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# Anderson County Board of Commissioners

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## **Regular Agenda** **Monday, August 18, 2025 @ 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 Report** – by vice-Chair Vandagriff
- 7. Courtesy Resolutions / Proclamations, Presentations**
  - Resolution Honoring Marlow Volunteer Fire Department
  - Proclamation Honoring the Women of Anderson County Government
- 8. Presentation of Reports:**
  - A. Elected Officials
    1. County Mayor – Terry Frank
      - Animal Shelter Statistics
  - B. Department Heads
    1. Director of Finance – Robby Holbrook
      - Purchasing and Budget Reports
    2. Director of Schools – Dr. Tim Parrott
      - No Report
    3. Law Director's Office Report
      - A. Contract Approvals
      - B. Zoning Violations
      - C. Bankruptcies
      - D. Other
        - Opioid Resolution (included with Operations Report)
        - Resolution Proposed by Dave Clark (included with Operations Report)
        - Memo on mandatory and non-mandatory Boards and Commissions
        - Corrected Opioid Provider Agreement
    - E. Litigation Updates
  - C. Committees/Boards Reports
    1. Operations Committee Report – by Chairman Isbel
      - Motion to approve Resolution No. 25-08-1224 Amending Opioid Abatement Agreement.
      - Motion to approve Resolution Proposed by Attorney General, Dave Clark
    2. Intergovernmental Committee Report – by Chairman Wandell
    3. Fire Commission Report – by Chairman Wandell
    4. Rules Committee Report – by Chairman Smallridge
      - Revised Rules of Procedure

**9. New Business**

**10. Announcements**

**11. Adjourn**

**Respectfully Submitted  
H. Tyler Mayes, Chairman**

**From:** [Leean Tupper](#)  
**To:** [Annette Prewitt](#); [Commissioner Tyler Mayes](#)  
**Cc:** [Terry Frank](#)  
**Subject:** Mayor's Report  
**Date:** Wednesday, August 13, 2025 8:36:14 AM  
**Attachments:** [image001.png](#)  
**Importance:** High

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Annette:

Mayor Frank will have two items in her report for County Commission this month.

They are:

1. Resolution Honoring Marlow Volunteer Fire Department. Please put this under Special Presentations at 6 p.m.
2. Animal Shelter statistics. We will send the stats when we receive them from Director McKenna.

Thank you,  
Leean



*Leean R. Tupper*

Assistant to the County Mayor  
Certified Public Administrator  
Anderson County Litter Grant Program & Adopt-A-Road Coordinator

**Anderson County Government**  
100 N. Main St., Suite 208  
Clinton, TN 37716-3617  
Tele: (865) 457-6200  
Fax: (865) 264-6270  
Email – [ltupper@andersoncountyttn.gov](mailto:ltupper@andersoncountyttn.gov)

On Aug 13, 2025, at 10:16 AM, acanimalshelter <acanimalshelter@andersoncountyttn.gov> wrote:

July 11<sup>th</sup>-July 31<sup>st</sup>

**Adoption:**

Dog: 6 / Cat: 28

*Total = 34*

**Reclaim:**

Dog: 4 / Cat: 0

*Total = 4*

**Rescue:**

Dog: 16 / Cat: 9

*Total = 25*

**Transfer**

Dog: 1 / Cat: 0

*Total = 1*

**DIC:**

Dog: 1

**Finalized Total:**

**Dog: 27 / Cat: 37 (64)**

In House Numbers:

**In Shelter**

Dogs: 9 / Cats: 34

Total = 43

**In Foster**

Dogs: 24 / Cats: 16

Total = 39

**PetSmart:**

Cats: 5



**Total = Dog: 33 / Cat: 55 (88)**

**Intake Number YTD: 518**

# ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

August 7, 2025

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
<b>Group 1 Financial Reports</b>			
		Cash & Fund Balance, Sales Tax, ARPA and Grant Reports	
<b>Group 3 Purchasing Contracts &amp; Surplus Vehicles - Legal Review - Commission Approval</b>			
1	3A	Knox County, Mayor, Contract #23-0010, Medical Examiner	
1	3B	Norvex, Detention Facility, Contract #26-0014, Janitorial Supplies	
1	3C	Ellison, Detention Facility, Contract #26-0015, Janitorial Supplies	
1	3D	Euna Solutions, Finance, Contract #26-0017, Grant Management	
2	3E	My Government Online Software, Mayor, Contract #26-0024, Permitting Software	
2	4F	UT Medical Center Home Care Services, EMS, Contract #26-0018, Transport	
2	4G	Mark Brown, EMS, Contract #26-0019, Tuition	
2	4H	Devin Burnett, EMS, Contract #26-0020, Tuition	
2	4I	Brian Rozmus, EMS, Contract #26-0021, Tuition	
2	4J	Scott Thomas, EMS, Contract #26-0022, Tuition	
2	4K	Scott Prosize, EMS, Contract #26-0023, Tuition	
3	6L	Studio 4 Contract, Mayor, #26-0028, Architectural Design of EOC	
3	5	Surplus Vehicles (5 Sheriff Vehicles)	
<b>Group 3 Consent Agenda - Transfers (No Commission Action Necessary)</b>			
<b>Group 4 - Appropriations - School (Commission Approval by Board Vote)</b>			
4	2	Fund 141 - Special Education	\$ 265,100.00
4	3	Fund 141 - Fiscal Services	\$ 1,245,163.20
5	4	Fund 141 - Federal Programs	\$ 325,000.00
<b>Group 5 - Transfers - School (Commission Approval by Board Vote)</b>			
<b>Group 6 - Appropriations - NonSchool (Commission Approval by Board Vote)</b>			
6	5	Fund 131 - Highway	\$ 390,000.00
6	6	General Fund 101 - Circuit Clerk	\$ 20,000.00
7	7	General Fund 101 - EMS	\$ 17,196.29
7	8	General Fund 101 - Finance/Grants	\$ 192,000.00
8	10	Fund 122 - Drug Fund	\$ 31,150.00
<b>Group 7 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)</b>			
3	1	General Fund 101 - EMS	\$ 5,000.00
8	9	General Fund 101 - Finance/Grants	\$ 3,524.00
9	12	General Fund 101 - Finance	\$ 55,750.00
9	13	General Fund 101 - Finance	\$ 1,092,000.00
<b>Group 8 - Transfers - NonSchool (Commission Approval by Board Vote)</b>			
8	11	General Fund 101 - Law Director (Payroll)	\$ 3,200.00
<b>Group 9 - Miscellaneous</b>			
10	A	Grant Pre-Applications, 3 Applications	Motion To Approve
10	B	Solar Signs at Carroll Hollow	Deferred
10	C	Health Department Renovation Bids	Motion To Approve
10	D	Pre-Trial Revenue	Deferred
11	E	Detention Facility Work Release Program	Motion To Approve
11	F	Capital Outlay Requests	Motion To Approve
11	G	New Business 1 - Grant Application	Approved under Sec A
<b>Group 10 - Additional Items not discussed during budget committee (requires 3/4 majority vote)</b>			

**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
July 31, 2025**

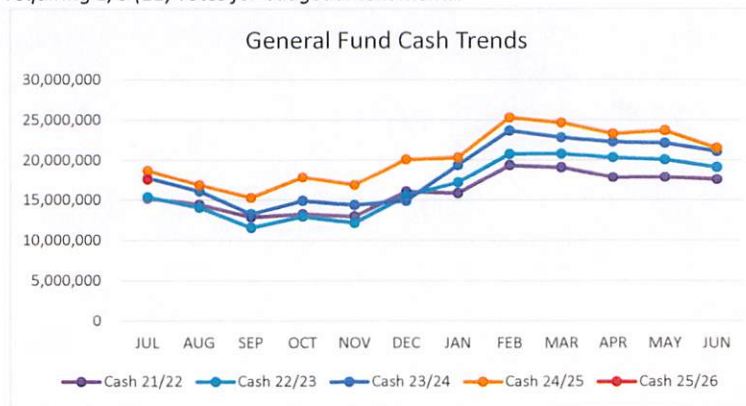
FUND	DESCRIPTION	NON- SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 1,344,270	\$ 357,761	\$ 2,237,153	\$ 14,795,157 *	\$ 18,734,341	\$ 17,614,261
115	Library Fund	\$ -	\$ 180,040		\$ -	\$ -	\$ 180,040	\$ 231,676
116	Solid Waste/Sanitation Fund	\$ -	\$ 738,722	\$ -	\$ -	\$ -	\$ 738,722	\$ 862,855
121	American Rescue Plan							\$ 2,107,946
122	Drug Control Fund	\$ -	\$ 133,243	\$ 8,754	\$ -	\$ -	\$ 141,997	\$ 146,073
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 20,518	\$ -	\$ 20,518	\$ 44,328
128	Tourism Fund	\$ -	\$ 1,050,420	\$ -	\$ -	\$ -	\$ 1,050,420	\$ 983,242
131	Highway Fund	\$ 47,550	\$ 269,737	\$ 3,720,583	\$ -	\$ -	\$ 4,037,870	\$ 4,186,326
141	General Purpose School Fund	\$ -	\$ -	\$ 13,302,172	\$ -	\$ -	\$ 13,302,172	\$ 10,899,906
143	Central Cafeteria	\$ 112,744	\$ 3,898,937	\$ -	\$ -	\$ -	\$ 4,011,681	\$ 4,631,307
151	General Debt Service Fund	\$ -	\$ 1,181,391	\$ -	\$ -	\$ -	\$ 1,181,391	\$ 1,789,447
152	Rural Debt Service Fund	\$ -	\$ 586,644	\$ -	\$ -	\$ -	\$ 586,644	\$ 1,161,835
156	Education Debt Service Fund	\$ -	\$ 92,843	\$ -	\$ -	\$ -	\$ 92,843	\$ 93,618
171	Capital Projects Fund	\$ -	\$ 506,211	\$ -	\$ -	\$ -	\$ 506,211	\$ 654,159
177	Education Capital Projects Fund		\$ 984,424	\$ -	\$ -	\$ -	\$ 984,424	\$ 1,070,637
263	Employee Benefit Fund	\$ 27,936	\$ -	\$ -	\$ 759,224	\$ -	\$ 787,160	\$ 1,127,427
		\$ 188,230	\$ 10,966,882	\$ 17,389,270	\$ 3,016,895	\$ 14,795,157	\$ 46,356,434	\$ 47,605,043

