIZER STATIONS

Complete hand sanitizer stations are now available for rent or purchase as your facility reopens!

FEATURES & CAPABILITIES:

- Two-sided 20"W x 57.5"H x 14"D structure features customizable panels that can easily be switched out, providing a multi-message, dual-purpose offering
- Outdoor hardware kit available upon request, safely fastens units to outdoor surfaces
- Finished powder-coated trim stays clean from fingerprints
- Refillable dispenser includes (1) bottle of disinfectant, providing 1,500 pumps per bottle (additional bottles available for purchase upon request). Foam disinfectant solution* is free from perfumes and dyes, and has a moisturizing element to prevent skin dryness
- No minimum order required
- DIY artwork can be submitted with our guided instructions, add a custom logo to one of (3) standard templates or create a design from scratch with our in-house designer.



(3) standard template options available, rentals only



*Sanitizing solution is flammable, & can cause irritation to the skin and eyes. Use with caution. For more information about our nationwide event rental solutions, visit questevents.com

COMMON APPLICATIONS

- COVID-19 Directional Signage & Procedures
- Product Launch or Special
- Special Hours of Operation & Contact Information
- Upcoming Shows, Events or Special Screenings
- Limited, Seasonal or Weekend Menu
- Event Merchandise Sales
- VIP Check-In Requirements (id, purchase confirmation, etc.)
- Closed for Cleaning Messaging
- Sponsor Messaging
- Customer Thank-You Messaging

Remmi at Church Buildings

This is also part of the Covid-19 money. The Commission wanted to add the Remmi Filtrations System to the 29 Churches in the County. Henry Seamons made a motion, second by Bill Mosley to approve the bid from J & M Heating and Cooling for \$18,500.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed. **Bids as following:**



J&M (931) 256-6519
Heating & Cooling

Locally Owned & Operated



VETERAN
 OWNED BUSINESS

NAME: Van Buren County

STREET:

CITY:

PHONE (HOME):

PHONE (WORK):

TECHNICIAN:

WORK TO BE PERFORMED:

BID

DESCRIPTION OF WORK PERFORMED

Approved Church - (30)

-Install Rene Hub W Light System

| | |
|----------------------|---------------|
| MAKE | |
| MODEL | |
| SERIAL NUMBER | |
| MAKE | |
| MODEL | |
| SERIAL NUMBER | |
| CONDENSER UNIT | |
| CLEANED COIL | |
| CHECKED CHARGE | |
| REPAIRED WIRING | |
| REPLACED CONDENSOR | |
| EVAPORATOR COIL | |
| REPLACE TXV | |
| ADJ. TXV | |
| REPAIRED LEAK | |
| CLEANED COIL | |
| CONDENSATE DRAIN | |
| CLEAN MAIN DRAIN | |
| REPAIR MAIN DRAIN | |
| CLEAN PAN DRAIN | |
| REPAIR PAN DRAIN | |
| TOTAL SUMMARY | |
| TOTAL MATR. | |
| TOTAL LABOR | |
| Recovery | |
| MISC | |
| TRAVEL CHARGE | |
| TAX | |
| SUB TOTAL | |
| TOTAL | 18,500 |

RECOMMENDATIONS

PAYMENT METHOD:

TERMS:

I have authority to order the work above which has been satisfactorily completed. I agree that seller retains title to equipment/materials until final payment is made. If payment is not made as agreed seller can remove equipment/materials at Seller's expense. Any damage resulting from said removal shall be the responsibility of the Buyer.

INVOICE #

SIGNATURE:

DATE: 12/10/21

MARK'S

HEATING & AIR CONDITIONING

318 Aqua Way | Sparta, TN 38583
931-510-6684

P.O. Number 931-946-2314 Date 12-27 2021
 Name Van Buren County Mayors Office
 Address 121 Taft Drive
 City Spencer State TN Zip 38555

| QUAN. | DESCRIPTION | PRICE | AMOUNT |
|-------|---|---------------------------|----------------------|
| | Reme-Halo Filtration Systems for 29 churches inside of Van Buren County One in each church | | |
| | REF Reme Halo Induct Air purifiers | 889 ⁰⁰ each | |
| 29 | | | 25,781 ⁰⁰ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Rec'd by: _____

