
Anderson County Board of Commissioners

Regular Agenda **Monday, July 15, 2024 @ 6:30 P.M.**

1. **Call to Order / Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Appearance of Citizens** – Items on or not on the agenda
5. **Approval and Correction of Agendas**
 - Consent Agenda
 - Regular Agenda
6. **Public Hearing** – by Vice Chairwoman Vandagriff
7. **Presentation of Reports:**
 - A. Elected Officials
 1. County Mayor – Terry Frank
Any questions from Commissioners
 2. Trustee – Regina Copeland
 1. Relief of liability for the collection of \$567,199.10 for 2022 delinquent taxes turned over to the Clerk & Master.
 2. Release of the 2022 Property Assessor changes in the assessments for \$138,200.00
 - B. Department Heads
 1. Director of Finance – Robby Holbrook
 - Budget Committee Report – by Robby Holbrook, Finance Director
 - Purchasing Committee Report – by Robby Holbrook, Finance Director
 2. Director of Schools
 - No Report
 3. Law Director – Jay Yeager
 1. Contract Approvals
 2. Zoning Violations
 3. Bankruptcies
 4. Delinquent Taxes
 5. Other
 - Josie West – Contract for Professional Services, Drug Court Counselor, term beginning July 1, 2024 to January 31, 2025.
 - Review of Weapons Policy for Non-Certified Deputies
 - Review of Fair Standards Act with the Texas Court of Appeals ruling to determine geographical limitations.
 6. Executive Session
 - C. Committees/Boards Reports
 1. Operations Committee Report – by Chairman Isbel
 - Temporary Use Agreement Senior Center Parking Lot
 - Resolution 24-07-1176 Authorizing Anderson County to Terminate the 457(B) deferred Compensation Plan Provided Through Nationwide.
 - Soccer Field Lease Agreement

- Fire Commission Bylaws
- Cemetery Gate Agreement with TVA revised.
- Resolution 24-07-1177 Establishing Selection Protocol and Procedures for the Disbursement of Opioid Abatement Funds.

8. Unfinished Business

9. New Business

10. Announcements

11. Adjourn

Respectfully Submitted
H. Tyler Mayes, Chairman



REGINA COPELAND
ANDERSON COUNTY TRUSTEE
100 N. MAIN STREET • ROOM 203 • CLINTON TN, 37716
Phone: (865) 457-6233 Fax: (865) 264-6247
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July 10, 2024

TO ANDERSON COUNTY COMMISSION:

I, Regina Copeland, Trustee of Anderson County, have complied with the laws relative to filing reports of delinquent and insolvent taxpayers for the year 2022. Suits for the collection of said taxes have been instituted in the Chancery Court of Anderson County, Tennessee.

I ask that I hereby be relieved of liability for the collection of \$567,199.10 for 2022 delinquent taxes turned over to the Clerk & Master of Anderson County. This total includes all real, personal and utility taxes.

Respectfully submitted,


Regina Copeland, Trustee



REGINA COPELAND
ANDERSON COUNTY TRUSTEE
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Phone: (865) 457-6233 Fax: (865) 264-6247
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July 10, 2024

TO THE ANDERSON COUNTY COMMISSION

**I, Regina Copeland, Trustee for Anderson County,
respectfully ask for the release of the 2022 Property Assessor
changes in the assessments.**

**The total tax to be released is \$138,200.00. This is based on
the information that we receive from the Property Assessor for
any change to the assessment which includes all districts and all
rates from Oct 1, 2022 thru March 27, 2024.**

Respectfully submitted,


Regina Copeland, Trustee

TRUSTEE RELEASE LETTER

Anderson County for the year ending March 30, 2024 to the
release committee. I respectfully ask for the release on
taxes assessed against the following persons for the reasons given.

Bill #	Notes	
<u>20886</u>	LIBERTY TAX SERVICE NO. 14814 PICKED UP TWICE ON TAX ROLL 2022	-\$52.00
<u>20886</u>	LIBERTY TAX SERVICE NO. 14814 PICKED UP TWICE ON TAX ROLL 2022	\$0.00
<u>19456</u>	KEYVAGO LLC ROLLBACK TAXES FOR 2019-2021	\$2,139.00
<u>18880</u>	JONES TERRY ALLEN NO. 14799 ROLLBACK TAXES DUE	\$886.00
<u>23281</u>	MCINTOSH TINA E NO. 14797 ROLLBACK TAXES FOR 2019- 2021	\$2,105.00
<u>18276</u>	JETT KENNETH O. JR AND WIFE LAURA NICOLE JETT NO. 14800 ADD ROLLBACK TAXES FOR 2019-2021	\$690.00
<u>25067</u>	MURPHY MIRANDA ROLLBACK TAXES ADDED FOR 2019- 2021	\$1,512.00
<u>40242</u>	RIVER OAK DEVELOPMENT LLC C/O JENNIE ANAYA	\$142.00
<u>40241</u>	COMPASS GROUP USA, INC	\$258.00
<u>27146</u>	PAYNE SANDRA J NO. 14804 REMOVED HOUSE YEARS AGO	-\$209.00
<u>36065</u>	VAN DINTER GARY A NO. 14803 REMOVED OBY'S FOR 2022	-\$52.00
<u>4444</u>	BROWN JASON & KRISTI C/O KATHLEEN CLARK NO. 14794 PARCEL COMBINED WITH 9.00 FOR 2022	-\$28.00
<u>4444</u>	BROWN JASON & KRISTI C/O KATHLEEN CLARK NO. 14794 PARCEL COMBINED WITH 9.00 FOR 2022	\$0.00
<u>26672</u>	PAOLETTO ANGELO J AND WIFE ANDREA L PAOLETTO NO. 14749 LEFT OFF TAX YEAR FOR 2022 COMBINED FOR TY 2022, 25% ASSESSMENT ADDED	\$638.00

<u>24519</u>	MOORE ERNEST NO. 14801 HOUSE FIRE	-523.00
<u>18770</u>	JONES JAMES R III NO. 14802 HEAVY FLOOD DAMAGE	-537.00
<u>8492</u>	D & J CLEANERS NO. 14815 RENTER LEFT PROPERTY	0.00
<u>4657</u>	BRUMMETT SONJA DAWN NO. 14816 COMBINED WITH PARCEL 151.01	-226.00
<u>33734</u>	STOUT SONJA BRUMMETT AKA SONJA BRUMMETT NO. 14819 PARCELS 133.00, 151.02 AND MAP 73J-A-43.04 COMBINE WITH 151.01 UNDER GREENBELT	348.00
<u>22129</u>	MAPLES KENT C/O WILLIAM REED NO. 14825 DEED NOT TRANSFER TO MAIN PARCEL NEW OWNER	-143.00
<u>4114</u>	BRIDGES WAYNE NO. 14826 REMOVE HOUSE-PRORATED 7/1/22	-73.00
<u>4656</u>	BRUMMETT SONJA DAWN NO. 14817 COMBINED WITH PARCEL 151.01	-889.00
<u>4656</u>	BRUMMETT SONJA DAWN NO. 14817 COMBINED WITH PARCEL 151.01	0.00
<u>4657</u>	BRUMMETT SONJA DAWN NO. 14816 COMBINED WITH PARCEL 151.01	0.00
<u>8492</u>	D & J CLEANERS NO. 14815 RENTER LEFT PROPERTY	-12.00
<u>32807</u>	SNYDER RONALD B NO. 14824 MOBILE HOME REMOVED FROM PROPERTY 2021	0.00
<u>32807</u>	SNYDER RONALD B NO. 14824 MOBILE HOME REMOVED FROM PROPERTY 2021	-45.00
<u>7075</u>	COAL CREEK CAMPGROUND, LLC NO. 14821 WRONG PARCEL	-6.00
<u>7075</u>	COAL CREEK CAMPGROUND, LLC NO. 14821 WRONG PARCEL	0.00
<u>8674</u>	DANA RUST REAL ESTATE HOLDINGS LLC NO. 14808 BUILDING NOT FINISHED INSIDE	-2,245.00
<u>26672</u>	PAOLETTO ANGELO J AND WIFE ANDREA L PAOLETTO NO. 14827 FIELD CHECK PROPERTY, NO ACCESS, NO WATER, NO ELECTRIC	-638.00
<u>33735</u>	STOUT SONJA BRUMMETT AKA SONJA BRUMMETT NO. 14818 COMBINED WITH PARCEL 151.01	0.00
<u>33735</u>	STOUT SONJA BRUMMETT AKA SONJA BRUMMETT	-499.00

	NO. 14818 COMBINED WITH PARCEL 151.01	
<u>22129</u>	MAPLES KENT C/O WILLIAM REED	\$0.00
	NO. 14825 DEED NOT TRANSFER TO MAIN PARCEL NEW OWNER	
<u>729</u>	AMERICAN MUSUM OF SCIENCE & ENERGY FOUNDATION	\$0.00
	NO. 14811 BUSINESS EXEMPT DOE PROPERTY	
<u>35143</u>	TINKLE ROBERT G	\$410.21
	NO. 14807 PROPERTY TYPE 08 COMMERCIAL SHOULD BE 00 RESIDENTIAL	
<u>35143</u>	TINKLE ROBERT G	-\$477.21
	CORRECT NO. 14807	
<u>703</u>	AM/PM MART OF KENTUCKY LLC C/O RICHARD S MATLOCK	-\$318.00
	NO. 14822 HSE REMOVED FROM S1 001 LAND ADDED TO PARENT CARD 013.00 1.35 AC	
<u>703</u>	AM/PM MART OF KENTUCKY LLC C/O RICHARD S MATLOCK	\$0.00
	NO. 14822 HSE REMOVED FROM S1 001 LAND ADDED TO PARENT CARD 013.00 1.35 AC	
<u>702</u>	AM/PM MART OF KENTUCKY LLC C/O RICHARD S MATLOCK	\$705.69
	NO. 14823 S1 001 DELETED LAND COMBINED WITH PARNET CARD, LOT LEVELED. HSE REMOVED	
<u>702</u>	AM/PM MART OF KENTUCKY LLC C/O RICHARD S MATLOCK	\$0.31
	NO. 14823 CORRECTED	
<u>729</u>	AMERICAN MUSUM OF SCIENCE & ENERGY FOUNDATION	-\$5.00
	NO. 14811 BUSINESS EXEMPT DOE PROPERTY	
<u>36628</u>	WAL-MART INC ATTN: PROPERTY TAX DEPT	-\$13,189.00
	NO. 14828 STATE BOARD OF EQUALIZATION APPEAL	
<u>22037</u>	MANUFACTURING SCIENCES CO	\$26,675.00
	CORRECTION OF ERROR REASESSESSED BASED ON AUDIT VALUES	
<u>36871</u>	WALMART REAL ESTATE BUSINESS TRUST	-\$21,685.00
	NO. 14829 STATE BOARD OF EQUALIZATION APPEAL	
<u>29664</u>	ROBBINS JAN G	\$1,497.00
	ADD ROLLBACK TAXES TO BE PAID	
<u>34655</u>	THE DRIVING CENTER	-\$312.00
	NO. 14833 ACCOUNT PICKED UP TWICE	
<u>759</u>	AMSPEC	-\$5.00
	NO. 14834 COMBINED WITH SPECTRA TECH	
<u>701</u>	AM-TECH, INC	\$0.00

	NO. 14835 COMBINED WITH SPECTRA TECH	
<u>759</u>	AMSPEC	\$0.00
	NO. 14834 COMBINED WITH SPECTRA TECH	
<u>34655</u>	THE DRIVING CENTER	\$0.00
	NO. 14833 ACCOUNT PICKED UP TWICE	
<u>2037</u>	BASF CORPORATION	\$0.00
	NO. 14836 VEHICLE REMOVED	
<u>2037</u>	BASF CORPORATION	-\$6.00
	NO. 14836 VEHICLE REMOVED	
<u>701</u>	AM-TECH, INC	-\$5.00
	NO. 14835 COMBINED WITH SPECTRA TECH	
<u>40243</u>	PATRICK OGAN AND WIFE ASHLEY	\$5,735.00
<u>40243</u>	PATRICK OGAN AND WIFE ASHLEY CREATED IN ERROR	\$0.00
<u>26192</u>	OGAN PATRICK SHANE AND WIFE ASHLEY LAUREN	\$2,755.00
	NO. 14806 PICK UP HOUSE 2017	
<u>40243</u>	PATRICK OGAN AND WIFE ASHLEY CREATED IN ERROR	-\$5,735.00
<u>23577</u>	MDI CONSTRUCTION, INC.	\$0.00
	NO. 14842 MOVED ALL ASSETS OUT OF STATE FOR 2022	
<u>36050</u>	VALLEY PALLET OF TENNESSEE	-\$37.00
	NO. 14840 PICKED UP TWICE	
<u>24779</u>	MORRISON MANAGEMENT SPECIALIST, INC.	\$0.00
	NO. 14838 ACCOUNT CLOSED	
<u>24779</u>	MORRISON MANAGEMENT SPECIALIST, INC.	-\$816.00
	NO. 14838 ACCOUNT CLOSED	
<u>23577</u>	MDI CONSTRUCTION, INC.	-\$12.00
	NO. 14842 MOVED ALL ASSETS OUT OF STATE FOR 2022	
<u>35352</u>	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC C/O RYAN LLC.	-\$9.00
	NO. 14841 OWNER LISTED 0 ASSETS BUT DESIRES FOR BUSINESS TO REMAIN OPEN FOR FUTURE ASSET REPORTING	
<u>12541</u>	GAMETIME PIZZA	-\$14.00
	NO. 14839 ACCOUNT PICKED UP TWICE	
<u>12541</u>	GAMETIME PIZZA	\$0.00
	NO. 14839 ACCOUNT PICKED UP TWICE	
<u>36050</u>	VALLEY PALLET OF TENNESSEE	\$0.00
	NO. 14840 PICKED UP TWICE	

<u>11575</u>	FLATS AT JACKSON SQUARE APTS C/O EVANS & PETREE PC PROP TAX GROUP	\$616.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>10277</u>	EAST TENNESSEE PEDIATRIC DENTISTRY	-\$199.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>494</u>	ALL CRANE RENTAL OF TENNESSEE LLC	\$6,720.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>26060</u>	OAK RIDGE FABRICATORS	\$254.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>18942</u>	JOYCE MEREDITH & FLITCROFT	\$125.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>270</u>	ADKINS EXCAVATING	\$665.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>25875</u>	NORRIS ACADEMY SEQUEL YOUTH AND FAMILY SERVICES	-\$1,562.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>25773</u>	NISSAN NORTH AMERICA, INC. C/O DUCHARME, MCMILLEN & ASSOCIATES, INC	\$5,551.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>25560</u>	NETGAIN CORP	\$259.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>10338</u>	EDDIE HAIR TIRE & AUTO CENTER	-\$143.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>25339</u>	NAVARRO RESEARCH & ENGINEERING, INC.	-\$251.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>22699</u>	MATERIALS AND CHEMISTRY LABORATORY, INC	\$1,565.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>23527</u>	MCNEELEY FAMILY CLINIC %COVENANT MEDICAL MGMT INC	\$74.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>22700</u>	MATERIALS ENG & TESTING	-\$1,027.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>35303</u>	TOMMYS MOTOR SPORTS INC	\$118.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>12164</u>	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	-\$0.04
	ROUNDED AMOUNT DUE	
<u>12164</u>	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	\$545.04

	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>16565</u>	HOLLEY-GAMBLE FUNERAL HOME	\$98.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>35506</u>	TRINITY PAINTING COMPANY	\$0.00
	NO. 14845 DOES NOT HAVE BUSINESS AT THIS LOCATION	
<u>11267</u>	FAST PACE HEALTH	\$246.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>17888</u>	J&V PRECISION, INC.	\$192.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>29233</u>	RIA HOSPITALITY LLC C/O EVANS & PETREE PC	-\$341.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>32881</u>	SOUTHERN BANK OF TENNESSEE	\$23.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>37559</u>	WEIGELS #73	-\$43.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>34185</u>	TACO BELL 034827	-\$76.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>31603</u>	SHAWMUT CORPORATION	-\$19,351.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>14952</u>	HARDIN TRANSPORTATION	-\$250.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>29899</u>	ROCKY TOP MARKET #903	\$1,072.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>36629</u>	WAL-MART/SAMS CLUB	\$4,183.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>34412</u>	TAYLOR PLUMBING OF EAST TN, INC.	\$2,704.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>17977</u>	JACOBS TECHNOLOGY	-\$29.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>37209</u>	WATT ENTERPRISES INC	-\$193.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>32990</u>	SPEEDWAY 7108 RYAN LLC	\$605.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>5674</u>	CANBERRA INDUSTRIES INC	\$3,088.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>15371</u>	HATMAKER FUNERAL HOME	-\$1,066.00

	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>36627</u>	WAL-MART /SAMS CLUB	\$11,090.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>5689</u>	CANTERFIELD OF OAK RIDGE LLP	\$1,386.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>35506</u>	TRINITY PAINTING COMPANY	-\$14.00
	NO. 14845 DOES NOT HAVE BUSINESS AT THIS LOCATION	
<u>33996</u>	SUN-RAY LLC.	\$284.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>14406</u>	HABENEROS MEXICAN GRILL	-\$123.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>27128</u>	PAWS PET SALON & DAY CAMP	\$0.00
	NO. 14844 NOT IN CITY LIMITS	
<u>27128</u>	PAWS PET SALON & DAY CAMP	-\$338.00
	NO. 14844 NOT IN CITY LIMITS	
<u>8216</u>	CROSS COUNTRY INFRASTRUCTURE SERVICES, INC.	\$790.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>5016</u>	BURKE'S OUTLET STORE #650	\$135.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>2409</u>	BELTLINE ELECTRIC CO., INC.	-\$822.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>27333</u>	PERMA-FIX	-\$3,219.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>33956</u>	SUMMIT MEDIA LLC	-\$157.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>986</u>	APTIM CORP	-\$474.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>494</u>	ALL CRANE RENTAL OF TENNESSEE LLC	-\$6,720.00
	CHANGES BACK TO ORIGINAL PER PROPERTY ASSESSOR	
<u>17977</u>	JACOBS TECHNOLOGY	\$468.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>17888</u>	J&V PRECISION, INC.	\$373.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>270</u>	ADKINS EXCAVATING	\$696.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>33996</u>	SUN-RAY LLC.	\$252.00
	AUDIT RESULTS CERTIFICATION FOR BARA	

<u>17648</u>	INFORMATION INTERNATIONAL ASSOCIATES INC AUDIT RESULTS CERTIFICATION FOR BARA	-\$1,950.00
<u>5016</u>	BURKE'S OUTLET STORE #650 AUDIT RESULTS CERTIFICATION FOR BARA	\$416.00
<u>23868</u>	MICROBAC LABORATORIES INC STE 400 AUDIT RESULTS CERTIFICATION FOR BARA	-\$1,069.00
<u>11736</u>	FOOTHILLS MHC LLC NO. 14850 WRONG SIZE OF MOBILE HOME	-\$43.00
<u>14406</u>	HABENEROS MEXICAN GRILL CERTIFICATION FOR BARA AUDIT RESULTS	\$229.00
<u>15371</u>	HATMAKER FUNERAL HOME AUDIT RESULTS CERTIFICATION FOR BARA	\$249.00
<u>26060</u>	OAK RIDGE FABRICATORS AUDIT RESULTS CERTIFICATION FOR BARA	\$599.00
<u>25875</u>	NORRIS ACADEMY SEQUEL YOUTH AND FAMILY SERVICES AUDIT RESULTS CERTIFICATION FOR BARA	\$482.00
<u>25560</u>	NETGAIN CORP AUDIT RESULTS CERTIFICATION FOR BARA	\$407.00
<u>10226</u>	EAGLE BEND MFG AUDIT RESULTS CERTIFICATION FOR BARA	\$71,773.00
<u>10277</u>	EAST TENNESSEE PEDIATRIC DENTISTRY CERTIFICATION FOR BARA AUDIT RESULTS	\$428.00
<u>5674</u>	CANBERRA INDUSTRIES INC AUDIT RESULTS CERTIFICATION FOR BARA	\$13,046.00
<u>37209</u>	WATT ENTERPRISES INC AUDIT RESULTS CERTIFICATION FOR BARA	\$328.00
<u>10338</u>	EDDIE HAIR TIRE & AUTO CENTER AUDIT RESULTS CERTIFICATION FOR BARA	\$175.00
<u>34412</u>	TAYLOR PLUMBING OF EAST TN, INC. AUDIT RESULTS CERTIFICATION FOR BARA	\$1,406.00
<u>31603</u>	SHAWMUT CORPORATION AUDIT RESULTS CERTIFICATION FOR BARA	\$21,080.00
<u>36553</u>	W.A. KENDALL AND COMPANY, LLC AUDIT RESULTS CERTIFICATION FOR BARA	-\$381.00
<u>5689</u>	CANTERFIELD OF OAK RIDGE LLP AUDIT RESULTS CERTIFICATION FOR BARA	\$993.00

<u>8216</u>	CROSS COUNTRY INFRASTRUCTURE SERVICES, INC. AUDIT RESULTS CERTIFICATION FOR BARA	\$667.00
<u>40244</u>	VERUS INVESTMENT MANAGEMENT, LLC C/O STANLEY DUNCAN	\$761.00
<u>27447</u>	PHARMA PACKAGING SOLUTIONS CERTIFICATION FOR BARA AUDIT RESULTS	\$3,445.38
<u>36293</u>	VERUS INVESTMENT MANAGEMENT, LLC NO. 14857 MOVED MH TO A T-CARD	-\$760.00
<u>29963</u>	KERN MEMORIAL UNITED METHODIST CHURCH NO. 14853 SBOE EXEMPT EFF 10-12-22 #208969	-\$407.00
<u>22037</u>	MANUFACTURING SCIENCES CO CERTIFICATION FOR BARA AUDIT RESULTS	-\$985.49
<u>22037</u>	MANUFACTURING SCIENCES CO FORGOT TO TAKE THE CHANGE AMOUNT OFF	\$0.49
<u>27447</u>	PHARMA PACKAGING SOLUTIONS FORGOT TO TAKE THE CHANGE AMOUNT OFF	-\$0.38
<u>1389</u>	AUTOMOTIVE RENTALS INC. TAX DEPARTMENT CERTIFICATION FOR BARA AUDIT RESULTS	\$273.00
<u>1390</u>	AUTOMOTIVE RENTALS, INC. TAX DEPARTMENT CERTIFICATION FOR BARA AUDIT RESULTS	-\$661.00
<u>2401</u>	BELL WILLIE AND WIFE CHARLOTTE ROLLBACK TAX ADDED	\$258.00
<u>7547</u>	COOK LEROY NO. 14861 KEYING ERROR MANUFACTURED HOME	-\$519.00
<u>11741</u>	FOOTHILLS MHC LLC NO. 14862 WRONG SIZE AND YEAR OF MOBILE HOME	-\$173.00
<u>23279</u>	MCINTOSH RICHARD AND WIFE V JOAN ROLLBACK TAX ADDED	\$201.00
<u>16254</u>	HILL CAROLYN S ADDED ROLLBACK TAXES	\$594.00
<u>35791</u>	ULTIMATE TOOL & DIE AUDIT RESULTS CERTIFICATION FOR BARA	\$3,375.00
<u>8351</u>	CRYO MAGNETICS INC AUDIT RESULTS CERTIFICATION FOR BARA	\$3,812.00

<u>19136</u>	KEATING MACHINE INC	\$76.00
	AUDIT RESULTS CERTIFITCATION FOR BARA	
<u>21559</u>	LOWE'S TOWS	-\$20,011.00
	EXTRA NUMBER ACCIDENTLY KEYED IN ERROR	
<u>35385</u>	TOYOTA MOTOR MFF. KENTUCKY TN136 C/O USTCG	\$129.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>28879</u>	RAYBO INC	-\$323.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>24325</u>	MOBLEY ENGINEERING INC	\$31.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>17582</u>	HYUNDAI MOTOR MANUFACTURING AL, LLC	\$4,031.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>35392</u>	TOYOTA MOTOR MFG W VIRGINI C/O USTCG	\$475.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>10989</u>	EXPRESS PAWN AND TRADING COMPANY	\$0.00
	NO. 14870 PICK UP TWICE IN 2022	
<u>10989</u>	EXPRESS PAWN AND TRADING COMPANY	-\$37.00
	NO. 14870 PICK UP TWICE IN 2022	
<u>984</u>	APPLIED MACHINING, INC.	\$131.00
	AUDIT RESULTS CERTIFICATION FOR BARA	
<u>100052</u>	EAGLE BEND TRANSPORTATION, INC	-\$39.00
	BILL DELETED PER TN COMPTROLLER	
<u>100052</u>	EAGLE BEND TRANSPORTATION, INC	\$0.00
	BILL DELETED PER TN COMPTROLLER	
<u>3098</u>	BLOOMFIELD RE LLC C/O AMBER ROSE	-\$189.00
	NO. 14871 WRONG SIZE AND YEAR OF MOBILE HOME	
<u>35237</u>	TOBLER KRISTEN DIANE AND HUSBAND ERIC J	\$308.00
	NO. 14873 WRONG PARCEL FOR 2022	
<u>25067</u>	MURPHY MIRANDA	\$0.00
	NO. 14874 LATE RECORDING GREENBELT	
<u>40245</u>	TAYLOR DAVID RAY AND OTHERS	\$311.00
<u>25067</u>	MURPHY MIRANDA	\$0.00
	NO. 14874 LATE RECORDING GREENBELT	
<u>25067</u>	MURPHY MIRANDA	\$0.00

