

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

The Van Buren County Commission met in a Regular Meeting on January 17, 2023 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "T".

**Call to Order**

Sheriff Michael Brock called the Meeting to Order.

**Roll Call**

Member present: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Kenny Smith, Brick Wall, and Michael Woodlee. Dusty Madewell was absent.

Also present: Mayor David Sullivan, County Clerk Lisa Rigsby, Jay Williams with zoom and Several Citizens from Van Buren County.

**Prayer**

Sheriff Michael Brock led us in prayer.

**Pledge**

Terry Hickey led us in the Pledge of Allegiance.

**Motion to dispense reading of the Minutes from the Special Called Meeting on December 6, 2022**

Tabitha Denney made a motion second by Cale Crain to approve the Minutes from the Special Called Meeting on December 6, 2022. All approved by voice vote. 0-opposed. Motion passed.

**Minutes of Committee A Report: Approve/Disapprove Minutes as printed**

Committee A Chairman went over the minutes from the Committee A meeting from January 3, 2023 with the Full Commission. **Listed as following:**

Committee A Meeting  
January 3, 2023

Roll Call: All members present.

**Transfer funds on ARP Grant Money:** Mrs. Zeda Hillis brought a Resolution to transfer the ARP funds that Van Buren County allocation of \$2,110,876.43 from their total allocation of \$2,585,876.43 be transferred to the City to Spencer Utility Department to be used for the system from Caney Fork River Water Line Project. There will be a remaining \$475,000.00 to be transferred to Bledsoe County for water system improvements to Fall Creek Fall Utility District. Motion was made by Tabitha Denney and seconded, Terry Hickey to approve and bring in front of the Full Commission. All members in favor.

**Solid Waste Fee:** Clarence Madewell Jr. is requesting that the Solid Waste fee be excluded from the well house on the property. Motion was by Terry Hickey and seconded by Jordan Delong to approve the request. All members in favor.

Meeting adjourn: Motion made by Mr. Hickey and seconded by Mr. Hodges.

**Committee A Chairman Cale Crain brought forward action that needs to be taken by the Full Commission from the Committee A Meeting on January 3, 2023.**

**Transfer funds on ARP Grant money**

Mrs. Zeda Hillis, CMFO with James C. Hailey & Co. Consulting Engineers brought two Resolutions to Committee A Meeting to transfer the ARP funds that Van Buren County allocated \$2,110,876.43 from their total allocation of \$2,585,876.43 be transferred to the City to Spencer Utility Department to be used for the system from Caney Fork River Water Line Project. There will be a remaining \$475,000.00 to be transferred to Bledsoe County for water system improvements and to Fall Creek Fall Utility District.

Mrs. Hillis was present at the Full Commission Meeting to explain the process of passing these Resolutions. Van Buren has already agreed to allocate money that had to be used for water Infa-structure to Spencer, Bledsoe and Fall Creek Falls Utility Districts. The State of Tennessee contacted James Hailey & Co. Consulting Engineers to work with Van Buren County to transfer the funds to those entities and this would eliminate Van Buren County's application but would be less paperwork and less administration dealing with the project and having to include it into the County's Annual Audit. Bledsoe, Fall Creek Falls and the City of Spencer has already agreed to accept this transfer. Cale Crain made a motion, second by Michael Woodlee to approve Resolutions as presented.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Kenny Smith, Brick Wall, and Michael Woodlee voted yes. No changes to any yes vote. Motion passed. **Resolutions as following:**

RESOLUTION No. 484 1-17-2023

WHEREAS, funds have been authorized and appropriated by the federal American Rescue Plan Act (ARP) to be used for eligible drinking water, wastewater, or stormwater projects. The Tennessee Department of Environment and Conservation (TDEC) has been designated to administer these funds; and

WHEREAS, ARP guidelines stipulate that the "Project Owners are those entities that may execute projects. Project owners must operate a drinking water or wastewater system or a permitted stormwater system or execute a project on behalf of a drinking water or wastewater system or a permitted stormwater system"; and

WHEREAS, Van Buren County does not own and operate a water and/or wastewater system; and

WHEREAS, the City of Spencer owns and operates a water and wastewater system that provides water and wastewater services to Van Buren County and

WHEREAS, Van Buren County desires to transfer a portion of its state designated ARP allocation to the City of Spencer Utility Department to be used for improvements to the Spencer Utility Department water system by assisting in the cost of the permanent water source from the Caney Fork River to the water treatment plant for the benefit of citizens of Van Buren County and the City of Spencer.