Budget Amendment for General Fund

Henry Seamons made a motion, second by Robert Van Winkle to increase line 101-54610-599 to \$11,580.00 from Fund Balance 3900 (for Autopsy)

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Budget Amendment as following:

Van Buren Co. Executive General Fund
2021-2022 Budget Amendments Fund 101

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|--|-------------|--------------|--------------|
| 54610 | 599 | Medical Examiner <i>We have \$1313.85 left in fund and have a po for another autopsy.</i> | Autopsies | | \$ 11,580.00 |
| 39000 | | Fund Balace | | \$ 11,580.00 | |
| | | | Total | \$ 11,580.00 | \$ 11,580.00 |

Budget Amendment for Courthouse Jailhouse Maint.

Henry Seamons made a motion, second by Robert Van Winkle to approve to move \$15,000.00 to 112-51800-149 and \$1,100.00 to 112-51800-204 from 112-51800-166.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Budget Amendment as following:

**Van Buren Co. Executive
2021-2022 Budget Amendments**

**Courthouse and Jail Maint
Fund 112**

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|---------------------|-------------|--------------|--------------|
| 51800 | 149 | Laborers | | | \$ 15,000.00 |
| | 204 | Retirement | | | 1100 |
| | 166 | Custodial Personnel | | \$ 16,100.00 | |
| | | | Total | \$ 16,100.00 | \$ 16,100.00 |

112 COURTHOUSE & JAIL MAINTENANCE
General Ledger Detail Listing
DECEMBER 31, 2021

| Fnd-Funct-Obj-Fnd-Centr-Obj | Sub Cost Sub | Budget/Beg Bal | Activity | Balance | Encumbered | Unencumbered | Percent |
|-----------------------------|--------------|----------------|-----------|------------|------------|--------------|---------|
| 112-51800-149 | | 41,946.00- | 25,985.85 | 15,960.15- | 0.00 | 15,960.15- | 61.95 |
| 112-51800-166 | | 17,600.00- | 0.00 | 17,600.00- | 0.00 | 17,600.00- | 0.00 |
| 112-51800-201 | | 4,135.00- | 1,500.52 | 2,634.48- | 0.00 | 2,634.48- | 36.29 |
| 112-51800-204 | | 2,870.00- | 1,819.01 | 1,050.99- | 0.00 | 1,050.99- | 63.38 |
| 112-51800-210 | | 345.00- | 8.75 | 336.25- | 0.00 | 336.25- | 2.54 |
| 112-51800-212 | | 965.50- | 350.92 | 614.58- | 0.00 | 614.58- | 36.35 |
| 112-51800-335 | | 2,500.00- | 461.48 | 2,038.52- | 0.00 | 2,038.52- | 18.46 |
| 112-51800-338 | | 2,500.00- | 393.91 | 2,106.09- | 0.00 | 2,106.09- | 15.76 |
| 112-51800-425 | | 5,000.00- | 3,176.88 | 1,823.12- | 0.00 | 1,823.12- | 63.54 |
| Total EXPENDITURES | | 77,861.50- | 33,697.32 | 44,164.18- | 0.00 | 44,164.18- | 43.28 |
| Total COURTHOUSE & JAIL M | | 77,861.50- | 33,697.32 | 44,164.18- | 0.00 | 44,164.18- | 43.28 |

Beginning: G/L Month Fnd-Funct-Obj-Fnd-Centr-Obj
 112-51800-100-
 Ending: DECEMBER 12 2021 112-51800-999-ZZZ-ZZZZZ-ZZZ
 * End of Report: VAN BUREN CO EXECUTIVE *

13 payrolls left
 Don 1750 = 18,200.00
 Shannon 12/hr = 12,480.00
 Add 1100 to retirement
 30680.00
 SS = 1903.14 ✓
 Ret = 2147.00 ✓
 Unem = 306.80 ✓
 Medicar = 444.86 ✓