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

**Cash Trends**

July

Cash 20/21	10,101,594
Cash 21/22	15,225,725
Cash 22/23	15,379,674
Cash 23/24	17,794,773
Cash 24/25	18,744,836
Cash 25/26	17,614,261



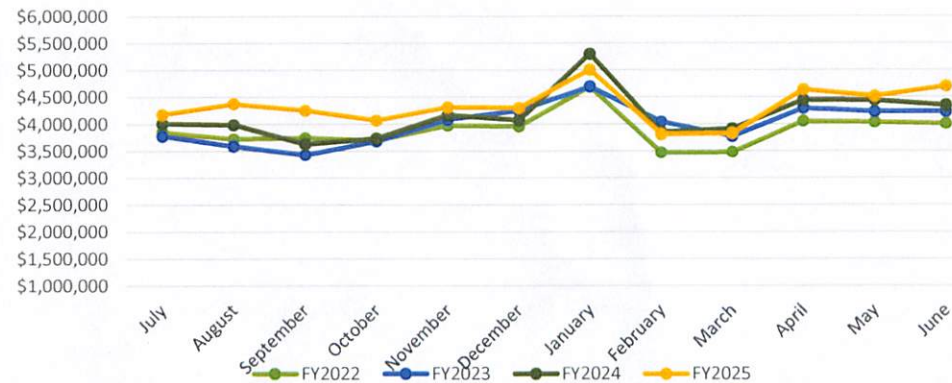


Copy of Local Option Sales Tax - Net Breakdown by FY

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%
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%
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	6%
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%
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%
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%
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%
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	-5%
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	4%
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	4%
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%
June	\$567,955.36	\$976,246.00	\$107,120.87	\$45,031.06	\$2,446,928.85	\$117,326.50	\$86,206.98	\$4,346,815.62	3%
Totals:	\$6,071,183.68	\$11,192,202.58	\$1,181,065.62	\$539,681.48	\$28,813,807.25	\$1,457,832.10	\$630,946.58	\$49,886,719.29	4%

FY2025	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$491,168.50	\$930,859.52	\$108,725.51	\$44,448.53	\$2,411,025.21	\$124,410.32	\$66,990.18	\$4,177,627.77	4.2%
August	\$511,851.31	\$800,787.50	\$101,851.85	\$47,875.06	\$2,774,632.51	\$124,698.62	\$15,001.64	\$4,376,662.49	9.7%
September	\$512,025.95	\$802,463.06	\$101,803.19	\$46,608.41	\$2,597,731.30	\$137,204.98	\$52,173.02	\$4,250,009.91	17.3%
October	\$497,462.45	\$887,229.76	\$100,691.60	\$41,831.66	\$2,353,123.16	\$126,512.93	\$63,185.12	\$4,070,036.68	8.9%
November	\$506,343.21	\$953,771.87	\$99,110.32	\$48,467.91	\$2,527,615.95	\$126,803.66	\$47,951.78	\$4,310,064.70	3.4%
December	\$507,665.20	\$971,899.48	\$105,362.12	\$40,481.03	\$2,490,047.05	\$136,616.12	\$46,588.25	\$4,298,659.25	5.6%
January	\$602,686.44	\$1,051,538.71	\$115,188.16	\$53,396.68	\$2,981,517.91	\$134,690.93	\$65,305.67	\$5,004,324.50	-5.5%
February	\$454,113.16	\$873,735.49	\$90,892.13	\$36,505.29	\$2,178,194.50	\$125,295.15	\$51,888.55	\$3,810,624.27	-1.1%
March	\$454,042.03	\$831,939.65	\$84,925.57	\$36,233.61	\$2,260,444.64	\$115,754.23	\$47,288.01	\$3,830,627.14	-2.1%
April	\$553,490.99	\$957,685.24	\$105,129.31	\$46,031.00	\$2,816,318.47	\$125,009.35	\$34,833.56	\$4,638,497.92	4.4%
May	\$557,524.13	\$964,901.26	\$100,437.63	\$42,535.44	\$2,632,140.41	\$133,489.15	\$80,207.03	\$4,511,235.05	1.7%
June	\$560,683.20	\$1,046,259.14	\$103,912.07	\$44,201.70	\$2,756,562.11	\$130,311.67	\$56,019.68	\$4,697,949.57	8.1%
Totals:	\$6,209,056.57	\$11,073,070.68	\$1,218,029.46	\$528,616.32	\$30,779,353.22	\$1,540,797.11	\$627,432.49	\$51,976,319.25	

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	\$ (10,012,639.51)	\$ (5,120,393.55)	\$ (15,133,033.06)							
		Remaining Allocation	\$ (12,639.51)	\$ (168,319.55)	\$ (180,959.06)							
		Interest earned and balance of allocations	\$ 415,774.52	\$ (180,959.06)								
			Total Interest Remaining		\$ 234,815.46							
	Project Identification Number	Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	PURCHASE ORDER ISSUED	COMPLETION DATE	ELIGIBLTY CATEGORY DOCUMENTATION ON FILE (YES or N/A)	Use of Proper PROCUREMENT REQUIREMENTS Confirmed	Date Approved by Commission
1	121-58836-189-GA003E	Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	YES	FY22	N/A	N/A	4/18/2022
2	121-58836-189-GA003NE	Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	YES	FY22	YES	N/A	4/18/2022
3.1	121-58836-339-GA912	TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	YES	FY23	N/A	N/A	2/22/2022
4	121-58836-399-GA013	GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	YES	FY24	YES	N/A	11/21/2022
5	121-58836-599-11802	Camp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	YES	FY23	N/A	N/A	8/15/2022
6	121-58836-716-SD001	Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	YES	FY22	N/A	NO	9/20/2021
7	121-67101-402-13101 thru 13106	County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
7.1	121-67101-402-13101 thru 13109	County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	YES	FY24	YES	YES	8/15/2022
8	121-91401-399-GA001	County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	3/10/2022
9	121-91401-399-GA010	Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	YES	FY24	YES	N/A	8/15/2022
10	121-91401-707-GA011	Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
11	121-91401-707-SC001	Senior Center Kichen Improvements	\$ 670,200.00	\$ 670,200.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	5/16/2022
12	121-91401-708-GA002	A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	YES	FY22	YES	YES	5/16/2022
15	121-91401-718-GA004	Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
16	121-91401-718-SD002	Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
18	121-91401-732-FJC01	Family Justke Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
19	121-91401-790-11803	EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	YES	FY24	N/A	YES	11/21/2022
21	121-91401-799-GA006	Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	YES	FY23	N/A	N/A	8/15/2022
22	121-91401-799-GA008	Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/15/2022
23	121-58836-335-GA014	Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	1/17/2023
24	121-91401-790-GA015	A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	YES	FY24	YES	YES	3/20/2023
25	121-58836-399-SD003	Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	YES	FY24	YES	N/A	5/15/2023
26	121-58836-590-11804	EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	6/19/2023
28	121-91401-790-VFD01	Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/21/2023
29	121-91401-735-11805	EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/21/2023
30	121-58500-316-CLAXR	Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	YES	FY24	N/A	N/A	8/21/2023
32	121-91401-316-NPC01	Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	YES	FY24	N/A	N/A	3/18/2024
33	121-91401-708-RADIO	County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,250,000.00	\$ -	Complete	NO	YES	FY25	N/A	N/A	12/18/2023
34	121-91401-790-GA016	Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	YES	FY25	N/A	N/A	5/20/2024
35	121-91401-790-ACFC1	Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	Complete	YES	YES	FY25	N/A	N/A	5/20/2024
36	121-58841-718-AUTO1	Auto Purchases	\$ 170,281.35	\$ 170,281.35	\$ -	Complete	YES	YES	FY25	N/A	N/A	6/17/2024
38	121-91401-718-SD004	Sheriff's Vehicles FY25	\$ 571,962.02	\$ 571,962.02	\$ -	Complete	YES	YES	FY26	N/A	N/A	8/19/2024
39	121-58841-335-ARCH1	Archives Security Cameras	\$ 13,802.94	\$ 13,802.94	\$ -	Complete	YES	YES	FY25	N/A	N/A	8/19/2024
40	121-91401-707-SC002	Senior Center Badge System	\$ 10,888.36	\$ 10,888.36	\$ -	Complete	YES	YES	FY25	N/A	N/A	9/16/2024
42	121-58841-718-AUTO2	County Auto Purchases	\$ 100,000.00	\$ 100,000.00	\$ -	Complete	YES	YES	FY26	N/A	N/A	11/18/2024
44	121-58836-189-GA017	Employee Retention Payments 2024	\$ 469,288.25	\$ 469,288.25	\$ -	Complete	YES	YES	FY25	N/A	N/A	12/16/2024
3	121-58836-339-GA012	TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	YES	FY26	YES	YES	2/22/2022
13	121-91401-709-GA005	IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 141,227.00	\$ 8,773.00	In Progress	YES	YES	FY25	N/A	YES	8/15/2022
14	121-91401-718-11801	EMS Ambulances for 2 years	\$ 1,346,903.66	\$ 500,511.66	\$ 846,392.00	In Progress	NO	YES	FY27	YES	YES	8/15/2022
27	121-99100-590-TDEC1	TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 263,225.98	\$ 116,288.94	In Progress	YES	YES	FY27	YES	YES	6/19/2023
31	121-91401-707-DC001	Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 604,000.00	\$ 408,501.04	\$ 195,498.96	In Progress	YES	YES	FY26	N/A	N/A	9/18/2023
37	121-91401-718-11806	EMS Vehicles FY25	\$ 422,819.10	\$ 8,857.10	\$ 413,962.00	In Progress	NO	YES	FY26	N/A	N/A	8/19/2024
41	121-91401-304-RECY1	Blockhouse Valley Recycling Center	\$ 56,500.00	\$ 22,600.00	\$ 33,900.00	In Progress	YES	YES	FY26	N/A	N/A	10/21/2024
43	121-91401-321-RECY2	Blockhouse Valley Recycling Center	\$ 14,000.00	\$ 9,800.00	\$ 4,200.00	In Progress	YES	YES	FY25	N/A	N/A	12/16/2024
			\$ 15,133,033.06	\$ 13,264,018.16	\$ 1,869,014.90							