NOW, THEREFORE, BE IT RESOLVED by the VAN BUREN COUNTY COMMISSION THAT

- (1) The Van Buren County allocation of \$2,110,876.43 from their total allocation of \$2,585,876.43 be transferred to the City of Spencer Utility Department to be used for the water system improvements (Caney Fork River Water Line Project) as allowed by TDEC ARP grant guidelines. The remaining Van Buren County allocation of \$ 475,000.00 is to be transferred to Bledsoe County for water system improvements to Fall Creek Falls Utility district.
- (2) By making this transfer, Van Buren County is absolved of the responsibility of application administration, reporting, or contractual agreements with engineers, contractors, administrators, and any other parties necessary to carry out the program.

PASSED AND SO ORDERED THIS 17<sup>th</sup> DAY OF JANURARY, 2023.

*Lisa Riggsby*  
County Clerk



*David Deuell*  
Mayor

RESOLUTION No. 485 1-7-2023

WHEREAS, funds have been authorized and appropriated by the federal American Rescue Plan Act (ARP) to be used for eligible drinking water, wastewater, or stormwater projects. The Tennessee Department of Environment and Conservation (TDEC) has been designated to administer these funds; and

WHEREAS, ARP guidelines stipulate that the "Project Owners are those entities that may execute projects. Project owners must operate a drinking water or wastewater system or a permitted stormwater system or execute a project on behalf of a drinking water or wastewater system or a permitted stormwater system"; and

WHEREAS, Van Buren County does not own and operate a water and/or wastewater system; and

WHEREAS, the Fall Creek Falls Utility District owns and operates a water system that provides water services to certain residents of Van Buren County and

WHEREAS, Van Buren County desires to transfer a portion of its state designated ARP allocation to the Bledsoe County to specifically be used for improvements to the Fall Creek Falls Utility District water system for the benefit of citizens of Van Buren County and the Fall Creek Falls Utility District

NOW, THEREFORE, BE IT RESOLVED by the VAN BUREN COUNTY COMMISSION THAT

- (1) The Van Buren County allocation of \$475,000.00 from their total allocation of \$2,585,876.43 be transferred to Bledsoe County for the Fall Creek Falls Utility District to be used for the water system improvements as allowed by TDEC ARP grant guidelines. The remaining Van Buren County allocation of \$2,110,876.43 is to be transferred to the City of Spencer for water system improvements of a permanent water source from the Caney Fork River to the treatment plant.
- (2) By making this transfer, Van Buren County is absolved of the responsibility of application administration, reporting, or contractual agreements with engineers, contractors, administrators, and any other parties necessary to carry out the program.

PASSED AND SO ORDERED THIS 17<sup>th</sup> DAY OF JANURARY, 2023.

*Lisa Rigsby*  
County Clerk



*David Sullivan*  
Mayor

### **Solid Waste fee**

Clarence Madewell Jr. submitted a form requesting to be excluded from the Solid Waste fee at 6752 Cane Creek Cummingsville Rd because of a well house only being on the property. Cale Crain made a motion, second by Terry Hodges to approve this request. All agreed in favor. 0-opposed. Motion passed.

### **Approve/Disapprove: Tabitha Robinson as Notary**

Jordan Delong made a motion, second by Kenny Smith to approve the Notary for Tabitha Robinson.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Kenny Smith, Brick Wall, and Michael Woodlee voted yes. No changes to any yes vote. Motion passed.

### **Approve/Disapprove: Denise Austin and Jessica Delong to Van Buren County Agriculture Extension Board (2-yr terms)**

UT Extension Agent Chris Binkley sent a letter to the Full Commission needing to replace 2 farm women on the Agricultural Board. Mr. Binkley needed to replace Ms. Linda Simmons and Dr. Sue Bailey, both have served 3 consecutive terms. Mr. Binkley is requesting to add Denise Austin and Jessica Delong. Agent Chris Binkley was present at the Full Commission Meeting for any concerns on this matter. Cale Crain made a motion, second by Michael Woodlee to approve. All approved by voice vote. 0-opposed. Motion passed.

### **Present members of the Agriculture Extension Board as following:**

**Cale Crain**

**Jordan Delong**

**Mike Chandler**

**Steve Russell**

**Brandon Ragland**

**Denise Austin**

**Jessica Delong**

### **New Business:**

#### **Exclusion of Solid Waste Fee for Robert Eschenbacher**

Robert Eschenbacher submitted a request to be excluded from the Solid Waste fee at 761 Surrey Lane because of it being a vacant lot used for fishing only. After discussion on this matter, Cale Crain made a motion, second by Michael Chandler to approve. 7 agreed by voice vote. 2-opposed which were Commissioners Tabitha Denney and Kenny Smith. Motion passed.