Budget Amendment for Ambulance Service Fund

This amendment is for an employee at the Ambulance Service that was off on leave during the Covid-19 bonus for County Employees. Henry Seamons made a motion, second by David Chandler to approve to increase revenue line 118-47401 by \$1,366.50 from the American Rescue plan funds. Also increase Expenditure line 118-55130-131 by \$1,000.00, 118-55130-201 by \$62.00, 118-55130-204 by \$70.00, 118-55130-210 by \$10.00, 118-55130-212 by \$14.50, and 118-55130-204 by \$210.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Budget Amendment as following:

Van Buren Co. Executive **Ambulance Service**
2021-2022 Budget Amendments **Fund 118**

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|----------------------|-------------|-------------|-------------|
| 47401 | | American Rescue Plan | | \$ 1,156.50 | |
| 47401 | | American Rescue Plan | | \$ 210.00 | |
| 39000 | | Fund Balance | | | \$ 1,366.50 |
| | | | Total | \$ 1,366.50 | \$ 1,366.50 |

Van Buren Co. Executive Ambulance Service
2021-2022 Budget Amendments Fund 118

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|-------------------|--------------|--------------------|--------------------|
| 55130 | 131 | Medical Personnel | | | \$ 1,000.00 |
| | 201 | Social Security | | | \$ 62.00 |
| | 204 | Retirement | | | \$ 70.00 |
| | 210 | Unemployment | | | \$ 10.00 |
| | 212 | Medicare | | | \$ 14.50 |
| 55130 | 204 | Retirement | | | \$ 210.00 |
| 39000 | | Fund Balance | | \$ 1,366.50 | |
| | | | Total | \$ 1,366.50 | \$ 1,366.50 |

Budget Amendment for Highway Department

Henry Seamons made a motion, second by Robert Van Winkle to approve to increase line 131-66000-210 by \$210.00 from 131-3900 (fund balance)

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Budget Amendment as following:

Van Buren Co. Executive **Highway Dept**
2021-2022 Budget Amendments **Fund 131**

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|-------------|-------------|-----------|-----------|
| 66000 | 210 | Retirement | | | \$ 210.00 |
| 39000 | | Fund Balace | | \$ 210.00 | |
| | | | Total | \$ 210.00 | \$ 210.00 |

Committee B Report

**Committee B meeting
December 13 @ 5:00 p.m.**

Members present: Joey, Michael, Bill, Terry, Brian.

Also present: Mayor Wilson, Melissa Harmon and several Citizens.

One Item was on the agenda.

Melissa Harmon presented the committee with two options for marketing the BDS property for sale by the County.

Option 1 was cut off 2 acers from the property and market only the 14.43 acers and the County would retain the 2 acers with the buildings and transfer station. She suggested price for the Property alone without the buildings and transfer station would be \$125,000.

Option 2 would be to gain a right of way to the property from Highway 111 and offer a fix for the hole that would be left in the concrete pad when the compactor is removed and market the entire property for \$289,000.

After discussion the members felt option 2 would be the best with the exception to market the property for \$299,000 in the current market due to high demand for property.

Motion was made by Michael, Second by Terry. Roll call vote was taken, and all members voted in favor.

With no new or old business motion was made by Michael, seconded by Terry to adjourn. All members voted yes.

Chairman of the Full Commission Joey Grissom brought forward action that needs to be taken by the Full Commission from the Committee B Meeting on December 13, 2021.

County Owned Property (Old site of BDS)

Melissa Harmon presented to the Full Commission her two options and recommendation for marketing the BDS property for sale by the County. The Property is for sale in the amount of \$299,000.00. Mrs. Harmon has had 3 bids on the property. One of the bids withdrew right before the meeting leaving one in the amount of \$160,000.00 and the 2nd at \$150,000.00. Mrs. Harmon recommends that the Commission make a counter offer with a deadline attached. After much discussion on this matter the Commission decided to send this back to Committee B for discussion on Tuesday January 25, 2022.

Appointment of Gene Brock as County Historian

David Chandler made a motion, second by Bill Mosley to appoint Gene Brock as County Historian. All agreed by voice vote. Motion passed.

Appointment of Joe Chandler to the County Heritage/Historical Committee

Mickey Robinson made a motion, second by David Chandler to appoint Joe Chandler to the County Heritage/Historical Committee. All approved by voice vote. Motion passed.