2025-2026 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	Fed Direct	Grantor	Indirect Cost Recovery
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 133,500	\$ -	7/1/2025	6/30/2026		\$ 133,500		TDMHSAS	\$ 8,260
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2025	6/30/2026	\$ 200,000	-		OCJP/VOCA	\$ 3,685
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 95,350	\$ -	7/1/2025	6/30/2026	\$ 76,280	\$ 19,070		OCJP/VOCA	\$ 11,850
55130-131-EMST1	EMS	EMS Training Supplement	\$ 28,800	\$ 2,203	12/31/2024	6/30/2025	\$ -	\$ 28,800		TDH	
	EMS	EMS Training Facility	\$ 857,840	\$ 857,841	10/1/2024	12/31/2027	\$ 857,840	\$ -		TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS	
54410-706-EOC	Emergency Management	Emergency Operations Center	\$ 2,942,940	\$ 980,980	9/1/2024	4/30/2027	\$ 2,942,940	\$ -		TEMA/DHS	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 32,024	\$ 32,024	10/1/2023	9/30/2025	\$ 32,024			TEMA	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000	\$ -	12/1/2024	11/30/2025	\$ 21,000	\$ -		TEMA/DHS	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2024	\$ 32,024	\$ 32,024	10/1/2023	9/30/2025	\$ 32,024			TEMA	
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH	
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		3/1/2025	7/31/2026	\$ 227,000			TDH	
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 684,000	\$ -	7/1/2025	6/30/2026	\$ 181,724	\$ 502,276		TDH	
	Highway/Mayors Office	TDOT Old State Circle Bridge (State Run Project)	\$ 950,900				\$ 950,900			TDOT	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849			\$ 711,396			TDOT	
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG	
91170-791-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG	
	Mayor's Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD	
	Mayors Office	Brownfield Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TDEC	
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	\$ -	11/1/2024	3/31/2026	\$ -	\$ 45,000	\$ -	TNDDA	
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	\$ -	8/1/2024	7/31/2026	\$ -	\$ 100,000	\$ -	TDEC	
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	\$ -		TDEC	
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 797,090	\$ -	4/15/2024	6/30/2028	\$ 797,090	\$ -		TDEC	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 196,181	\$ 28,420	7/1/2024	6/30/2026	\$ 166,419	\$ 29,762		ETHRA/ETAAAD	
53310-399-AEM1	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2026		\$ 13,005		OCJP	
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 317,141		5/15/2023	6/30/2027		\$ 317,141		OCJP	
54110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/20					

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## BUDGET COMMITTEE MINUTES

### AUGUST 7, 2025

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#### Members Present:

Shain Vowell, Commissioner-Chairman  
Denise Palmer, Commissioner-Vice-Chair  
Anthony Allen, Commissioner  
Bob Smallridge, Commissioner  
Jerry White, Commissioner  
Sabra Beauchamp, Commissioner  
Shelly Vandagriff, Commissioner  
Tyler Mayes, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

**Committee Chair Shain Vowell called the meeting to order.**

#### **1. Appearance of Citizens**

No citizens appeared.

#### **2. Approval of Agenda**

Motion by **Commissioner Anthony Allen**, second by **Commissioner Bob Smallridge**, to approve the agenda as presented with inclusion of the Studio 4 Contract #26-0028 and the Senior Center Grant. *Motion Passed*

#### **3. Purchasing Contracts with Legal Review**

**A. Knox County, Office of the Mayor, Contract #23-0010** – One-year extension to the Medical Examiner contract.

**B. Norvex, Detention Facility, Contract #26-0014** – Five-year contract for Janitorial Supplies. Prices from competitive bid.

**C. Ellison, Detention Facility, Contract #26-0015** – Five-year contract for Janitorial Supplies. Prices from competitive bid.

**D. Euna Solutions, Finance Department, Contract #26-0017** – Three-year Grant Management Software. Implementation cost of \$21,250 and yearly subscription cost of \$34,500. Pricing from Sourcewell Cooperative contract.

The funding for Euna Solutions is reflected as “The 12<sup>th</sup> ITEM” below.

- E. My Government Online Software, Office of the Mayor, Contract #26-0024 – Two-year Permitting Software contract for \$260.42 per month.**

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen**, to approve **Items 3A through 3E**. *Motion Passed.*

**4. Purchasing Contracts Pending Legal Review**

The following contracts obtained legal review after the agenda was published and prior to the meeting:

- F. University of TN Medical Center Home Care Services, EMS, Contract #26-0018 – One-year transport agreement for Hospice patients.**
- G. Mark Brown, EMS, Contract #26-0019 – Agreement to provide EMS employee tuition in the amount of \$895 for the Anderson County Community Paramedic Course with the conditions that the employee passes the course and does not terminate employment prior to the completion of the year after obtaining the Critical Care Paramedic State EMS license.**
- H. Devin Burnett, EMS, Contract #26-0020 - Agreement to provide EMS employee tuition in the amount of \$895 for the Anderson County Community Paramedic Course with the conditions that the employee passes the course and does not terminate employment prior to the completion of the year after obtaining the Critical Care Paramedic State EMS license.**
- I. Brian Rozmus, EMS, Contract #26-0021 - Agreement to provide EMS employee tuition in the amount of \$895 for the Anderson County Community Paramedic Course with the conditions that the employee passes the course and does not terminate employment prior to the completion of the year after obtaining the Critical Care Paramedic State EMS license.**
- J. Scott Thomas, EMS, Contract #26-0022 - Agreement to provide EMS employee tuition in the amount of \$895 for the Anderson County Community Paramedic Course with the conditions that the employee passes the course and does not terminate employment prior to the completion of the year after obtaining the Critical Care Paramedic State EMS license.**
- K. Scott Prosise, EMS, Contract #26-0023 - Agreement to provide EMS employee tuition in the amount of \$895 for the Anderson County Community Paramedic Course with the conditions that the employee passes the course and does not terminate employment prior to the completion of the year after obtaining the Critical Care Paramedic State EMS license.**

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Bob Smallridge**, to approve **items 4F through 4K**. *Motion passed.*



**5. Capital Asset Surplus Request**

Surplus request to put the following vehicles up for auction.

Description	Department	Condition	Starting Bid
2001 Dodge Durango	Sheriff	Totaled, scrap only	\$100
2017 Jeep Grand Cherokee	Sheriff	Inoperable	\$500
2016 Dodge Charger	Sheriff	Operable	\$500
2011 Ford Crown Victoria	Sheriff	Operable	\$500
2015 Dodge Charger	Sheriff	Operable	\$500

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Denise Palmer**, to approve the request. *Motion Passed*

**6. Contract Added to Agenda**

**L. Studio 4 Contract #26-0028** – Agreement with Studio 4 Design, for architectural design of an Emergency Operations Center for Anderson County.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Sabra Beauchamp**, to approve. *Motion Passed.*

**APPROPRIATIONS      REQUIRING      FULL      COMMISSION  
APPROVAL**

**THE 1<sup>st</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, EMS, that the following **APPROPRIATION** in General Fund 101 be approved.

**Decrease Expenditure Codes:**

101-39000                      Unassigned Fund Balance                      \$5,000.00

**Increase Expenditure Codes:**

101-55130-338                      Repairs and Maintenance Vehicles                      \$5,000.00

Justification: Funds needed to make repairs to ambulances. Have already seen an increase to ambulance repairs this fiscal year.