	NO. 14874 LATE RECORDING GREENBELT	
<u>20711</u>	LEMBKE BENJAMIN M AND WIFE PARIS E GAYNOR NO. 14872 WRONG PARCEL FOR 2022	-\$308.00
<u>10728</u>	EMORY VALLEY CENTER NO. 14867 SBOE EXEMTION EFF 11/10/22 ER#210995	-\$141.00
<u>10727</u>	EMORY VALLEY CENTER NO. 14866 SBOE EXEMTION EFF 11/10/22 ER#210997	-\$80.00
<u>25067</u>	MURPHY MIRANDA NO. 25067 LATE RECORDING GREENBELT	-\$491.00
<u>40249</u>	WINDLE HOUSTON AND OTHERS	\$12.00
<u>40255</u>	HENSLEY WILLIE AND TONIA	\$76.00
<u>40257</u>	MAP 0406 C/O MERIT ADVISORS, LLC	\$24.00
<u>40253</u>	WINDROCK LAND COMPANY	\$1,937.00
<u>40254</u>	WINDROCK LAND COMPANY	\$38.00
<u>40250</u>	WINDLE HOUSTON AND OTHER	\$61.00
<u>40251</u>	WINDROCK LAND COMPANY	\$774.00
<u>40252</u>	WINDLE HOUSTON	\$35.00
<u>40248</u>	MAP 0406 C/O MERIT ADVISORS, LLC	\$3,035.00
<u>100157</u>	COMPASS MINERALS AMERICA, INC. CORRECTION: LETTER FROM PAT DODSON FROM STATE OF TN TO ADD UTILITY BILL TO THE 2022 TAX ROLL.	\$332.00
<u>25067</u>	MURPHY MIRANDA NO. 14874 LATE RECORDNG GREENBELT	-\$1,512.00
<u>100155</u>	CARTER EXPRESS, INC.	\$31,036.00

	CORRECTION: LETTER FROM PAT DODSON FROM STATE OF TN TO ADD UTILITY TO THE 2022 TAX ROLL.	
<u>40246</u>	MACK CENTENNIAL, LLC	\$59,776.00
<u>40247</u>	WINDLE HOUSTON E AND OTHERS	\$212.00
<u>100156</u>	SMITH TRANSPORT, INC. CORRECTION: LETTER FROM PAT DODSON FROM STATE OF TN TO ADD UTILITY TO THE 2022 TAX ROLL	\$578.00
<u>100037</u>	COMPASS MINERALS AMERICA, INC. CORRECTION: DELETE THIS BILL IT IS COMBINED IN WITH BILL 22-100157	-\$30.00
<u>100105</u>	PNW RAILCARS, INC., CORRECTION: LETTER FROM PAT DODSON FROM STATE OF TN TO ADD UTILITY TO THE 2022 TAX ROLL	\$10,085.00
<u>100158</u>	PNW RAILCARS, INC., DELETE BILL ADDED WITH BILL #22-100105	\$0.00
<u>40259</u>	MAP 0406 C/O MERIT ADVISORS, LLC	\$259.00
<u>40256</u>	LIVELY MARK E	\$1.00
<u>40258</u>	WINDLE HOUSTON E AND OTHERS	\$43.00
<u>8236</u>	CROSSRIDGE PRECISION INC FKA RIDGE METALS CERTIFICATION FOR BARA AUDIT RESULTS	\$358.00
<u>27563</u>	PHILLIPS DEMMA K NO. 14884 PRODUCTION REPORT ON GAS AND OIL WELLS FROM STATE LATE 1/6/23	\$4.00
<u>7003</u>	CLINTON PALLET COMPANY CERTIFICATION FOR BARA AUDIT RESULTS	\$64.00
<u>25150</u>	MUTUAL TELCOM SERVICES INC. CERTIFICATION FOR BARA AUDIT RESULTS	\$7.00
<u>24411</u>	MONRO, INC. C/O BRADEN TAX MANAGEMENT CERTIFICATION FOR BARA AUDIT RESULTS	\$39.00
<u>34504</u>	TENN TOOL & ENGINEERING, INC. CERTIFICATION FOR BARA AUDIT RESULTS	\$1,405.00

<u>494</u>	ALL CRANE RENTAL OF TENNESSEE LLC	-\$2,477.00
	NO. 14903 AMENDED ASSET LOCATION ASSETS WERE LOCATED OUTSIDE OF ANDERSON COUNTY PRIOR TO 1/1/22	
<u>343</u>	ADVANCED LABEL WORX INC	\$725.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>6954</u>	CLINCH RIVER BREWING	\$59.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>17046</u>	HOUCHENS INDUSTRIES INC IGA	\$11.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>12747</u>	GELCO FLEET TRUST	\$0.00
	NO. 14901 NO LEASED VEHICLES	
<u>12747</u>	GELCO FLEET TRUST	-\$6.00
	NO. 14901 NO LEASED VEHICLES	
<u>40260</u>	WINDROCK LAND COMPANY	\$487.00
<u>40261</u>	WINDROCK LAND COMPANY	\$2,964.00
<u>722</u>	AMERICAN CUSTOM REAL ESTATE SERVICES	-\$10.00
	NO. 14904 NEW OWNER OF PROPERTY- DOES NOT HAVE A BUSINESS	
<u>34347</u>	TAYLOR DRYWALL	\$0.00
	NO. 14905 BUSINESS NEVER OPENED	
<u>34347</u>	TAYLOR DRYWALL	-\$13.00
	NO. 14905 BUSINESS NEVER OPENED	
<u>722</u>	AMERICAN CUSTOM REAL ESTATE SERVICES	\$0.00
	NO. 14904 NEW OWNER OF PROPERTY- DOES NOT HAVE A BUSINESS	
<u>32043</u>	SIMPSON JOSEPH AND JON SIMPSON	\$129.00
	ADD ROLLBACK TAXES	
<u>494</u>	ALL CRANE RENTAL OF TENNESSEE LLC	\$2,477.00
	NO. 14903 CHANGED BACK TO ORGINAL	
<u>25533</u>	NELSON SAM C	-\$45.00
	NO. 14906 MH BURNT IN JUNE 2022 PER CUB	
<u>36208</u>	VASCULAR DIAGNOSTIC CENTER OF OAK RIDGE INC	\$1,774.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>3148</u>	BLUE CHIP MACHINING	\$230.00
	CERTIFICATION FOR BARA AUDIT RESULTS	

<u>488</u>	ALL ABOUT U CLEANING NO. 14907 NO BUSINESS AT THIS ADDRESS	\$0.00
<u>488</u>	ALL ABOUT U CLEANING NO. 14907 NO BUSINESS AT THIS ADDRESS	-\$12.00
<u>14267</u>	GUITAR STUDIO NO. 14908 OWNER PASSED 1/6/2020	-\$1.00
<u>14267</u>	GUITAR STUDIO NO. 14908 OWNER PASSED 1/6/2020	\$0.00
<u>30415</u>	RUSTY WALLACE CHEVROLET COLLISION CENTER CERTIFICATION FOR BARA AUDIT RESULTS	\$599.00
<u>29894</u>	ROCKY TOP DENTISTRY, PLLC CERTIFICATION FOR BARA AUDIT RESULTS	\$2,024.00
<u>25034</u>	MURPHY MECH CONTR. INC. CERTIFICATION FOR BARA AUDIT RESULTS	\$1,348.00
<u>14771</u>	HAMPTON INN CERTIFICATION FOR BARA AUDIT RESULTS	\$1,814.00
<u>9999</u>	DUNCAN ELIJAH AND WIFE DANIELLE PICK UP FOR GARAGE WAS FOR 2023	-\$392.00
<u>38076</u>	WHITES PEST CONTROL NO. 14881 DUPLICATE PERSONAL PROPERTY BILL	-\$46.00
<u>38076</u>	WHITES PEST CONTROL NO. 14881 DUPLICATE PERSONAL PROPERTY BILL	\$0.00
<u>38533</u>	WILLIS DUCT CLEANING DUSTY DUCTS ARE NOT COOL NO. 14910 MR. WILLIS HAD A STROKE UNABLE TO WORK	\$0.00
<u>38533</u>	WILLIS DUCT CLEANING DUSTY DUCTS ARE NOT COOL NO. 14910 MR. WILLIS HAD A STROKE UNABLE TO WORK	-\$20.00
<u>21807</u>	MACK ERIC AND WIFE PAMELA ADD ROLLBACK TAXES TO BE PAID	\$65.00
<u>40262</u>	TITAN DEVELOPMENT JOINT VENTURE ADDED WRONG PARCEL	\$0.00
<u>14290</u>	GUNTER AUTOMOTIVE LLC NO. 14913 MISSED SPLIT FOR 2022	-\$389.00
<u>40262</u>	TITAN DEVELOPMENT JOINT VENTURE ADDED WRONG PARCEL	-\$2,645.00
<u>40262</u>	TITAN DEVELOPMENT JOINT VENTURE	\$2,645.00

<u>40263</u>	TITAN DEVELOPMENT JOINT VENTURE	\$2,645.00
<u>12984</u>	GILBERT JIM NO. 14911 HOUSE IN POOR CONDITION HOUSE VACANT FOR YEARS	-\$247.00
<u>35585</u>	TTE CASTING TECHNOLOGIES CERTIFICATION FOR BARA AUDIT RESULTS	\$16,941.00
<u>11607</u>	FLIR DETECTION, INC. ATTN: SANDRA SHAPIRO CERTIFICATION FOR BARA AUDIT RESULTS	\$6,425.00
<u>34131</u>	T.J. WIES CONTRACTING, INC CERTIFICATION FOR BARA AUDIT RESULTS	\$237.00
<u>8388</u>	CUMBERLAND NEUROLOGY GP C/O COVENANT MEDICAL MGMT CERTIFICATION FOR BARA AUDIT RESULTS	\$52.00
<u>10265</u>	EAST TENN PULMONARY ASSOC STE C200 CERTIFICATION FOR BARA AUDIT RESULTS	\$160.00
<u>11272</u>	FASTENAL COMPANY CERTIFICATION FOR BARA AUDIT RESULTS	\$765.00
<u>6955</u>	CLINCH RIVER DIALYSIS CERTIFICATION FOR BARA AUDIT RESULTS	\$304.00
<u>12789</u>	GEON PERFORMANCE SOLUTIONS, LLC ATTN: JOE KRIVIS CERTIFICATION FOR BARA AUDIT RESULTS	\$34,985.00
<u>9212</u>	DELTA M CERTIFICATION FOR BARA AUDIT RESULTS	\$111.00
<u>1218</u>	ASPEN DENTAL MANAGEMENT, INC. CERTIFICATION FOR BARA AUDIT RESULTS	\$386.00
<u>35199</u>	TN GAS LLC CERTIFICATION FOR BARA AUDIT RESULTS	-\$2,106.00
<u>10158</u>	DURR GARY AND WIFE BONNIE ADD ROLLBACK TAXES	\$165.00
<u>10906</u>	EVANS AMANDA C TRUSTEE BOBBIE L BROOKS TRUSTEE ADD ROLLBACK TAXES TO BE PAID	\$954.00
<u>11608</u>	FLIR SYSTEMS, INC. C/O SANDRA SHAPIRO CERTIFICATION FOR BARA AUDIT RESULTS	\$128.00
<u>29075</u>	REMOTEC INC	-\$490.00

	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>149</u>	ACATO INFORMATION MANAGEMENT LLC	-\$226.00
	CORRECTED ASSET VALUE GROUP 1	
<u>37534</u>	WEBSTER WILLIAM E	\$534.00
	ROLLBACK ADDED	
<u>23837</u>	MEXI-TACOS	-\$236.00
	NO. 14915 NEVER STARTED BUSINESS	
<u>23837</u>	MEXI-TACOS	\$0.00
	NO. 14915 NEVER STARTED BUSINESS	
<u>40264</u>	USA DEBUSK	-\$10,419.00
	WRONG YEAR	
<u>40265</u>	WINDROCK LAND COMPANY	\$88.00
<u>6562</u>	CHESTNUT RIDGE LANDFILL WASTE C/O	\$115.00
	MARVIN F POER & CO	
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>40266</u>	WINDROCK LAND COMPANY	\$875.00
<u>7371</u>	COMCAST CABLEVISION	\$621.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>23972</u>	MILLER EQUIPMENT CO INC	\$24.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>3493</u>	BOSTON GOVERNMENT SERVICES, LLC	\$255.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>2124</u>	BAUSCH HEALTH US, LLC.	\$367.00
	BARA AUDIT RESULTS	
<u>40267</u>	WINDROCK LAND COMPANY	\$90.00
<u>40268</u>	WINDROCK LAND COMPANY	\$478.00
<u>1262</u>	ASSURED BIO LABS LLC	\$94.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>20562</u>	LEE & BARTON DDS	\$696.00
	CERTIFICAITON FOR BARA AUDIT RESULTS	
<u>4159</u>	BROADWAY ELECTRIC SERVICE CORP	\$588.00
	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>727</u>	AMERICAN MAGNETICS INC.	\$362.00
	CERTIFICATION FOR BARA AUDIT RESULTS	

<u>40264</u>	USA DEBUSK	\$10,419.00
<u>28390</u>	PROMAX CORP CLOSED BUSINESS 12/31/21	-\$123.00
<u>38124</u>	WHITT BESSIE MAY AND JERRY WHITT HOUSE FIRE 1/19/19 PER CUB	-\$33.00
<u>28390</u>	PROMAX CORP CLOSED BUSINESS 12/31/21	\$0.00
<u>35386</u>	TOYOTA MOTOR MFG ALA TN136 C/O USTCG CERTIFICATION FOR BARA AUDIT RESULTS	\$184.00
<u>35863</u>	USA DEBUSK CERTIFICATION FOR BARA AUDIT RESULTS	\$1,185.00
<u>7370</u>	COMCAST CABLEVISION ONE COMCAST CENTER CERTIFICATION FOR BARA AUDIT RESULTS	\$557.00
<u>14324</u>	GUTHRIE JAMES R MAPPING CHANGE FRO 2022	\$0.00
<u>18474</u>	JOHNSON JERRY B TRUST BARBARA J JOHNSON TRUST ADD ROLLBACK	\$2,964.00
<u>14322</u>	GUTHRIE JAMES R MH REMOVED 2022	-\$28.00
<u>20920</u>	LIGHTSIDE MARKETING, INC. CLOSED WITH THE STATE	\$0.00
<u>14322</u>	GUTHRIE JAMES R MH REMOVED 2022	\$0.00
<u>20920</u>	LIGHTSIDE MARKETING, INC. CLOSED WITH THE STATE	-\$19.00
<u>14324</u>	GUTHRIE JAMES R MAPPING CHANGE FRO 2022	-\$58.00
<u>27807</u>	PHILLIPS WAYNE AND WIFE JOAN ADD ROLLBACK TAXES TO BE PAID	\$44.00
<u>400</u>	AIRGAS USA, LLC. - SOUTH DIVISION C/O AIRGAS, INC. - CORPORATE TAX DEPT. CERTIFICATION FOR BARA AUDIT RESULTS	\$872.00
<u>18201</u>	JENKINS VERNON TYLER ADD ROLLBACK TAXES TO BE PAID	\$1,017.00
<u>18923</u>	JOSE MUNOZ SR & GUSTAVO GUZMAN DIAZ D.B.A CASA DON PEDRO NO. 14936 LEFT BUSINESS IN 2020 PER CITY OF CLINTON	-\$308.00
<u>8765</u>	DARRELL RAY GRAPHIXS NO. 14935 MOVED OUT OF CITY PER CITY OF CLINTON	\$0.00

<u>8765</u>	DARRELL RAY GRAPHIXS NO. 14935 MOVED OUT OF CITY PER CITY OF CLINTON	-\$14.00
<u>18923</u>	JOSE MUNOZ SR & GUSTAVO GUZMAN DIAZ D.B.A CASA DON PEDRO NO. 14936 LEFT BUSINESS IN 2020 PER CITY OF CLINTON	\$0.00
<u>37</u>	865 HYDROGRAPHICS, LLC. NO. 14937 CLOSED PER STATE OF TN	\$0.00
<u>40269</u>	BURNETT PANDORA AND OTHERS	\$64.00
<u>23989</u>	MILLER JAMES R NO. 14930 PROPERTY SOLD BUILDING LEFT ON PROPERTY IS RESIDENTIAL JAMES MILLER NO LONGER HAS ANY COMMERCIAL	-\$3,927.00
<u>23989</u>	MILLER JAMES R NO. 14930 PROPERTY SOLD BUILDING LEFT ON PROPERTY IS RESIDENTIAL JAMES MILLER NO LONGER HAS ANY COMMERCIAL	\$0.00
<u>34318</u>	TAYLOR BEN A AND OTHERS NO. 14932 WHEN PROPERTY WAS SOLD AND SPLIT THE BUILDINGS WERE ADDED TO WRONG PARCELS RES. BELONGS TO MR. MILLER COMMER. BELONGS TO MR. TAYLOR	\$4,248.00
<u>23990</u>	MILLER JAMES ROBERT NO. 14931 ADDED 1 AC THAT WAS COMMERCIAL AND FAMRSHOP, 2 GARAGES AND 2 ATTACHED SHEDS	\$15.00
<u>14323</u>	GUTHRIE JAMES R NO. 14924 MH REMOVED FOR 2022	-\$30.00
<u>33817</u>	STRONG IT CONSULTING NO. 13942 CLOSES 12-31-16 KEYING ERROR NOT CLOSE	\$0.00
<u>33817</u>	STRONG IT CONSULTING NO. 13942 CLOSES 12-31-16 KEYING ERROR NOT CLOSE	-\$19.00
<u>7397</u>	COMPLETE AUTO CARE LLC NO. 13940 CLOSED PER STATE OF TN	\$0.00
<u>7397</u>	COMPLETE AUTO CARE LLC NO. 13940 CLOSED PER STATE OF TN	-\$13.00
<u>7394</u>	COMPASS SOLUTIONS CONSULTING SERVICES INC NO. 13939 BUSINESS CLOSED PER STATE OF TN	\$0.00
<u>7394</u>	COMPASS SOLUTIONS CONSULTING SERVICES INC NO. 13939 BUSINESS CLOSED PER STATE OF TN	-\$9.00

<u>7337</u>	COLTER AUTOMOTIVE, LLC. NO. 14938 CLOSED PER STATE OF TN	\$0.00
<u>28552</u>	QUEEN BEE CLEANING NO. 14929 BUSINESS CLOSED	-\$14.00
<u>28552</u>	QUEEN BEE CLEANING CLOSED	\$0.00
<u>7337</u>	COLTER AUTOMOTIVE, LLC. NO. 14938 CLOSED PER STATE OF TN	-\$14.00
<u>6982</u>	CLINTON CARDS COMICS AND COLLECTIBLES NO. 13946 BUILDING SOLD IN 2020 NO BUSINESS @ THIS LOCATION	\$0.00
<u>6982</u>	CLINTON CARDS COMICS AND COLLECTIBLES NO. 13946 BUILDING SOLD IN 2020 NO BUSINESS @ THIS LOCATION	-\$14.00
<u>31148</u>	SEIBER CHARLES G NO. 14933 PROPERTY WAS TO BE SPLIT INTO 2 LOTS WITH SALE PARCEL 5.03 WAS .67 AC NEW PARCEL 5.04 1.9 AC	\$255.00
<u>37</u>	865 HYDROGRAPHICS, LLC. NO. 14937 CLOSED PER STATE OF TN	-\$13.00
<u>14323</u>	GUTHRIE JAMES R NO. 14924 MH REMOVED FOR 2022	\$0.00
<u>31148</u>	SEIBER CHARLES G NO. 13950 NAME AND ACREAGE CHANGE	-\$253.00
<u>40269</u>	BURNETT PANDORA AND OTHERS NO. 13951 NAME AND ACREAGE CHANGE	\$253.00
<u>5045</u>	SEIBER CHARLES GREGORY NO. 13949 HOUSE ON PROPERTY MOVED TO PARCEL 5.03 FOR 2022	-\$293.00
<u>36538</u>	VRABLIC JOSEPH CHRISTOPHER NO. 13948 OWNER LIVES IN ONE SIDE OF DUPLEX	-\$450.00
<u>12789</u>	GEON PERFORMANCE SOLUTIONS, LLC ATTN: JOE KRIVIS CERTIFICAION FOR BARA AUDIT RESULTS	-\$3,666.00
<u>400</u>	AIRGAS USA, LLC. - SOUTH DIVISION C/O AIRGAS, INC. - CORPORATE TAX DEPT. CERTIFICATION FOR BARA AUDIT RESULTS	-\$735.00
<u>21125</u>	LIZZY JUELS BOUTIQUE NO. 14923 CLOSED BUSINESS WITH STATE IN 2020	\$0.00
<u>21125</u>	LIZZY JUELS BOUTIQUE NO. 14923 CLOSED BUSINESS WITH STATE IN 2020	-\$12.00
<u>17</u>	3M COMPANY	-\$164,187.00

	CERTIFICATION FOR BARA AUDIT RESULTS	
<u>32301</u>	SMARTSTYLE 18817	\$0.00
	NO. 13944 PICK UP TWICE FOR 2022	
<u>32301</u>	SMARTSTYLE 18817	-\$8.00
	NO. 13944 PICK UP TWICE FOR 2022	
<u>5089</u>	BURRESS ARCHIE LEE ETUX AND KELLIE SUTTLES ADDED ROLLBACK	\$1,268.00
<u>18261</u>	JERRY'S CAR HAULING & DETAIL SERVICE	\$0.00
	NO. 13955 DIDN'T START BUSINESS IN JAIL PER MOTHER MS. BAILEY	
<u>18261</u>	JERRY'S CAR HAULING & DETAIL SERVICE	-\$6.00
	NO. 13955 DIDN'T START BUSINESS IN JAIL PER MOTHER MS. BAILEY	
<u>29099</u>	RESERVOIR ORGANICS	\$0.00
	NOT IN BUSINESS	
<u>6583</u>	CHILDRESS CONSTRUCTION	-\$118.00
	NO. 13961 DIDN'T START BUSINESS PER OWNER	
<u>8583</u>	D T INTERIOR AND EXTERIOR RENOVATIONS	\$0.00
	NO. 13960 NEW OWNER OF PROPERTY 2021 DOES NOT HAVE BUSINESS	
<u>29099</u>	RESERVOIR ORGANICS	-\$13.00
	NO. 13962 NOT IN BUSINESS FOR TAX YEAR 2022	
<u>8583</u>	D T INTERIOR AND EXTERIOR RENOVATIONS	-\$14.00
	NO. 13960 NEW OWNER OF PROPERTY 2021 DOES NOT HAVE BUSINESS	
<u>6583</u>	CHILDRESS CONSTRUCTION	\$0.00
	NO. 13961 DIDN'T START BUSINESS PER OWNER	
<u>10281</u>	EASTBOUND AND DOWN TRUCKING, LLC	\$0.00
	NO. 13941 CLOSED PER STATE OF TN	
<u>10281</u>	EASTBOUND AND DOWN TRUCKING, LLC	-\$13.00
	NO. 13941 CLOSED PER STATE OF TN	
<u>19456</u>	KEYVAGO LLC	-\$2,139.00
	VOIDED ROLLBACK BECAUSE THEY REFILED. VOID PER JOHNNY ALLEY	
<u>20378</u>	LAWSON DANIEL JOE	\$288.00
	ADD ROLLBACK TAX SO THEY COULD PAY	
<u>34766</u>	THE SASSY LASSY BOUTIQUE	\$13.00
	NO. 13967 BUSINESS CLOSED	
<u>34766</u>	THE SASSY LASSY BOUTIQUE	-\$13.00

	NO. 13967 BUSINESS CLOSED	
<u>37739</u>	WEST MARVIN L ETUX SARAH	\$356.00
	NO. 13969 ACREAGE CHANGE	
<u>32885</u>	SOUTHERN CHARM	-\$8.00
	NO. 13973 RENTAL PROPERTY -DIDN'T OPEN UP BUSINESS PER PROPERTY OWNER	
<u>32885</u>	SOUTHERN CHARM	\$0.00
	NO. 13973 RENTAL PROPERTY -DIDN'T OPEN UP BUSINESS PER PROPERTY OWNER	
<u>37823</u>	WHEELS LT	-\$27.00
	NO. 13976 VEHICLE MOVED TO KNOX COUNTY	
<u>37823</u>	WHEELS LT	\$0.00
	NO. 13976 VEHICLE MOVED TO KNOX COUNTY	
<u>23391</u>	MCLAUGHLIN LAW FIRM	\$0.00
	NO. 13983 BUSINESS CLOSED MAY 2021 MOVED TO KNOX COUNTY	
<u>23391</u>	MCLAUGHLIN LAW FIRM	-\$59.00
	NO. 13983 BUSINESS CLOSED MAY 2021 MOVED TO KNOX COUNTY	
<u>17542</u>	HUTSON ABIGAIL LYNNE	\$798.00
	ADD ROLLBACK TAXES	
<u>37280</u>	WEAVER GARY	\$1,092.00
	ADD ROLLBACK TAXES TO BE PAID	
<u>36540</u>	VRL HOTELS 11 LLC. DBA LIQUOR DEPOT	\$0.00
	NO. 13996 BUSINESS CLOSED IN 2021	
<u>36540</u>	VRL HOTELS 11 LLC. DBA LIQUOR DEPOT	-\$320.00
	NO. 13996 BUSINESS CLOSED IN 2021	
<u>36373</u>	VICKERY INTERIOR TRIM CARPENTRY	-\$3.00
	NO. 14006 PICK UP TWICE FOR TAX YEAR 2022	
<u>36373</u>	VICKERY INTERIOR TRIM CARPENTRY	\$0.00
	NO. 14006 PICK UP TWICE FOR TAX YEAR 2022	
<u>1478</u>	B&K INTERPRISES	-\$351.00
	NO. 15191	
<u>17042</u>	HOT BAGEL CO	-\$13.00
	NO. 15192 ACCOUNT CLOSED WITH STATE IN JUNE 2020	
<u>17042</u>	HOT BAGEL CO	\$0.00
	NO. 15192 ACCOUNT CLOSED WITH STATE IN JUNE 2020	
<u>1478</u>	B&K INTERPRISES	\$0.00
	NO. 15191 FORCED ASSESSMENT WRONG	
<u>37739</u>	WEST MARVIN L ETUX SARAH	-\$374.00