BLTV Franchise Agreement

David Chandler made a motion, second by Terry Hickey to approve this Agreement/Resolution.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Henry Seamons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Resolution as following:

**VOLUNTEER WIRELESS, LLC.
d/b/aBLTV
FRANCHISE AGREEMENT**

Resolution 472

WHEREAS, Volunteer Wireless, LLC. d/b/a BLTV has requested a franchise renewal to own and operate a cable television system in Van Buren County, Tennessee; and

WHEREAS, the Cable Television Act of 1977 enacted by the Tennessee Legislature, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, enacted by the Congress of the United States provide that each operator of a cable television system must have a franchise issued in order to provide cable television service within a jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the County Commission of Van Buren County, Tennessee, adopt the following resolution:

Section 1

DEFINITIONS

For the purpose of this Resolution, the following terms, phrases, words, and their derivations shall have the meanings given herein, unless the context clearly indicates that another meaning is intended. The word "shall" is always mandatory, and not merely directory:

- A. **County** - "County" shall mean the County of Van Buren.
- B. **State**. "State" shall mean the State of Tennessee.
- C. **County Mayor**. "County Mayor" shall mean the existing or succeeding Chief

Executive Officer of the County, or his/her designee.

D. **County Commission; Commission**. "County Commission" or "Commission" shall mean the present governing body of the County or any successor to the legislative powers of the present County Commission.

E. **County Clerk**. "County Clerk" shall mean the existing or succeeding Clerk of the County Commission of Van Buren County, Tennessee.

F. **Franchise.** "Franchise" shall mean the permission, license or authorization given hereunder to construct, operate and maintain a Cable Television System in the Unincorporated County.

G. **Franchisee.** "Franchisee" shall mean Volunteer Wireless, LLC. d/b/a BLTV or any successors, transferees or assignees of such Franchisee.

H. **Cable Act.** "Cable Act" shall mean the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

I. **Federal Communications Commission; FCC.** "Federal Communications Commission" or "FCC" shall mean that administrative agency of the Federal government responsible for cable television regulation on a national level, or its lawful successor.

J. **Cable Television System.** "Cable Television System" means (i) a system of coaxial cables, fiber optic cables, or other electrical conductors and equipment used or to be used primarily to receive or transmit video programming, radio signals, or other programming, originated directly or indirectly or taken off the air, from a broadcast tower, towers, or satellite, and to transmit them to the subscribers for a fee and (ii) subscriber interaction, if any, which is required for the selection of such video programming or other programming service. "Cable System" shall not include telephone service or internet access services.

K. **NEC.** "NEC" shall mean the National Electric Code.

L. **NESC.** "NESC" shall mean the National Electric Safety Code.

M. **Application.** "Application" shall include all written communications, in whatever form, made by the Franchisee to the County concerning the construction, rendition of services, maintenance, or any other matter pertaining to the Cable Television System contemplated herein.

N. **Person.** "Person" shall mean any person, firm, partnership, association, corporation, Franchisee or organization of any kind.

O. **Subscriber.** "Subscriber" shall mean a purchaser of any service delivered over the system to an individual dwelling unit or of service to be utilized in connection with a business, trade or profession.

P. **Resolution.** "Resolution" as used herein shall include this Resolution and as the same from time to time may be amended.

Q. **Gross Annual Revenues.** "Gross Annual Revenues" shall mean all compensation derived directly and indirectly by the Franchisee, or its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Resolution, including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other cable television service receipts, gross annual advertising receipts, installation and reconnection fees, and converter and other equipment rentals, and expanded basic service tiers, pay-per-view, equipment sales, late fees, and compensation derived from programmers for the launch of new services, provided, however, that this shall not include any taxes on services furnished by the Franchisee herein, imposed directly upon subscriber or user by the State, County or other governmental entity and collected by the Franchisee on behalf of said governmental unit. Amounts deemed to be uncollectible and charged to the uncollectible reserve shall be considered in the calculation of the franchise fee.

