

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

The Van Buren County Commission met in a Regular Meeting on June 27, 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**

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

Also present: County Attorney Howard Upchurch, County Mayor David Sullivan, County Clerk Lisa Rigsby and Several Citizens of Van Buren County.

**Prayer**

Commissioner Dusty Madewell led us in prayer.

**Pledge**

Chairman Terry Hickey led us in the Pledge of Allegiance.

**Approval of Minutes of Meeting on May 16, 2023 as printed.**

Tabitha Denney made a motion, second by Cale Crain to approve the Minutes from the May 16, 2023 meeting. All agreed by voice vote. 0-opposed. Motion passed.

**Quarterly Reports for January, February, and March (Ambulance Service, Solid Waste, Sheriff's Department, Clerk & Master, Board of Education. & the Highway Department.)**

Michael Woodlee made a motion, second by Jordan Delong to approve the Quarterly Reports for January, February, and March for the Ambulance Service, Solid Waste, Sheriff's Dept. Clerk & Master, Board of Education and the Highway Department. All agreed by voice vote. Motion passed.

**Committee A Report**

**Reclaim old strip pit at Landfill Road off Old State Hwy 111. Federal money with no charge to Van Buren County.**

Cale Crain made a motion, second by Michael Woodlee to approve to reclaim old strip pit at Landfill Road off Old State Hwy 111 with Federal money with no charge to Van Buren County. All approved by voice vote. Motion passed.

**Budget Amendment for Electricity to be moved from 39000 (General Fund) to 101-58000-415.**

Cale Crain made a motion, second by Michael Woodlee to approve the budget amendment for electricity to be moved from 39000 to 101-58000-415 in the amount of \$9,500.00. All agreed by voice vote. Motion passed. **Budget Amendment as following:**

Van Buren Co. Executive		General Fund			
2022-2023		BUDGET AMENDMENT		FUND 101	
Function	Obj.	Description	Explanation	Debit	Credit
39000		unassigned		\$ 9,500.00	
51800	415	electricity	to cover to JULY 1		\$ 9,500.00
			Total	\$ 9,500.00	\$ 9,500.00

**Van Buren County to do SRO Officer for the Elementary School and High School with \$150,000.00 State Grant.**

The City of Spencer has relinquish authority of providing SRO Officers for the Elementary School and the High School and Sheriff Michael Brock has agreed to provide SRO officers to the Schools with a \$150,000.00 State Grant. Cale Crain made a motion, second by Tabitha Denney to amend this per Comptroller's that we need to add in the \$150,000.00 on this State Grant into the existing budget and Van Buren County is to do an SRO Officer for the Elementary School and High School with \$150,000.00 State Grant.

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

Sheriff Michael Brock presented to the Full Commission the Memorandum of Understanding between Van Buren County, Van Buren County Sheriff's Office and Van Buren County High School & Elementary School. Sheriff Brock and Director of Schools Cheryl Cope has signed the original and this will be sent to the State tomorrow. **Memorandum of Understanding for the record:**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
VAN BUREN COUNTY  
AND  
THE VAN BUREN COUNTY SHERIFF'S OFFICE  
AND  
VAN BUREN COUNTY HIGH & SPENCER ELEMENTARY SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the above-named parties. Each individually as "Party" or collectively as "Parties".

WHEREAS, well developed School Resource Officer ("SRO") programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer ("SRO") has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). "School resource officer" means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA." The term "law enforcement officer" as defined under § 39-11-106 means an "officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses." An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency ("LEA") has the same meaning as in Tennessee Code Annotated § 49-1-103(2). "Local education agency (LEA)", "school system", "public school system", "local school system", "school district", or "local school district" means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly."

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **PURPOSE OF MOU.** The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include

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the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113<sup>th</sup> Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

- III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
- i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
  - ii. A landline telephone to be located in the office;
  - iii. Access to a computer work station; and
  - iv. Secretarial assistance when needed by the SRO.
- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.

- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.
- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.

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- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. **DISMISSAL AND REASSIGNMENT OF AN SRO.** In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. **RECORDS.** The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.
- XII. **TERM.** The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2024. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. **TERMINATION.**
  - A. **Termination for Convenience.** Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the



Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.
- XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.
- XVIII. GENERAL TERMS.
- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively

maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.

- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: Van Buren County  
121 Taft Drive  
Mr. David Sullivan, Mayor  
Spencer, TN 38585  
Sheriff or Chief of Police: Michael J. Brock, Sheriff  
121 Taft Drive Suite A  
Spencer, TN 38585  
LEA or Public Charter School: Van Buren County High School  
337 Sparta Street  
Ms. Cheryl Cope, Director of Schools  
Spencer, TN 38585

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.

- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.

- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

[Signature]  
Signature of LEA or Public Charter School

[Signature]  
Signature of Sheriff or Chief of Police

DATE: 6/27/23

DATE: 6/27/2023

Attachment A follows this page

**ATTACHMENT A**  
**SCHOOLS COVERED BY THIS MOU**

School Name Van Buren County High School	
Address 337 Sparta Street	
City Spencer, TN 38585	School # 0035

School Name Spencer Elementary School	
Address 311 Sparta Street	
City Spencer, TN 38585	School # 0030

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
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School Name	
Address	
City	School #

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**Grant for Solid Waste Sanitation Equipment. Grant is \$200,000.00 with 10% match for Van Buren County.**

Michael Woodlee made a motion, second by Terry Hodges to approve the Grant for Solid Waste Sanitation Equipment in the amount of \$200,000.00 with a 10% match for the County.

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

**Van Buren County to run on a Continuing Budget starting on the new fiscal year, July 1, 2023. (Committee A will meet at a later date to approve the budget.) Ben Rodgers with CTAS said a Resolution is no longer needed for a Continuing Budget.**

Cale Crain made a motion, second by Terry Hodges to approve to run on a Continuing Budget starting on the new fiscal year July 1, 2023.

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

### **Committee B Reports**

## **Committee B Meeting June 19, 2023**

**Roll Call:** All members were in attendance

### **Approve/Disapprove Repair AC unit at Old Burritt College Building:**

Mayor Sullivan informed the committee that the bids for this probably would exceed \$10,000. He will have to bid the job out and then bring the issue back to this committee. A motion was made by Michael Woodlee to table this issue until Mayor Sullivan can get bids together. A second motion was made by Michael Chandler. All members were in favor.

### **Approve/Disapprove VBC to do SRO under line item of Sheriff Department Budget:**

This would be paid for from a \$150,000 grant. A motion was made by Michael Woodlee to approve it. It was seconded by Kenny Smith. All members were in favor.

### **Approve/Disapprove \$600 to pump the septic tank at the AG Building:**

The \$600 would be used to pump the septic tank at the AG Building. It has to be pumped to move forward with the installation of the grinder pump. A motion was made by Brick Wall to approve. A second was made by Kenny Smith. All members were in favor.

### **Adjournment**

A motion to adjourn was made by Michael Woodlee and seconded by Brick Wall. All members were in favor.

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**Committee B Chairman Dusty Madewell brought forward action that needs to be taken by the Full Commission from the Committee B Meeting on June 19, 2023.**

### **Repair A.C. unit at the Burritt College Building. Will have bids at a later date for 5 ton unit.**

Mayor David Sullivan received 4 bids on the repair for the A.C. unit at the Burritt College Building and all 4 bids exceeded \$10,000.00. Committee B tabled this matter until Mayor Sullivan could run ads in the paper to receive more bids to take back to Committee B for approval. **No action taken by the full Commission on this matter.**

### **\$600.00 to pump septic tank at AG Learning Center. (This will need to be done so Skyler can install a Grinder Pump)**

Dusty Madewell made a motion, second by Michael Woodlee to approve the \$600.00 to be used to pump the septic tank at the AG Learning Center.

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

**New Personnel policy for Van Buren County Trustee's Office.**

Michael Woodlee made a motion, second by Dusty Madewell to approve the new Personnel Policy for the Trustee's Office. All approved by voice vote. Motion passed. **Trustee's Personnel Policy as following:**

**VAN BUREN COUNTY TRUSTEE'S OFFICE  
PERSONNEL POLICY**

*Van Buren County is a Right-To-Work County. This policy in no way creates a contractual agreement between employer and employee.*

**PURPOSE AND OBJECTIVE**

The purpose of this policy is to establish a high degree of understanding, cooperation, efficiency and unity to provide uniform policies for all employees without regard of race, sex, age, national origin, creed, and/or disability.