Motion by **Commissioner Denise Palmer**, seconded by **Commissioner Tyler Mayes**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 2<sup>ND</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Kim Towe, Special Education Department, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Decrease Reserve Code:

141-39000	Unassigned Fund Balance	\$265,100.00
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Increase Expenditure Code:

141-71200-429-SEFFS	Instructional Supplies & Materials	\$40,000.00
141-71200-499-SEFFS	Other Supplies & Materials	10,000.00
141-72220-189-SEFFS	Other Salaries & Wages	35,000.00
141-72220-201-SEFFS	Social Security	2,200.00
141-72220-204-SEFFS	State Retirement	2,300.00
141-72220-212-SEFFS	Employer Medicare	600.00
141-72220-399-SEFFS	Other Contracted Services	80,000.00
141-72220-499-SEFFS	Other Supplies & Materials	20,000.00
141-72220-524-SEFFS	Staff Development	15,000.00
141-72220-790-SEFFS	Other Equipment	<u>60,000.00</u>
		\$265,100.00

(Amendment will be from 141-34555 Special Education Fees for Service and a JE will replenish the reserve for 39000)

Justification: To appropriate funds for Special Education Fees for Services

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 3<sup>rd</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Marcus Bullock, Fiscal Services, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Increase Revenue Code:

141-46590	Other State Education Funds	\$1,245,163.20
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Decrease Expenditure Codes:

141-71100-188	Regular Instruction – Teacher Bonus	\$730,000.00
141-71100-201	Regular Instruction – Social Security	45,260.00

141-71100-204	Regular Instruction – Retirement	54,265.80
141-71100-212	Regular Instruction – Medicare	10,585.00
141-71200-188	Special Education – Teacher Bonus	190,000.00
141-71200-201	Special Education – Social Security	11,780.00
141-71200-204	Special Education – Retirement	14,386.80
141-71200-212	Special Education -Medicare	2,755.00
141-71300-188	Vocation Education – Teacher Bonus	74,000.00
141-71300-201	Vocation Education – Social Security	4,588.00
141-71300-204	Vocation Education – Retirement	5,432.60
141-71300-212	Vocation Education – Medicare	1,073.00
141-72130-188	Student Support – Teacher Bonus	46,000.00
141-72130-201	Student Support – Social Security	2,852.00
141-72130-204	Student Support – Retirement	3,494.00
141-72130-212	Student Support – Medicare	667.00
141-72210-188	Regular Instruction – Teacher Bonus	14,000.00
141-72210-201	Regular Instruction – Social Security	868.00
141-72210-204	Regular Instruction – Retirement	872.40
141-72210-212	Regular Instruction – Medicare	203.00
141-72220-188	Special Education – Teacher Bonus	8,000.00
141-72220-201	Special Education – Social Security	496.00
141-72220-204	Special Education – Retirement	590.80
141-72220-212	Special Education – Medicare	116.00
141-73300-188	Community Services – Teacher Bonus	10,000.00
141-73300-201	Community Services – Social Security	620.00
141-73300-204	Community Services – Retirement	641.60
141-73300-212	Community Services – Medicare	145.00
141-73400-188	Early Childhood Education – Teacher Bonus	10,000.00
141-73400-201	Early Childhood Education – Social Security	620.00
141-73400-204	Early Childhood Education – Retirement	706.20
141-73400-212	Early Childhood Education – Medicare	<u>145.00</u>
		\$1,245,163.20

**Justification:** Appropriation for the state funded teacher bonus per Chapter 7 of the Public Acts of 2025, 1<sup>st</sup> Extraordinary Session (PC 7).

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 4<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Katrina Oakley, Federal Programs – LEAPs, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

**Increase Revenue Code:**

141-46590-LEAPS	Lottery for Education Afterschool Programs	\$325,000.00
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Increase Expenditure Codes:

141-71400-105	Program Director	\$14,820.00
141-71400-116	Teacher Salaries	108,000.00
141-71400-162	Clerical Personnel	9,750.00
141-71400-163	Classified	54,000.00
141-71400-189	Other Salaries & Wages – Site Coordinators	109,890.00
141-71400-201	Social Security	12,668.80
141-71400-204	Retirement	11,572.53
141-71400-212	Medicare	<u>4,298.67</u>
		\$325,000.00

Justification: 2025-2026 allocations for the LEAPs Grant (Lottery for Education Afterschool Programs) as approved by TN Dept of Ed. LEAPs provides afterschool programming at Briceville, Claxton, Dutch Valley, Grand Oaks, Norris, and Norwood Elementary.

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 5<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Gary Long, Highway Department, that the following **APPROPRIATION** in Fund 131 be approved.

Increase Expenditure Codes:

131-62000-402	Asphalt	\$350,000.00
131-62000-443	Road Signs	10,000.00
131-63100-336	Equipment Maintenance	<u>30,000.00</u>
		\$390,000.00

Decrease Reserve Code:

131-34550	Restricted for Highway	\$390,000.00
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Justification: To cover asphaltting Anderson County roads, materials to make county signs, and maintenance of highway equipment.

Motion by **Commissioner Shelly Vandagriff**, seconded by **Commissioner Tyler Mayes**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 6<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Rex Lynch, Circuit Court, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$20,000.00
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Increase Expenditure Code:

101-53100-709	Data Processing	\$20,000.00
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(Amendment will be from 101-34520-6000 Data Processing Revenue and a JE will replenish the reserve for 39000)

Justification: To replace data processing equipment per request of the IT Department (i.e. servers and computers)

Motion by **Commissioner Shelly Vandagriff**, seconded by **Commissioner Bob Smallridge**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 7<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-49700	Insurance Recovery	\$17,196.29
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Increase Expenditure Code:

101-55130-338	Repairs and Maintenance Vehicles	\$17,196.29
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Justification: Supervisor SUV was involved in a motor vehicle collision. The other driver was responsible. These are the funds to get the SUV repaired and back to operational condition.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Anthony Allen**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 8<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Prince, Finance, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-46190-FIG	Other General Government Grants – Food Insecurity Grant	\$192,000.00
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Increase Expenditure Codes:

101-58190-399-FIG	Other Econ. & Comm Develop – Other Contracted Services – Food Insecurity Grant	\$8,000.00
101-58190-499-FIG	Other Econ. & Comm Develop – Other Supplies & Materials – Food Insecurity Grant	2,500.00
101-58190-799-FIG	Other Econ. & Comm Develop – Other Capital Outlay – Food Insecurity Grant	<u>181,500.00</u>
		\$192,000.00

Justification: To move grant activities forward to current FY

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Shelly Vandagriff**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 9<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Prince, Finance, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$3,524.00
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Increase Expenditure Code:

101-56300-718-TCAD1	Senior Citizens Assistance – Motor Vehicle Aging Programs	\$3,524.00
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Justification: To move grant activities forward to current FY. \$3,524 still available from grant funds, rolled into fund balance. Received \$45,000 in revenue on 2/18/25.

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Shelly Vandagriff**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 10<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Kenny Sharp/Russell Barker, Sheriff's Department, that the following **APPROPRIATION** in Fund 122 be approved.

Decrease Reserve Code:

122-34525-1000	Drug – Unassigned Fund Balance	\$31,150.00
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Increase Expenditure Code:

122-54150-718	Motor Vehicle	\$31,150.00
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Justification: Insurance recovery funds receipted in last fiscal year. Fund will be used to purchase vehicle.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Sabra Beauchamp**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 11<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Jamie Brooks, Law Director, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Increase Expenditure Code:

101-51400-133	County Attorney - Paraprofessional	\$3,200.00
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Decrease Expenditure Code:

101-51400-161	County Attorney - Secretary	\$3,200.00
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Justification: Secretary position was filled at a rate below budgeted amount. Morgan Jones has obtained additional certification from NALA, the Paralegal Association. We have redistributed the responsibilities of our former secretary between Cassandra and Morgan. Morgan's work assignments – preliminary contract reviews and drafting resolutions are additions – merit increase when added to her certification. Increase will equalize pay of staff. Office is still on pace to save county \$13,000 out of code 101-51400-161 after increase requested.

Motion by **Commissioner Bob Smallridge**, seconded by **Commissioner Jerry White**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

**THE 12<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned	\$55,750.00
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Increase Expenditure Code:

101-52100-399-EUNA	Other Contracted Services	\$55,750.00
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Justification: Funding for grant management contract with Euna Solutions.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Denise Palmer**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval. The motion carried, with Commissioner Jerry White voting "no".

**THE 13<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned	\$1,092,000.00
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Increase Expenditure Code:

101-54110-718	Sheriff's Department – Motor Vehicle	\$492,000.00
101-55130-718	Emergency Medical Services – Motor Vehicle	<u>600,000.00</u>
		\$1,092,000.00

Justification: Funding to purchase 9 Sheriff vehicles and 2 EMS ambulances for FY 25/26.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Sabra Beauchamp**, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval. The motion carried, with Commissioner Jerry White voting “no”.

#### **SECTION A, Grant Application / Tourism**

\$60,000 grant application for tourism marketing requiring a 50/50 match from the Tourism budget.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Sabra Beauchamp** to approve the Tourism Marketing Grant application. *Motion Passed.*

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Tyler Mayes** to add the Tourism Enhancement Grant to the Agenda. *Motion Passed.*

\$100,000 grant application for tourism enhancement requiring a 30% match from the Tourism budget.

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen** to approve the Tourism Enhancement Grant application. *Motion Passed.*

#### **SECTION B, Solar Signs at Carroll Hollow / Commission**

Deferred until cost estimates are provided by Highway Superintendent, Gary Long.

#### **SECTION C, Health Department Renovation Bids / Mayor Frank**

Mayor Frank updated the Budget Committee on the Dental Clinic and Health Department renovations. The Dental Clinic is nearing completion so the Health Department renovations recently went out to bid. Those bids came back higher than anticipated. Recent cuts in Federal Funding has affected the funding source for the renovations. The State will try to replace the funds affected by the cuts. This will still leave \$500,000 in funding required to meet the lowest bid. Mayor Terry Frank requested a commitment of up to \$500,000 so the Health Department renovations can move forward if the additional funding comes from the State.

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Shelly Vandagriff** to commit funding up to \$500,000 in order to move forward with the Health Department renovations if the additional funding comes from the State. *Motion Passed.*

#### **SECTION D, Pre-trial Revenue / Mayor Frank**

Deferred until next month



#### **SECTION E, Detention Facility Work Release Program**

Chief Jailer Zachary Allen presented the Detention Facility Work Release Program to the Committee.