R. **Street.** "Street" shall mean the surface of and the space above and between any public street, road, highway, freeway, lane, path, public way or place, alley, court, sidewalk, boulevard, parkway, drive or other easement now or hereafter held by the County for the purpose of public travel and shall include such other easements or rights-of-way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle the County

and its Franchisee to the use thereof for the purpose of installing or transmitting Cable Television System transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Cable Television System.

S. **Franchise Area.** "Franchise Area" is the present territorial limits of Van Buren County, Tennessee, and for any area henceforth added thereto during the term of this Franchise.

Section 2

FRANCHISE AGREEMENT

There is hereby granted to Volunteer Wireless, LLC. d/b/a BLTV, by the County of Van Buren, and the County Mayor and the Van Buren County Commission is hereby authorized to execute a contract providing for, the right, privilege and Franchise to construct, operate, maintain and upgrade a Cable Television System within the franchise area as herein defined, for a period of fifteen (15) years from the effective date of the contract with the County based on this Resolution, subject to the conditions and restrictions as hereinafter provided. Said contract may be renewed by the County for subsequent additional ten (10) year periods if such renewal is made in writing and in compliance with applicable state and federal laws.

Section 3.

AUTHORITY NOT EXCLUSIVE

A. The right to use and occupy said franchise area is defined in Section I herein for the purposes herein set forth shall not be exclusive, and the County reserves the right to grant a similar use of said franchise area to any person or entity at any time during the period of this Franchise, in accordance with Title 7, Chapter 59, Part 201 of the Tennessee Code Annotated and other applicable federal and state law and guidelines.

B. If any other person enters into a substantially similar franchise agreement with the County that includes terms or provisions that are more favorable to that person than the terms hereof or are in addition to the terms hereof, those terms or provisions shall be added, at the option of the Franchisee, to this franchise, and the County shall be bound and obligated thereby as if such term(s) and/or provisions were set forth and fully included herein.

Section 4

GRANT TO USE STREETS

A. The County grants to Franchisee, its successors and assigns, the right to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the County of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals, as may be deemed appropriate by Franchisee, upon the limitations, terms and condition contained in this Resolution, as the same may be from time to time amended, and such right and franchise shall be fifteen (15) years in duration, subject only to such limitations as are now or as hereinafter may be provided by law.

B. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the County has previously granted and hereby reserves the right to grant a similar use of said streets, alleys, public ways, and places to any person at any time during the period of this franchise.

C. In consideration of the rights granted, the County has the right to fasten, suspend, and maintain on the poles of the Franchisee, its successors and assigns, all wire the County requires for fire alarm and police purposes.

Section 5

CONDITIONS OF STREET OCCUPANCY

A. All poles, lines, guys, cables, conduit, wires, or other appurtenances and appendages thereto used by the Franchisee under, along, over or across any streets, avenues, roads, alleys, bridges and other public ways of the County shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable conveniences of property owners who adjoin any of the said streets, alleys or other public ways and places.

B. In case of any disturbance by the Franchisee of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense and in a manner approved by the Administrator or Superintendent of Roads, replace and restore all paving, sidewalk, driveway or surface of any street or alleys disturbed, in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of one (1) year, except for damages due to actions of others subsequent to the restoration. However, should Franchisee fail to do so after thirty (30) calendar days' notice in writing to said Franchisee by the County Executive or his designate of said County, the County may repair and replace such portions of the sidewalk or street or other public places that may have been disturbed by said Franchisee and the cost of the same plus a sum equal to fifteen percent (15%) of said cost to defray administration and engineering costs shall be paid by the Franchisee to the County.

C. Whenever any person obtains permission from the County to move any building or structure, Franchisee shall, upon five (5) days written notice, raise or remove wires or conductors to permit the free passage of the building. If Franchisee refuses to comply with the notice, the Road Superintendent, shall, upon proof of notice, raise the wires or conductors at Franchisee's expense.

D. In the event that at any time during the period of this franchise the County shall lawfully elect to alter or change the grade of any street, alley, or other public way, the Franchisee, upon reasonable notice by the County, shall make any necessary removals relaying and relocations of its lines and all appurtenances and appendages thereto at its own expense.