	NO. 14046 KEYED WRONG GREENBELT VALUE CORRECT #13969 ASSESSMENT CHANGE	
<u>40270</u>	P D TRUCKING	\$159.00
<u>40271</u>	THE PIPE DOCTOR	\$639.00
<u>22021</u>	MANNIS CECIL E JR NO. 14035 LAND CHANGE	-\$1,470.00
<u>34130</u>	T-MOBILE D4L2 NO. 14056 ACCOUNT PICKED UP TWICE	\$0.00
<u>34130</u>	T-MOBILE D4L2 NO. 14056 ACCOUNT PICKED UP TWICE	-\$12.00
<u>26541</u>	P D TRUCKING NO. 14039 BUSINESS MOVED	-\$161.00
<u>34746</u>	THE PIPE DOCTOR NO. 14038 BUSINESS MOVED	-\$649.00
<u>9639</u>	DOLGENCORP LLC #14319 C/O CORPORATE TAX CONSULTING, INC.	\$13.00
<u>20670</u>	CERTIFICATION FOR BARA AUDIT RESULTS LEIDOS, INC. C/O DUCHARME, MCMILLEN & ASSOCIATES CERTIFICATION FOR BARA AUDIT RESULTS	\$1,361.00
<u>15063</u>	HARMON ROY NO. 14090 PRORATE HOUSE FIRE TOTAL LOSS 7/16/22	-\$172.00
<u>27447</u>	PHARMA PACKAGING SOLUTIONS CERTIFICATION FOR BARA AUDIT RESULTS	\$7,379.00
<u>11692</u>	FOOD CITY #654 K-VA-T FOOD STORES INC CERTIFICATION FOR BARA AUDIT RESULTS	\$382.00
<u>28512</u>	PYLES MAINTENANCE SERVICE NO. 14094 NO BUSINESS AT THIS ADDRESS NEW PROPERTY OWNER	-\$13.00
<u>28512</u>	PYLES MAINTENANCE SERVICE NO. 14094 NO BUSINESS AT THIS ADDRESS NEW PROPERTY OWNER	\$0.00
<u>35541</u>	TROWEL TRADES LLC CERTIFICATION FOR BARA AUDIT RESULTS 60 DAYS TO PAY WITH NO INTEREST MUST BE PD BY 4/1/24	\$529.00
<u>6993</u>	CLINTON HOME CENTER INC CERTIFICATION FOR BARA AUDIT RESULTS 60 DAYS TO PAY WITH NO INTEREST MUST BE PD BY 4/1/24	\$325.00
<u>343</u>	ADVANCED LABEL WORX INC NO. 14110 COURT ORDER CASE #142568 SBOE	\$2,632.00

<u>15509</u>	HAWKINS MELISSA AND HUSBAND JAMES TIMOTHY HOOKS NO. 14115 HOUSE BURNT MARCH 21, 2022 FIRE REPORT ATTACHED	-\$225.00
<u>20670</u>	LEIDOS, INC. C/O DUCHARME, MCMILLEN & ASSOCIATES CERTIFICATION FOR BARA AUDIT RESULTS	-\$685.00
<u>343</u>	ADVANCED LABEL WORX INC BOARD OF EQUALIZATION CORRECTION ORDER	-\$2,878.00
<u>12750</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14127 VEHICLE MOVED	\$0.00
<u>12750</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14127 VEHICLE MOVED	-\$6.00
<u>12751</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14131 VEHICLE MOVED	-\$6.00
<u>12755</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14130 VEHICLE MOVED	-\$6.00
<u>12755</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14130 DELETE	\$0.00
<u>12751</u>	GELCO FLEET TRUST PERSONAL PROPERTY TAX NO. 14131 VEHICLE MOVED	\$0.00
<u>34662</u>	THE FIBEROLOGY LAB LLC NO. 14134 NEW OWNER OF PROPERTY 2021 NOT OWNER OF BUSINESS	\$0.00
<u>34662</u>	THE FIBEROLOGY LAB LLC NO. 14134 NEW OWNER OF PROPERTY 2021 NOT OWNER OF BUSINESS	-\$12.00
<u>18996</u>	JUNKATORIUM NO. 14140 OWNER DECEASED	-\$8.00
<u>18996</u>	JUNKATORIUM NO. 14140 OWNER DECEASED	\$0.00
<u>26047</u>	OAK RIDGE AUTOMOTIVE NO. 14146 BUSINESS CLOSED	\$0.00
<u>27450</u>	PELLI'S NO. 14143 BUSINESS CLOSED	-\$13.00
<u>13560</u>	GOONS TEMPLAR, LLC NO. 14142 BUSINESS CLOSED PER CITY OF CLINTON	\$0.00
<u>26047</u>	OAK RIDGE AUTOMOTIVE NO. 14146 BUSINESS CLOSED	-\$85.00
<u>6959</u>	CLINCH RIVER LAWN & LANDSCAPING LLC NO. 14147 BUSINESS CLOSED	\$0.00
<u>31817</u>	SHIRL'S QUALITY CLEAN	\$0.00

	NO. 14144 BUSINESS CLOSED	
<u>6959</u>	CLINCH RIVER LAWN & LANDSCAPING LLC	-\$8.00
	NO. 14147 BUSINESS CLOSED	
<u>13560</u>	GOONS TEMPLAR, LLC	-\$8.00
	NO. 14142 BUSINESS CLOSED PER CITY OF CLINTON	
<u>8042</u>	CRAFTER'S BREW MARKET AND SOCIAL	-\$12.00
	NO. 14137 OWNER DECEASED	
<u>8042</u>	CRAFTER'S BREW MARKET AND SOCIAL	\$0.00
	NO. 14137 OWNER DECEASED	
<u>31817</u>	SHIRL'S QUALITY CLEAN	-\$13.00
	NO. 14144 BUSINESS CLOSED	
<u>26127</u>	OAK RIDGE TODAY	\$0.00
	NO. 14145 BUSINESS CLOSED	
<u>27450</u>	PHELLI'S	\$0.00
	NO. 14143 BUSINESS CLOSED	
<u>26127</u>	OAK RIDGE TODAY	-\$18.00
	NO. 14145 BUSINESS CLOSED	

\$138,200.00

**ANDERSON COUNTY GOVERNMENT
SUMMARY OF BUDGET AMENDMENTS**

July 15, 2024

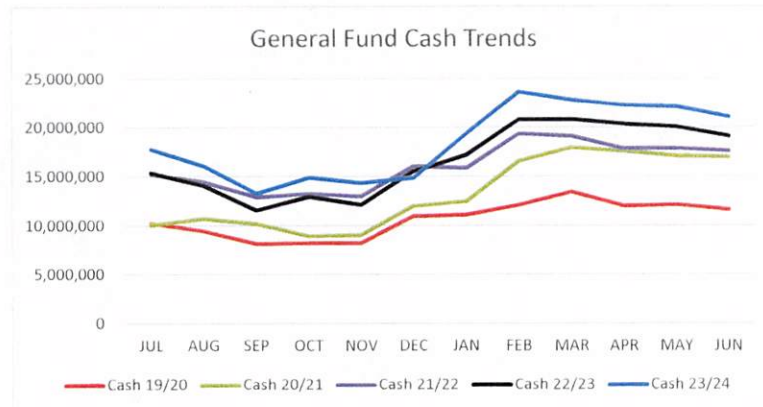
<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
Group 1 Consent Agenda - Transfers (No Commission Action Necessary)			
Group 2 - Appropriations - School (Commission Approval by Board Vote)			
Group 3 - Transfers - School (Commission Approval by Board Vote)			
Group 4 - Appropriations - NonSchool (Commission Approval by Board Vote)			
Group 5 - Transfers - NonSchool (Commission Approval by Board Vote)			
Group 6 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)			
Group 7 - Miscellaneous			
Group 8 - Additional Items not discussed during budget committee (requires 3/4 majority vote)			
1	1	Fund 101 - Circuit Clerk	\$ 70,000.00
2	2	Fund 122 - Sheriff's Office/Drug Fund	\$ 25,000.00

**ANDERSON COUNTY GOVERNMENT
CASH AND FUND BALANCE REPORT
June 30, 2024**

FUND	DESCRIPTION	NON- SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 1,397,952	\$ 1,207,965	\$ 4,123,188	\$ 10,057,956 *	\$ 16,787,061	\$ 21,106,370
115	Library Fund	\$ -	\$ 331,872		\$ -	\$ -	\$ 331,872	\$ 381,393
116	Solid Waste/Sanitation Fund	\$ -	\$ 370,281	\$ -	\$ -	\$ -	\$ 370,281	\$ 762,893
118	Ambulance Fund	\$ -		\$ -	\$ -	\$ 480,982	\$ 480,982	\$ 456,507
121	American Rescue Plan							\$ 4,507,412
122	Drug Control Fund	\$ -	\$ 144,973	\$ 8,754	\$ -	\$ -	\$ 153,727	\$ 176,750
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 62,928	\$ -	\$ 62,928	\$ 59,147
128	Tourism Fund	\$ -	\$ 365,140	\$ -	\$ 100,000	\$ -	\$ 465,140	\$ 927,177
131	Highway Fund	\$ 60,294	\$ 269,737	\$ 1,584,111	\$ -	\$ -	\$ 1,914,142	\$ 3,376,752
141	General Purpose School Fund	\$ -	\$ -	\$ 8,547,741	\$ -	\$ -	\$ 8,547,741	\$ 11,808,205
143	Central Cafeteria	\$ 151,640	\$ 4,302,460	\$ -	\$ -	\$ -	\$ 4,454,100	\$ 4,850,944
151	General Debt Service Fund	\$ -	\$ 841,196	\$ -	\$ -	\$ -	\$ 841,196	\$ 1,572,283
152	Rural Debt Service Fund	\$ -	\$ 722,284	\$ -	\$ -	\$ -	\$ 722,284	\$ 1,160,996
156	Education Debt Service Fund	\$ -	\$ 147,877	\$ 118,995	\$ -	\$ -	\$ 266,872	\$ 253,066
171	Capital Projects Fund	\$ -	\$ 427,160	\$ -	\$ -	\$ -	\$ 427,160	\$ 663,802
177	Education Capital Projects Fund		\$ 734,844	\$ -	\$ -	\$ -	\$ 734,844	\$ 999,012
263	Employee Benefit Fund	\$ 33,174	\$ -	\$ -	\$ 688,843	\$ -	\$ 722,017	\$ 934,865
		\$ 245,108	\$ 10,055,776	\$ 11,467,566	\$ 4,974,959	\$ 10,538,938	\$ 37,282,347	\$ 53,997,574

* General Unassigned Fund Balance limit of \$6M requiring 2/3 (11) votes for budget amendments.

Cash Trends		
June		
Cash 19/20	11,627,506	
Cash 20/21	16,988,964	
Cash 21/22	17,596,226	
Cash 22/23	19,115,818	
Cash 23/24	21,106,370	



Local Option Sales Tax - Net Breakdown by FY.xlsx

FY2023	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$532,923.44	\$914,841.33	\$96,253.63	\$43,577.47	\$2,036,216.62	\$110,323.96	\$47,738.24	\$3,781,874.69	-2%
August	\$496,008.63	\$881,402.52	\$93,638.47	\$45,773.92	\$1,932,708.18	\$105,733.03	\$31,347.95	\$3,586,612.70	-4%
September	\$477,157.45	\$856,091.74	\$90,408.78	\$43,562.31	\$1,804,819.40	\$98,786.60	\$52,878.85	\$3,423,705.13	-9%
October	\$473,724.70	\$873,285.57	\$90,968.90	\$42,759.97	\$2,054,259.98	\$111,437.89	\$37,122.94	\$3,683,559.95	0%
November	\$496,087.49	\$875,444.28	\$85,734.94	\$40,023.47	\$2,435,489.42	\$105,640.46	\$43,317.82	\$4,081,737.88	3%
December	\$536,129.62	\$891,690.20	\$92,730.44	\$44,750.97	\$2,514,347.33	\$113,591.36	\$55,791.44	\$4,249,031.36	7%
January	\$577,363.93	\$983,474.85	\$99,823.93	\$54,597.61	\$2,810,404.98	\$123,084.63	\$38,047.80	\$4,686,797.73	0%
February	\$451,005.03	\$792,205.54	\$90,544.60	\$40,952.34	\$2,492,887.42	\$112,060.65	\$58,937.22	\$4,038,592.80	16%
March	\$402,603.65	\$792,031.08	\$83,998.72	\$34,415.13	\$2,308,537.21	\$98,026.17	\$47,708.20	\$3,767,320.16	8%
April	\$542,319.00	\$941,144.56	\$99,034.54	\$45,470.06	\$2,498,001.90	\$127,078.86	\$37,123.00	\$4,290,171.92	6%
May	\$479,277.10	\$931,927.26	\$95,701.25	\$41,952.63	\$2,519,300.61	\$109,875.40	\$43,269.20	\$4,221,303.45	5%
June	\$510,889.49	\$946,295.97	\$97,499.57	\$53,532.00	\$2,440,604.57	\$127,490.31	\$48,233.08	\$4,224,544.99	5%
Totals:	\$5,975,489.53	\$10,679,834.90	\$1,116,337.77	\$531,367.88	\$27,847,577.62	\$1,343,129.32	\$541,515.74	\$48,035,252.76	3%
FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6.0%
August	\$500,254.95	\$926,747.98	\$98,402.33	\$43,576.87	\$2,251,218.53	\$113,524.76	\$54,814.98	\$3,988,540.40	11.2%
September	\$498,267.57	\$829,693.94	\$94,982.26	\$44,472.85	\$1,967,736.93	\$123,433.87	\$66,142.24	\$3,624,729.66	5.9%
October	\$396,910.18	\$835,882.72	\$97,479.82	\$42,433.32	\$2,204,981.13	\$119,806.40	\$38,657.92	\$3,736,151.49	1.4%
November	\$571,075.78	\$904,200.44	\$99,587.51	\$49,072.97	\$2,386,633.93	\$124,162.50	\$34,294.14	\$4,169,027.27	2.1%
December	\$532,307.18	\$922,440.70	\$100,427.07	\$44,352.65	\$2,320,943.19	\$117,583.48	\$32,817.52	\$4,070,871.79	-4.2%
January	\$597,913.34	\$1,249,551.98	\$101,379.14	\$50,729.98	\$3,109,781.97	\$132,529.68	\$54,001.85	\$5,295,887.94	13.0%
February	\$463,197.93	\$840,801.01	\$85,022.91	\$36,322.45	\$2,257,927.65	\$123,286.98	\$45,658.68	\$3,852,217.61	-4.6%
March	\$441,473.00	\$900,598.83	\$86,804.45	\$44,262.92	\$2,261,867.52	\$116,953.82	\$61,480.38	\$3,913,440.92	3.9%
April	\$508,342.61	\$948,424.49	\$106,095.26	\$47,724.45	\$2,660,226.92	\$128,789.00	\$44,311.95	\$4,443,914.68	3.6%
May	\$493,848.18	\$922,182.17	\$101,604.30	\$45,094.65	\$2,698,535.39	\$121,936.01	\$52,740.49	\$4,435,941.19	5.1%
June									
Totals:	\$5,503,228.32	\$10,215,956.58	\$1,073,944.75	\$494,650.42	\$26,366,878.40	\$1,340,505.60	\$544,739.60	\$45,539,903.67	
	Local Option Sales Tax - Total Net Collections								

ARPA PROJECTS

	ARPA Funding Eligibility Category	REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
	Total ARPA Allocation	\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
	-Less Budgeted To-Date	\$ (8,975,273.63)	\$ (4,958,396.79)	\$ (13,933,670.42)			
	Remaining Allocation	\$ 1,024,726.37	\$ (6,322.79)	\$ 1,018,403.58			
	Interest earned	\$ 271,261.58					
	Remaining Allocation + Interest	\$ 1,295,987.95		Obligation Deadline 12/31/2024			
	Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission
1	Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022
2	Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022
3.1	TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	2/22/2022
4	GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	11/21/2022
5	EMS Budget Fund Balance Adjustment (Worker Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022
6	Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	9/20/2021
7	County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	8/15/2022
7.1	County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	8/15/2022
9	Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	8/15/2022
10	Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	8/15/2022
11	Senior Center Kitchen Improvements	\$ 667,365.84	\$ 667,365.84	\$ -	Complete	YES	5/16/2022
12	A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	5/16/2022
15	Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	8/15/2022
18	Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	8/15/2022
19	EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	11/21/2022
21	Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022
22	Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	8/15/2022
23	Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	1/17/2023
24	A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	3/20/2023
25	Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	5/15/2023
26	EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	6/19/2023
30	Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	8/21/2023
32	Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	3/18/2024
33	Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	5/20/2024
3	TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	NO	2/22/2022
8	County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 59,936.50	\$ 32,063.50	In Progress	YES	3/10/2022
13	IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 103,907.50	\$ 46,092.50	In Progress	YES	8/15/2022
14	EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 500,511.66	\$ 857,214.34	In Progress	NO	8/15/2022
16	Sheriff's Vehicles for 2 Years	\$ 900,000.00	\$ 871,118.90	\$ 28,881.10	In Progress	YES	8/15/2022
27	TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 67,989.81	\$ 311,525.11	In Progress	YES	6/19/2023
28	Fire Department/Rescue Squad Equipment	\$ 550,000.00	\$ 547,389.89	\$ 2,610.11	In Progress	YES	8/21/2023
29	EMS AED's	\$ 275,318.46	\$ 272,669.74	\$ 2,648.72	In Progress	YES	8/21/2023
32	County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,088,525.00	\$ 161,475.00	In Progress	NO	12/18/2023
17	Digital Poll Books -Election Office	\$ 100,000.00	\$ -	\$ 100,000.00	Pending	YES	8/15/2022
20	CDBG Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ 450,000.00	\$ -	\$ 450,000.00	Pending	YES	8/15/2022
31	Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 500,000.00	\$ -	\$ 500,000.00	Pending	YES	9/18/2023
34	Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ -	\$ 330,000.00	Pending	YES	5/20/2024
35	Auto Purchases	\$ 170,281.40	\$ -	\$ 170,281.40	Pending	YES	6/17/2024
		\$ 13,933,670.42	\$ 10,690,878.64	\$ 3,242,791.78			

2023-2024 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Grantor	Indirect Cost Recovery
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 100,000	\$ -	7/1/2023	6/30/2024		\$ 100,000	OCJP/VOCA	\$ 8,260
53200-CSEC1	Circuit/Criminal Court	Court Security Grant 2023	\$ 77,500	\$ -	12/6/2023	6/7/2024		\$ 77,500	TDHMSAS/DCS	
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000	\$ -	7/1/2023	6/30/2024	\$ 130,000		TDHMSAS	
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2023	6/30/2024	\$ 200,000		OCJP/VOCA	\$ 3,665
101-54410	Emergency Management	EMA ARPA	\$ 50,000		10/1/2020	9/30/2023	\$ 50,000		TDEC/CDBG	
54410-EMPG	Emergency Management	Emergency Management EMPG 2024	\$ 37,080		10/1/2021	9/30/2023	\$ 37,080		OCJP/VOCA	
54410-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250	\$ -	9/1/2022	4/30/2025	\$ 28,250		TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250	\$ -	9/1/2023	4/30/2026	\$ 28,250	\$ -	TEMA/DHS	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709		10/1/2022	9/30/2024	\$ 33,709		TEMA	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000	\$ -	12/1/2023	7/31/2024	\$ 21,000	\$ -	TEMA/DHS	
55190-3000	Health Department	Salaries, Benefits, Travel	\$ 605,600	\$ -	7/1/2023	6/30/2024	\$ 160,894	\$ 444,706	TDH/ MULTIPLE	
55110-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000	TDOT	
55110-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		7/1/2023	6/30/2024	\$ 227,000		TDHS/ NHSTA	
55160-2001	Health Department	Safety Net Grant for Dental Extractions Adults	\$ 4,000,000		7/1/2023	6/30/2024		\$ 4,000,000	OCJP	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	\$ 45,000	\$ -	7/1/2019	6/30/2024	\$ -	\$ 45,000	DCS	
51900-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020	TDTD	
51900-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849				\$ 711,396	TDOT	
No Budget Currently	Mayors Office	TDOT Old State Circle Bridge	\$ 950,900					\$ 950,900	TDOT	
55120-ANML1	Mayors Office	Animal Friendly - Spay/Neuter	\$ 1,200		7/3/2023	5/31/2024	\$ 194,000	\$ 1,200	TDH	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000	\$ -	12/15/2023	3/31/2026	\$ 194,000		TDOT	
91170-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2024	\$ 523,207	\$ -	OCJP	
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2021	9/30/2026	\$ 3,795,149	\$ -	TDTD	
53310-AEM1	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,430	\$ 13,430	10/1/2023	6/30/2024		\$ 13,430	TDH	
53600-TCAD	Mayor's Office/Office on Aging	TCAD - Senior Center Maintenance	\$ 126,904	\$ -	7/1/2022	9/30/2023		\$ 8,000	TCAD	
101-56300	Mayor's Office/Office on Aging	COVID: ETHRA/CARES Act -Office on Aging	\$ 66,741	\$ -	7/1/2023	6/30/2024	\$ 52,015	\$ 15,081	OCJP	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 381,587	\$ -	4/15/2024	6/30/2028	\$ 381,587	\$ -	TDEC	
TBD	Mayors Office/CRCA	Oak Ridge Reservation Community Alliance	\$ 52,100	\$ -	7/1/2023	6/30/2024		\$ 52,100	TEMA/DHS	
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 201,000		7/1/2023	6/30/2026	\$ 201,000		OCJP	
53310-DVCC	Sessions Judges	STOP, DV Court	\$ 22,000	\$ -	10/1/2023	9/30/2024	\$ 22,000	\$ -	TDA	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 210,000	\$ -	3/15/2023	6/30/2024		\$ 210,000	TDHS	
54110-VCIF1	Sheriff's Department	Violent Crime Intervention Grant	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707	ETHRA/ETAAAD	
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 1,885,000		8/1/2023	6/30/2024		\$ 1,885,000	OCJP	\$ 16,900
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,275,000		7/1/2023	6/30/2024		\$ 1,275,000	OCJP	
54110-170	Sheriff's Department	SRO Grant	\$ 227,743	\$ -	7/1/2023	6/30/2024		\$ 227,743	TDTD	
54210-SMHT4	Sheriff's Department	Mental Health Transport	\$ 200,000	\$ -	6/30/2023	3/7/2026	\$ -	\$ 200,000	TDCl	
54110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 163,357		12/1/2021	11/30/2026	\$ 163,357		TDH	
128-58110-ARPA	Tourism	Tourism ARPA	\$ 30,000	\$ 30,000	7/1/2023	6/30/2024		\$ 30,000	TNnOC	
128-58110	Tourism	Tourism Marketing Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025	\$ -	\$ 70,000	CDBG	
128-58110-ENGR	Tourism	Tourism Enhancement Grant								
Current Year Grants			\$ 8,022,618	\$10,256,213					Total	\$ 28,845
Prior Year Grants			\$ 3,659,654	\$ 6,369,217						

Palmer, Yager, Vowell, Vandagriff, Verran, Beauchamp, Wandell, Foster, Smallridge and Wells. Voting No: None. Absent: None. Motion passed.

✱ 16. Commissioner Anderson made a motion to approve that any money over the Budgeted amount in lieu of salaries Circuit Court up to \$70,000 be put in a reserve fund for a future case. Seconded by Commissioner Verran. Voting Aye: Anderson, Isbel, White, Allen, McKamey, Palmer, Yager, Vowell, Vandagriff, Verran, Beauchamp, Wandell, Foster, Smallridge and Wells. Voting No: Mayes. Absent: None. Motion passed.

Finance

17. Commissioner McKamey made a motion to approve Resolution No. 24-06-1170 Authorizing the Issuance of General Obligation Bonds in a Par Amount not to exceed \$5,900,000 to Finance the Acquisition of Land for and Construction, Improvement, Repair, Renovation and Equipping of a County Animal Shelter (EXHIBIT D). Seconded by Commissioner Verran. Voting Aye: Anderson, Isbel, White, Mayes, Allen, McKamey, Palmer, Vowell, Vandagriff, Verran, Beauchamp, Wandell, Foster, Smallridge and Wells. Voting No: Yager. Absent: None. Motion passed by voice vote.

Purchasing

18. Commissioner Foster made a motion to approve the following contracts. Seconded by Commissioner Yager. Voting Aye: Anderson, Isbel, White, Mayes, Allen, McKamey, Palmer, Vowell, Vandagriff, Verran, Beauchamp, Wandell, Foster, Smallridge and Wells. Voting No: Yager. Absent: None. Motion passed.