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Shelly Vandagriff** to approve the Detention Facility Work Release Program. *Motion Passed.*

#### **SECTION F, Capital Outlay Requests / Robby Holbrook**

Finance Director Robby Holbrook presented capital outlay requests for EMA, EMS, and Sheriff departments.

The vehicle capital outlay requests are reflected as "The 13<sup>th</sup> ITEM" above.

Motion by **Commissioner Sabra Beauchamp**, seconded by **Commissioner Anthony Allen** to approve EMS "Projects for Consideration" Capital Outlay items on page 57 of the agenda removing the Rocky Top Station roof, and the Station #1 HVAC unit from the 171 Fund. *Motion Passed.*

#### **SECTION G, New Business**


\$50,000 grant application for the Senior Center with no match to add sound dampening panels to the main room and purchase a better sound system.

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Bob Smallridge** to approve the Senior Center grant application. *Motion Passed.*

#### **SECTION H, Unfinished Business**

No Unfinished Business.

Meeting Adjourned.



Robby Holbrook, Finance Director

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

101 South Main Street, Suite 310  
CLINTON, TENNESSEE 37716

TELEPHONE: (865) 457-6290  
FACSIMILE: (865) 457-3775

**MEMORANDUM**

**TO:** Ms. Annette Prewitt  
**CC:** County Commission  
**FROM:** Law Director's Office  
**DATE:** August 13, 2025  
**RE:** Law Director's Report –August 18, 2025 – Commission

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

**A. Contract Approvals:**

1. 3C- Detention Facility
2. Ellison- Detention Facility
3. Kellwell- Detention Facility
4. My Government Online Software- Mayor's Office & Planning & Development
5. Norvex- Detention Facility
6. Knox County Medical Examiner- Renewal
7. Euna Solutions Grant
8. Attendance on Demand
9. UT Medical Center Home Care Services- EMS
10. Mark Brown- EMS
11. Brian Rozmus- EMS
12. Devin Burnett- EMS
13. Scott Prosise- EMS
14. Scott Thomas- EMS
15. Studio Four Design- Mayor's Office
16. Ryan Herrin- Property Assessor
17. PIE Consulting- Board of Education
18. Canon- Dental Clinic
19. Patrick Donnally- EMS

**B. Anderson County Zoning Violations:**

Newly Opened:

1. 351 Old Lake City Highway
2. 112 Princess Lane
3. 120 Moretz Lane

Closed:

1. 350 Longmire Rd.
2. 120 Moretz Lane

Newly Filed:

1. 272 Clear Branch Road
2. 149 Black Oak Road

Motion for Default Judgment:

1. 438 Old Fratersville Hollow Lane- Filed June 26, 2025. Granted on July 28, 2025. Defendant has 30 days to get the property into compliance.

Motion for Trial Date:

1. 301 Old Lake City Highway- Trial date to be scheduled for 90 days out.
2. 359 Old Lake City Highway- Trial date to be scheduled for 90 days out.
3. 774 Hillvale Road- Will be scheduling for a trial date for 90 days out.

Contempt:

1. 1824 Lake City Highway- Petition and Show Cause filed on June 4, 2025. Order for Contempt Granted on August 8, 2025. Allows county to place a lien on property.

Liens:

1. 222 Old Tacora Hills Road- daily fine of \$100 beginning May 24, 2024.
2. 230 Haney Hollow Road- daily fine of \$100 beginning August 26, 2024.
3. 177 Scott Brogan Lane- daily fine of \$50 beginning December 9, 2024.

Pending Quotes for Cleanup:

1. 177 Scott Brogan Lane

**C. Bankruptcies:**

1. Bailey- Order of Discharge Chapter 7
2. Walker- Notice of Chapter 7 Filing
3. Dubois- Order of Chapter 13
4. Purdue Pharma- Notice of Hearing
5. Rutherford- Order of Discharge Chapter 13
6. Genesis Healthcare- Notice of Chapter 11.
7. Genesis Healthcare- Interim Order Authorizing Debtors to Pay.
8. Genesis Healthcare- Notice of Final Hearing on First Day Motions
9. Sewell- Motion to Modify Chapter 13

10. Purdue Pharma L.P.- Notice of Hearing for Chapter 11
11. Chandler- Order of Discharge Chapter 7
12. Bullock- Notice of Chapter 13

**D. Other:**

1. Assisted Planning & Development office by notifying pool company in writing that it was incorrectly telling its customers that they did not need a permit to install a swimming pool in the county.
2. Prepared and mailed Robocall letter to Rick Scarbrough and Ed Butler.
3. Prepared and mailed letter to Windrock Land Company regarding denial of access to private cemeteries.
4. Open Records Request from former ACSO Deputy Colt Jennings.
5. Severance Tax Memo prepared by this office.
6. Opioid Resolution No. 1224
7. Revision of ACSO Cpl. and Sgt. Promotional Exams
8. Reviewed with Johnny Alley lawsuit filed by individual against CSX alleging property was undervalued for property tax purposes.
9. Law Director Form of Opinion for \$10,000,000.00 Rural Elementary School Bonds sent to bond counsel.
10. Election Commission Minutes –Researched and prepared letter to Election Commissioner Mark Stephens regarding providing minutes of meetings to Annette in time for County Commission Agenda.
11. ACDF Work Release Program Approval
12. Resolution Proposed by Dave Clark to assess fees in accordance with T.C.A. § 40-3-106
13. Memorandum on mandatory and non-mandatory Boards and Commissions prepared by this office.
14. Prepared corrected Opioid Provider Agreement to add parent entity to grant for Foundation House. (Requesting approval)

**F. Litigation Updates:**

1. Pro-Vision- Filed Amended Complaint on 4/9/25. Defendant's Motion to Dismiss was denied on 7/11/25. We will proceed to the discovery phase in this case.
2. Rick Schubert v. Terry Frank- Filed a Motion to Dismiss on 5/15/25 that is set to be heard on 8/18/25.
3. Zayo v. AC Commission, ACS, & AC Purchasing- attended June 18, 2025, hearing in which Writ of Supersedeas was set aside. Answer filed on behalf AC Commission and AC Purchasing Department on July 24,2025. Scheduling Order modified as follows:
  - 8/27/25, deadline for Plaintiff's Brief;
  - 9/15/25, deadline for Defendants Response;
  - 9/22/25, Pre-Trial Conference;
  - 9/23/25, deadline for Plaintiff's Reply Brief;

- 10/2/25, hearing on Plaintiff's Writ of Certiorari in Chancery at 1:00 p.m. I encourage Commission members to attend.
  - Filed our Answer on July 24, 2025.
4. Samuel Marra v. ACSO et. al- Deposition of Samuel Marra took place on 6/27/25. Jeff Ward, counsel for ACSO reports that plaintiff's counsel has requested additional time to reply to Defendants' Motion for Summary Judgment.
  5. Dotson, Dylan v. AC- Counsel for AC reports that Summary Judgment was granted in favor of AC. Defendant has until 8/13/25 to appeal.
  6. Shane Dietlin v. Kirk, et al.– forwarded to insurance claims representative for assignment to insurance defense counsel-Alix C. Michel, of Michel & Ward – retained to represent Defendant, Kirk – We will continue to monitor status. One named Defendant was non-suited out by Plaintiff.
  7. Nathan Partin v. ACSO, et al. – Complaint filed in U.S. District Court on 7/1/25, forwarded to insurance claims representative. Insurance defense counsel is Reid Spaulding. We will continue to monitor status.
  8. Michael Miller et.al. v. Anderson Co. and the Estate of Jay Yeager no. 23CH4214. No activity in this case between May 2023 when defense counsel withdrew and July 2025 when Estate of Jay Yeager was substituted for Jay. Phil Harber is the attorney for Plaintiffs. Ron Attanasio represents the Estate of Jay Yeager. I have entered an appearance for AC.

JAMES W. BROOKS, JR.  
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716

(865) 457-6290

MORGAN JONES, PARALEGAL

CASSANDRA M. POWELL, PARALEGAL

July 28, 2025

**VIA CERTIFIED MAIL**

Aurora Pools, Spas and Billiard Galley, Inc.  
ATTN: John W. Gifford, Registered Agent  
6521 Central Avenue Pike  
Knoxville, TN 37912

RE: Permit Required for Pool and Swimming Pool Installation

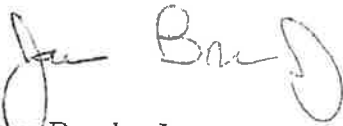
Dear Mr. Gifford,

I am writing to you on behalf of the Anderson County, Tennessee Department of Planning and Development. I need to make you aware of our permit requirement for swimming pools. Anderson County adopted the 2018 International Residential Code (IRC) which was updated by the 2024 IRC. Anderson County adopted this update this month. Sections 105.1 and 105.2 apply to swimming pool installations. You are required to obtain a permit from the Planning and Development office before you break ground to install any swimming pool unless it is a prefabricated swimming pool that is less than 24 inches (610 mm) deep.

A stop work order will be issued if no permit is obtained. Please comply with the IRC and our Planning and Development office to avoid the issuance of a stop work order impacting your business and your landowner customers. Recently, a notice of violation was issued to one of your customers on a pool your company installed because there was no permit obtained prior to the installation.

Please call, if you have additional questions or concerns.

Sincerely,



James Brooks, Jr.