**ADMINISTRATION**

These rules shall be administered by the Trustee and in conformity with the Fair Labor Standard Act. No policy, benefit, or procedure contained herein creates an employment contract for any period of time. All employees will be considered employee-at-will. Employees may be terminated for failure to satisfactorily perform their duties or simply at the will of the employer but they shall not be terminated for a discriminatory or illegal purpose.

**PERSONNEL FILES**

A personnel file will be maintained on each employee, individually. It is the responsibility of each employee to provide accurate information to the employer. Employees are responsible for reporting to the Trustee any changes in personal information for which they have previously provided.

**WORK WEEK**

All employees will be paid a regular weekly salary which covers all hours worked up to 37.5 hours weekly. Each employee will have a set schedule Monday through Friday from 8AM until 4PM. Each employee will be granted a lunch break (up to one hour) in which they are relieved of all duties. Any time the Trustee's Office is closed during the work week, employees will still be paid their regular salary.

**EMPLOYMENT YEAR**

The Trustee's Office will operate on a fiscal year. Employment year shall consist of July 1 through June 30.

**OVER TIME OR COMPENSATORY TIME**

No over time will be given. In the event overtime is accumulated, the employee will be given time off as compensatory time. In the event that county personnel (at various locations) are paid for a holiday, and it is necessary for the Trustee's Office to remain open on that particular day, employees of the Trustee's office will receive those hours as compensatory hours. Compensatory time must be taken within 12 months of being earned or it will be forfeited and lost.

**VAN BUREN COUNTY TRUSTEE'S OFFICE  
PERSONNEL POLICY**

**SICK LEAVE**

Sick leave shall be considered a benefit and a privilege and not a right. Full time employees; with a schedule of 37.5 hours weekly, will receive full pay during incapacity caused by illness if sick leave is approved and taken. Sick leave is earned at the rate of one day (7.5 hours) each month and will begin accruing upon date of hire. There is no maximum in accumulation of sick leave hours. No notice is required to take sick leave time however a courtesy call by phone to the Trustee before the work day begins (8AM) or shortly thereafter will be appreciated for proper documentation. All employees will be required to have a doctor's statement if absent for more than three (3) days all sick leave has been depleted or used. Accumulated sick leave has no value. Sick leave will be evaluated and approved on a case-by-case basis by the Trustee. The Trustee's office has to right to expect regular attendance of all employees and may take corrective action for excessive absenteeism.

**VACATION TIME**

Vacation time of one day (7.5 hours) per month will be granted to all full time employees. Employees begin accruing vacation time up on employment. Vacation time shall be used for personal use. Vacation time can accrue to a maximum of 120 hours yearly. If excess hours exist after the fiscal year end, the excess vacation shall be converted to sick time. All vacation time must have prior approval by the Trustee.

**FAMILY LEAVE**

Under the Federal Family Medical Leave Act, eligible employees are entitled up to twelve (12) weeks of unpaid leave during each twelve (12) month period beginning July 1 and ending June 30 each year. The FMLA Act stated the following reasons for granting this leave:

- A. Birth of a child
- B. The placement of a child adoption or foster care
- C. A serious health condition of the employee that makes the employee unable to perform the functions of his/her job
- D. The serious health condition of a spouse, son, daughter, or parent which requires the employee's presence.

Eligible employees are those who have been employed for at least twelve (12) months and who have worked at least 2000 hours during the past twelve (12) months. The Van Buren County Trustee's office will comply with all rules and regulations of the Family Medical Leave Act.

**BEREAVEMENT LEAVE**

In the case of death in the employee's immediate family, the employee shall be given three (3) days of paid leave which will not be charged to the employee's vacation or sick leave. Immediate leave shall be defined as spouse, parent, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, legal guardians or dependents of the employee.



**VAN BUREN COUNTY TRUSTEE'S OFFICE  
PERSONNEL POLICY**

**VOTING LEAVE**

All employees shall be granted paid time off to vote in an election provided the employee cannot get to the polls before or after work hours and shall not exceed more than a three (3) hour time period.