- A. Lively Reflective Concrete. School Maintenance. Contract #24-0138 - Five-year contract for concrete floor finishing. Pricing from competitive bid.
- B. Industrial Refrigeration. School Nutrition. Contract #24-0139 - Three-year contract for refrigeration services. Pricing from competitive bid.
- C. Hershey's Ice Cream. School Nutrition. Contract #24-0140 - Three-year contract for ice cream. Pricing from competitive bid.
- D. Ken Smith Auto Parts. Fleet Services. Contract #24-0142 - Five-year contract for aftermarket auto parts. Pricing from competitive bid.
- E. Fisher Auto Parts. Fleet Services. Contract #24-0144 - Five-year contract for aftermarket auto parts. Pricing from competitive bid.
- F. NAPA Auto Parts. Fleet Services. Contract #24-0145 - Five-year contract for aftermarket auto parts. Pricing from competitive bid.
- G. DRMS. Register of Deeds. Contract #24-0148 - Two-year contract with renewal options for software lease. Pricing from competitive RFP.
- H. NuCycle. County Clerk. Contract #24-0151 - Five-year printer lease contract for \$78.66 per month.
- I. O'Reilly Automotive Store. Fleet Services. Contract #24-0143 - Five-year contract for Aftermarket auto parts. Pricing from competitive bid.
- J. Canon. Register of Deeds. Contract #24-0152 - Five-year lease of a plotter for \$170.28 per month. Pricing from OMNIA Partners contract based on competitive bid.
- K. Ray Varner Ford. Fleet Services. Contract #24-0153 - Five-year contract for OEM auto parts. Pricing from competitive bid.

**ANDERSON COUNTY
COMMISSION
MINUTES
JUNE 17, 2024
REGULAR SESSION**

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

FROM:

Finance/Drug Fund

Robby Holbrook

DECREASE	CODE DESCRIPTION	AMOUNT
122-34525-1000	Restricted for Public Safety-Drug Fund	\$ 25,000.00
	Total	\$ 25,000.00
INCREASE	CODE DESCRIPTION	
122-54150-718	Drug Enforcement - Motor Vehicle	\$ 25,000.00
	TOTAL	\$ 25,000.00

Motion

☐

To Approve

☐

To Refer

☐

With

☐

W/O

Seconded

Motion

Detailed Justification / Explanation :

Missouri Highway Patrol has two vehicles available to purchase and we're going to use this money

and the schools will pay the remainder out of their purchase code that is already in place

Surplus vehicle was sold in June for \$15,000 from the Drug Fund.

See attached email

Impact on 25/26 Budget - No

Robby Holbrook

From: Kenneth Sharp <ksharp@tnacso.net>
Sent: Wednesday, July 10, 2024 8:19 AM
To: Robby Holbrook; bgalloway@tnacso.net
Subject: Restricted drug fund

Good morning Robby

Would it be possible to put a transfer on the agenda for Monday night's commission meeting for \$25,000 out of the restricted drug fund to be moved into vehicle and equipment purchase?

I understand it will require a majority vote, but Missouri Highway Patrol has two vehicles available for us and we're going to use this money and the schools will pay the remainder out of their purchase code that is already in place

Thanks Kenny

Get Outlook for iOS

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
July 8, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Phil Yager (Committee Chair), Denise Palmer (Co-Chair), Tyler Mayes, Aaron Wells and Steve Verran.

1. Call to Order

2. Approval of Agenda

Commissioner Wells made a motion to approve the agenda as presented. Commissioner Palmer seconded the motion. Motion passed unanimously.

3. Appearance of Citizens

No citizens made an appearance.

4. Contracts Approved by Law Director

A. **Canon, Clinton Library, Contract #24-0161** – Five-year copier lease for \$36.72 per month. Pricing from State Wide Contract. Replaces obsolete copier.

B. **Canon, EMA, Contract #24-0162** – Five-year copier lease for \$31.65 per month. Pricing from State Wide Contract. Replaces obsolete copier.

C. **Lincoln Memorial University, Board of Education, Contract #24-0166** – Five-year Memorandum of Understanding for Supervised Clinical Education experiences.

D. **Tennessee Orthopaedic Alliance, Board of Education, Contract #24-0169** – Two-year contract for Certified Athletic Trainer for \$0. Replaces contract that had annual cost of \$5,000.

E. **Diversicare, EMS, Contract #24-0171** – Two-year contract for Transportation Services.

F. **NHC, EMS, Contract #24-0171** – Two-year contract for Transportation Services.

G. **Canon, Trustee, Contract #24-0173** – Five-year copier lease for \$35.50 per month. Pricing from State Wide Contract. Replaces obsolete copier.

H. **Canon, Trustee, Contract #24-0174** – Five-year copier lease for \$35.50 per month.
Pricing from State Wide Contract. Replaces obsolete copier.

I. **Canon, Trustee, Contract #24-0175** – Five-year copier lease for \$16.07 per month.
Pricing from State Wide Contract. Replaces obsolete copier.

Commissioner Mayes made a motion to approve items B – I as a group and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

Commissioner Mayes made a motion to approve item A and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed with Commissioner Wells voting No and the other Committee members voting Yes.

5. Contracts Pending Law Director Approval

6. Unfinished Business

A. Surplus Capital Assets Sales – Information Only

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2010 Chevy 3500 Express	EMS	Working, starts with a boost	\$1500	\$1500
2009 GMC 3500 Savana	EMS	Inoperable, parts only	\$500	\$500
2006 Chevy Silverado	EMS	Working, starts with a boost	\$1000	\$1726

7. New Business

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

MEMORANDUM

TO: Ms. Annette Prewitt, Chief Deputy to the County Commission

CC: County Commission

FROM: N. Jay Yeager

DATE: July 10, 2024

RE: Law Director's Report –July 15, 2024 – County Commission Meeting

Please add the following to the County Commission Agenda under the Law Director's Report.

A. Contract Approvals:

1. Ridgeview- Schools
2. Liberty Tire (Renewal) –EMA
3. Canon Solutions- EMA
4. State of Tennessee- TDOT Litter Grant
5. Security Equipment- EMA Office and Hanger
6. Duracap- Highway Dept.
7. Rogers Group (Asphalt) - Highway Dept.
8. Rogers Group (Cold Mix) – Highway Dept.
9. TN Orthopaedic Clinic- Clinton High School
10. South East Bank (Bond) – The Village at Hinds Creek
11. NHC- EMS
12. Cannon Solutions- Clinton Library
13. ETHRA Aging Services Grant- Senior Center
14. ETHRA Aging Services Grant (Amendment) – Senior Center
15. Diversicare- EMS
16. LMU Nursing- Schools
17. Shelter Therapy Services- Schools
18. CBC Collections- EMS
19. Canon Solutions (3 Copiers) – Trustee
20. Perdue Brandon Collections- Circuit Court

21. Elliott Data Systems- EMA
22. General Order Revision- Sheriff's Dept.

B. Anderson County Zoning Violations:

Motion for Default Judgment Filed

1. 177 Scott Brogan Lane- hearing scheduled for August 12th, 2024

Contempt Granted

1. 202 Shipe Road- daily fine to be imposed thirty (30) days after the date of the hearing on July 1, 2024 via a lien being place on the property.
2. 151 Moccasin Hollow Lane- daily fine granted beginning July 8, 2024, with a lien to be place on the property once judgment is final on August 7, 2024.

Closed:

1. 311 Strong Hollow Road- Final Lien totaling \$1,800.00
2. 120 Mountainside Lane
3. 305 Haney Hollow
4. 120 Grey Dove Lane

C. Bankruptcies

1. Hill E.- Chapter 7 Bankruptcy. Received Notice of Chapter 7 Case, No Proof of Claim Deadline. No action needed.
2. Toler D- Chapter 13 Bankruptcy. Received Notice of Chapter 13 Case and Proposed Plan. No real property involved in Chapter 13 Bankruptcy, no claim needed.
3. York A- Chapter 13 Bankruptcy. Received Order Confirming Chapter 13 Plan. Real Property is included in the Chapter 13 Plan, however, Mortgage Company pays the property taxes and are current. No Claim Needed.
4. In Re Red Lobster Management LLC- Chapter 11 Bankruptcy. Received Interim Order Granting Debtors' Emergency Motion for Interim and Final Orders Authorizing Debtors to Pay Prepetition Sales, Use, Trust, Fund, Property, Foreign and Other Taxes and Similar Obligations, Debtors' Emergency Motion for Interim and Final Orders Authorizing Debtors to Pay Prepetition Sales, Use, Trust, Fund, Property, Foreign and Other Taxes and Similar Obligations, and Proof of Claim Forms. Motion and Order allows for the Debtors to pay prepetition taxes owed to Anderson County and continue to pay those in the ordinary course of business through the Debtor In Possession (DIP). Due to Order granting authority to do so, no claim needed.
5. Coker, M.- Chapter 13 Bankruptcy. Received Order Dismissing Case. Chapter 13 has been closed not action needed.
6. In Re Red Lobster Management LLC- Chapter 11 Bankruptcy. Received Notice of Sale By Auction and Sale Hearing. No action needed.
7. Newby, K&I- Chapter 7 Bankruptcy. Received Notice of Case and No Proof of Claim Deadline due to no assets. No action needed.

D. Delinquent Taxes:

1. 2023 City of Norris Delinquent Real and Personal Property Tax Suit 24CH5859- Change Order filed for The Cutting Corner, paid Personal Property taxes prior to the suit being filed and was included in error.

E. Other:

1. Josie West- Contract for Professional Services, Drug Court Counselor. Term beginning July 1, 2024 to January 31, 2025
2. Review of Weapons Policy for Non-Certified Deputies to ensure current policy aligns with Tennessee State Statutes, determined that the current policy is aligned and no changes are needed. Requested by Cpt. Owens.
3. Review of Fair Labor Standards Act with the Texas Court of Appeals ruling to determine geographical limitations. Ruling limited to the State of Texas. Requested by Kim Jeffers Whitaker.

F. Operations Committee:

1. Resolution to Terminate the Nationwide 457(b) retirement plan
2. Soccer Field Lease Amendment for East TN Futbol
3. Temporary Use License and Release of Liability Form for additional users of the Soccer Field
4. Fire Commission Bylaws – Amendment to include constables as non-voting associate members
5. Historic Black Family Cemetery Gate Agreement – Revised by TVA
6. Resolution to Establish Protocol and Procedures for the Disbursement of Opioid Abatement Funds
7. Temporary Use Agreement for the Senior Center Parking lot – Go to Travel

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
July 8, 2024
6:00 PM Room 312

Members Present: Tim Isbel, Tracy Wandell, Phil Yager, Joshua Anderson, Stephen Verran, Anthony Allen, and Denise Palmer

Members Absent: Robert McKamey

Call to Order: Chairman Isbel called the meeting to order.

Commissioner Palmer said the prayer.

Scott Nation, Veterans Service Officer, led the Pledge of Allegiance.

Commissioner Wandell made a motion to approve the agenda as presented. Seconded by Commissioner Yager. Motion passed.

No citizens addressed the committee.

ASAP Quarterly Update

Discussion. No Action Taken.

Senior Center Parking Lot

Commissioner Yager made a motion to approve the Temporary Use Agreement for "Yes Go Travel" for a portion of the Senior Center parking lot to provide secure overnight parking for seniors traveling to regional attractions. Seconded by Commissioner Anderson. Motion passed to forward to full commission for approval.

Anderson County Veterans Service Officer

Discussion of the homeless veterans. Deferred to next month's Operations Committee meeting.

Departmental Spending 12-year Review

Discussion. No Action Taken.

Law Director

Commissioner Yager made a motion to approve Resolution No. 24-07-1176 To Terminate the 457 (B) Compensation Plan through Nationwide. Seconded by Commissioner Verran. Motion passed to forward to full commission for approval.

Commissioner Allen made a motion to approve the Soccer Field Lease Agreement and the Temporary Use License and Release of all Claims form. Seconded by Commissioner Yager. Motion passed to forward to full commission for approval.

Commissioner Wandell made a motion to approve the amended Fire Commission Bylaws. Seconded by Commissioner Yager. Motion passed to forward to full commission for approval.

Commissioner Yager made a motion to approve the revised Cemetery Gate Agreement with TVA. Seconded by Commissioner Anderson. Motion passed to forward to full commission for approval.

Commissioner Palmer made a motion to refer Resolution No. 24-07-1177 Establishing Selection Protocol and Procedures for the Disbursement of Opioid Abatement Funds to the Task Force and bring back to next Operations Committee meeting. Seconded by Commissioner Allen. Motion passed.

Commissioner Wandell made a motion to update the website adding the Opioid Settlement Task Force agendas and minutes. Seconded by Commissioner Allen. Motion passed to forward to full commission for approval.

Strategic Planning

Discussion. No Action Taken.

Unfinished Business:

None.

New Business:

None.

Meeting Adjourned

TEMPORARY USE AGREEMENT

Senior Center Parking Lot “Yes Go Travel”

This Temporary Use Agreement is made by and between the parties of Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (henceforth “Lessor”) and “Yes Go Travel” a Tennessee Limited Liability Company (henceforth “Lessee”).

WITNESSETH

Section 1. DEMISED PREMISE:

Lessor hereby agrees to provide Lessee a Temporary Use Permit for a portion of the Senior Center parking lot in order to provide secure overnight parking for seniors traveling on Lessee’s charter bus to regional attractions. Lessee accepts the terms of this Temporary Use Permit for the following described premises:

SITUATED within the Civil District No. 11 of Anderson County, Tennessee and **only a portion** of the improved parking lot (exact location to be determined by the Senior Center Director) on property identified as follows: Parcel 1: Map: 081, Parcel: 095.02 - containing 3.56 Acres, and also known as the “Anderson County Senior Center” located at 96 Mariners Point Drive, Clinton, TN 37716.

Further, Lessor requires and Lessee accepts that Lessee shall not interfere with the operations and activities associated with the Anderson County Senior Center. Lessee shall notify the Senior Center Director no less than five (5) days prior to a planned use of the parking lot. Property shall be used exclusively for overnight parking for senior clients to park their personally owned vehicles while participating in bus charters sponsored and operated by Yes Go Travel (Lessee).

Section 2. CONSIDERATION:

This agreement is made upon consideration of a donation of Five Hundred Dollars and No One Hundredths (\$500.00) per use and other benefits and mutual covenants herein set out.

Payments should be sent or delivered to:

Anderson County Finance Department
C/o Director Robby Holbrook
Anderson County Courthouse
100 N. Main Street, Room 2210
Clinton, TN 37716

Section 3. TERM OF AGREEMENT:

This Temporary Use Agreement shall be effective from the 15th day of July 2024, through and including the 30th day of June 2027. Additional extension options are available for three (3) year periods upon mutual agreement of the parties

Section 4. INDEMNITY:

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the Senior Center parking lot by the Lessee or the public being served by the Lessee, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage on premises sufficient to cover any and all claims arising from property damage, injuries, illness or death on premise.

Section 5. DEFAULT:

In the event of default by any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Temporary Use Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

Section 6. NO ORAL MODIFICATION:

No modification, amendment, supplement to or waiver of this Temporary Use Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 7. CANCELLATION/TERMINATION:

a) **FOR CAUSE:** In the event any party materially breeches, defaults or fails to perform hereunder, this Temporary Use Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time. Anderson County may cancel this Temporary Use Agreement if unforeseen circumstances occur with sixty (60) days written notice to Lessor.

b) **FOR COVENIENCE:** Either party may terminate this lease at any time by giving written notice to the other party at least sixty (60) days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

Section 8. WAIVER:

A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Section 9. ENTIRE AGREEMENT:

This Temporary Use Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 10. SEVERABILITY:

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 11. EXHIBITS:

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12. MULTIPLE COUNTERPARTS; EFFECTIVENESS:

This Temporary Use Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Temporary Use Agreement shall become effective when executed and delivered by all the parties.

Section 13. JURISDICTION:

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14. BINDING EFFECT:

This Temporary Use Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 15. CHOICE OF LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16. NOTICE:

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys at the following addresses:

LESSOR:

Anderson County Government
Office of the County Mayor
Anderson County Courthouse
100 N. Main Street, Room 208
Clinton, TN 37716
(865)457-5400
tfrank@andersoncountyttn.gov

LESSEE:

Yes Go Travel
Susie Housley
969 Oak Ridge Turnpike, PMB #238
Oak Ridge, TN 37830
www.yesgotravel.info/contact
(865) 405-3690

Registered Agent:

Susan Rena Housley
153 N. Alabama Road
Oak Ridge, TN 37830
Suzie@yes-gotravel.com

Section 17. TITLES AND SUBTITLES:

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 18. ASSIGNMENT:

This Temporary Use Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 19. FURTHER DOCUMENTATION:

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 20. RELEASE AND HOLD HARMLESS:

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise in the future from lawsuits or circumstances referenced herein. (Subject to Section 4 of this Agreement) Lessor assumes no responsibility for loss, theft, damage or injuries to Lessees' vehicles, personnel or business guest. The only claim that shall survive this Temporary Use Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This _____ day of _____, 2024.

ACCEPTANCE BY ANDERSON COUNTY (LESSOR):

H. Tyler Mayes, Chairman

ATTEST:

Jeff Cole, County Clerk

Terry Frank, County Mayor

APPROVED AS TO FORM:

N. Jay Yeager, A.C. Law Director

ACCEPTANCE BY “YES GO TRAVEL” (LESSEE):

Susie Housley

Anderson County, Tennessee
Board of Commissioners
RESOLUTION NO. 24-07-1176

RESOLUTION AUTHORIZING ANDERSON COUNTY TO TERMINATE THE 457(B) DEFERRED COMPENSATION PLAN PROVIDED THROUGH NATIONWIDE.

WHEREAS, in 1984 Anderson County Government, by and through the Employee Benefit Trust established an employee retirement account through a 457(b) deferred compensation plan offered through Nationwide Retirement Solutions; and

WHEREAS, in 2019 Anderson County, Tennessee, through the Anderson County Board of Trustees acting for the Employee Benefit Trust decided to consolidate and transfer all employee retirement accounts including employee assets in the Nationwide 457(b) Plan to the Tennessee Consolidated Retirement System that offered 401(k) and 457(b) plans in conjunction with the TCRS Defined Benefit Retirement Plan. At that time, Anderson County sent a letter of intent to Nationwide to terminate and freeze employee assets in the Nationwide Plan (Exhibit 1); and

WHEREAS, the five-year grace period has now expired and all employee retirement funds have been transferred to the Tennessee Consolidated Retirement Plans. Nationwide is requiring an Amendment, attached to this Resolution as Exhibit 2, to modify and terminate the Anderson County Tennessee 457(b) Deferred Compensation Plan to be executed by Anderson County, Tennessee, to effectively terminate the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 15th day of July 2024 that we hereby modify and terminate the 457(b) Deferred Compensation Plan provided through Nationwide and authorize the County Mayor and Chairman to execute all required documents needed to facilitate the termination of the Nationwide 457(b) Plan. This Resolution shall take effect immediately upon approval of the Anderson County Legislative Body.

RESOLVED this 15th day of July 2024.

H. Tyler Mayes, Chair, Bd. of Comm.

Terry Frank, County Mayor

ATTEST: Jeff Cole, County Clerk

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Anderson County Tennessee (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on _____, _____, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, the Amendment to modify and terminate the Anderson County Tennessee 457(b) Deferred Compensation Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more copies of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR TERMINATING DEFINED CONTRIBUTION PLAN

Anderson County Tennessee, (“Employer”), adopts this Amendment to the Anderson County Tennessee 457(b) Deferred Compensation Plan (“Plan”).

**ARTICLE I
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to terminate the Plan effective as of the “Effective Date of Plan Termination” specified in Amendment Section 2.1 below.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to “Section” in this Amendment refers only to sections within this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

**ARTICLE II
EFFECTIVE DATE, CONTRIBUTIONS, AND DISTRIBUTION**

The Employer must complete 2.1.a. below.

- 2.1 **Plan Termination.** The Plan is terminated as of the Effective Date of Plan Termination.
 - a. **The Effective Date of Plan Termination is:** August 14, 2024.
- 2.2 **Cessation of contributions.** No employees shall enter the Plan after the Effective Date of Plan Termination, and there will be no contributions for periods after such date. Furthermore, in determining any contributions prior to the Effective Date of Plan Termination, the Plan will not take into account Compensation paid after such Effective Date.
- 2.3 **Distributions.** The Plan Administrator shall direct that distributions be made to Participants and Beneficiaries within a reasonable period of time after the Effective Date of Plan Termination. Notwithstanding any provision in the Plan to the contrary, if the Plan is a Profit Sharing or 401(k) Plan that is not required to provide for distributions in the form of a qualified joint and survivor annuity pursuant to Code §§ 401(a)(11) and 417 and the Employer does not maintain another defined contribution Plan (other than an ESOP), then the Plan will distribute benefits to Participants and Beneficiaries in a lump-sum payment, regardless of the Participant's or Beneficiary's consent to such distribution.
- 2.4 **Plan Year.** The Plan Administrator will administer the Plan as though the Plan Year that includes the Effective Date of Plan Termination ends on the Effective Date of Plan Termination. This provision applies for all plan administration purposes, including the application of the Top-Heavy requirements under Code §416, the limitation year under Code §415, and any allocation conditions imposed by the Plan. However, the plan termination does not change the Plan Year for purposes of ERISA, including ERISA's reporting and disclosure requirements.

DC Termination Amendment

* * * * *

This Amendment has been executed this _____ day of _____,
_____.

Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation

Name of Employer: Anderson County Tennessee

By: _____

[Print Name, Title]

AMENDMENT TO IMPLEMENT SECURE ACT PROVISIONS FOR TERMINATING PLAN

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Except as otherwise specified in this Amendment, this Amendment is effective ("the Effective Date") on the first day of the first Plan Year beginning after December 31, 2019, or as soon as administratively feasible thereafter.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA. The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA.

ARTICLE 2 IDENTIFICATION; ELECTIONS

2.1 Identifying information.

- A. Name of Employer: Anderson County Tennessee
- B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan
- C. Type of Plan (*check one*)
 - (1) ☐ 401(k) Plan
 - (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
 - (3) ☐ Money Purchase Pension Plan
 - (4) ☐ Defined Benefit Plan (including a cash balance plan)
 - (5) ☐ 403(b) Plan
 - (6) ☒ 457(b) Plan (check one): ☒ Governmental employer ☐ Tax-exempt employer

2.2 Plan Type Definitions. "Qualified Plan" means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. "Defined Contribution Plan" means a Qualified Plan other than a Defined Benefit Plan.

2.3 Default Provisions. The following provisions apply except to the extent the Employer makes a different election in one or more of Sections 2.4 through 2.9.

- a. **The Plan does not make birth/adoption distributions described in Article 5.**
- b. **Distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.**
- c. **Participants will not be able to take in-service distributions from Money Purchase Pension Plans, Defined Benefit Plans, or Governmental 457(b) Plans at age 59½.**

- d. The Plan will not make distributions of Lifetime Income Investments as described in Article 9.
- e. If the Plan is a QACA, the automatic deferral percentage will not exceed 10%.
- f. The Plan (if a retirement income account plan described in Code §403(b)(9)) does not cover employees of organizations affiliated with the Employer (other than Participating Employers).

Skip Sections 2.4 through 2.9 if you accept the default provisions listed in Section 2.3. Any entry in Sections 2.4 through 2.9 will override the corresponding default.

- 2.4 ☐ **Birth/Adoption Distributions.** The provisions of Article 5, dealing with distributions following birth or finalized adoption APPLY as follows: *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective January 1, 2020.
 - (b) ☐ The provisions apply effective _____. *(Enter date after December 31, 2019.)*
 - (c) ☐ Distributions are not available from the following accounts: _____ (e.g. matching contributions, or accounts in which the Participant is not fully vested).
- 2.5 ☐ **RMD Timing.** Distribution of RMDs to Affected Participants, as described in Article 6, will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 6.5.
- 2.6 ☐ **In-Service Distributions.** The provisions of Article 8, dealing with in-service distributions at age 59½ for pension plans and governmental 457(b) plans, APPLY as follows. If 2.6 is selected and 2.6(c) is not selected, in-service distributions are permitted at age 59½. *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective on the first day of the first Plan Year beginning after December 31, 2019.
 - (b) ☐ The provisions apply effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
 - (c) ☐ Age at which in-service distributions are permitted _____ *(Enter age greater than 59½.)*
- 2.7 ☐ **Distributions of Lifetime Income Investments.** The provisions of Article 9, dealing with distributions of Lifetime Income Investments, APPLY effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.8 ☐ **QACA Maximum Automatic Deferrals.** The provisions of Article 11, dealing with the maximum automatic deferral percentage for a QACA, APPLY effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.9 ☐ **Retirement Income Accounts.** The provisions of Article 13, dealing with retirement income account plans described in Code §403(b)(9), APPLY effective _____. *(Enter effective date.)*
For purposes of Section 13.2, the following individuals are Specified Individuals: *(Select any that apply.)*
- (a) ☐ A duly ordained, commissioned, or licensed minister of the Employer in the exercise of his or her ministry.
 - (b) ☐ An employee of one or more of the following organizations, each of which is exempt from tax under Code §501 and is controlled by or associated (as described in Code §414(e)(3)(D)) with a church or a convention or association of churches: _____
 - (c) ☐ A former Employee described in Code §414(e)(3)(B)(iii).
 - (d) ☐ Describe: _____ *(Describe or name one or more individuals or categories of individuals who will be treated as an Employee. Each such individual must be described in Code §414(e)(3)(B).)*

ARTICLE 3 ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103

- 3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 3.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12).
- 3.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30th day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant's Compensation.
- 3.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter. A “**Safe Harbor Nonelective Contribution**” means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation. The ADP Test means the test provided in Code §401(k)(3)(ii). The “**ADP Safe Harbor**” means the safe harbor provided by Code §401(k)(12)(A) or a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13). A “**Safe Harbor Match Plan**” is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2). A “**Safe Harbor Notice**” is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).