### **Insurance for County Employees**

The State of Tennessee met with the County Employees to discuss insurance thru one of the State's Insurance Programs. The Mayor and Commission are waiting on more information to decide what the County would be able to fund. **A Special Called Meeting is set for January 31, 2023 at 6:00 at the Van Buren County Administrative Facility to discuss this matter.**

### **Contract for fixing the steeple at the Old Courthouse**

Last year a bid was accepted to fix the steeple at the Old Courthouse, the bid was \$5,000.00 with Michael Sullivan receiving the Contract. **Contract as following:**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT made and entered into this 17 day of JAN, ~~2022~~<sup>23</sup>, by and between VAN BUREN COUNTY, TENNESSEE, a Political Subdivision of the State of Tennessee (hereinafter referred to as “the County”), and MICHAEL SULLIVAN (hereinafter referred to as “Contractor”).

**WITNESSETH:**

**WHEREAS**, the County owns and maintains the historical Van Buren County Courthouse located adjacent to Veteran’s Square at 179 College Street, Spencer, Van Buren County, Tennessee; and

**WHEREAS**, the County desires to repair, improve and/or replace the steeple affixed to the historical Van Buren County Courthouse; and

**WHEREAS**, the County has sought and solicited competent and skilled contractors to perform this work on the historical Van Buren Courthouse; and

**WHEREAS**, Contractor possesses the equipment, skills and expertise necessary to timely and competently perform this repair and restoration work and has submitted his bid for the completion of this project and, in addition, to place siding upon the County’s Fair Building; and

**WHEREAS**, the County has accepted the bid of the Contractor and desires to enter into an agreement establishing an independent contractor relationship

between the **County** and the **Contractor**, in accordance with the terms and provisions as set forth hereinafter.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the premises heretofore stated and the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. **SCOPE OF WORK.** **Contractor** shall repair, restore and improve the steeple affixed to the historical Van Buren County Courthouse and shall provide the necessary equipment, machinery and tools for the timely completion of this project. Contractor shall also, without charge to the County, attach vinyl upon the County Fair Building following completion of the work to the historical Van Buren County Courthouse.

2. **TIME OF COMPLETION.** **Contractor** shall timely commence the work to be performed under this Contract on or before JAN. 17, 2023,  
20~~22~~<sup>23</sup> and shall substantially complete all work on or before FEB. 28, 2023,  
20~~22~~<sup>23</sup> **Contractor** shall not be liable for any delays due to circumstances beyond his control, including weather and other acts of God.

3. **PERMITS.** **Contractor** shall obtain any and all permits and regulatory approvals as may be required by local, state or federal governments and/or utility providers, the costs of which shall be paid by the **Contractor**.

4. **INSURANCE.** **Contractor** shall obtain and maintain general liability insurance in an amount not less than \$ ONE Million.

5. **COMPENSATION.** The **County** shall pay to the **Contractor** the sum of \$5,000.00 for the construction services described in this Contract, one-half (1/2) which will be paid on or before FEB. 28, 2023 with the balance to be paid within ten (10) days following substantial completion of the work by the **Contractor** and following an inspection and acceptance of the **Contractor's** work by the **County**.

6. **REMOVAL OF MATERIALS.** **Contractor** shall remove all demolished materials and dispose of such materials, including hazardous substances or hazardous materials, in conformity with all applicable local, state and federal laws and regulations, including laws and regulations related to hazardous materials enacted or implemented by the Tennessee Department of Environment and Conservation and the United States Environmental Protection Agency, prior to the completion date identified in paragraph 5 above.

7. **INDEMNIFICATION.** The **Contractor** shall indemnify, save and hold harmless the **County** from all liabilities, claims, losses, damages or other obligations arising out of (1) personal injuries or property damages sustained by the **Contractor**, (2) personal injuries or property damages sustained by employees or individuals engaged or retained by the **Contractor** (including claims for worker's



compensation benefits), (3) personal injuries or property damages sustained by the **County's** officers or employees, and (4) personal injuries or property damages sustained by third parties and entities, all of which are or were occasioned by or connected with the services to be provided by the **Contractor**. The **Contractor** shall further reimburse and indemnify the **County** for all attorney's fees, litigation expenses, discovery costs, and the like incurred by the **County** in conjunction with claims asserted against the **County** occasioned by or connected with the services to be provided by the **Contractor**. The **Contractor**, as an independent contractor, shall comply with all federal and state employment, safety, labor, and wage and hour laws and regulations of every type and nature, and the **Contractor** shall hold the **County** free and harmless or indemnify the **County** from all claims, losses and damages arising therefrom and asserted against the **County**.