**CIVIL LEAVE**

All employees shall be given the necessary time off without loss of pay when performing jury or court duty. Any summons received by the employee shall be shared with the Trustee's office for the employee's personnel file. The employee may retain all compensation or fees awarded for serving their civil duties. Any employee relieved from their civil duties during working hours of the Trustee's office serving less than three (3) hours, the employee must report back to the employer.

**SEXUAL HARRASSMENT**

All employees should be aware that sexual harassment of any type will not be tolerated. If any employee feels that the employee has been subjected to sexual harassment, the employee should immediately report such treatment to the employer in accordance with the procedures set out in Van Buren County's equal employment opportunity policy/and or sexual harassment guide.

**OBSERVED HOLIDAYS**

The following holidays will be declared official holidays and employees will be excused from work without charge of leave. When a holiday falls on Saturday, the Friday prior to the holiday will be substituted. When a holiday falls on Sunday, the following Monday the holiday will be substituted.

<i>NEW YEAR'S DAY</i>	<i>MARTIN LUTHER KING DAY</i>	<i>PRESIDENT'S DAY</i>	<i>GOOD FRIDAY</i>
<i>MEMORIAL DAY</i>	<i>INDEPENDENCE DAY</i>	<i>LABOR DAY</i>	<i>COLOMBUS DAY</i>
<i>VETERANS DAY</i>	<i>JUNETEENTH</i>	<i>ELECTION DAY</i>	
<i>THANKSGIVING DAY &amp; DAY AFTER</i>	<i>CHRISTMAS EVE &amp; CHRISTMAS DAY</i>	<i>EMPLOYEE'S BIRTHDAY</i>	

**ADMINISTRATIVE LEAVE**

Absence with pay for administrative purposes may be granted by the employer. Such leave must be for the betterment of the Trustee's Office such as: Training, Meeting, and/or Classes that will enhance the employee to better perform their assigned duties. This leave shall not exceed five (5) working days per year unless exceptional circumstances exist and prior approval is obtained by the Trustee.

**AMENDMENT OF POLICY**

It is the responsibility of all employees to carry out and comply with the rules/regulations contained within this policy. The employee should be aware that these rules/regulations are subject to

**VAN BUREN COUNTY TRUSTEE'S OFFICE  
PERSONNEL POLICY**

review/change by the Trustee. It is the employee's responsibility to comply and/or check for changes set out herein.

**TENNESSEE CODE ANNOTATED 39-16-505**

It is unlawful for any person to:

1. Knowingly make false entry in, or false alteration of a government record
2. Make, present, or use any record, document, or thing with knowledge of its falsity and with intent that it will be taken as a genuine governmental record or
3. Intentionally and lawfully destroy, conceal, remove, or otherwise impair the verity, legibility or availability of a government record.

A violation of this section is a Class A misdemeanor.

**Acknowledgement of Receipt of Personnel Policy for Van Buren County Trustee's Office**

As indicated by my signature below, I hereby acknowledge receipt of a copy of the Van Buren County Trustee's Personnel Policy. I further acknowledge that:

1. I will read the policy in its entirety, ask any questions which I have to be addressed to my employer or I may seek the assistance of my personal attorney if I do not understand any part of the policy; and
2. I understand that my employment will be subject to the provisions contained within this policy along with any subsequent changes or amendments.
3. I do hereby certify that I have reviewed the personnel policy for the Van Buren County Trustee's Office and agree to abide by the rules/regulations as defined with the policy and any other duties as assigned by the Trustee.

Employee <u>Uenita Martin</u>	Date <u>9-9-22</u>
Employee _____	Date _____
Employee _____	Date _____
Employee _____	Date _____

Elected Official Bethell Simmons/Trustee Date 09/09/2022

I do hereby certify that I have reviewed the personnel policy for the Van Buren County Trustee's Office.

**Old Business**

None

### **New Business**

#### **Solid Waste fee for Bruce Corvin 49 C and R Lane Spencer, Tn 38585**

Bruce Corvin submitted a letter of appeal to be excluded from the Solid Waste fee of \$7.00 for the following reason: He is tearing down an old trailer and the electricity will be used for a barn. Tabitha Denney made a motion, second by Cale Crain to table this to look at the address and make sure this is what is going on. All agreed by voice vote. Motion passed.