ARTICLE 4 403(b) TERMINATION DISTRIBUTIONS – SECURE Act §110

- 4.1 **Application.** This Article 4 will apply only if the Plan is a 403(b) Plan.
- 4.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to IRS guidance required under SECURE Act §110.

ARTICLE 5 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 5.1 **Application.** This Article 5 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4 for this Article 5 to apply, effective on the date specified in Section 2.4.
- 5.2 **Distribution Authorized.** A Participant may request a distribution (other than from an account described in Section 2.4(c)) of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan, and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½.
- 5.3 **Definitions.** A “**QBAD**” is Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning of the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized. An “**Eligible Adoptee**” is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. A individual is considered physically or mentally incapable

of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

- 5.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 5.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 5.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 6 REQUIRED BEGINNING DATE – SECURE Act §114

- 6.1 **Application.** This Article 6 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 6.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if he or she was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 6.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.
- 6.4 **Definitions.** A Participant is an "Affected Participant" if the Participant was born after June 30, 1949. An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9). A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C).
- 6.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5 for this Section 6.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 6 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31).

ARTICLE 7 BENEFICIARY RMDs – SECURE Act §401

- 7.1 **Application.** This Article 7 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 7.2 **Effective Date.** Except as provided in Section 7.4, Article 7 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 7 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2).

- 7.3 **10-Year Rule.** If the distributee of a deceased Participant's account is a Designated Beneficiary who is not an "Eligible Designated Beneficiary," then the Plan will distribute the account in full no later than December 31 of the 10th year following the year of the Participant's death.
- 7.4 **Beneficiary Death.** If an Eligible Designated Beneficiary dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 7, the limitations of this Article 7 shall apply to distributions to the beneficiary of the Participant's Designated Beneficiary if the Designated Beneficiary died after the Effective Date of this Article 7.
- 7.5 **Definitions.** A distributee is a "Designated Beneficiary" if the individual is described under Treas. Reg. §1.401(a)(9)-4. An individual is an "Eligible Designated Beneficiary" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of majority (as defined for purposes of Code §401(a)(9)(F)), (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date.

ARTICLE 8 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 8.1 **Application.** This Article 8 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in 8.3 a 401(k) or Profit Sharing Plan, and (2) the Employer elects in Section 2.6 for this Article 8 to apply, effective on the date specified in Section 2.6.
- 8.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.6(c). Such a distribution will be limited to the vested portion of Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).
- 8.3 **Limited application to profit sharing plans.** If the Employer elects in Section 2.6 for this Article 8 to apply, this Article 8 will apply to an account in a 401(k) Plan or a Profit Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 9 DISTRIBUTIONS OF LIFETIME INCOME INVESTMENTS – SECURE §109

- 9.1 **Application.** This Article 9 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.7 for this Article 9 to apply, effective on the date specified in Section 2.7.
- 9.2 **Distributions authorized.** A Participant may request, and as soon as practical after the request the Plan will make, a distribution of a Lifetime Income Investment on or after the date that is 90 days prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or, if the Employer elects in Section 2.7(c), in the form of a Qualified Plan Distribution Annuity Contract.
- 9.3 **Definitions.** The terms "Lifetime Income Investment," "Qualified Distribution" and "Qualified Plan Distribution Annuity Contract" have the meanings defined in Code §401(a)(38)(B).

**ARTICLE 10
ADOPTION OF PLAN AFTER YEAR END – SECURE §201**

- 10.1 **Application.** This Article 10 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.
- 10.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer's federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan's initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

**ARTICLE 11
QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102**

- 11.1 **Application.** This Article 11 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan and (2) the Employer elects in Section 2.8 for this Article 11 to apply, effective on the date specified in Section 2.8.
- 11.2 **Higher Maximum Contribution.** If the Plan includes a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13), then the automatic deferral percentage which applies to a Participant (referred to as the "qualified percentage" in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant's Compensation during the Initial Period, and shall not exceed 15% of the Participant's Compensation after the Initial Period. The Initial Period for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.
- 11.3 **Validation.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.8) to provide for an automatic deferral percentage which does not exceed the limitations of Section 11.2, the amendment is valid notwithstanding any limitations contained in any provision of the Plan which would limit the automatic deferral percentage to 10%.

**ARTICLE 12
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 12.1 **Application.** This Article 12 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015.
- 12.2 **Inclusion in 415 Compensation.** The amount of a Participant's Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 12.3 **Definition.** A Difficulty of Care Payment is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

**ARTICLE 13
EMPLOYEES PARTICIPATING IN RETIREMENT INCOME ACCOUNT PLAN – SECURE §111**

- 13.1 **Application.** This Article 13 will apply only if (1) the Plan is a 403(b) Plan, (2) Plan assets are held in retirement income accounts described in Code §403(b)(9), and (3) the Employer elects in Section 2.9 for this Article 13 to apply. It is effective as of the date specified in Section 2.9.
- 13.2 **Employee.** For all Plan purposes, the term "Employee" includes Specified Individuals as elected in Section 2.9.

SECURE Act Terminating Plan Amendment v 1.4

This Amendment has been executed this _____ day of _____, _____.

Name of Employer: Anderson County Tennessee

By: _____

AMENDMENT TO IMPLEMENT SECURE 2.0

**ARTICLE 1
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Unless otherwise stated, the effective date of each Article of this Amendment is the first day of the first Plan Year beginning in 2023.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with SECURE 2.0 Act of 2022, enacted by Congress as Division T of the Consolidated Appropriations Act of 2023, and shall be interpreted and applied accordingly.

**ARTICLE 2
IDENTIFICATION; ELECTIONS**

2.1 **Identifying information.**

- A. Name of Employer: Anderson County Tennessee
- B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

**ARTICLE 3
QACA PLANS – SECURE 2.0 §401**

- 3.1 **Application.** This Article 3 will apply only if the Plan is a Qualified Automatic Contribution Arrangement ("QACA") described in Code §401(k)(13). This Article is effective as of the first day of the first plan year beginning in 2020, or such later date as the Plan is a QACA.
- 3.2 **Safe harbor notice required to use ACP safe harbor.** The Plan is required to provide a safe harbor notice, as described in Code §401(k)(13)(E), if the plan utilizes the ACP safe harbor described in Code §401(m)(12).

**ARTICLE 4
BIRTH/ADOPTION DISTRIBUTIONS – SECURE 2.0 §311**

- 4.1 **Application.** This Article 4 will apply only if the Plan permits Qualified Birth and Adoption Distributions ("QBADs") as described in Code §72(t)(2)(H).
- 4.2 **Rollover Deadline.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution in the same manner as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution. However, any such contribution must be received by the Plan no later than December 31, 2025, or prior to Plan termination (if earlier than December 31, 2025).

ARTICLE 5
REQUIRED BEGINNING DATE – SECURE 2.0 §107

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2022.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 73. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 73.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 73, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 72.
- 5.4 **Definitions.** The following definitions apply for this Article 5:
- (a) A Participant is an "Affected Participant" if the Participant was born after December 31, 1950.
 - (b) An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9).
 - (c) A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

ARTICLE 6
COLLECTION OF PEP CONTRIBUTIONS – SECURE 2.0 §105

- 6.1 **Application.** This Article 6 will apply only if the Plan is a Pooled Employer Plan ("PEP") described in ERISA §3(43).
- 6.2 **Named Fiduciary.** The Pooled Plan Provider ("PPP") of the Plan or another Named Fiduciary, other than an Employer in the Plan, to be responsible for collecting contributions to the Plan. The PPP or other Named Fiduciary shall implement written contribution collection procedures that are reasonable, diligent, and systematic.

This Amendment has been executed this _____ day of _____.

Name of Employer: Anderson County Tennessee

By: _____

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Anderson County Tennessee (the Employer) hereby certifies that the following resolution was duly adopted by Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the Anderson County Tennessee 457(b) Deferred Compensation Plan Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR CARES ACT

ARTICLE 1

PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
 - A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
 - B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
 - (1) The individual was diagnosed with COVID-19 by an approved test;
 - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
 - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
 - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 Reserved.

2.2 Employer identifying information.

A. Name of Employer: Anderson County Tennessee

B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan sponsored by a governmental employer

- 2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. (Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))
- (a) ☐ **No.** The Plan will not provide any of these relief provisions.
 - (b) ☐ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.
 - (c) ☐ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.
 - (d) ☐ **The Coronavirus-Related Distribution provisions described in Article 3** (If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)
 - (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.
 - (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts: _____
 - (3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$_____. (Enter amount less than \$100,000.)
 - (4) ☐ The following additional provisions apply to Coronavirus-Related Distributions: _____
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)
 - (e) ☐ **The increased loan limit described in Section 4.2** (If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)
 - (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$_____. (Enter amount less than \$100,000.)
 - (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. (Enter percentage less than 100%.)
 - (3) ☐ The following additional provisions apply to the increased loan limit: _____
(Enter limitations or restrictions which are nondiscriminatory.)
 - (f) ☐ **The loan repayment extension described in Section 4.3** (If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)
 - (1) ☐ The Suspension Period will begin _____ (Enter date not before March 27, 2020) and end _____. (Enter date not later than December 31, 2020.)
 - (2) ☐ The Extension Period will be _____. (Enter period, up to one year, the due date of the loan will be extended, such as "six months.")

- (3) ☐ The following additional provisions apply to the loan repayment extension:

(Enter limitations or restrictions which are nondiscriminatory.)

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.
- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: _____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I)):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☒ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: _____. *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000. (or such lesser amount specified in Section 2.3(d)(3)). The

Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

This Amendment has been executed this _____ day of _____.

Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

Name of Employer: Anderson County Tennessee

By: _____
EMPLOYER

This Instrument Prepared by:
Anderson County Law Director
101 S. Main St., Suite 310
Clinton, TN 37716

SOCCER FIELD LEASE AGREEMENT

This Non-Exclusive Lease Agreement is made on this the ____ day of _____, 2024 between the parties of Anderson County, Tennessee, Lessor, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and East TN Futbol Club, Lessee (hereinafter, "East TN").

WHEREAS, the Parties wish to jointly agree to provide recreational soccer activities to the citizens of Anderson, County.

WHEREAS, primarily the County will supply the soccer fields, including all hereditaments and appurtenances for the joint project, and East TN will provide the daily operations, maintenance, supplies and supervision of the facility.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained in this Non-Exclusive Lease Agreement, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound by this Lease Agreement hereby, covenant and agree as follows:

SECTION 1. DEMISED PREMISES

County hereby demises and lets to East TN all that property indicated on the map attached hereto (Exhibit 1), and further identified as a portion of Map 65, Parcel 83 of the Anderson County land records and being a certain tract of land known as the "Soccer Fields" located at the intersection of State Highway 61 and Public Safety Drive in the City of Clinton, TN.

SECTION 2. LEASE TERM

This Lease shall be valid and in effect from the date indicated above and for a period of one (1) year. Lease is subject to four (4) future renewals of one (1) year each contingent upon approval by the Anderson County Board of Commissioners and execution of a subsequent renewed Lease Agreement.

SECTION 3. RENT

East TN shall pay the County, as annual rent for the premises, the sum of One Dollar (\$1.00) per year, for a total of One Dollar (\$1.00) contemporaneous with the execution of this Lease Agreement and for each renewal period, as approved by the Anderson County Board of Commissioners, thereafter.

SECTION 4. UTILITIES

County shall pay all power, sewer, and water utilities for the premises. All other fees, utilities and maintenance supplies, not specifically contemplated under the terms of this Lease Agreement shall be the responsibility of East TN.

SECTION 5. REVENUES

East TN will receive all revenues generated from the use of Soccer Fields, including, but not limited to, concessions, tournament fees, registration fees, entrance fees and all other sources of revenue deemed necessary to support the activities of East TN.

SECTION 6. MAINTENANCE

East TN will provide all maintenance for the premises except for mowing and associated mowing equipment. Directions for mowing shall be provided by East TN to the Chief Jailor. East TN shall provide for all other maintenance and supplies, including, but not limited to, trash removal, field striping, restroom facility cleaning and supplies, light bulbs, fertilizer and the like. East TN agrees it will maintain the premises at a reasonable standard of care, and will clean and inspect facility after each use, including, checking for water leaks from toilets and faucets, cleanliness, hazards, and dangerous conditions before each use. East TN agrees to lock all doors and windows after each use.

SECTION 7. USE OF PROPERTY

East TN agrees that the sole purpose of the premises shall be for use as a recreational facility. At no time shall East TN use the premises for purposes other than recreational activities. East TN has permission to issue a temporary license to other youth organizations. Any youth organization that is so licensed must execute a Release of Liability (Exhibit 2). East TN shall remain responsible for the premises while temporarily licensed to another youth organization. East TN shall not use the premises for any purpose other than the purposes set forth herein, and will not permit the property to be used for any purpose contrary to the terms of this Lease Agreement. East TN warrants that it will not utilize the premises in a manner injurious to the public health, safety and welfare and shall keep the property free from defects. East TN agrees that it will maintain a reasonable standard of maintenance for the premises. East TN agrees that youth recreational soccer clubs may use the soccer fields when not in use by East TN, provided that, permission is obtained from County or East TN. Additionally, County reserves the right to utilize the parking area when needed and to expand the existing Anderson County Detention Facility or construct a future Justice Center adjacent to the demises premises with one hundred and twenty (120) days' notice given to East TN of such intent to expand. In case of an emergency, East TN agrees to contact 911 immediately without delay.

SECTION 8. OPTION TO CANCEL

Either party shall have the option to cancel Lease with one hundred and twenty (120) days' written notice to the other party. East TN shall not be entitled to any reimbursement of annual rent payments if either party decides to cancel Lease. East TN agrees that if it fails to perform any of the terms and conditions of this Lease Agreement, County shall have the right to declare this Lease null and void and upon so declaring County shall have the right to forthwith re-enter and repossess the premises. Upon cancellation of the Lease Agreement, East TN agrees that all improvements to the premises shall become property of County.

SECTION 9. INSURANCE

East TN will provide insurance coverage in the following amounts and sufficient to cover any and all claims that may arise from its activities and use of leased premises. East TN shall furnish certified copies of such policy or policies to the County Mayor with each renewed lease.

(A) Property Loss or Damage. Insurance against loss or damage to the land, buildings and improvements, now and hereafter located on the premises sustained by fire, theft, vandalism, weather occurrence, or any act that results in property damage or loss to the premises in the amount not less than Two Million Dollars (\$2,000,000.00); and

(B) Personal Injury or Death. Insurance against claims for personal injury liability (including death), under policies of general public umbrella coverage, and excess third party liability insurance, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) in respect to bodily injury including death.

(C) Evidence of Coverage and Payment If East TN shall fail or refuse, or neglect to maintain such insurance or to furnish County with satisfactory evidence of payment of the insurance premium of any policy, within sixty (60) days of the execution of this Lease Agreement or any subsequent renewal Lease Agreement, County shall have the right at County's option to purchase such insurance and to pay the premiums hereon or to pay the premiums on insurance East TN should have obtained. All such payment made by County, shall be recoverable by County from East TN on demand as additional consideration hereunder together with interest, at the rate of ten percent (10%) per annum from the prospective date of County's making of the insurance payments. A policy of insurance so procured by County shall be written for the shortest period of time available from comparable insurers in the area and East TN shall be given prompt notice of the payment of insurance premiums by County, the amount paid, the name of the insurer, or insurers, and the duration of the coverage obtained. East TN shall have the right to replace said insurance coverage as of any expiration date, and East TN shall duly notify County of such replacement.

SECTION 10. EAST TN BUDGET

East TN agrees to submit a yearly budget and/or financial statement, showing all revenues and expenses, to the County Mayor on or before January 1st of each calendar year.

SECTION 11. EAST TN MEMBERS AND STAFF

East TN agrees to submit the names and office addresses of all members and staff, including but not limited to, the Director, Secretary, Financial Officer, Coaches, Assistant Coaches, and all administrative staff members, to the County Mayor on an annual basis, and upon any change in the members or staff. East TN agrees that all members and staff will receive first aid, cardiopulmonary resuscitation (CPR) and concussion protocol training. East TN may obtain this training free of charge from Anderson County EMS by contacting Nathan Sweet, Director of

Anderson County EMS, at (865) 457-8609. East TN agrees to provide certification for all members and staff to County.

SECTION 12. NOTICE

Any notice required or provided to this Agreement shall be in writing and sent or delivered to the parties at the following addresses:

COUNTY: Anderson County Government
Office of the County Mayor
208 Anderson County Courthouse
100 N. Main Street
Clinton, TN 37716

LESSEE: East TN Futbol Club
104 Mohawk Rd
Oak Ridge, TN 37830

In the event of any change to the Director of East TN, notice to the County regarding change is required. All notices and written communications hereunder shall be sent by certified return receipt or registered return receipt mail.

SECTION 13. DEFAULT

In the event of default by East TN hereto, the County may bring suit against East TN to enforce the terms of this Lease Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

SECTION 14. NO ORAL MODIFICATION

No modification, amendment, supplement to or waiver of this Lease Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

SECTION 15. WAIVER

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

SECTION 16. ENTIRE AGREEMENT

This Lease Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

SECTION 17. SEVERABILITY

In the event any one or more of the provisions of this Lease Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

SECTION 18. EXHIBITS

Any Exhibits attached hereto or incorporated herein are made a part of this Lease Agreement for all purposes. The expression "this Agreement" means the body of this Lease Agreement and the Exhibits.

SECTION 19. MULTIPLE COUNTERPARTS; EFFECTIVENESS

This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively as one Lease Agreement. This Lease Agreement shall become effective when executed and delivered by all the parties.

SECTION 20. JURISDICTION; CHOICE OF LAW

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, TN and agrees that venue for all legal actions brought in connection with this Lease Agreement shall lie exclusively in such courts. This Lease Agreement shall be governed and construed in accordance with the laws of the State of TN.

SECTION 21. EFFECT OF CAPTIONS, TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Lease Agreement.

SECTION 22. ASSIGNMENT

This Lease Agreement shall be non-assignable. Any attempt to assign this Lease Agreement shall be deemed a material breach of the terms of this Agreement and County shall have the right to declare this Lease null and void upon proper written notice to East TN.

SECTION 23. FURTHER DOCUMENTATION

The parties agree to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Lease Agreement.

SECTION 24. GOOD FAITH

The parties, their agents and employees agree to cooperate in good faith while fulfilling the terms of this Lease Agreement. Unforeseen difficulties shall be resolved by the County Mayor.

IN WITNESS WHEREOF, the parties have hereto, each acting under due and proper legal authority, execute this Lease Agreement as of the day and year first written above.

ACCEPTANCE BY LESSEE:
East TN Futbol Club

ACCEPTANCE BY LESSOR:
Anderson County Government

By: _____
Signature and Title

By: _____
County Mayor

County Commission Chair

Date: _____

Date: _____

Approved as to Form:

County Attorney

Attest:

County Clerk

Anderson County Soccer Fields

Legend

- Anderson County Detention Facility
- Anderson County EMS Station 1
- Feature 1
- Public Safety Ln

DEMISED PREMISES
(only soccer fields and parking lot)

EXHIBIT 1

TEMPORARY USE LICENSE AND RELEASE OF ALL CLAIMS

East TN Futbol Club and _____
(Licensee - Organization Name)

East TN Futbol Club has permission from Anderson County Government to grant the undersigned a temporary license to use the property indicated on the map attached hereto (Exhibit 1), and further identified as a portion of Map 65, Parcel 83 of the Anderson County land records and being a certain tract of land known as the "Soccer Fields" located at the intersection of State Highway 61 and Public Safety Drive in the City of Clinton, TN.

That in consideration of the mutual promises made between East TN Futbol Club and the undersigned organization representative does hereby and for the organization, its administrators, successors, employees, volunteers, all participants and assigns, do release, acquit, and forever discharge East TN Futbol Club and Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee, and/or its officials, appointed or elected, all employees and volunteers, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or may hereafter accrue on account of or in any way growing out of damages or injuries incurred on the Soccer Fields while the temporary Licensee has use and enjoyment of the stated property.

This release is intended only to operate only as a release and discharge of whatever claims the undersigned may have against East TN Futbol Club and Anderson County Government related to the above described temporary license and use of the Soccer Fields.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release between the parties contains the entire agreement between the parties hereto, and that the terms of this document are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING TEMPORARY USE LICENSE AND RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20_____.

CAUTION: READ BEFORE SIGNING BELOW

Organization Name: _____

Representative: _____

Address: _____

Witnessed:

For East TN Futbol Club:

Anderson County, Tennessee

FIRE COMMISSION

BYLAWS

I. Organizational Name

This committee of Anderson County Government shall be known as the “Anderson County Fire Commission.”

II. Mission

It is the declared mission of the Anderson County Fire Commission to improve emergency services to Anderson County residents by working together to coordinate training opportunities, ensure equipment interoperability, establish relationships, to enhance mutual aid with all emergency response agencies in Anderson and surrounding counties, and present to the Anderson County Legislative Body issues concerning future development of emergency response in Anderson County.

III. Membership

A. Agency Membership (Voting Status) shall be comprised of the following:

Andersonville Volunteer Fire Department;
Briceville Volunteer Fire Department;
Claxton Volunteer Fire Department;
Marlow Volunteer Fire Department;
Medford Volunteer Fire Department;
Anderson County Rescue Squad;
Clinton Fire Department;
Lake City Fire Department;
Norris Public Safety;
Oak Ridge Fire Department;
Oliver Springs Fire Department; and
Two sitting Anderson County Commission representatives appointed by the Anderson County Legislative Body.

B. Associate Members (Non-Voting Status) shall be:

Anderson County Emergency Management;
Anderson County Emergency Medical Service;
Anderson County Sheriff's Office;
Anderson County Constables; and
American Red Cross.

IV. Voting Rights

A. Each member agency shall have one vote.

- B. The Chief of each fire department has priority voting status for his/her agency; however, the Chief may appoint a designee to cast the agency's vote on any matter. The Chief shall submit a list of designees in order of priority that can vote in his/her absence for their respective agency. The list may be amended by the Chief at any time, but must be submitted in advance and maintained by the Fire Commission Secretary. In the Chief's absence, the appointed designee shall cast the member agency's vote on any matter brought before the Fire Commission.
- C. Associate Members shall not vote.
- D. The Chair and Vice-Chair shall be allowed to vote on any matter coming before the Fire Commission.
- E. A quorum is considered a majority of the Fire Commission voting membership and all measures shall pass by a majority of the membership present at the meeting. Members shall abstain for cause for matters that involve a direct personal benefit.

V. Membership Terms

- A. Department Chiefs shall serve throughout their term of office.
- B. County Commissioners shall be appointed by the Anderson County Legislative Body to serve a two (2) year term, with the Legislative Body filling any vacancy as may occur.

VI. Officers

- A. Officers of the Anderson County Fire Commission shall be:

Chair:	County Commissioner
Vice-Chair:	Fire Chief
Secretary:	Fire Chief or other non-voting member
- B. Officers Responsibilities:
 - 1) Chair: The Chair shall conduct the meetings, set the agenda and report to the County Commission on meeting outcomes. The agenda shall be comprised of input from Fire Commission Membership and published to Membership three days in advance of the meeting date.
 - 2) Vice-Chair: The Vice-Chair shall conduct the meetings in the absence of the Chair. The Vice-Chair shall serve in any other capacity as directed by the Chair.
 - 3) Secretary: The Secretary shall prepare for publication to the Membership and County Commission minutes of all meetings. The Secretary shall also prepare other correspondence including meeting agendas and public notices of meeting dates as directed by the Chair.

VII. Election of Officers

- A. Officers shall be elected in September of each year.

- B. In the event a vacancy occurs in one of the commission representative appointments, the County Legislative Body shall elect a qualified Member to serve the remaining term of office.

VIII. Meetings

- A. Meetings shall be held on the first Tuesday of every other month at 6:30 PM in the Anderson County Courthouse, or other designated location. The meetings shall be limited in length to ninety (90) minutes. Meeting time length may be extended by majority vote during the meeting. Meeting agenda requests must be submitted to the Chair by noon on the second Wednesday in each month a meeting is held.
- B. All regular meeting shall be publicly noticed in a newspaper of general circulation in the county at least five (5) days prior to the meeting date.
- C. The Fire Commission may vote to call additional special called meetings to discuss and vote on timely issues, with all Members and the public notified at least five (5) days in advance of such called meetings.

IX. Reports/Requests to County Commission

- A. Any issue brought to the Anderson County Legislative Body by an Anderson County Fire Commission Member shall be heard in advance and approved by vote of the Fire Commission Membership if said issue affects more than one Member Department.
- B. Any Fire Commission Member may address County Commission regarding issues affecting only that Member's individual department, provided that the issue does not involve county monetary appropriation or in-kind contribution. All requests for county funding or in-kind contributions shall be brought before the Fire Commission for approval.

X. Robert's Rules of Order

The most recent edition of Robert's Rules of Order shall govern any issue not covered by these Bylaws.