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716  
[jbrooks@andersoncountyttn.gov](mailto:jbrooks@andersoncountyttn.gov)  
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CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

July 28, 2025

Via Email & US Mail:

[rep.ed.butler@capitol.tn.gov](mailto:rep.ed.butler@capitol.tn.gov)  
Rep. Ed Butler  
425 Rep. John Lewis Way N.  
Suite 578 Cordell Hull Building  
Nashville, TN 37243

Via Email & US Mail:

[rep.rick.scarbrough@capitol.tn.gov](mailto:rep.rick.scarbrough@capitol.tn.gov)  
Rep. Rick Scarbrough  
423 Rep. John Lewis Way N.  
Suite 614 Cordell Hull Bldg.  
Nashville, TN 37243

**Re: Illegal Robocalls and Texts**

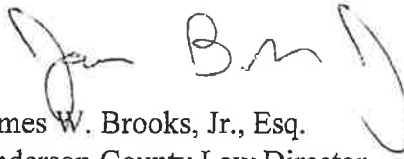
Dear Representatives Butler and Scarborough,

I am writing to you at the direction of the Anderson County Commission. The residents and businesses in our county are inundated with robo-calls and texts daily because of our dependency on cell phones. In fact, I have received two scam texts while preparing this letter. I am sure you receive these unwanted communications on your business and personal phones as well. The Commission recognizes that the Federal Communications Commission is the lead enforcement agency on this matter.

Nevertheless, I am sending this letter to you in hope that the State of Tennessee can help. We seek your assistance in looking for any tool, which is available to the legislature or the departments of Tennessee government that have jurisdiction, to enforce the ban on these unwanted calls and texts, including illegal and spoofed calls.

Thank you for taking the time to read this correspondence, your advocacy in Nashville, and for the tireless effort you both put forth on behalf of the citizens of Anderson County.

Sincerely yours,

  
James W. Brooks, Jr., Esq.  
Anderson County Law Director

cc: Mayor, Terry Frank  
Anderson County Board of Commissioners

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

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July 28, 2025

Windrock Land Company  
614 Mabry Hood Road, Ste. 301  
Knoxville, TN 37932  
Attn: Lewis Howard, Jr.

**RE: Removal of Gate at Entrance to Mining Road**

Mr. Howard,

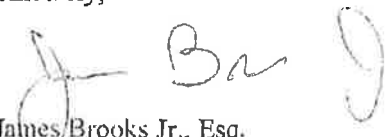
The Anderson County Operations Committee has requested I contact you regarding a locked gate installed on your property (tax map 60, parcel 1.0) located at the intersection of New River Highway and an old mining road. As you are aware, this mining road is the only access available to the descendants of the individuals buried in the Aslinger Cemetery (tax map 39, parcel 7.0) located on your land and the Matt Phillips (tax map 36, parcel 6.0) Cemetery and a second cemetery located on land owned by the State of Tennessee (tax map 50, parcel 1.0).

Descendants of the family members buried in these cemeteries have used this road as an access easement for over one hundred (100) years. The right of individuals to visit the cemeteries to visit the graves and for the purpose of repairing, beautifying and protecting the graves and grounds around the same is clear and unequivocal, and for these purposes, the law grants an easement to them for ingress and egress from New River Highway, the public road which is nearest to the cemeteries. This easement exists regardless of whether or not it is set out in your deed. The easement rights are paramount in the easement area to those of the landowner and the landowner is not permitted to unreasonably interfere with the easement.

The gate and No Trespassing signs installed by your lessee are incompatible with our citizens' right to use the access easement. The installation of a locked gate prohibits citizens from visiting the cemeteries. The chilling effect of the No Trespassing signs dissuade these individuals from visiting the graves of their ancestors. These easement rights are superior to the leasehold interest of your lessee or the ability of Windrock Land Company or its lessee and agents to limit access.

We respectfully request the gate be removed and the No Trespassing signs be taken down.

Sincerely,

  
James Brooks Jr., Esq.  
Anderson County Law Director

cc: Mayor, Terry Frank  
Anderson County Board of Commission



**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

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**MEMORANDUM**

**TO:** James W. Brooks, Jr. — reviewed and approved JWB

**FROM:** Cassandra M. Powell

**DATE:** August 6, 2025

**RE:** Allocation of Oil and Gas, Coal, and Mineral Severance Tax

In response to questions and request for a resolution allowing for the re-allocation of severance tax revenue brought by operations committee on July 14, 2025, I have prepared the following for consideration.

**Question**

Can any mineral, coal, or gas and oil severance tax revenue be used for water improvements? Which of these Severance Taxes have statutory allocations for their revenue and would a change in the allocation of such revenue benefit the county?

**Conclusion**

Allocation of coal and mineral severance tax is unambiguous. Mineral severance tax **shall** be used for the county road fund, coal severance tax **shall** be used ½ for the counties education systems and ½ shall be used for highway and stream cleaning systems. There is some ambiguity in Title 60, Chapter 7, Part 3 as to Oil and Gas severance tax. Pursuant to 60-1-301, the oil and gas severance tax is collected by the state and for the use of the state with 1/3 of the revenue being allocated to the county for the use of the county. The framework of this chapter and part does not outline the return of the revenue to the county or apportionment of the revenue for use within the county.

**Analysis**

As set forth in Title 60, Chapter 1, Part 3, **Oil and Gas severance tax** is levied for the use and benefit of the state and county governments at 3% of the sale price and with 2/3 of the revenue being deposited into state's general fund and 1/3 of all revenues collected from the tax being allocated to the county bi-annually and then stored in the county's general fund. This part does not provide any statutory allocation for the use of Oil and Gas Severance Tax within the county; however, Senate Bill No. 1086, amending 67-7-104 and increasing the coal severance tax, may infer that oil and gas severance tax revenue is intended to be for the use of county infrastructure and roadways.

As set forth in Title 67, Chapter 7, Part 1, **Coal severance tax** is collected by the state on behalf of local government with the Department of Revenue promulgating all regulations and administration and collection of this tax. The statutory tax is \$1.00/ton for the state of Tennessee. A return is filed with the state for each county from which coal is severed and a copy of the same return must also be sent to the county. All revenue collected from this tax are subject to a 1.125% administration fee by the state. The remaining revenue is remitted to the county for the following specific purposes: one half of all revenues collected **shall** be used for the educational system or systems of the county, and the remaining one-half of revenue **shall** be used for highway and stream cleaning systems of the county.

However, 2009 Senate Bill No. 1086 which increased the statutory coal severance tax rate states that the purpose of allocating coal severance tax in this manner is the general assembly's anticipation that

local governments will use a portion of the funds allocated to educational endeavors for environmental awareness programs and increase the amount of highway funds available to local governments after an earlier decline in gas and oil collections caused a decline in highway funds. Despite this, the statutory allocation is for education systems and highway and stream cleaning systems.

As set forth in Title 67, Chapter 7, Part 2, Other Minerals (sand, gravel, sandstone, chert, and limestone) severance tax is collected by the state on behalf of the local government with the Department of Revenue promulgating all regulations, administration and collection of this tax. The rate of the tax must be set by the county legislative body, but must not exceed statutory rates provided in 67-7-203, which is for the 2025-2029 Fiscal Years, \$.20/ton. All revenue from this tax is collected by the state and a portion thereof is retained to cover the expenses of administration and collection with the remaining amount being remitted quarterly to the county trustee. These revenues **shall** become a part of the county road fund, and shall be used for the construction, maintenance and repair of the county road system.

Smith County, Tennessee, did pass a resolution by 2/3 vote to increase their mineral severance tax and to allocate mineral tax revenue to the county road fund, general fund, or any other fund of the county. Ultimately this went through the house and the senate and after reviewing current and estimated future Mineral Severance Tax Revenue generated by Smith County the legislation required that collections of the aforementioned tax in Smith County be allocated to the county road fund rather than allowing the county to allocate such revenue at its discretion and the provision was deleted as recorded in HB0695/SB0889 effective April, 2025. *See attached schedule of severance tax revenue receipted by Anderson County over the last decade provided by the Anderson County Department of Finance.*

### Conclusion

The current statutory framework designates the allocation of the use of severance tax revenues in counties from coal and minerals, but not for oil and gas.

Specifically, coal severance taxes are allocated equally to the county's education systems and highway/stream cleaning efforts. According to Regina Copeland, Anderson County Trustee, Anderson County has not generated any revenue from coal severance tax since 2020, and in the years leading up to that the revenue was very minimal; therefore it may not be justifiable to take legislative action in an effort to reallocate such funds.

Mineral severance taxes are designated by statute for the county road fund. Based on this review and past efforts by Smith County through the General Assembly to reallocate mineral severance tax revenue, it is recommended to clearly outline how the revenue would be used if reallocated, and to estimate the projected revenue and determine if Anderson County Generates enough Mineral service tax revenue funds to justify legislative efforts at the state level for reallocation. *See attached schedule of severance tax revenue receipted by Anderson County over the last decade provided by the Anderson County Department of Finance.*

Importantly, as dictated by Tennessee Code (67-7-209), the local legislature does not possess the authority to override statutory allocations of coal or mineral severance tax revenue, as any conflicting local acts are repealed. The precedent set by legislative actions in Smith County, which attempted to allocate mineral severance tax revenues to broader county funds, was ultimately invalidated, reaffirming that any re-allocations require state-level legislative change.

Oil and gas severance taxes are primarily collected and allocated by the state, with approximately one-third directed to county revenues and deposited bi-annually in the county general fund. There is no statutory allocation for oil and gas severance tax and therefore allocation of this tax is under local authority.