**8. WORKER'S COMPENSATION.** Should the **Contractor** hire or engage employees to assist the **Contractor** with the services identified herein, the **Contractor** shall acquire and maintain workers compensation insurance coverage to such employees, and in no event shall the **County** be responsible to provide such workers' compensation insurance coverage nor shall the **County** be responsible for injuries and damages or awards sustained by or available to such employees under the *Tennessee Workers' Compensation Act* or other legal theories.

9. **TAXES.** The **Contractor** shall be responsible for and pay all revenue, income or employment taxes arising by virtue of services to be provided by the **Contractor** and/or the compensation paid by the **County** to the **Contractor** as set forth herein, including such taxes imposed upon the **Contractor** by the United States of America, the State of Tennessee, or local governmental entities, and the **Contractor** shall further hold the **County** free and harmless therefrom.

10. **TERMINATION.** Should the **Contractor** fail to timely perform the services contemplated hereunder, and/or perform the services in a substandard fashion, and/or perform the services, in a manner which adversely effects the **County**, the **County** may then and there at its sole discretion terminate this Contract upon ten (10) days written notice to the **Contractor**. Termination of the Contract in this fashion shall not prohibit the **County** from seeking such damages as may be sustained by the **County** as the result of the **Contractor's** violations of this Contract, including expenses for remedial or repair work, increased or additional costs necessarily paid to third-party contractors, attorney's fees and expenses of litigation. In the event of any such violations of this Contract by the **Contractor**, **Contractor** shall be responsible for all attorney's fees and litigation expenses incurred by the **County** in conjunction with the enforcement of this Contract and/or the recovery of damages arising by virtue of the violation of this Contract.

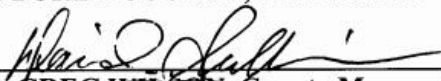
11. This Contract shall be binding upon the parties hereto and their representatives, successors and assigns. This Contract shall be construed in accordance with the laws of the State of Tennessee, and supersedes or supplants any prior or contemporaneous oral agreements between the parties. This Contract cannot be altered, modified or amended except in writing, executed by the parties hereto.

12. For purposes of this Contract, the addresses of the parties for any notices contemplated herein shall be as follows:

**Van Buren County, Tennessee**  
**Office of County Mayor**  
121 Taft Street  
P.O. Box 217  
Spencer, Tennessee 38585-0217

**Michael Sullivan**  
923 Cedar Grove Rd  
Rock Island, TN  
78581

IN WITNESS WHEREOF, the parties have executed this agreement, consisting of 8 pages, on this, the day and date first above written.

VAN BUREN COUNTY, TENNESSEE  
By:   
~~DAVID SULLIVAN~~, County Mayor  
DAVID SULLIVAN

  
MICHAEL SULLIVAN

STATE OF TENNESSEE \*  
\*  
COUNTY OF Van Buren \*

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID SULLIVAN W ~~GREG WILSON~~, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he is the **County Mayor** for **VAN BUREN COUNTY, TENNESSEE**, the maker herein, or a constituent of the maker and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at Spencer, Tennessee,  
this 17<sup>th</sup> day of January, 2023

Lisa Riggsby  
NOTARY PUBLIC  
My Commission Expires: 03-25-2025



STATE OF TENNESSEE \*  
\*  
COUNTY OF Van Buren \*

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

WITNESS my hand and official seal at Spencer, Tennessee, this 17<sup>th</sup> day of January, 2023

Lisa Riggsby  
NOTARY PUBLIC  
My Commission Expires: 03.25.2023



**Commission Chairman Terry Hickey open the floor for any question or concerns from the Citizens of Van Buren County.**

Laura Wallace approached the Commission with the question of how the Committee A & B are picked and what were each Committee's duties? Mayor Sullivan explained, "The Mayor can pick the Committee's and the duties are for Committee A dealing with the budget and Committee B is for buildings and grounds." After much discussion on this matter, Commissioner Terry Hickey thinks a Resolution should be written up describing each Committee and their duties.

**Adjournment**

Michael Woodlee made a motion, second by Kenny Smith to Adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 6:33p.m.

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Chairman Terry Hickey

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County Clerk Lisa Rigsby