XI. Modification of Bylaws

Any modifications, amendments or changes to these Bylaws must be placed on the meeting agenda in advance and shall be approved by majority vote of the membership at two consecutive regularly scheduled monthly meetings.

Approved by the Anderson County Legislative Body this 15th day of July, 2024.

COOPERATIVE AGREEMENT

Cemetery Gate Agreement Revised

This Cooperative Agreement ("Agreement"), effective _____, 2024, is entered into between the Parties of Anderson County Government, a governmental entity and political subdivision of the State of Tennessee ("County") and the Tennessee Valley Authority ("TVA"), a corporate agency and instrumentality of the United States created and existing under the Tennessee Valley Authority Act of 1933.

The parties agree as follows:

1. TVA agrees to provide and install a steel gate ("Gate") to provide ingress and egress to the Historic Black Family Cemetery located on an unnamed abandoned county roadbed off Old Blacksberry Lane in the Claxton Community of Anderson County, Tennessee on or about a location identified by the following GPS coordinates:

Post 1 – Northing - 594595.978, Easting – 2547502.529, Elevation – 844.579
Post 2 – Northing – 594618.693, Easting – 2547495.679, Elevation – 847.753

A map showing the location is attached as Exhibit 1.
2. County hereby grants TVA the right to access the above-described property for the purpose of installing the Gate, including the right to access the property in advance of installation for the purpose of conducting any project planning and placement of materials that TVA deems necessary. County represents and warrants to TVA that it has the necessary rights in the property to grant TVA the access rights described in this Section.
3. County agrees to provide TVA with such cooperation and assistance with regard to TVA's installation of the Gate as TVA may reasonably request.
4. County agrees that TVA has no obligation to maintain, repair, or replace the Gate once installed.
5. TVA assumes no responsibility for any liability that may arise from installation of the Gate or use of the gate by the County or others. COUNTY SHALL INDEMNIFY AND HOLD HARMLESS TVA AND ITS EMPLOYEES WITH REGARD TO ANY CLAIMS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE INSTALLATION OR USE OF THE GATE.
6. IT IS EXPRESSLY UNDERSTOOD THAT TVA MAKES NO GUARANTY, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, (A) AS TO THE CHARACTER OR QUALITY OF THE GATE OR ITS INSTALLATION, AND (B) AS TO THE MERCHANTABILITY OR THE FITNESS FOR ANY USE OR PURPOSE OF THE GATE OR ITS INSTALLATION. COUNTY AGREES THAT THE GATE IS BEING PROVIDED AND INSTALLED BY TVA IN "AS IS" CONDITION.
7. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by electronic mail, to the other party. Notices will be deemed effective: (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight mail, or (iii) the same day if sent by electronic mail. A copy of any notice shall be sent to the contacts and addresses set forth below:

For TVA:

Phone: (____) _____
E-Mail: _____@tva.gov

For County:

Phone: (____) _____
E-Mail: _____@____.____

8. In the event of a breach of this Agreement by County, County shall pay to TVA any reasonable attorneys' fees and other costs and expenses incurred by TVA in connection with the enforcement of any provisions of this Agreement.
9. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
10. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.
11. This Agreement shall not be assigned or otherwise transferred by County without the prior written consent of TVA. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.
12. In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
13. This Agreement shall be construed in accordance with the Federal laws of United States. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. The parties further agree that in any litigation each will waive any right it may have to a trial by jury.
14. No member of or delegate to Congress; or Resident Commissioner; or any officer, employee, special Government employee; or agent of TVA shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. The parties shall not construe this provision to extend to a corporation or unit of Government contracting for its or for the public's general benefit. Recipients shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 CFR pt. 2635, subpt. B, as such provisions may subsequently be amended, supplemented, or replaced. Breach of this provision shall constitute a material breach of this Agreement.
15. To the extent applicable, this agreement incorporates by reference the Equal Opportunity clause, 41 C.F.R. § 60-1.4
16. The foregoing contains the full agreement among the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendment or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party.

In witness whereof, the parties hereto have executed this agreement by their respective duly authorized representative as of the day and year first above written.

**PARTIES OF ANDERSON COUNTY
GOVERNMENT**

By: _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By: _____

Title: _____

Date: _____

This agreement prepared by:
Office of the County Law Director
Anderson County, Tennessee
101 S. Main Street, STE 310
Clinton, TN 37716
865-457-6290

TVA LICENSE TO ERECT GATE

Historic Black Family Cemetery

This Agreement made this 21 day of June 2021 by and between the Parties of Anderson County Government, a governmental entity and political subdivision of the State and Tennessee (Licensor) and the Tennessee Valley Authority (TVA) a United States Governmental Corporation formed under the Tennessee Valley Authority Act of 1933 (Licensee). In consideration of the terms and conditions recited below, the receipt and sufficiency of such is hereby accepted, the Parties hereto agree as follows:

WITNESSETH

Section 1: LICENSE AGREEMENT

Licensor grants Licensee and Licensee accepts License to construct a steel gate across real property owned, or granted to, or otherwise legally controlled by the Licensor in an effort to provide safe public ingress/egress and security to the Historic Black Family Cemetery.

Section 2: CONSTRUCTION EASEMENT

Licensor grants Licensee a temporary construction easement across real property and roadways, including rights-of-way owned by, or granted to, or otherwise legally controlled, by Licensor for the purpose of erection and construction of said gate by Licensee. Licensee shall at all times have permission to enter upon the lands and property owned, or controlled, by Licensor to provide repairs and maintenance to gate and other fixtures installed necessary to the erection and construction of gate on Licensor's property. Licensee shall at all times proceed with due care with regard to pedestrians and traveling motorists on adjacent county roads.

Section 3: LOCATION

The Parties agree that Licensee will erect, construct and provide maintenance to, a steel gate sufficient to provide safe and secure ingress/egress to the Historic Black Family Cemetery located on an unnamed abandoned county roadbed off Old Blacksberry Lane in the Claxton Community of Anderson County, Tennessee on or about a location identified by GPS Coordinates:

Post 1 – Northing - 594595.978, Easting – 2547502.529, Elevation – 844.579.

Post 2 – Northing - 594618.693, Easting - 2547495.679, Elevation – 847.753.

(See attached Exhibit 1)

Section 4: TERM OF LICENSE

This license shall be effective from the date stated above and shall remain effective until such time as the gate is removed by agreement of the Parties.

Section 5: INDEMNITY

The Parties agree to defend and hold harmless one another from and against any and all claims of, or damage to property, or injury to, or death of person or persons resulting from or arising out of this Agreement or the public being served by this Agreement, where such injury, property damage, or death occurs as a proximate cause of the negligence of either Licensee or Licensor. The Parties agree to provide adequate insurance coverage sufficient to cover all claims, individual and per aggregate, or other required and additional sums sufficient to cover any and all claims arising from property damages, injuries, illness or death related to this Agreement. Insurance certifications shall be provided upon request.

Section 6: DEFAULT

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including reasonable attorney's fees and the costs associated with the default. If the Parties fail to comply with any provision embodied herein, this lease shall be cancelled, declared null and void, and premises automatically restored to the former condition without demand for re-entry.

Section 7: NO ORAL MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

Section 8: CANCELLATION

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time. Licensor may cancel Agreement if unforeseen circumstances occur with thirty (30) days written notice to Licensee and all premises, structures and fixtures shall revert to Licensee with due compensation awarded by Licensor for improvements made by Licensee.

Section 9: WAIVER

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any and all rights hereunder.

Section 10: ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 11: SEVERABILITY

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 12: EXHIBITS

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 13: MULTIPLE COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Section 14: JURISDICTION

Each party hereby irrevocably consents to the jurisdiction of all courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 15: BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

Section 16: CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 17: NOTICE

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties and counsel.

Section 18: TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 19: ASSIGNMENT

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the Parties and their successors, assigns, heirs, executors and/or administrators.

Section 20: FURTHER DOCUMENTATION

The Parties agree for themselves and their successors and assigns to hold this agreement as valid and to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 21: RELEASE AND HOLD HARMLESS


The Parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise in the future related to this Agreement. The only claim that shall survive this Agreement is compliance with this Agreement.

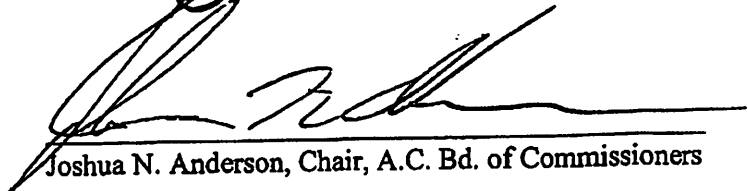
IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority and counsel have accepted the terms and executed this Agreement on or about the date listed above.

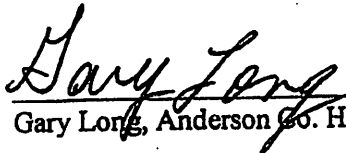
APPROVED by the Anderson County Board of Commissioners on June 21, 2021.

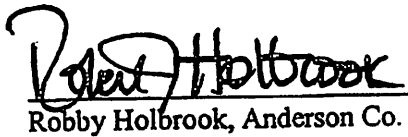
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ACCEPTANCE BY ANDERSON COUNTY (LICENSOR):

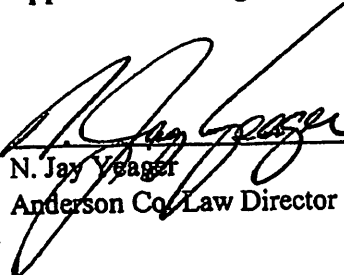

Terry Frank, Anderson Co. County Mayor

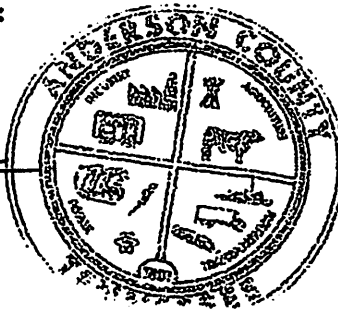

Joshua N. Anderson, Chair, A.C. Bd. of Commissioners


Gary Long, Anderson Co. Highway Superintendent

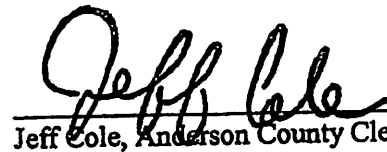

Robby Holbrook, Anderson Co. Interim Finance Director

Approval as to Legal Form:


N. Jay Yeager
Anderson Co. Law Director



ATTEST:


Jeff Cole, Anderson County Clerk

<Remainder of page intentionally left blank>

ACCEPTANCE BY TENNESSEE VALLEY AUTHORITY (LICENSEE):

Signature

Print Name

Position

Address

Phone

Anderson County, Tennessee
Board of Commissioners
RESOLUTION NO. 24-07-1177

**RESOLUTION ESTABLISHING SELECTION PROTOCOL AND PROCEDURES
FOR THE DISPURSEMENT OF OPIOID ABATEMENT FUNDS**

WHEREAS, the overdose epidemic is a national crisis, and for millions of Americans, it has become very personal. Too many Anderson County families have lost their children, siblings, parents, and friends to substance misuse and overdose. Every loss is a painful reminder that we must take bold action to end our county's overdose epidemic; and

WHEREAS, the number of opioid-related deaths continuously rose from 1999 to 2022. Over one hundred and seven thousand (107,000) Americans died from overdose in 2022, and studies show that over 2.1 million Americans continue to suffer from Opioid Use Disorder; and

WHEREAS, the overdose crisis has negatively affected thousands of Anderson County citizens, including immense pressures on local governments coffers. Anderson County Government has witnessed first-hand the ravaging effects on our citizens and the financial strain from depleted governmental resources including manpower especially in the public safety sector that can be directly attributed to this crisis; and

WHEREAS, the Anderson County Board of Commissioners, County Mayor and all County Officials have taken a strong and progressive stance to fund creative programs that address addiction in our community including two highly successful programs in our Sheriff's Office Detention Facility, additional resources for Emergency Medical Service, Office of Emergency Management, Family Justice Center, Health Department and Drug Court; and

WHEREAS, Anderson County recognizes that it will take more than governmental efforts to combat the crisis, and success will come through community partners that fully understand the causation factors, identification of those in need, and the complicated web surrounding delivery of services. Local governmental efforts and our established community partners have collaborated in reducing overdoses in our county by 4.5% during the past eighteen (18) months through programs designed to specifically target the needs of Anderson County citizens; and

WHEREAS, in an effort to fund additional county programs geared towards identification, treatment, rehabilitation and education, the Board of Commissioners has authorized lawsuits against pharmaceutical manufacturers, distributors, retailers and illicit prescribers. These suits have resulted in settlements and bankruptcies producing several thousand dollars of additional local revenue to combat the epidemic; and

WHEREAS, Anderson County needs community partners to produce outreach programs designed to address the many adverse effects caused by the overdose epidemic. Therefore, it is the desire of the Board of Commissioners to establish eligibility requirements, protocol for the selection of

community programs and grantees, and procedures for disbursement of county opioid abatement funds in order to continue an aggressive fight against the overdose crisis.

NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 15th day of July 2024 that we authorize the following protocols and procedures for the disbursement of restricted Opioid Abatement Funds to our community partners:

SECTION 1: Compliance with Tennessee Law

All disbursements of Opioid Abatement funds shall comply with:

- A) The eligibility requirements codified at *Tenn. Code Ann. §5-9-109* (Exhibit 1);
- B) Legal authority conferred through *Tenn. Code Ann. §5-9-203* (Exhibit 2);
- C) *Tennessee's Opioid Abatement and Remediation Uses* created by the Tennessee Opioid Abatement Council (Exhibit 3);
- D) Tennessee Attorney General requirements found in the *Tennessee Opioid Settlement Guide for Local Government, as continually revised* (Exhibit 4);
- E) *1981 Financial Management Act* and those local Finances Policies created thereto.

SECTION 2: Grantee Application Process

A) **Written Application Required**

All interested parties wishing to apply for community grants funded by Opioid Abatement funds shall complete a written application for funding, including no more than a five (5) page overview of the proposed program, identifying targeted participants, methodology to be utilized, program goals, and proposed evidence-based performance measures to confirm desired results. (Exhibit 5).

B) **Opioid Settlement Task Force Review**

Applications for grant funds shall be delivered to the Anderson County Opioid Settlement Task Force to determine grantee eligibility requirements and evaluation of proposed community programs. The Opioid Settlement Task Force may conduct interviews and require additional information from applicants. After evaluation of applications, the Opioid Settlement Task Force will forward all recommendations to the Anderson County Board of Commissioners for final action and potential funding. The Board of Commissioners will make the final decision on successful applicants and all grant funding.

C) **Submissions of Funding Applications and Proposals**

Applications for grant funds should be mailed or delivered to:

Anderson County Opioid Abatement Task Force
Anderson County Courthouse

100 N. Main Street, Room 118
Clinton, TN. 37716
Attn: Commissioner Shelly Vandagriff, Chair

D) Creation of Additional Requirements

The Opioid Settlement Task Force may create and recommend additional requirements for the disbursement of Opioid Abatement Funds with subsequent approval from the Board of Commissioners. Additional requirements may include adjustments to the selection process, maximum annual caps on awards, required eligibility documents, scoring matrix, submission deadlines, etc.

E) Finance Director Approval

The Anderson County Finance Director may require additional documents from recipients in order to comply with accounting procedures and finance policies, and ensure the proposed grantee and program comply with state mandates. This may include examination of balance sheets and annual audits for all grantees.

F) Annual Status Report

At the end of each fiscal year, recipients of grant funds shall file a written status report with the Opioid Settlement Task Force listing program successes and failures, obstacles to successful completion, proposed program modifications, and recommendation as to continued program funding.

SECTION 3: Final Approval of Selected Programs and Disbursement Amounts

The Anderson County Board of Commissioners will make the final determination as to which programs are selected and the amount of funding to be provided.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon passage. The public welfare requiring same.

RESOLVED, APPROVED AND EFFECTIVE this 15th day of July 2024.

H. Tyler Mayes, Chair, AC Comm.

Terry Frank, Mayor

ATTEST:

Jeff Cole, County Clerk

Tenn. Code Ann. § 5-9-109

Current through Chapter 1069, with the exception of Chapter 688 secs 79, 80, and 83 of the 2024 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA.

TN - Tennessee Code Annotated > Title 5 Counties > Chapter 9 Appropriation and Disbursement of Funds > Part 1 Authorized Appropriations Generally

5-9-109. Charitable and civic organizations.

(a)

(1) The county legislative body or governing body of each county may appropriate funds for the financial aid of any nonprofit charitable organization, any chamber of commerce, exempt from taxation pursuant to the Internal Revenue Code of 1954, § 501(c)(6) (26 U.S.C. § 501(c)(6)), or any nonprofit civic organization in accordance with the guidelines required by subsection (b).

(2) For the purposes of this section:

(A) A nonprofit charitable organization is one in which no part of the net earnings inures or may lawfully inure to the benefit of any private shareholder or individual and that provides services benefiting the general welfare of the residents of the county; and

(B) A nonprofit civic organization means a civic organization exempt from taxation pursuant to § 501(c)(4) of the Internal Revenue Code (26 U.S.C. § 501(c)(4)), that operates primarily in the county for the purpose of bringing about civic betterments and social improvements through efforts to maintain and increase employment opportunities in the county by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and agricultural enterprises to locate in or remain in the county.

(3) The statement of public policy set forth in Acts 1955, chapter 209, § 3 is hereby incorporated into and made a part of this section, and it is hereby determined and declared that appropriations authorized by this section are needed to relieve the emergency created by the continuing migration from Tennessee and its counties of a large number of its citizens in order to find employment elsewhere, and to enable the counties of the state to assist nonprofit organizations in furthering the economic development, social welfare and common good of its residents.

(b) Each county legislative body shall devise guidelines directing for what purposes the appropriated money may be spent. These guidelines shall provide generally that any funds appropriated shall be used to promote the general welfare of the residents of the county. Any funds appropriated under this section shall be used and expended under the direction and control of the county legislative bodies.

(c)

(1) Any nonprofit organization that desires financial assistance from the county legislative body or the governing body of the county shall file with the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of an annual audit, a description of the program that serves the residents of the county, and the proposed use of the county assistance.

Tenn. Code Ann. § 5-9-109

- (2) Such report will be open for public inspection during the regular business hours of the county clerk's office.
- (3) Any nonprofit organization that desires such financial assistance may file, in lieu of the annual audit, an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury.
- (4) Such report shall be prepared and certified by the chief financial officer of such nonprofit organization.
- (5) Financial reports shall be available to fiscal officers of the county and shall be subject to audit under § 4-3-304.
- (d) Appropriations to nonprofit organizations other than charitable organizations may be made only when notices have been published in a newspaper of general circulation in the county of the intent to make an appropriation to a nonprofit but not charitable organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

History

Acts 1976, ch. 696, § 1; 1977, ch. 120, § 1; impl. am. Acts 1978, ch. 934, §§ 7, 22, 36; Acts 1979, ch. 132, § 1; T.C.A., § 5-932; Acts 1984, ch. 820, §§ 1, 3; 1989, ch. 62, § 1; 1992, ch. 545, §§ 1, 2; 1995, ch. 106, § 1; 1999, ch. 38, § 1; 2010, ch. 740, § 1; 2017, ch. 123, § 1.

TENNESSEE CODE ANNOTATED

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End of Document

Tenn. Code Ann. § 5-9-203

Current through Chapter 1069, with the exception of Chapter 688 secs 79, 80, and 83 of the 2024 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA.

TN - Tennessee Code Annotated > Title 5 Counties > Chapter 9 Appropriation and Disbursement of Funds > Part 2 Advertising and Tourist Promotion

5-9-203. Related county powers.

To carry out the purpose and intent of this part, the counties are authorized and empowered to:

- (1) Form contracts with agencies of any type or wherever situated that will tend to promote the objectives of advertising the advantages of the various counties of this state;
- (2) Gather and compile information from branches of the state government and other sources that will promote authentic information for advertising purposes;
- (3) Enter into cooperative agreements and contracts with such individuals, partnerships, corporations, public and private associations, societies, educational institutions, chambers of commerce, tourist bureaus, automobile associations or any other organized groups as may be deemed advantageous to carry out the intent and purposes of this part;
- (4) Accept unconditional gifts of money to be expended in furtherance of the purposes set out in § 5-9-201;
- (5) Within the limits of available funds, match the money advanced for the purposes of this part, by the federal government, or by any state, county, municipal corporation, association, society or individual; and
- (6) Donate, contribute or give all or any part of the funds so appropriated to such organized associations, societies, tourist bureaus or chambers of commerce, or corporations located within the territorial limits of such county, as may be deemed advantageous and proper to effectuate the purposes and intent of this part.

History

Acts 1941, ch. 21, § 4; C. Supp. 1950, § 10250.4 (Williams, § 844.4); T.C.A. (orig. ed.), § 5-908.

TENNESSEE CODE ANNOTATED
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End of Document

Exhibit 2

**Tennessee Opioid Abatement Council
Revised & Adopted September 30, 2022**

EXHIBIT E

**Tennessee's Opioid Abatement
& Remediation Uses**

**Schedule A
Core Strategies**

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE
OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT ("MAT"),
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMT's, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
- C. **PREGNANT & POSTPARTUM WOMEN**
1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
 2. Expand comprehensive evidence-based treatment and recovery services.

including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("NAS")

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guideline, and current evidence;
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH
ANALYZING THE EFFECTIVENESS OF THE ABATEMENT
STRATEGIES WITHIN THE STATE**

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUD/MH") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such

trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (*"DATA 2000"*) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD

and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new

Americans.

14. Create and or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have--or are at risk of developing-- OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("P.A.A.R.I.");
 2. Active outreach strategies such as the Drug Abuse Response Team ("D.A.R.T.")

model:

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed

behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE
APPROPRIATE PRESCRIBING AND DISPENSING OF
OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guideline, and current evidence.
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and

student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MII conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

II. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Tennessee Opioid Settlements Guide for Local Governments

New Settlements & Payments for Existing Settlements

March 2023

Exhibit 4

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I. INTRODUCTION

This document is intended to serve as a guide to opioid settlement matters for Tennessee counties and municipalities (generally referred to as “subdivisions”). The guide addresses the “second wave” of opioid settlements that have recently been submitted for subdivision joinder and the two existing settlement agreements for which settlement payments began last fall.¹ This document is not intended to serve as a comprehensive summary of the settlement agreements. Instead, the focus is on topics that directly concern subdivisions, such as the payments they receive and the request that they join the new settlements.

For both the existing and new settlements, there is a lot of available material providing information about the agreements, the joinder process, payment procedures, FAQs, etc. The key websites are:

- Tennessee Attorney General website. Copies of the settlement agreements and other materials can be found on the Attorney General’s Office’s website. Link: Opioid Settlements (tn.gov); (<https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html>). Any updates or amendments to this guide will be posted to this site.
- National Opioid Settlement website. National counsel for subdivisions maintain this website, which also has copies of the agreements, summaries, and additional information: National Opioids Settlement (nationalopioidsettlement.com).
- Tennessee Opioid Abatement Council website. The Council, which oversees disbursements from the Tennessee Opioid Abatement Fund, has information on the Council and its work: Opioid Abatement Council (tn.gov) (<https://www.tn.gov/oac>).

While this guide provides a high-level overview of certain provisions in the settlements, it is not in any way intended to be a comprehensive summary of the agreements. Many settlement provisions are not mentioned in this guide and even the matters directly discussed do not address all relevant provisions.

II. BACKGROUND ON BASIC STRUCTURE FOR ALL AGREEMENTS

While there are now seven separate settlement agreements addressing nine companies, the same basic structure and allocation of funds applies to all of them. In 2021, the State anticipated that the first set of settlements would be finalized with the three largest pharmaceutical distributors – AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (“Distributors”) – and manufacturer Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (collectively “J&J/Janssen”). That year, legislation was enacted creating a special trust fund – the Opioid Abatement Fund – and the Opioid Abatement Council, which would disburse the funds. The State also negotiated an agreement with the subdivisions, the Tennessee

¹ This document is subject to correction and being updated. The terms of the settlement agreements and the Tennessee State-Subdivision Opioid Abatement Agreement are controlling and are not amended or in any way affected by this document.

State-Subdivision Opioid Abatement Agreement, addressing some additional details related to the allocation of settlement funds. The settlement agreements, the statutes, and the State-Subdivision Agreement combine to establish the structure used for both the initial settlements and the new ones.

A. The “Three-Bucket” Structure

For both the existing and proposed agreements, settlement funds paid to Tennessee are initially divided into three sub-funds: 15% to the Subdivision Fund, 70% to the Opioid Abatement Fund, and 15% to the State Fund. Counties and qualifying municipalities receive payments from the Subdivision Fund. Counties also receive disbursements from the Opioid Abatement Fund.