#### **Budget Amendment for the School System Fund 141 & 143**

Director of Schools Cheryl Cope was present at the Meeting requesting Adjustments/Amendments for 141 General Purpose Fund and 143 Child Nutrition Fund. Tabitha Denney made a motion, second by Michael Woodlee to approve the amendments as presented.

Upon roll call: Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Brick Wall and Michael Woodlee voted yes. Motion passed. **Budget Amendments as following:**

COUNTY COURT APPROVAL

AMENDMENTS 22-23

Please make the following adjustments/amendments for the 141 General Purpose Fund.

Increase 141-72210-499 Other Supplies and Materials \$14,000.00  
Decrease 141-72210-189 Other Salaries and Wages \$14,000.00  
Decrease 141-72130-189 Other Salaries and Wages \$4,000.00  
Increase 141-72130-123 Guidance Personnel \$4,000.00  
Decrease 141-72710-433 Lubricants \$2,000.00  
Increase 141-72710-189 Other Salaries and Wages \$2,000.00  
Decrease 141-73300-790 Other Equipment \$4,000.00  
Increase 141-73300-189 Other Salaries and Wages \$4,000.00  
Decrease 141-72120-189 Other Salaries and Wages \$7,471.94  
Increase 141-72120-105 Supervisor/Director \$5,000.00  
Increase 141-72120-499 Other Supplies and Materials \$1,714.94  
Increase 141-72120-524 Inservice/Staff Development \$757.00  
Decrease 141-71200-312 Contracts with Private Agencies \$7,000.00  
Increase 141-71200-198 Non-Certified Substitute Teachers \$7,000.00  
Decrease 141-72310-506 Liability Insurance \$2,000.00  
Increase 141-72310-191 Board and Committee Member Fees \$2,000.00  
Decrease 141-72220-131 Medical Personnel \$12,000.00  
Increase 141-72220-399 Other Contracted Services \$12,000.00  
Decrease 141-72130-189 Other Salaries and Wages \$2,000.00

Increase 141-72130-212 Employer Medicare \$2,000.00

Decrease 141-72130-189 Other Salaries and Wages \$1,000.00

Increase 141-72130-201 Social Security Employer \$1,000.00

Decrease 141-72130-189 Other Salaries and Wages \$3,000.00

Increase 141-72130-201 Social Security Employer \$3,000.00

**Adjustments are being made due to changes in expenditures.**

COUNTY COURT APPROVAL

AMENDMENTS 22-23

Please make the following adjustments/amendments for the 143 Child Nutrition Fund.

Increase the Revenue Code 143-47590 by \$22,150.00 this is money received from a **Grant NO KID HUNGRY**.

Increase 143-73100-165 Cafeteria Personnel \$20,000.00 Ref.# 957

Increase 143-73100-710 Food Service Equipment \$2,150.00 Ref. # 957

Move \$22,150.00 from 143-73100-165 Cafeteria Personnel to 143-73100-422 Food Supplies. Ref #958

Move \$1,000.00 from 143-73100-435 Office Supplies to 143-73100-355 Travel. Ref #958

Adjustments are being made due to receiving grant money for Personnel and Equipment freeing other funds for relocation to cover higher estimated costs in other expenditures.

COUNTY COURT APPROVAL

AMENDMENTS 22-23

Please make the following adjustments/amendments for the 143 Child Nutrition Fund.

Increase 143-73100-165 Cafeteria Personnel \$20,000.00 Ref.# 948

Decrease 143-73100-204 State Retirement \$20,000.00 Ref. # 948

Decrease 143-73100-165 Cafeteria Personnel \$10,000.00 Ref #952

Increase 143-743100-204 State Retirement \$10,000.00 Ref #952

Adjustments are being made due to changes in expenditures.

**Wheels for sale from the Trash Truck in the amount of \$450.00**

Chairman Terry Hickey explained there is a set of wheels that come off of the Trash Truck and he has had a bid of \$450.00, they are at the Convenience Center and he is requesting approval for the sale of these wheels in the amount of \$450.00. County Attorney Howard Upchurch stated they could be sold without a bid. Michael Woodlee made a motion, second by Cale Crain to approve the sale of the wheels in the amount of \$450.00.