E. The Franchisee shall not place cable and poles or any appurtenances and appendages thereto where the same will interfere with any fire hydrant, water main or sanitary sewer lines. All such poles, lines, cable, guys, wires, conduits or other fixtures placed in any street, when feasible, shall be placed at the outer edge of the right-of-way and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

Section 6

COMPLIANCE WITH APPLICABLE LAW AND RESOLUTIONS

A. The Franchisee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the County, and to such reasonable regulations as the County has or shall hereinafter by resolution or ordinance provide.

B. Franchisee shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar federal commission or state regulatory body having jurisdiction. If the Franchisee shall fail to comply with any material federal and/or state statute, rules, regulations, orders or conditions lawfully vested under federal law in any federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in the County, the County shall have the right to terminate or cancel any franchise granted hereunder after written notice to the Franchisee to correct such failure or

default and such failure and defaults shall continue for a period of time specified in such notice, not less than ninety (90) days.

Section 7

GENERAL INDEMNIFICATION AND LIABILITY INSURANCE

A. It is expressly understood and agreed by and between the Franchisee and the County that the Franchisee shall hold the County harmless from all loss sustained by the County on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the Franchisee in the construction, operation, or maintenance of its Cable Television System and/or video programming services in the County. The County shall notify the Franchisee's representative in the County within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the County on account of any negligence as aforesaid on the part of the Franchisee.

B. Franchisee hereby agrees annually to furnish to the County evidence of insurance necessary to protect the County. The amounts of such insurance to be carried for liability due to property damage shall be a minimum of \$250,000 as to any one occurrence; and against liability due to injury to or death of person, a minimum of \$500,000 as to any one person and a minimum of \$1,000,000 as to any one occurrence.

Section 8

APPROVAL OF TRANSFER

The Franchisee shall not sell or transfer its plant or system covered by this franchise to another, nor transfer any rights under this franchise to another without the approval of the Van Buren County Commission, approval will not be unreasonably withheld. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the County Recorder an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof.

Section 9

SYSTEM CAPACITY

A. The system shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following storms that adversely affect utility services or damage major system components.

B. The system shall use equipment generally used in high quality, reliable, modern systems of similar design, including but not limited to, back-up power supplies capable of providing power for a reasonable period of time. The obligation to provide back-up power supplies requires the Franchisee to install equipment that will (1) cut in automatically on failure of commercial utility AC power, (2) revert automatically to commercial standby power when it is restored, and (3) prevent the standard power source from powering a "dead" utility line. In addition, the design and construction of the system shall include appropriate equipment that will permit and is capable of passing through the signals received at the headend without substantial alteration or deterioration.

C. All system connectors, external waterproofing, system expansion loops, drops and grounding shall be in compliance with the applicable NEC and NESC codes. Any variations in place from construction under the prior franchise shall be corrected during routine maintenance and replacement.

Section 10

CUSTOMER SERVICE AND SIGNAL QUALIFY REQUIREMENTS

The Franchisee shall:

(a) Comply with the technical standards provided by the Federal Communications Commission at 47 C.F.R. 76.601 through 76.609, as from time to time amended.

(b) Limit failures which leave five or more subscribers with no cable service to a minimum by locating and correcting such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.

(c) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, the Franchisee shall calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.

(d) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

Section 11

SERVICE EXTENSION

The Cable Television System as contemplated herein shall be installed and maintained in accordance with the accepted industry standards and will meet all applicable technical standards of the Federal Communications Commission. The Cable Television System will be provided in all areas of the Franchise Area having a density of 30 occupied dwelling units per cable mile within 36 months of approval of franchise. The number of miles will be calculated starting at the closest point of the activated cable system where the extension must be connected and will continue until reaching within 300 feet of the dwelling unit.

Section 12

FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES

Copies of all petitions, applications, registrations and responses to complaints submitted by the Franchisee to the Federal Communications Commission shall also be submitted to the County if requested. The County shall take all precautions to keep this information proprietary and confidential.

Section 13

**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS
AND EMERGENCY BROADCAST SERVICES REQUIRED**

The Franchisee shall reserve time on a minimum of one channel for public, educational and governmental (PEG) access use. With prior approval of the County, such channel(s) may be used by the Franchisee for other purposes when not required by PEG users. The Franchisee shall make available to PEG users, subject to advance scheduling and during the Franchisee's normal business hours, any studio facilities or equipment it may have at no charge.