1. Subdivision Fund

The Subdivision Fund is paid directly to the counties and qualifying municipalities that participate in the settlements. (Whether a municipality qualifies for direct payments is generally dependent on its size and litigating status. For example, all municipalities with populations of 30,000 or more are qualifying municipalities.) For each settlement, the list of subdivisions eligible for direct payments is set out in the agreement’s Exhibit G, which also states the allocable share percentage used to calculate each eligible subdivision’s direct payments. The payments are made directly to the subdivisions by the national settlement administrator, BrownGreer. As discussed below, the money is to be used for opioid remediation, as that term is defined in the settlement agreements. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

2. Opioid Abatement Fund

The settlement agreements all devote the largest share of money to a fund restricted to future abatement. In the initial agreements, it is called the Abatement Accounts Fund, though the name is slightly different in some of the new agreements.² In Tennessee, payments are placed in the Tennessee Opioid Abatement Fund. This is a trust fund, separate from the State’s General Fund, and money in the fund must be spent on future opioid abatement and remediation. By statute, funds from the initial settlements that are paid into the Opioid Abatement Fund are allocated as follows:

- 65% of these funds are allocated by the independent Opioid Abatement Council. The Council has announced that these funds will be distributed through a competitive grant application process to be established by the Council.
- 35% of the funds are allocated to counties. These funds are required to be spent on future Opioid Abatement Council-approved abatement programs, but each county will control its share of the funds.

² The use of “Abatement” in this fund’s name should not suggest that the other funds are not intended for opioid remediation, as that term is defined in the agreements (discussed below). However, there are more restrictions placed on money allocated from the Opioid Abatement Fund.

3. *State Fund*

The State Fund is paid to the State's General Fund and is allocated pursuant to the regular budgeting process. As with the Subdivision Fund payments, the money is to be used for opioid remediation, as that term is defined in the settlement agreements. It is anticipated that the money will be used to increase funding for future opioid abatement.

B. The Role of Opioid Settlement Statutes

In 2021, the General Assembly passed a package of legislation that put in place the structure for the allocation of settlement funds in Tennessee.³ The trust fund for abatement, the Tennessee Opioid Abatement Fund, was established along with the Opioid Abatement Council. The statutes require that money placed into the trust fund be spent on future opioid abatement and remediation and require that expenditures be reported. The statutes also require 35% of the amounts paid into the trust fund from certain settlements be directed to the counties.

In addition to addressing the allocation of settlement funds, the 2021 statutes also allow for a statutory release of all public entity opioid claims against the Distributors and J&J/Janssen. This statutory bar, which was implemented for these companies, resulted in the largest payment incentives being met and maximized payments to the State and its subdivisions for these settlements. For the J&J/Janssen agreement, this meant that payments for multiple years were accelerated and paid in 2022. For a statutory bar to become effective, a declaration of release must be issued by the Attorney General with the approval of the Governor and Comptroller.⁴

C. The role of the State-Subdivision Agreement

While the 2021 legislation set out much of the structure for the allocation of settlement funds in Tennessee, additional details were addressed in the **Tennessee State-Subdivision Opioid Abatement Agreement**. This agreement was negotiated by the State and representatives of Tennessee local governments. The agreement sets out the formula for allocating the counties' share of the Opioid Abatement Fund payments. It also applies the 35% county allocation to certain funds paid into the trust fund from companies that have filed for bankruptcy. The State-Subdivision Agreement was submitted to the subdivisions in 2021 and approved by all subdivisions participating in the distributor and J&J/Janssen settlement agreements. A copy of the State-Subdivision Agreement is posted to the Attorney General's website.

III. KEY ADMINISTRATIVE ENTITIES AND CONTACT INFORMATION

There are several entities involved in administering the existing settlements and rolling out the proposed new settlements. The main ones are:

³ 2021 Public Chapter 491, signed into law by Governor Bill Lee on May 24, 2021.

⁴ The Declaration of a Statewide Opioid Settlement Agreement Release for the Distributor and J&J/Janssen settlements is posted to the Attorney General's website.

- **Directing Administrator: BrownGreer** is the national settlement administrator for the Distributor and J&J/Janssen settlements. In communications with subdivisions, it refers to itself as the Directing Administrator. The companies deposit payments into a bank, **Wilmington Trust**, and BrownGreer calculates and directs payments to states and subdivisions – including direct payments to the subdivisions from the Subdivision Fund. BrownGreer is also in charge of collecting reports from the subdivisions regarding any non-opioid remediation uses of the direct payments. BrownGreer communicates with each subdivision by email regarding both the direct payments and reporting for these funds and has set up an online portal for each subdivision. (While BrownGreer may also be named the administrator for the new settlements, currently it is only communicating regarding the initial settlements.) BrownGreer's email address is: DirectingAdministrator@NationalOpioidOfficialSettlement.com.

- **Implementation Administrator:** For the five new national settlements, **Rubris** is serving as the **National Opioids Settlements Implementation Administrator** for the subdivision joinder process. (Rubris had the same role for the Distributor and J&J/Janssen settlements.) Rubris has sent out emails with the "Participation Package" for the five new settlements. Rubris uses an electronic DocuSign process and has assigned each subdivision a unique Reference Number. Rubris' email address is: opioidsparticipation@rubris.com.

- **Opioid Abatement Council:** The independent council established by statute in 2021 to oversee the State's Opioid Abatement Fund. The Council determines the list of appropriate abatement expenditures for the counties' share of Abatement Funds and allocates the remaining money placed in the trust fund. The chair of the 15-member Council is Dr. Stephen Loyd. The director is Mary Shelton. (While it is an independent entity, for administrative purposes the Council is associated with the Tennessee Department of Mental Health and Substance Abuse Services.) The Council's website is here: [Opioid Abatement Council \(tn.gov\)](https://www.tn.gov/oac) (<https://www.tn.gov/oac>). Emails may be sent to: Opioid.Abatement@tn.gov.

- **Tennessee Attorney General's Office:** While the Office does not administer settlement funds, it is a resource for information about the new settlements, the joinder process, and certain state-specific matters, such as the State-Subdivision Agreement. Its website is here: [Opioid Settlements \(tn.gov\)](https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html) (<https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html>). Emails may be sent to Daimon.Duggar@ag.tn.gov.

IV. THE INITIAL SETTLEMENTS

The settlements with the Distributors and J&J/Janssen were finalized last year and initial payments have been made. The national administrator has made direct payments to the counties and eligible municipalities from the Subdivision Fund. The counties are now receiving their allocation from the Opioid Abatement Fund, disbursed by the Opioid Abatement Council. There are different rules for the direct payments from the Subdivision Fund and the payments disbursed from the Opioid Abatement Fund, so the two sources of funds are addressed separately below.

Should the new settlements become effective, the flow of settlement funds from those agreements will work very much like those from the initial agreements.

A. Subdivision Fund Payments

Under the two settlement agreements, 15% of the funds for remediation are directed to the Subdivision Fund. For the Distributor settlement, the maximum amount to be paid into the Subdivision Fund is \$74.8 million over 18 years. For the J&J/Janssen settlement, the maximum amount paid into the Subdivision Fund is \$17.1 million over 10 years. As stated above, all counties are eligible to receive these direct payments, as are many municipalities. Whether a municipality qualifies to receive money from the Subdivision Fund is generally dependent on the size of its population and whether the municipality sued a Distributor prior to the settlement.

To receive its Subdivision Fund payment, a subdivision must join the settlement and complete a participation form. Litigating subdivisions must also dismiss their lawsuits. All eligible subdivisions joined both settlements and it is understood that all dismissal orders have now been entered.

1. Allocation Among Subdivisions

Subdivision Fund allocation percentages are set out for counties and municipalities in Exhibit G of each settlement agreement. The allocation percentages were developed by the Plaintiff's Executive Committee ("PEC") in the federal multi-district litigation for opioid cases. The PEC is made up of counsel for subdivisions and the states did not participate in determining the formula used for the subdivision allocation percentages. Generally, they reflect metrics measuring the impact of the opioid crisis on a particular community and the level of health-related expenditures by subdivisions.

The allocations for municipalities do not change the share of funds going into particular communities; they just change who controls a portion of the funds. Where a municipality qualifies to receive a direct payment, the municipal allocations are carved out of the share of the county (or counties) where the city or town is located.

A copy of Exhibit G for the Distributor agreement is in Attachment A. A copy of Exhibit G for the J&J/Janssen settlement is in Attachment B. There are more municipalities listed in the Distributor agreement exhibit because more small cities and towns filed suit against the Distributors prior to the settlement. Thus, the allocation percentages for the counties where these municipalities are located are larger in the J&J/Janssen Exhibit G than in the Distributor Exhibit G.

2. Initial Payments

Initial payments for both settlements were made last fall. BrownGreer has disbursed almost all the Subdivision Fund payments made last year to the counties and municipalities. For a small set of subdivisions that were plaintiffs in one case, there was a delay arising out of difficulties in getting a dismissal order entered because of a change in judges. This has been resolved and those payments either have been made or will be made shortly. Otherwise, all initial payments should have been issued to subdivisions that submitted appropriate payment instructions to BrownGreer.

BrownGreer set up a portal for subdivisions to provide payment instructions. Any questions regarding the payment process should be directed to BrownGreer.

Distributor Payment: Last year was unusual in that two Distributor payments were made in the same calendar year. (Going forward, there is only one scheduled Distributor payment per calendar year.) The Tennessee Subdivision Fund share of the payments in 2022 totaled \$6,554,820.52:

Distributor 2022 Subdivision Fund Payments		
Payment Number	Payment Year	TN Subdivision Fund Payment Amount
1	2022	\$3,195,990.41
2	2022	\$3,358,830.11
Total		\$6,554,820.52

J&J/Janssen Payment: The initial J&J/Janssen payment was also made in 2022. The settlement with J&J allowed for the acceleration of multiple payments if a statutory bar of public entity claims was in place. As Tennessee had such a bar, it received not only its scheduled payment for 2022, but also its payments for 2023-2025. Because payments are frontloaded in this settlement, most of the J&J/Janssen settlement funds have already been paid.

J&J/Janssen 2022 Subdivision Fund Payment		
Payment Numbers	Payment Year	TN Subdivision Fund Payment Amount
1-5	2022-2025	\$12,794,968.73
Total		\$12,794,968.73

3. *Future Payments*

The following information regarding future payments consists of figures showing maximum possible scheduled payments from the settlements. Actual payments could vary for multiple reasons. A company could prepay future scheduled payments, or not make payments as scheduled due to financial distress. Additionally, a small portion of the funds may be needed to pay for administrative expenses. Thus, the maximum payment figures below will almost certainly exceed what is actually disbursed.

Distributor Payments: With two payments having been made, there are scheduled Distributor payments for the next 16 years:

Distributor 2023-2038 Maximum Subdivision Fund Payments

Payment Number	Payment Year	TN Subdivision Fund Payment Amount
3	2023	\$3,358,830.11
4	2024	\$4,204,051.68
5	2025	\$4,204,051.68
6	2026	\$4,204,051.68
7	2027	\$4,204,051.68
8	2028	\$4,944,471.29
9	2029	\$4,944,471.29
10	2030	\$4,944,471.29
11	2031	\$4,156,327.12
12	2032	\$4,156,327.12
13	2033	\$4,156,327.12
14	2034	\$4,156,327.12
15	2035	\$4,156,327.12
16	2036	\$4,156,327.12
17	2037	\$4,156,327.12
18	2038	\$4,156,327.12
Total		\$68,259,067.66

A subdivision can determine its future maximum distributor payment by taking the relevant dollar amount from the third column and multiplying it by the subdivision's allocation percentage from Distributor settlement Exhibit G in Attachment A. For example, Anderson County's allocation percentage is 1.2063249026%, so its maximum distributor payment in 2023 would be 1.2063249026% of \$3,358,830.11, which is \$40,518.40.

J&J/Janssen Payments: The J&J/Janssen settlement has fewer payment years and, as mentioned, its payments are frontloaded so that almost three-fourths of the payments were made in 2022. There will not be another J&J/Janssen payment until 2026.

J&J/Janssen 2023-2031 Maximum Subdivision Fund Payments

Payment Number	Payment Year	TN Subdivision Fund Payment Amount
3	2023	Paid in 2022
4	2024	Paid in 2022
5	2025	Paid in 2022
6	2026	\$645,338.82
7	2027	\$645,338.82
8	2028	\$645,338.81
9	2029	\$821,629.19
10	2030	\$821,629.20
11	2031	\$821,629.20
Total		\$4,400,904.03

A subdivision can determine its future maximum J&J/Janssen payment by taking the relevant dollar amount from the third column and multiplying it by the subdivision's allocation percentage from J&J/Janssen settlement Exhibit G in Attachment B. (Remember, the allocation percentages for some subdivisions will be different for the two agreements.⁵)

4. Use of Direct Payments from Subdivision Fund

The rules concerning how settlement funds may be used are different for the direct payments from the Subdivision Fund and the county disbursements through the Opioid Abatement Council from the Opioid Abatement Fund. The restrictions on the direct payments from the Subdivision Fund are set out in the settlement agreements. (For the disbursements flowing through the Opioid Abatement Fund, state statutes and other restrictions apply.)

Both the Distributor and J&J/Janssen settlement agreements state that the parties to the agreement intend for "Settlement Fund" payments to be used for "Opioid Remediation" and there are a number of provisions in the agreements related to the use of funds. (The term "Settlement Fund" in the agreements includes the Subdivision Fund, which is the source of the direct payments to municipalities and counties.) Though there is other relevant language in the agreements, the central language regarding the use of funds can be found in Section V.B of the Distributor agreement and Section VI.B of the J&J/Janssen agreement.

The definition of "Opioid Remediation" is substantially the same in both agreements. "Opioid Remediation" means care, treatment and other programs and expenditures (including reimbursement for past such programs) designed to: (1) address the misuse and abuse of opioid products; (2) treat or mitigate opioid use or related disorders; or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E (which is the same in both settlement agreements) provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.⁶ Qualifying expenditures may include reasonable related administrative expenditures.

The allowance for Subdivision Fund payments to be used as "reimbursement" for past remediation expenditures potentially provides flexibility in the use of those funds for subdivisions that have had such past expenditures. As discussed in the next section, it may also limit what needs to be reported regarding the use of payments from the Subdivision Fund.

It should be noted that the flagging of this language regarding the use of settlement funds, should not be viewed as encouraging the use of settlement payments for non-opioid abatement purposes. Given the resources needed to address the opioid crisis in the state, the Attorney General's Office encourages subdivisions to use all funds to expand and add to remediation and abatement efforts.

⁵ For example, Bedford County has a lower allocation percentage in the Distributor Exhibit G than in the J&J/Janssen exhibit because Shelbyville and Wartrace have allocations for the Distributor settlement but not for J&J/Janssen.

⁶ As discussed below, the Opioid Abatement Council largely adopted the list of remediation expenditures used in Exhibit E of the settlement agreements as approved expenditures for Abatement Fund disbursements to counties. (There are a few tweaks.) The Council's list is attached as Attachment C.

Under the settlement agreements, it is also possible to pay attorneys' fees and litigation expenses from the Subdivision Fund payments, though the settlements include separate fee and costs funds so this should not be necessary. (See the section on "Attorneys' Fees and Cost Funds" below.)

5. *Reporting Requirements for Direct Subdivision Fund Payments*

There is a limited reporting requirement for Subdivision Fund payments, which is being administered by the national Directing Administrator, BrownGreer. Reporting is set up to occur every six months, but for these direct payments subdivisions only have to submit a report when there has been an expenditure that does not qualify as opioid remediation. Consequently, reporting is only required if there has been a use of the funds for something that is neither opioid remediation nor qualifying reimbursement for a prior remediation expenditure. There is no need for a subdivision to file a "zero report." If there is not a non-qualifying expenditure to report, no report should be filed.

What clearly must be reported is any expenditure for attorneys' fees or litigation costs paid for out of the Subdivision Fund payments. (There is no need to report anything if attorneys and costs are paid out of the separate cost and fee funds.)

BrownGreer sent out an email in mid-February concerning the first Subdivision Fund report, which is to be made through a subdivision's portal account. **This first report -- if one needs to be filed -- is due by March 31, 2023.**

It should be noted that there is a lot of interest in how money from the opioid settlements is spent. While the reporting requirement for Subdivision Fund payments is limited, there may be inquiries from members of the media, public interest groups, and others concerning the use of these funds.

B. Opioid Abatement Fund Payments

Under both settlement agreements, 70% of the remediation funds paid to Tennessee are paid into the State's Opioid Abatement Fund. By statute, 35% of these funds are directed to the counties, to be used future opioid abatement and remediation expenditures approved by the Opioid Abatement Council. As set out below, there are more rules related to the use of funds and more stringent reporting requirements for the Abatement Fund money sent to counties than for the Subdivision Fund payments.

Because the county allocations from the Opioid Abatement Fund flow through the State's trust fund and are then directed to the counties by the Council, the payments to the counties will occur on a different schedule and in a different manner than the direct Subdivision Fund payments. Additionally, the Council will likely combine these payments when transferring the funds to the counties.

1. Allocation Among Counties

The 35% share of the funds directed to the counties is allocated among those counties based on a Tennessee-specific formula set out in Exhibit A of the State-Subdivision Agreement. (Thus, the percentages for each county are different than those used for the Subdivision Fund payments, which are based on a national formula and have shares for certain municipalities.) The Opioid Abatement Fund formula uses county-level data for fatal and non-fatal overdoses, the volume of opioid sales, and population. The formula will be updated every four years, so **a county's allocation percentage will change over time**. The current county allocation percentages are in Attachment D.⁷

2. Initial Payment

The Opioid Abatement Council is in the process of releasing the initial county shares of settlement payments to the Opioid Abatement Fund. These disbursements include the Distributor and J&J/Janssen 2022 payments, adjusted for administrative costs and earned interest. The total amount being directed to the counties is \$31,425,152.80. Each county's share is shown in Attachment E.

The Council has reached out to each county regarding these disbursements and the need to enter into a Letter of Agreement regarding the funds. The letter provides some background information regarding the Opioid Abatement Fund and sets out requirements for the receipt and use of the funds. The letter is from Dr. Stephen Loyd, the Council Chair, and Mary Shelton, the Executive Director. Questions concerning the Letter of Agreement may be directed to Ms. Shelton at: Mary.Shelton@tn.gov.

As with the Subdivision Fund, the initial disbursements from the Opioid Abatement Fund are unusually high because they include multiple payments and due to the front-loading of the J&J/Janssen payments. Disbursements from these settlements will be substantially lower in future years.

3. Future Payments

The following information regarding future payments includes figures showing maximum possible scheduled payments from the Distributor and J&J/Janssen settlements. Actual disbursement amounts will be different. At the national level, a company could prepay future scheduled payments, or not make payments as scheduled due to financial distress. Additionally, a small portion of the funds may be needed to pay for the expenses of the national administrator. At the state level, the statutes governing the trust fund allow for payment of the costs of administering the fund and the expenses of the Opioid Abatement Council. Thus, **the actual amounts disbursed to the counties from these settlements will be lower than the maximum payment figures shown below**.

⁷ Exhibit A to the State-Subdivision Agreement describes a process for initially holding back 2% of the county funds to make sure there is no dispute over the data. As no county disputed the calculation of the initial county share calculations, the initial allocation percentages have been finalized and full amount of the county shares will be released.

Because the Distributor and J&J/Janssen payments will likely be combined when disbursed by the Council, they are both addressed in the following table rather than set out separately.

Maximum Distributor and J&J/Janssen Abatement Fund Payments 2023-2031

Payment Number	Payment Year	Distributor Maximum TN Abatement Fund Payment	J&J/Janssen Maximum TN Abatement Fund Payment	Total Maximum Abatement Fund Payment	County 35% Share of Maximum Payment
3	2023	\$15,674,540.51	---	\$15,674,540.51	\$5,486,089.18
4	2024	\$19,618,907.85	---	\$19,618,907.85	\$6,866,617.74
5	2025	\$19,618,907.85	---	\$19,618,907.85	\$6,866,617.74
6	2026	\$19,618,907.85	\$3,011,581.17	\$22,630,489.02	\$7,920,671.16
7	2027	\$19,618,907.85	\$3,011,581.14	\$22,630,488.99	\$7,920,671.15
8	2028	\$23,074,199.35	\$3,011,581.11	\$26,085,780.46	\$9,130,023.16
9	2029	\$23,074,199.35	\$3,834,269.58	\$26,908,468.93	\$9,417,964.13
10	2030	\$23,074,199.35	\$3,834,269.59	\$26,908,468.94	\$9,417,964.13
11	2031	\$19,396,193.24	\$3,834,269.58	\$23,230,462.82	\$8,130,661.99
12	2032	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
13	2033	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
14	2034	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
15	2035	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
16	2036	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
17	2037	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
18	2038	\$19,396,193.24	---	\$19,396,193.24	\$6,788,667.63
Total		\$318,542,315.88	\$20,537,552.17	\$339,079,868.05	\$118,677,953.81

Because the county allocation percentages will be updated every four years, calculations of future maximum payments are just estimates. A county can determine its estimated future maximum Abatement Fund payments from the Distributor and J&J/Janssen settlements by taking the relevant dollar amount from the last column and multiplying it by the county's allocation percentage from Attachment D. For example, Anderson County's allocation percentage is 1.3529267%, so its estimated maximum Opioid Abatement Fund payment in 2023 from the initial settlements would be 1.3529267% of \$5,486,089.18, which is \$74,222.76.

4. Use of Payments from Opioid Abatement Fund

The Opioid Abatement Fund payments to the counties have more restrictions on them than the direct payments from the Subdivision Fund. The restrictions on these funds come from not only the settlement agreements, but also from state statutes. By statute, Opioid Abatement Fund payments must be spent on **future** remediation and only on expenditures that have been approved by the Opioid Abatement Council. The Council has adopted a broad list of approved expenditures, which can be found on their website: <https://www.tn.gov/oac/our-work.html>. Attachment C is a copy of the current list but the website should be checked for updates.

The Council's Letter of Agreement with each county addresses the use of disbursements from the Opioid Abatement Fund.

5. *Reporting for Payments from the Opioid Abatement Fund*

By statute, counties must report on the use of funds received through disbursements from the Opioid Abatement Trust Fund. (The Opioid Abatement Council must regularly report on how all funds are spent, not just those paid to counties.) The Council has set out the high-level requirements for the semi-annual reports in the Letters of Agreement with each county, which include identifying the types of abatement and remediation strategies funded and number of people served.

C. **Attorneys' Fees and Cost Funds**

The Distributor and J&J/Janssen settlement agreements have substantial separate funds for attorneys' fees and expenses available for those who represented local governments in litigating against these companies. Those funds were negotiated so that outside counsel for subdivisions could be paid and reimbursed for costs without having to enforce their contingency fee contracts. Combined, the two agreements set aside \$1.6 billion for subdivision's outside attorneys' fees and costs. Details regarding the subdivision counsel fee and cost funds can be found in Exhibit R for both the Distributor and J&J/Janssen agreements.

As set out in Exhibit R, outside counsel for subdivisions are strongly encouraged and incentivized to seek compensation through the dedicated funds. For example, outside counsel for a subdivision seeking compensation from the fund cannot also enforce its contingency fee contracts. However, while a vast majority of subdivision outside counsel are seeking compensation from the dedicated funds, it is possible that some may choose not to apply to those funds and to enforce their contingency fee contracts instead.

V. **ABATEMENT FUNDS FROM COMPANIES IN BANKRUPTCY**

Multiple opioid manufacturers have filed for bankruptcy and face claims from state and local governments. The largest of these cases are for Purdue Pharma L.P., Mallinckrodt PLC, and Endo International, plc. The bankruptcy cases are in different stages, but in all three the public entity opioid-related claims are being addressed by directing funds to each state for future opioid abatement and remediation. (There is not a three-bucket structure for bankruptcy funds.) Under the Tennessee State-Subdivision Agreement, funds from such bankruptcies generally are paid into the Opioid Abatement Fund, with 35% of the funds being disbursed to the counties under the same conditions as with other settlement funds paid into the trust. (The current State-Subdivision Agreement does not apply to Endo bankruptcy funds, but the proposed amendments to the Agreement would have it apply to Endo funds.)

Mallinckrodt is the only company that has emerged from bankruptcy and begun making payments. It made its initial payment of \$4.1 million to the Opioid Abatement Fund earlier this year. It is anticipated that the counties' share will be included in the next disbursement by the Council.

VI. NEW “SECOND WAVE” SETTLEMENTS

Tennessee has joined a broad coalition of states and local political subdivisions in reaching nationwide settlements with two additional manufacturers and three national pharmacy chains. The two manufacturers are Allergan and Teva; the three pharmacy chains are CVS, Walgreens, and Walmart. If all five of the “second wave” settlements are fully adopted nationally, the maximum payments to Tennessee and its qualifying local governments would be more than \$490 million. Most states have joined the settlements, but for the agreements to become effective, **a critical mass of subdivisions must sign onto the settlements by April 18, 2023**. A subdivision must submit a participation form for each settlement in order to receive payments from that settlement.

The settlements have the same basic structure as the Distributor and J&J/Janssen settlements that is described in Section II, above. As with the initial settlements, the “second wave” settlements feature three buckets of funds for abatement, separate attorneys’ fees and cost funds, and several payment incentives that can be maximized with a statutory bar of public entity claims. With amendments to the opioid settlement statutes to extend the statutes to the new agreements, the allocation of funds for these national agreements will be the same as with the initial settlements.

For the “second wave” settlements, there is a separate agreement for each company. The agreements and additional information can be found on the Attorney General website: <https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html>. Information on the joinder process and additional materials about the settlements can be found on the national settlement website: <https://nationalopioidsettlement.com>.

Basic high-level information regarding each “second wave” settlement is set out below. The dollar figures assume all maximum payments are made as currently scheduled and are not adjusted for administrative costs or other factors that might reduce the actual amount paid. Should the settlements become effective, more detailed figures, including anticipated annual payments, will be provided. The figures are for **total** payments for all years. They are not figures for each annual payment.