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

**Convenience Center in the Piney Community, Grants for purchase of land and equipment.**

Mayor David Sullivan and the Commission have been looking for land to purchase for a Convenience Center in the Piney Community. Mayor Sullivan has been working with Lisa Luck, Van Buren County's Solid Waste Planner from UCDD on a Grant for purchasing land and equipment for this Convenience Center. Mayor Sullivan has found land in the Piney Community for the location of the Convenience Center off of Old State Hwy 111. He is requesting approval for the purchase of this land from the Full Commission. After much discussion on this matter Tabitha Denney made a motion, second by Michael Woodlee to approve the purchase of 1 plus acres at 6049 Old State Hwy 111 in Spencer, TN, Map 067 with Van Buren County paying \$7,500.00 per acre, paying for a survey, all Attorney fees, Roll back taxes, with AT&T having an easement to their property that is leased and part of the road being maintenance by the County and right of way to the Old Landfill is South corner to the bottom of the hill.

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

Mayor Sullivan stated, "Committee B will have to meet after the meeting to get this process started with Lisa Luck from UCDD to be able to get the Grant, "We are down to the deadline but we have been searching." County Attorney Howard Upchurch will be drawing up a contract on this purchase of Land. **The Convenience Center purchase and information on the Grant from TDEC as following:**



FOR CONVENIENCE CENTER

Piney 4th DISTRICT

Motion to purchase 1 or more ACRES

From: TODD DOUGLAS & TODD MARY

6049 Old STATE Hwy 111

SPENCER, TN, 38585

MAP 067 PARCEL 18.00

of 33.35 ACRE TRACT

With VAN BUREN Co. Paying 17,500.<sup>00</sup>

per Acre, (2) PAY for Survey;

All ATTORNEY Fee; Roll back TAXES

With ATT Having EASEMENT to their

Property LEASED & PART OF ROAD

to be MAINTENANCE road & Right of

Way to old LAND Fill is ~~at~~ SOUTH

corner to bottom of hill.

**Prices of equipment**

Lisa Luck <lluck@ucdd.org>

Thu 6/8/2023 4:09 PM

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

Hi Mayor -- I have looked online to get a rough estimate of the prices for the equipment you want to get grants to purchase. I have gone through my email and pulled out a few prices that were received by other counties so you know how much (more or less) what you will need to ask for at tonight's meeting:

- 1) One (1) self-contained 30-yard container compactor - Approximately \$35,000 - \$40,000 each
- 2) Five (5) 40-yard compactor receiver boxes - Approximately \$15,000 each (total \$75,000)
- 3) Two (2) 40-yard open top containers - Approximately \$6,000 each (total \$12,000)
- 4) Four (4) 30-yard open top containers - Approximately \$5,000 each (total \$20,000)
- 5) One (1) compactor and 40-yard receiver box - Approximately \$50,000 for both

You will have to pay for the equipment upfront for the grants, but TDEC will reimburse you 90% of the Convenience Center equipment costs and 100% of the Used Oil costs.

The Used Oil equipment will probably cost around \$20,000. In addition, you can ask for \$15,000 that will go toward fencing or other expenses in setting up a new convenience center. They will reimburse you for monies spent on that.

Respectfully,

Lisa Luck | *Solid Waste Planner*  
1104 England Drive | Cookeville, TN 38501  
Office: (931) 432-4111 | Mobile: (931) 261-7841  
[www.ucdd.org](http://www.ucdd.org)



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<https://outlook.live.com/mail/0/inbox/id/AQKADAwATM0MDAAMS00YTg3LTVmYmY1MDACLTAwCgAQAFIG4Xaq9%2BEqU050hdNv4%3D>

**Budget Amendment Solid Waste Fund 116**

A budget amendment is needed in Solid waste In the amount of \$15,000.00 to pay Capital Waste. Cale Crain made a motion, second by Michael Woodlee to approve this budget amendment as presented.

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

*New Business*

Van Buren Co. Executive  
2022-2023

Solid Waste  
Fund 116

Function	Obj.	Description	Explanation	Debit	Credit
39000		unassigned		\$ 15,000.00	
55732	399	other contract services	to pay captial waste		\$ 15,000.00
			Total	\$ 15,000.00	\$ 15,000.00

**New Revenue Codes for the Hire of the new SRO's through the Sheriff's Department for the Van Buren County High School and Elementary School.**

Jail Administrator Jessica Grissom was present at the meeting explaining that the City of Spencer has had the SRO's for several years but now the Sheriff's Department will be taken them. With the Continuing Budget being passed tonight the Sheriff's Department doesn't have line items to be able to hire 2 SRO's and start paying their salaries. Ms. Grissom is requesting approval to amend the budget in the amount of \$150,000.00 with the new line items and revenue Codes. (This \$150,000.00 is Grant money) Commissioner Tabitha Denney made a motion, second by Michael Woodlee to approve as presented.