Ultimately the Coal severance tax revenue stream does not justify efforts for legislative change regarding the allocation of the revenue. Mineral Severance tax revenue is significantly higher with potential for a significant increase under the new legislature providing scheduled tax rate increases for the next decade if passed by 2/3 vote of commission however, the allocation of mineral severance tax revenue is firmly set by statute and prior attempts have been rejected and repealed at the state level. Finally, the Oil and Gas Severance tax is currently deposited into the General Fund and has no statutory allocation.

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

101 S. MAIN STREET, STE. 310  
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CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

August 15, 2025

Robert W. Baird & Co., Inc.  
Milwaukee, Wisconsin

**VIA U.S. Mail & Email:**  
[Jesi.Harrell@bassberry.com](mailto:Jesi.Harrell@bassberry.com)  
Bass, Berry & Sims PLC  
900 S. Gay Street, Ste. 1700  
Knoxville, TN 37902

Re: Anderson County, Tennessee (the "Issuer") - \$10,000,000 Rural Elementary School Bonds,  
Series 2025 (the "Bonds")

Ladies and Gentlemen:

I have acted as counsel to Anderson County, Tennessee ("the Issuer") in connection with the issuance, execution, delivery and sale of the Bonds, authorized and issued by the Issuer pursuant to a bond resolution of the Issuer adopted on October 21, 2024, authorizing the Bonds (the "Authorizing Resolution"), and the sale of the Bonds by the Issuer to Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Underwriter") pursuant to a competitive bid award on July 24, 2025. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Authorizing Resolution.

In connection with this opinion, I have reviewed the following:

1. The Authorizing Resolution, and all public notices relating thereto.
2. Such other documents and matters of fact and law as I have deemed necessary in order to render the opinion set forth herein.

As to various issues of fact, I have relied upon statements and certificates of officers of the Issuer without independent verification or investigation.

Based on my examination, I am of the opinion, as of the date hereof, as follows:

1. The Issuer is a political instrumentality under the laws of the State of Tennessee, having all requisite power and authority and all necessary licenses and permits to own and operate its properties, to carry on its activities as now conducted and as presently proposed to be conducted and enter into and perform its obligations under the Authorizing Resolution.
2. The Authorizing Resolution has been duly and lawfully adopted by the Board of County Commissioners of Anderson County, Tennessee at a meeting duly and regularly noticed, called and held with

a quorum present and acting throughout, in compliance with Section 8-44-101, et seq., Tennessee Code Annotated, as amended, has not been amended, modified or supplemented and is in full force and effect.

I hereby certify that:

1. To the best of my knowledge, there is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment, collection or application of income or revenues of the Issuer or the pledge thereof to the payment of the Bonds pursuant to the Authorizing Resolution; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued; in any manner questioning or relating to the validity of the Bonds or the validity of the Authorizing Resolution; in any way contesting the corporate existence or boundaries of the Issuer or the title of its present officers to their respective offices; or contesting the powers of the Issuer or its authority with respect to the Bonds or the Authorizing Resolution, or any act to be done or documents or certificates to be executed or delivered in connection with any of them.

2. To the best of my knowledge, the execution and delivery of the Bonds, the adoption of the Authorizing Resolution, and the compliance by the Issuer with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the incorporating or governing documents of the Issuer or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the Issuer or its properties are subject.

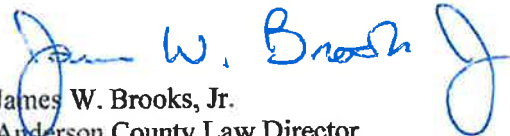
3. To the best of my knowledge, the Issuer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to its properties, operations, finances; and the execution of the documents, taking of the actions, and consummating the transactions described herein will not cause the Issuer to fail to be in such compliance.

4. I hereby certify that Terry Frank and Jeff Cole are the duly qualified, elected and acting County Mayor and County Clerk of the Issuer, respectively, and that Robert J. Holbrook is the duly qualified, appointed and acting Finance Director, with full power to act as such officials on behalf of the Issuer in connection with the execution and delivery of the Bonds.

5. No special, local or private act or legislation has been passed by the General Assembly of the State of Tennessee applicable to the Issuer affecting its power to issue the Bonds or pay the principal of, premium, if any, interest on the Bonds when due.

I express no opinion herein other than as to the law of the State of Tennessee. This opinion is rendered solely for your information in connection with the above-referenced transaction and may not be delivered or quoted to any other person or relied upon for any other purpose without my prior written consent.

Sincerely,

  
James W. Brooks, Jr.  
Anderson County Law Director

cc: Mayor, Terry Frank  
Jeff Cole, County Clerk  
Robby Holbrook, Finance Director  
Anderson County Board of Commissioners

JAMES W. BROOKS, JR.  
ANDERSON COUNTY LAW DIRECTOR

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CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

August 8, 2025

VIA E-MAIL TO: [mstephens@andersoncountyttn.gov](mailto:mstephens@andersoncountyttn.gov)

Mr. Mark Stephens  
Anderson County Election  
Commissioner  
100 N. Main Street  
Room 207  
Clinton, Tennessee 37716

**RE: Election Commission Meeting Minutes**

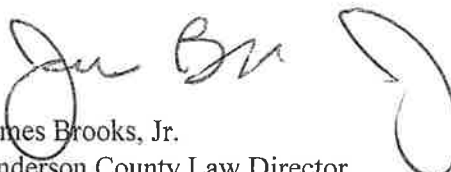
Dear Mark,

As we discussed, during their meeting on July 21, 2025, the Anderson County Commission approved a Motion, requesting a copy of the minutes of the Election Commission be provided to Annette Prewitt for inclusion in the monthly packet of documents distributed to Commission members on the Wednesday before the regular meetings of Commission which are held the 3<sup>rd</sup> Monday of each month.

I obtained a copy of the Election Commission minutes through April, 2025 from your web page. Per our conversation, I understand finalization of the minutes is a two-step process and the May 8, 2025 minutes are not yet available. As soon as the minutes are approved and signed by the Election commission's recording secretary, I would like to obtain a copy from you for myself and Annette Prewitt.

Finally, if your office maintains a distribution list for the minutes, in addition to posting them on your web page, please add Annette Prewitt and me.

Sincerely,

  
James Brooks, Jr.  
Anderson County Law Director

**Anderson County, Tennessee**  
**Board of Commissioners**

**RESOLUTION No: 25-08-12\_\_**

**RESOLUTION TO AUTHORIZE A TWEELEVE DOLLAR AND FIFTY CENT CHARGE  
BY THE CLERK OF EVERY COURT IN ANDERSON COUNTY HAVING  
JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE PURPOSES  
AUTHORIZED AND SET OUT IN T.C.A. § 40-3-106**

**WHEREAS**, upon adoption of an appropriate resolution by a county legislative body, T.C.A. § 40-3-106 makes it the duty of the clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

**WHEREAS**, under T.C.A. § 40-3-106 the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and

**WHEREAS**, the county legislative body in Anderson County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Anderson County, Tennessee, meeting in regular session at Clinton, Tennessee, on this 18<sup>th</sup> day of August 2025, that:

**SECTION 1.** The clerk of every court in Anderson County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government for the purpose of providing supplemental funding for the office of the district attorney general in this judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

**SECTION 2.** All costs collected by Anderson County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for the 7th judicial district;

**SECTION 3.** Anderson County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Anderson County under this Resolution are supplemental and in addition to any funds received under T.C.A. § 40-3-106 or under title 8, chapter 7 of the Tennessee Code Annotated, relative to district attorneys general;

**SECTION 4.** In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by T.C.A. §40-24-107 is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax; and

**SECTION 5.** This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

**ADOPTED, AND APPROVED** this 18<sup>th</sup> Day of August, 2025. This resolution shall take effect immediately upon the public welfare requiring same.

---

H. Tyler Mayes, Chair A.C. Comm.

---

Terry Frank, Mayor

ATTEST:

---

Jeff Cole, County Clerk



JAMES W. BROOKS, JR.  
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716  
[jbrooks@andersoncountyttn.gov](mailto:jbrooks@andersoncountyttn.gov)  
(865) 457-6290

MORGAN JONES, PARALEGAL  
[mjones@andersoncountyttn.gov](mailto:mjones@andersoncountyttn.gov)

CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

**MEMORANDUM**

**TO:** James W. Brooks, Jr. *reviewed and approved by JWB*  
**FROM:** Morgan Jones  
**DATE:** August 13, 2025  
**RE:** Boards and Committees Created by Statute

In response to questions brought by County Commissioners in recent meetings, I have researched and prepared the following information in regards to all boards and committees created by statute that Anderson County currently has.

**QUESTION**

Which boards and committees that are created by statute are mandatory for the county to in operation? Which boards or committees created by statute can either be abolished or combined with similar boards or committees?

**CONCLUSION**

There are eighteen (18) boards and committees that the County currently has that are created by statute. Of those eighteen (18) boards and committees, only ten (10) of them are mandatory. The remaining eight (8) are not mandatory but may still be extremely beneficial for the County to keep in operation.

**ANALYSIS**

**Adult Orientated Establishment Board**

The Adult Oriented Establishment Board is established by T.C.A. § 7-5-1120 and by T.C.A. § 7-51-1103. This board is **not mandatory** and is only able to be created in a county if there is a **2/3rds vote** to adopt the Adult-Orientated Establishment Registration Act of 1998. If the Adult-Orientated Establishment Registration Act of 1998 is adopted in a county the Board is required. The only way to abolish this board is to repeal the adoption of the 1998 Act by a 2/3rds vote of the county legislative body.