A. Settlement Basics for Each Company

1. *Allergan*

Formal Name: Allergan Finance, LLC
Total TN Maximum Payment: \$57 million over 7 years
Subdivision Fund Max Payment: \$8,600,942.40
County Share of Abatement Fund Max Payment: \$14,048,205.91

2. *Teva*

Formal Name: Teva Pharmaceutical Industries, Ltd.
Total TN Maximum Payment: \$96 million over 13 years

Subdivision Fund Max Payment: \$14,437,109.10
County Share of Abatement Fund Max Payment: \$23,580,611.53

The settlements with Allergan and Teva are interrelated because of transactions between the companies involving subsidiaries and the ownership of certain products. Therefore, subdivisions must either join the settlements with both companies or not join either settlement.

3. *CVS*

Formal Name: CVS Health Corporation
Total TN Maximum Payment: \$127 million over 10 years
Subdivision Fund Max Payment: \$19,096,955.65
County Share of Abatement Fund Max Payment: \$31,191,694.23

4. *Walgreens*

Formal Name: Walgreen Co.
Total TN Maximum Payment: \$138 million over 15 years
Subdivision Fund Max Payment: \$20,765,939.41
County Share of Abatement Fund Max Payment: \$33,917,701.04

5. *Walmart*

Formal Name: Walmart, Inc.
Total TN Maximum Payment: \$72 million, likely in one payment
Subdivision Fund Max Payment: \$10,814,310.26
County Share of Abatement Fund Max Payment: \$17,663,373.42

It is anticipated that Tennessee will qualify for incentives that would allow for the Walmart payment to be made in one year. If that does not occur, payments would be made within six years.

The **aggregate maximum total amount from all five settlements**, including all payments:

Total TN Maximum Aggregate Payment: \$491,435,045.43
Subdivision Fund Max Aggregate Payment: \$73,715,256.82
County Share of Abatement Fund Max Aggregate Payment: \$120,401,586.13

As with the initial settlements, each agreement has **separate funds for attorneys' fees and costs** for subdivisions that hired outside counsel and litigated. Outside counsel for subdivisions are strongly encouraged to seek payment and cost reimbursement from those funds and to not enforce contingency fee contracts.

B. Calculating a Subdivision's Potential Maximum Payments

As with the initial settlements, subdivisions will receive funds from two sources under the new settlements. There will be direct payments from each settlement's Subdivision Fund to the

counties and qualifying municipalities that participate in the settlement. Additionally, participating counties will receive their allocation of the 35% county share of the Opioid Abatement Fund payments.

- **Maximum Subdivision Fund Payment Calculation:** A subdivision's allocation percentage is set out in Exhibit G of each agreement. For the new settlements, the Exhibit G list and percentages are the same as in the J&J/Janssen Exhibit G. The Tennessee allocation percentages are copied in Attachment B.⁸ To determine the estimated total maximum payment to a subdivision from the Subdivision Fund of each agreement, take the "Subdivision Fund Max Payment" figure listed for each agreement above and multiply it by the allocable share percentage in Exhibit G. This provides the total maximum Subdivision Fund payment to be made from that agreement. For example, the estimated total maximum Subdivision Fund payment for Anderson County from the Allergan settlement is \$103,755.31 (\$8,600,942.40 multiplied by 1.2063249026%).

- **Maximum Abatement Fund Distribution Calculation:** In addition to the Subdivision Fund direct payment, counties will also receive a share of the Abatement Fund payments. (This assumes the statutes have been amended to extend to the additional settlements.) The companies' Abatement Fund payments will go through the Opioid Abatement Fund, 35% of which will be disbursed to the counties. A county's Abatement Fund allocation percentage for the new agreements is the same as for the existing agreements, which are listed in Attachment D. To determine the estimated total maximum disbursement from the Abatement Fund payments for each agreement, take the "County Share of Abatement Fund Max Payment" figure listed for each agreement above and multiply it by the allocable share percentage in Attachment D. This provides the county's total maximum Abatement Fund distribution to be made from that agreement's payments. For example, the estimated maximum Abatement Fund disbursement for Anderson County from the Allergan settlement is \$190,061.93 (\$14,048,205.91 multiplied by 1.3529267%).

C. Amending State-Subdivision Agreement and Statutes to Address New Settlements

The Tennessee State-Subdivision Opioid Abatement Agreement and two statutes related to opioid settlements are being amended to extend the structure of the initial settlement agreements with the Distributors and J&J/Janssen to the new settlements.

The new settlement participation packets sent to subdivisions include a request to approve three amendments to the State-Subdivision Agreement. The first amendment extends the agreement to cover the five new national settlements. The second amendment addresses an accounting issue for certain counties and streamlines the process. The third amendment extends the agreement to funds from the Endo International plc bankruptcy. A summary of the amendments and the amendment language can be found in Attachment F.

Legislation has been introduced that would treat the new settlements in the same manner as the Distributor and J&J/Janssen settlements. As with the earlier settlements, maximum

⁸ As stated in the introductory language of Exhibit G in each of the new settlement agreements, the exhibits are not locked down until the end of the initial joinder period and are also subject to amendment. However, it is not anticipated that there will be any significant change to the Tennessee subdivision section of the exhibits.

payments are dependent on all settlement incentives being reached. The legislation allows for the release of all State and subdivision claims against these companies if the settlements become effective and this process should ensure maximum payments are earned. Additionally, the legislation would direct 35% of the Opioid Abatement Funds from these agreements to the counties.

D. Joinder Process

The joinder process for the five new national settlements will be very much as it was for the Distributor and J&J/Janssen settlements. Subdivision sign-on is being coordinated by Rubris, which communicates with subdivisions via email as the "National Opioid Settlements Implementation Administrator." Rubis has sent out an email packet with a process to complete participation forms to join the five settlements and to approve the amendments to the State-Subdivision Agreement. It is important that all fields be filled out for each participation form. The email sets out different means of submitting the participation forms, but using the electronic signature through the DocuSign portal is strongly encouraged as it allows for the most efficient tracking of the forms from across the country.

If needed, a model resolution for joining the new settlements and approving the amendments to the State-Subdivision Agreement can be found in Attachment G. A Word version is on the Attorney General website. While the model resolution is drafted for a county commission, it can be amended for municipalities.

While the deadline for subdivision joinder is not until April 18, subdivisions are encouraged to join as soon as possible. The national settlements will not become effective if a critical mass of participating subdivisions is not reached. Early momentum in the sign-on process will assist in reaching the goal of having five new national agreements.

Attachment A

Distributor Settlement Agreement

Exhibit G

Pages with Tennessee Subdivision Allocations

Allocation percentages to be used in calculating Distributor settlement payments.

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Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

State ID	Qualifying Subdivision	Consolidated State Allocation
TN1	Alexandria Town, Tennessee	0.0027913085%
TN2	Algood City, Tennessee	0.0032741136%
TN3	Anderson County, Tennessee	1.2063249026%
TN5	Arlington Town, Tennessee	0.0036566309%
TN8	Bartlett City, Tennessee	0.0730561566%
TN9	Baxter Town, Tennessee	0.0004972097%
TN10	Bedford County, Tennessee	0.5276238893%
TN12	Benton County, Tennessee	0.5216608068%
TN13	Bledsoe County, Tennessee	0.1398580820%
TN14	Blount County, Tennessee	1.9196465581%
TN15	Bradley County, Tennessee	1.0430217552%
TN16	Brentwood City, Tennessee	0.0478208600%
TN17	Bristol City, Tennessee	0.5426871150%
TN19	Campbell County, Tennessee	1.5974370559%
TN20	Cannon County, Tennessee	0.3205453950%
TN21	Carroll County, Tennessee	0.4438060785%
TN22	Carter County, Tennessee	0.8435596891%
TN23	Celina City, Tennessee	0.0277813920%
TN24	Centertown, Tennessee	0.0001321538%
TN26	Chapel Hill Town, Tennessee	0.0043601529%
TN27	Chattanooga City, Tennessee	0.4981237028%
TN28	Cheatham County, Tennessee	0.8209998781%
TN29	Chester County, Tennessee	0.1751399118%
TN30	Claiborne County, Tennessee	1.1929412357%
TN31	Clarksville City, Tennessee	0.2296815192%
TN32	Clay County, Tennessee	0.2983695250%
TN33	Cleveland City, Tennessee	0.5531282252%
TN34	Clifton City, Tennessee	0.0022427615%
TN36	Cocke County, Tennessee	0.8746257470%
TN37	Coffee County, Tennessee	0.8953551698%
TN39	Collierville Town, Tennessee	0.0617375387%
TN41	Columbia City, Tennessee	0.0390894158%
TN42	Cookeville City, Tennessee	0.8404101920%
TN43	Comersville Town, Tennessee	0.0025527953%
TN45	Crockett County, Tennessee	0.1232062476%
TN46	Crossville City, Tennessee	0.0619543195%
TN47	Cumberland County, Tennessee	0.8165125963%
TN48	Dandridge Town, Tennessee	0.0109089663%
TN49	De Kalb County, Tennessee	0.4253694564%
TN50	Decatur County, Tennessee	0.3607195939%
TN51	Decatur Town, Tennessee	0.0050599481%
TN53	Dickson County, Tennessee	0.8341347308%

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Exhibit 4

FINAL AGREEMENT
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EXHIBITS C AND G
AS OF 4.29.22

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

State ID	Qualifying Subdivision	Consolidated State Allocation
TN56	Dyer County, Tennessee	0.4019088559%
TN58	Eagleview City, Tennessee	0.0010231029%
TN64	Fayette County, Tennessee	0.3157083831%
TN65	Fayetteville City, Tennessee	0.0647238955%
TN66	Fentress County, Tennessee	0.5526714656%
TN67	Franklin City, Tennessee	0.1089989646%
TN68	Franklin County, Tennessee	0.6323371108%
TN69	Gallatin City, Tennessee	0.0760079674%
TN70	Gatlinburg City, Tennessee	0.0507819668%
TN71	Germantown City, Tennessee	0.0687501047%
TN72	Gibson County, Tennessee	0.4940695219%
TN73	Giles County, Tennessee	0.4604367667%
TN75	Grainger County, Tennessee	0.4671260668%
TN76	Greene County, Tennessee	1.2127967101%
TN78	Grundy County, Tennessee	0.3896858892%
TN79	Hamblen County, Tennessee	2.2614488604%
TN80	Hamilton County, Tennessee	4.2055530346%
TN81	Hancock County, Tennessee	0.2089065376%
TN82	Hardeman County, Tennessee	0.2150658408%
TN83	Hardin County, Tennessee	0.5683946644%
TN84	Hartsville/Trousdale County, Tennessee	0.1139641522%
TN85	Hawkins County, Tennessee	1.0968095083%
TN86	Haywood County, Tennessee	0.1104263592%
TN87	Henderson County, Tennessee	0.2498867656%
TN88	Hendersonville City, Tennessee	0.1137407554%
TN89	Henry County, Tennessee	0.6661685991%
TN90	Hickman County, Tennessee	0.2804089244%
TN91	Houston County, Tennessee	0.1198735525%
TN92	Humphreys County, Tennessee	0.2441608982%
TN93	Jackson City, Tennessee	0.0431370644%
TN94	Jackson County, Tennessee	0.2780985367%
TN95	Jefferson County, Tennessee	0.8912247367%
TN96	Johnson City, Tennessee	1.0682855260%
TN97	Johnson County, Tennessee	0.2282065978%
TN98	Kingsport City, Tennessee	0.9871149359%
TN99	Knox County, Tennessee	9.1809198144%
TN100	Knoxville City, Tennessee	1.5417816888%
TN101	La Vergne City, Tennessee	0.0518950147%
TN102	Lake County, Tennessee	0.0671464632%
TN104	Lauderdale County, Tennessee	0.2733775153%
TN105	Lawrence County, Tennessee	0.6479399224%
TN106	Lawrenceburg City, Tennessee	0.0465511203%

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Exhibit 4

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.
Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

FINAL AGREEMENT
3.25.22
EXHIBITS C AND G
AS OF 4.29.22

State ID	Qualifying Subdivision	Consolidated State Allocation
TN107	Lebanon City, Tennessee	0.1110258247%
TN108	Lewis County, Tennessee	0.1528225920%
TN109	Lewisburg City, Tennessee	0.0396496875%
TN110	Lexington City, Tennessee	0.0796867496%
TN112	Lincoln County, Tennessee	0.3413545456%
TN114	Loretto City, Tennessee	0.0047940075%
TN115	Loudon County, Tennessee	0.8992484296%
TN116	Lynchburg, Moore County	0.0579106070%
	Metropolitan Government, Tennessee	
TN118	Macon County, Tennessee	0.3091017000%
TN119	Madison County, Tennessee	0.8907256845%
TN121	Marion County, Tennessee	0.3637161259%
TN122	Marshall County, Tennessee	0.4956600988%
TN124	Maryville City, Tennessee	0.3223901040%
TN125	Maury County, Tennessee	1.0724162522%
TN126	McMinn County, Tennessee	0.9297273747%
TN128	McNairy County, Tennessee	0.4269884656%
TN129	Meigs County, Tennessee	0.2016450737%
TN130	Memphis City, Tennessee	4.9079216307%
TN131	Millington City, Tennessee	0.0212200583%
TN133	Monroe County, Tennessee	0.7506735593%
TN135	Montgomery County, Tennessee	1.6758545682%
TN136	Morgan County, Tennessee	0.5132562715%
TN138	Morristown City, Tennessee	0.3919462797%
TN139	Mount Juliet City, Tennessee	0.0577622481%
TN140	Mount Pleasant City, Tennessee	0.0048377656%
TN141	Murfreesboro City, Tennessee	0.7283549414%
TN142	Nashville-Davidson Metropolitan Government, Tennessee	8.9810236006%
	Oak Ridge City, Tennessee	
TN145	Obion County, Tennessee	0.9598050011%
TN146	Overton County, Tennessee	0.3198033491%
TN147	Perry County, Tennessee	0.5461670803%
TN149	Pickett County, Tennessee	0.0857864664%
TN151	Pigeon Forge City, Tennessee	0.1471132648%
TN152	Pleasant Hill Town, Tennessee	0.0877322588%
TN153	Polk County, Tennessee	0.0000178801%
TN154	Putnam County, Tennessee	0.3220131560%
TN157	Rhea County, Tennessee	0.3893182790%
TN159	Ripley City, Tennessee	0.5404420504%
TN160	Roane County, Tennessee	0.0190759934%
TN161	Robertson County, Tennessee	1.6361535854%
TN162		0.9333043197%

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Exhibit 4

FINAL AGREEMENT
3.25.22
EXHIBITS C AND G
AS OF 4.29.22

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

State ID	Qualifying Subdivision	Consolidated State Allocation
TN163	Rutherford County, Tennessee	2.5746747125%
TN164	Scott County, Tennessee	0.5189341096%
TN165	Sequatchie County, Tennessee	0.2433974548%
TN166	Sevier County, Tennessee	1.4412782095%
TN168	Shelby County, Tennessee	3.5255489082%
TN169	Shelbyville City, Tennessee	0.0482670674%
TN170	Smith County, Tennessee	0.5711842980%
TN171	Smithville City, Tennessee	0.0196818237%
TN172	Smyrna Town, Tennessee	0.1314691656%
TN174	Sparta City, Tennessee	0.0168519913%
TN175	Spencer Town, Tennessee	0.0007743306%
TN176	Spring Hill City, Tennessee	0.0244598773%
TN179	Stewart County, Tennessee	0.1459273147%
TN180	Sullivan County, Tennessee	1.4573397906%
TN181	Sumner County, Tennessee	1.7449087187%
TN182	Tipton County, Tennessee	0.6312749815%
TN184	Unicoi County, Tennessee	0.3464527663%
TN186	Union County, Tennessee	0.5606745148%
TN187	Van Buren County, Tennessee	0.0471429229%
TN189	Warren County, Tennessee	0.5717791156%
TN190	Wartrace Town, Tennessee	0.0003753988%
TN191	Washington County, Tennessee	1.1061046159%
TN192	Wayne County, Tennessee	0.2306289980%
TN194	Weakley County, Tennessee	0.3874777573%
TN195	White County, Tennessee	0.3993875079%
TN197	Williamson County, Tennessee	1.6843304984%
TN198	Wilson County, Tennessee	1.4019072760%

Attachment B

J&J/Janssen Settlement Agreement

Exhibit G

Pages with Tennessee Subdivision Allocations

Allocation percentages to be used in calculating J&J/Janssen settlement payments from the Subdivision Fund.

The J&J/Janssen allocations are also the current allocations for Exhibit G in the five new national settlement agreements and can be used to calculate settlement payments from the Subdivision Fund for those agreements as well.

State ID	Qualifying Subdivision	Consolidated State Allocation
TN3	Anderson County, Tennessee	1.2063249026%
TN5	Arlington Town, Tennessee	0.0036566309%
TN8	Bartlett City, Tennessee	0.0730561566%
TN10	Bedford County, Tennessee	0.5762663555%
TN12	Benton County, Tennessee	0.5216608068%
TN13	Bladsoe County, Tennessee	0.1398580820%
TN14	Blount County, Tennessee	1.9196465581%
TN15	Bradley County, Tennessee	1.0430217552%
TN16	Brentwood City, Tennessee	0.0478208600%
TN17	Bristol City, Tennessee	0.5426871150%
TN19	Campbell County, Tennessee	1.5974370559%
TN20	Cannon County, Tennessee	0.3205453949%
TN21	Carroll County, Tennessee	0.4438060785%
TN22	Carter County, Tennessee	0.8435596891%
TN27	Chattanooga City, Tennessee	0.4981237028%
TN28	Cheatham County, Tennessee	0.8209998781%
TN29	Chester County, Tennessee	0.1751399118%
TN30	Claiborne County, Tennessee	1.1929412357%
TN31	Clarksville City, Tennessee	0.2296815192%
TN32	Clay County, Tennessee	0.3261509170%
TN33	Cleveland City, Tennessee	0.5531282252%
TN36	Cocke County, Tennessee	0.8746257470%
TN37	Coffee County, Tennessee	0.8953551698%
TN39	Collierville Town, Tennessee	0.0617375387%
TN41	Columbia City, Tennessee	0.0390894158%
TN42	Cookeville City, Tennessee	0.8404101920%
TN45	Crockett County, Tennessee	0.1232062476%
TN47	Cumberland County, Tennessee	0.8784847959%
TN48	Dandridge Town, Tennessee	0.0109089663%
TN49	De Kalb County, Tennessee	0.4478425886%
TN50	Decatur County, Tennessee	0.3607195939%
TN51	Decatur Town, Tennessee	0.0050599481%
TN53	Dickson County, Tennessee	0.8341347308%
TN56	Dyer County, Tennessee	0.4019088559%
TN64	Fayette County, Tennessee	0.3157083831%
TN66	Fentress County, Tennessee	0.5526714656%
TN67	Franklin City, Tennessee	0.1089989646%
TN68	Franklin County, Tennessee	0.6323371108%
TN69	Gallatin City, Tennessee	0.0760079674%
TN70	Gatlinburg City, Tennessee	0.0507819668%
TN71	Germantown City, Tennessee	0.0687501047%
TN72	Gibson County, Tennessee	0.4940695219%
TN73	Giles County, Tennessee	0.4604367666%
TN75	Grainger County, Tennessee	0.4671260668%
TN76	Greene County, Tennessee	1.2127967101%
TN78	Grundy County, Tennessee	0.3896858892%
TN79	Hamblen County, Tennessee	2.2614488604%
TN80	Hamilton County, Tennessee	4.2055530346%
TN81	Hancock County, Tennessee	0.2089065376%

State ID	Qualifying Subdivision	Consolidated State Allocation
TN82	Hardeman County, Tennessee	0.2150658408%
TN83	Hardin County, Tennessee	0.5683946644%
TN84	Hartsville/Trousdale County, Tennessee	0.1139641522%
TN85	Hawkins County, Tennessee	1.0968095083%
TN86	Haywood County, Tennessee	0.1104263592%
TN87	Henderson County, Tennessee	0.2498867656%
TN88	Hendersonville City, Tennessee	0.1137407554%
TN89	Henry County, Tennessee	0.6661685991%
TN90	Hickman County, Tennessee	0.2804089244%
TN91	Houston County, Tennessee	0.1198735525%
TN92	Humphreys County, Tennessee	0.2441608982%
TN93	Jackson City, Tennessee	0.0431370644%
TN94	Jackson County, Tennessee	0.2780985367%
TN95	Jefferson County, Tennessee	0.8912247367%
TN96	Johnson City, Tennessee	1.0682855260%
TN97	Johnson County, Tennessee	0.2282065978%
TN98	Kingsport City, Tennessee	0.9871149359%
TN99	Knox County, Tennessee	9.1809198144%
TN100	Knoxville City, Tennessee	1.5417816888%
TN101	La Vergne City, Tennessee	0.0518950147%
TN102	Lake County, Tennessee	0.0671464632%
TN104	Lauderdale County, Tennessee	0.2733775153%
TN105	Lawrence County, Tennessee	0.6992850503%
TN107	Lebanon City, Tennessee	0.1110258247%
TN108	Lewis County, Tennessee	0.1528225920%
TN110	Lexington City, Tennessee	0.0796867496%
TN112	Lincoln County, Tennessee	0.4060784411%
TN115	Loudon County, Tennessee	0.8992484296%
TN116	Lynchburg, Moore County Metropolitan Government, Tennessee	0.0579106070%
TN118	Macon County, Tennessee	0.3091017000%
TN119	Madison County, Tennessee	0.8907256845%
TN121	Marion County, Tennessee	0.3637161259%
TN122	Marshall County, Tennessee	0.5422227344%
TN124	Maryville City, Tennessee	0.3223901040%
TN125	Maury County, Tennessee	1.0772540178%
TN126	McMinn County, Tennessee	0.9297273747%
TN128	McNairy County, Tennessee	0.4269884656%
TN129	Meigs County, Tennessee	0.2016450737%
TN130	Memphis City, Tennessee	4.9079216307%
TN131	Millington City, Tennessee	0.0212200583%
TN133	Monroe County, Tennessee	0.7506735593%
TN135	Montgomery County, Tennessee	1.6758545682%
TN136	Morgan County, Tennessee	0.5132562715%
TN138	Morristown City, Tennessee	0.3919462797%
TN139	Mount Juliet City, Tennessee	0.0577622481%
TN141	Murfreesboro City, Tennessee	0.7283549414%

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revised January 9, 2023

Exhibit A

State ID	Qualifying Subdivision	Consolidated State Allocation
TN142	Nashville-Davidson Metropolitan Government, Tennessee	8.9810236006%
TN145	Oak Ridge City, Tennessee	0.9598050011%
TN146	Obion County, Tennessee	0.3198033491%
TN147	Overton County, Tennessee	0.5461670803%
TN149	Perry County, Tennessee	0.0857864664%
TN151	Pickett County, Tennessee	0.1471132648%
TN152	Pigeon Forge City, Tennessee	0.0877322588%
TN154	Polk County, Tennessee	0.3220131560%
TN157	Putnam County, Tennessee	0.3930896023%
TN159	Rhea County, Tennessee	0.5404420504%
TN160	Ripley City, Tennessee	0.0190759934%
TN161	Roane County, Tennessee	1.6361535854%
TN162	Robertson County, Tennessee	0.9333043197%
TN163	Rutherford County, Tennessee	2.5756978154%
TN164	Scott County, Tennessee	0.5189341096%
TN165	Squatchie County, Tennessee	0.2433974548%
TN166	Sevier County, Tennessee	1.4412782095%
TN168	Shelby County, Tennessee	3.5255489082%
TN170	Smith County, Tennessee	0.5711842980%
TN172	Smyrna Town, Tennessee	0.1314691656%
TN176	Spring Hill City, Tennessee	0.0244598773%
TN179	Stewart County, Tennessee	0.1459273147%
TN180	Sullivan County, Tennessee	1.4573397906%
TN181	Sumner County, Tennessee	1.7449087187%
TN182	Tipton County, Tennessee	0.6312749815%
TN184	Unicoi County, Tennessee	0.3464527663%
TN186	Union County, Tennessee	0.5606745148%
TN187	Van Buren County, Tennessee	0.0479172535%
TN189	Warren County, Tennessee	0.5719112694%
TN191	Washington County, Tennessee	1.1061046159%
TN192	Wayne County, Tennessee	0.2328717594%
TN194	Weakley County, Tennessee	0.3874777573%
TN195	White County, Tennessee	0.4162394991%
TN197	Williamson County, Tennessee	1.6843304984%
TN198	Wilson County, Tennessee	1.4019072760%

ANDERSON COUNTY GOVERNMENT

Opioid Settlement Task Force

Anderson County Courthouse
100 N. Main Street, Room 118
Clinton, TN 37716
(865) 457-5400

Application for Community Partnership Funding

The purpose of this document is to aid the Opioid Settlement Task Force and the Board of Commissioners in evaluating applications, selection of programs and disbursement of grant funding.

1) Agency Making Request: _____

Address: _____

2) Contact Representative: _____

Phone Number: _____

Email Address: _____

3) Amount Requested per Fiscal Year : _____

Will these funds be used as Matching Funds in order to receive additional grant funding from a different entity or funding source? Circle one: YES NO

4) Please attach no more than a five (5) page overview of the proposed program, identifying targeted participants, methodology to be utilized, program goals, and proposed evidence-based performance measures to confirm desired results.

Internal Use Only

Received – Date and Time: _____

Forward to:

_____ Opioid Settlement Task Force

_____ Finance Department

Exhibit 5