Section 14

BROADCAST SERVICES

The Franchisee shall provide, but without charge and subject to the rules and regulations of the Federal Communications Commission, public emergency broadcast capabilities whereby the County can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

Section 15

RIGHTS IN FRANCHISE

A. The right is hereby reserved to the County to adopt, in addition to the provisions herein contained and existing applicable resolutions and/or ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by resolution or ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.

B. The County shall have the right to supervise all construction and installation work performed subject to the provisions of this Resolution and to make such inspections as it shall find necessary to ensure compliance with governing Resolutions.

Section 16
PERMITS

The Franchisee shall be responsible for all building and construction permit fees and amounts for assessments for special benefits, such as sidewalks, street paving, and similar improvements.

Section 17
AVAILABILITY OF BOOKS AND RECORDS

The Franchisee shall fully cooperate in making available at reasonable times, and the County shall have the right to inspect at the Franchisee's office, upon reasonable notice and where reasonably necessary for the enforcement of the Franchise, any mutually agreed upon documents of the Franchisee that either support or reflect Gross Annual Revenues as set out in Section I(Q) herein and applicable to the Cable Television System, at any time during normal business hours.

Section 18
FRANCHISE FEE

In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 542, Franchisee agrees to pay the County a sum of money equal to three percent (3%) of Franchisee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 20th of the month following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the County by Franchisee, including ad valorem or business taxes.

Section 19
SURRENDER RIGHT

Franchisee may surrender this franchise at any time upon filing with the County Mayor a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties, and liabilities of the Franchisee in connection with this franchise shall terminate. Further, should the Franchisee and/or its successors and assigns discontinue the

business for which this franchise is granted, all poles, wires, cables and other devices shall be removed without expense to the County within ninety (90) days after demand for such removal is made by the County.

**Section 20
NOTICES TO FRANCHISEE**

At any time, the County Mayor, Commission, members of the Commission, or resident of the County brings an issue regarding this Resolution, agreements or applications thereunder, or the activities of any Franchisee to a meeting or work session of the Commission, the County Administrative Officer will notify Franchisee. Such notification shall take place at least ten (10) days prior to the meeting or work session.

**Section 21
SEVERABILITY**

If any sections, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 22
FULL FORCE AND EFFECT**

This Resolution shall be in full force and effect from and after its final passage and the publication of this Resolution and/or its caption, the welfare of the public requiring it, and its acceptance by the Franchisee shall be implied from the continued provision of the services described herein after the enactment of this Resolution.

**Section 23
ACCEPTANCE**

This resolution and its terms and provisions shall be accepted by Franchisee by a written Franchise Agreement executed and acknowledged by Franchisee and filed with the Clerk of the Commission.

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

On adoption by the County Mayor and the Van Buren County Board of Commissioners, this Resolution shall be permanently recorded by the Commission as part of the official minutes of the County Commission, and shall have the full force and effect of all resolutions therein recorded.

SO ADOPTED, this _____ day of _____, 2022.

Mayor
Van Buren County, TN

SO APPROVED, this _____ day of _____, 2022.

Library Appointments: Janet Burke to replace Crystal Young. Sherry Wilson and Jeanette Justin to 1st full terms.

Mickey Robinson made a motion, second by Bill Mosley to approve Janet Burke to replace Crystal Young on the Library Board and approve Sherry Wilson and Jeanette Justin to 1st full term. All approved by voice vote. Motion passed.

Old Business

None

New Business

Appointment to Planning Commission

Mickey Robinson made a motion, second by Robert Van Winkle to approve Dewayne Brock to the Planning Commission. All approved by voice vote. Motion passed.

Some Citizens addressed the Commission about the \$7.00 fee on the Electric Bills, no action was taken. A Van Buren Citizens addressed the Commission about a private road/public road and is taken this matter to the Committee B Meeting on January 25, 2022 for the Committee to review.

Adjournment

Mickey Robinson made a motion, second by David Chandler to adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 6:38 p.m.

Chairman Joey Grissom

County Clerk Lisa Rigsby