Upon roll call: Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Brick Wall and Michael Woodlee voted yes. No changes to any yes vote. Motion passed. **Budget Amendments, Revenue Codes and Public Safety Grants as following:**

			Budget	Budget
54110		<b>Sheriff's Department</b>		22/23
	170	School Resource Officer	-	80,080
	201	Social Security	-	4,965
	204	State Retirement	-	5,606
	210	Unemployment Compensation	-	100
	212	Employer Medicare	-	1,161
	790	Other Equipment		58,088
		<b>Total Jail</b>	<b>0</b>	<b>\$ 150,000</b>

Revenue Codes            46290            \$150,000.00  
Other Public Safety Grants

**Van Buren County Trustee Beth Simmons (information only)**

Trustee Beth Simmons presented to the Full Commission information on a new process that she will be starting July 1, 2023 with distribution of Warrants/ Check written for Fiscal Year 2023.

**Information sheets as following for the record:**

**VAN BUREN COUNTY TRUSTEE**

**BETH M. SIMMONS**

**P.O. BOX 176  
121 TAFT DR.  
SPENCER, TENNESSEE 38585  
931-946-2263  
931-946-7689 fax**

**DATE:** JUNE 5, 2023

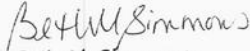
**TO:** Notice to all departments:

***Van Buren County Board of Education  
Van Buren County Highway Department  
Van Buren County Mayors Office***

**SUBJECT:** DISTRIBUTION OF WARRANTS/CHECK WRITTEN FOR FY23

This is a courtesy notice that all warrants written will be distributed upon upload beginning July 1, 2023. This new process will give each department, auditors, commissioners, and anyone else more accurate fund balances. If you have questions or concerns, please let me know prior to June 23<sup>rd</sup>, 2023.

Thank You,



**Beth M. Simmons,  
Van Buren County Trustee**

## WARRANT PROCESS OLD AND NEW (BEGINNING JULY, 2023)

### OLD/CURRENT

- Warrant(s) written by the Department.
- Department creates and brings jump drive of warrant(s) written for upload to the Trustee's office.
- Jump drive of warrants is uploaded to Trustee's LGC software.
- Warrant is mailed or given to the Payee (Who the warrant is written to).
- Payee cashes or deposits the warrant.
- Warrant travels the banking system from Payee's bank to Federal Reserve and back to CTCB (Van Buren County's bank).
- CTCB calls the Trustee's office with a daily warrant total for all departments.
- Trustee's office writes a county or child nutrition check and goes to the bank to exchange the Trustee check(s) for the warrants.
- Warrants are taken to Trustee's office and distributed (charged to the departments on which they are written) and reconciled.

### NEW BEGINNING JULY 2023

- Warrant(s) written by the Department.
- Department creates and brings jump drive of warrant(s) written for upload to the Trustee's office.
  - Trustee's office WILL distribute (charge to the departments on which they are written)
- Jump drive of warrants is uploaded to Trustee's LGC software.
- Warrant is mailed or given to the Payee (Who the warrant is written to).
- Payee cashes or deposits the warrant.
- Warrant travels the banking system from Payee's bank to Federal Reserve and back to CTCB (Van Buren County's bank).
- CTCB calls the Trustee's office with a daily warrant total for all departments.
- Trustee's office writes a county or child nutrition check and goes to the bank to exchange the Trustee check(s) for the warrants.
- Warrants are taken to Trustee's office and reconciled.

**Commissioner Tabitha Denney took the time to thank Sheriff Michael Brock for taking over the SRO's at the Van Buren County High School and Elementary School, she stated, "Thanks for protecting our children." All Commissioners agreed.**

**Adjournment**

Michael Woodlee made a motion, second by Tabitha Denney to adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 6:41 p.m.

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Chairman Terry Hickey

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County Clerk Lisa Rigsby