**Agricultural Extension Committee**

The Agricultural Extension Committee is established by T.C.A. § 49-50-104. This board is **mandatory** for counties to have if they are cooperating with the University of Tennessee extension. The

only way to abolish this committee would be to cease cooperation with this extension. The plans for the cooperation are “arranged by county mayors” (T.C.A. § 49-50-105). Therefore, the mayor would have to cease the cooperation, but that would also take away the benefits received from the program.

### **Beer Board**

The Beer Board is established by T.C.A. § 57-5-105 and more importantly **T.C.A. § 57-5-605**. Under the T.C.A. § 57-5-605 the Beer Board itself is **not mandatory**. T.C.A. § 57-5-605(e)(1) states “as used in this subsection, (e) “beer board” means the local legislative body **or** committee appointed by the local legislative body having authority to issue licenses or permits under this chapter.” The Beer Board Committee could be abolished and instead the county commission could take over the issuing of beer permits and making sure business are following the rules and regulations.

### **Board of Health**

The County Board of Health is established by T.C.A. § 68-2-601. The county Board of Health is **not a mandatory** board for a county to have. In the event that a county does not have a Board of Health, then T.C.A. § 68-2-802 states that “the commissioner of health may establish a health advisory committee to function as provided.” In T.C.A. § 68-2-601, if the county legislative body elects to have a county health board, the continuing subsections of the statute have mandatory conditions in concern to the elective board (such as who can be members and their terms limits etc.).

### **Board of Zoning Appeals and Planning Commission**

The county Board of Zoning Appeals is established by T.C.A. § 13-7-106. Under this statute the “county legislative body of any county which enacts zoning regulations under the authority of this part **shall** create a county board of zoning appeals.” The statute is referring to T.C.A. § 13-7-101 when it states “this part” in that every “county legislative body of any county is empowered, in accordance with the conditions and procedures specified in this part to regulate...” (T.C.A. § 13-7-101). Another important function of the Board of Appeals and Planning Commission is seen in the court case Anderson County v. Remote Landfill Services, Inc., 833 S.W.2d 903, 1991 (Tenn. Ct. App.). The Court of Appeals determined that the BZA and Planning Commission for the county do have the correct administrative powers delegated to approve the development of the landfill, thus negating the need to go in front of county legislative body.

### **Civil Service Board**

The county Civil Service Board is established in part by T.C.A. § 8-8-401, § 8-8-402 and § 8-8-404. The first 2 sections have to do with the County Sheriff’s Civil Service Law of 1974. This law creates the Civil Service Board and in T.C.A. § 8-8-402(a) the statute states that this law becomes effective upon the contingency of a 2/3<sup>rd</sup> majority vote of the county legislative body. Once this law is adopted by a county a civil service board is **mandatory**. However, T.C.A. § 8-8-402(c) states that “a county that has adopted this part pursuant to subsection (a) may rescind such adoption by a 2/3<sup>rd</sup> vote of the county legislative body.

### **Conservation Board**

The county Conservation Board is established by T.C.A. § 11-21-102. This board is **not mandatory**. The way the board is established and becomes **mandatory** in a county is through a public vote from county residents. There are 3 methods listed in this statute for a county to create a conservation board. First method is there must be a petition made by at least 200 hundred qualified voters to the

legislative body for there to be posed a question to voters in the next election, whether or not a county conservation board "shall" be created. If the majority of votes in the election vote yes, then it becomes **mandatory** for a conservation board to be established within **60 days** of the election.

A second way to establish the conservation board by T.C.A. § 11-21-102 is that the county legislative body may by a majority vote from all its members create a board (and they can do this without a petition or referendum).

The third and last method is any county who has a population of more than 287,000, according to the 1980 federal census, may adopt chapter 24 of this title, for the creation and effective management of a parks and recreation department. In order for a county to create a parks and recreation department, there must be Resolution accepted and approved by a 2/3<sup>rd</sup> vote.

### **Community Corrections Advisory Board**

The county Community Corrections Advisory Board is established by T.C.A. § 40-36-201. While this board is not technically mandatory, however if the county does not have this board they will not be eligible for funding. The only way to qualify for the funding under chapter 36 of title 40, there "**shall** be a local community corrections advisory board established by the county legislative body. The rest of the statute goes on to describe what the board does and how it should be run and who the members shall be.

### **Emergency Communications District Board**

The county Emergency Communications District Board is established by T.C.A. § 7-86-105. This board is **not mandatory**. The statute says the **district** is created "upon approval by a majority of voters within the area of the proposed district, the legislative body **may** establish the board." Therefore, not only do we need a majority approval from eligible voters, the commission then has to decide whether or not they want to establish the district or not. If the **district** is established by the voters and commission, the **board becomes mandatory**.

### **Board of Equalization**

The county Board of Equalization is established by T.C.A. § 67-1-401. In the statute, it states that "the county legislative body of each county **shall** at the April session of each even year." The statute does state in §67-1-401(b) that "if the county legislative body fails to elect anyone to the board, **then the county mayor shall** appoint the members of the board.

### **Industrial Development Board & Health, Educational and Housing Facilities Corporation Board**

The county Industrial Development Board and the Health, Educational, and Housing Facilities Corporation Board is established by T.C.A § 7-53-301. This board is **mandatory**. "The corporation **shall** have a board of directors." The board of directors make their nominees (and according to the statute there can be no less than **seven** members and the members cannot be an officer or employee of the municipality) and confirmed/ratified by the legislative body.

### **Library Board**

The county Library Board is established by T.C.A. § 10-3-103. The library board is **mandatory** for the county to have by statute. The board "**shall** appoint a board with of either 7, 9, or 11 members and not more than 1 official each of the county and city governing bodies may serve on the board." In the statute T.C.A. § 10-3-104 the powers and regulations of the board are laid out. The members of the board

elect the officers and adopt their own bylaws and regulations. According to the statute, the county's sole legislative member of the board is not automatically bestowed the chairman position of the board. The chairman must be elected by members of the board.

### **North East Railroad Authority**

The Northeast Railroad Authority is established by T.C.A. § 64-2-101 and T.C.A. § 64-2-104. This Board is **mandatory** under this statute. Statute number **101** states "**there is hereby created the North East Tennessee Railroad authority** in the counties of **Anderson**, Campbell, and Scott." T.C.A. § 64-2-104 outlines what and how the board should look like. Membership of the board consist of the county mayors from every county that is a member of the authority, and one member of each county's legislative body. These 2 members are **mandatory**.

### **Public Records Commission**

The county Public Records Commission is a **mandatory** commission that is established by T.C.A. § 10-7-401. The statute states that "in order to provide for the orderly disposition of public records created by agencies of county governments **shall** create a public records commission." The statute goes on to further state that the commission must have at least **six** members, and that the county mayor appoints **3** of the members with County Commission approval. **One** of the mayor's appointees must be a member from the legislative body. **Second** appointee must be a judge from one of the county's courts, and the **third** appointee must be a genealogist.

### **Regional Solid Waste Planning Board**

The county Regional Solid Waste Planning Board is established by in part by T.C.A. § 68-211-813. In the statute this board is **mandatory** and must also be created by "resolutions of the respective county legislative bodies by December 12, 1992."

### **Tourism Council Board**

The county Tourism Council Board is **not a mandatory** board that the county must have. According to T.C.A. § 5-9-201 through 203, there is not once mentioned a tourism board. Instead what is stated in T.C.A. § 5-9-201(b) "the county legislative body or other governing body of each county is authorized in its discretion to appropriate moneys from the general funds of such county for tourist promotion." While the board is not mandatory for the county to have it is recommended to keep the board and all its members so the tourism funds and advertising are allocated efficiently and fairly.

### **Audit Committee**

The county Audit Committee is established by T.C.A. § 9-3-405. According to this statute the state **encourages** the creation of this committee, however they do not mandate it. **However**, the statute goes on to say that the comptroller **may require** that an audit committee be established. Commission would need to first see if the comptroller requires our county to have the committee before any discussion begins on the keeping of this committee.

### **Resale of Purchased Delinquent Tax Land Committee**

Lastly, the county Resale of Purchased Delinquent Tax committee is not **mandatory**. The resale of these properties is governed by T.C.A. § 67-5-2507.

**CORRECTED OPIOID SERVICE PROVIDER AGREEMENT  
BETWEEN**

**THE COUNTY OF ANDERSON  
AND  
RT TN PROPERTIES, LLC f/b/o FOUNDATION HOUSE**

**THIS AGREEMENT** made and entered into by and between **Anderson County** a political subdivision of the State of Tennessee, (hereinafter referred to as the "County"), and **Rt TN Properties, LLC**, a Tennessee Limited Liability Company f/b/o **Foundation House, 1105 Dutch Valley Road Clinton, TN 37716** (hereinafter referred to as the "Recipient"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

**RECITALS:**

**WHEREAS**, the County has received and will continue to receive funding from defendants of the national opioid litigation (the "Opioid Litigation") and the resulting settlement of which the County was a participant. The County's claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until 2038 ("Settlement Payments"). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

**WHEREAS**, the County has established a local Opioid Advisory Committee (hereinafter referred to as "the Committee") to make recommendations as to the use of the settlement payments; and

**WHEREAS**, based on the recommendations of the Committee, the County has determined to grant funding to the "Recipient" and the funding will be directed to the **Transportation & Housing Assistance Program** used to **provide safe, reliable transportation to men at the Foundation House and offer rental assistance scholarships to house manager and eligible residents** ("the Program"). Funding will be provided in amount not to exceed sixty thousand and 00/100 Dollars (\$60,000.00) (the "Award Amount"); and

**WHEREAS**, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses; and

**WHEREAS**, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part

of the County, and will be the sole responsibility of the Recipient; and

**WHEREAS**, the Recipient is a qualified and experienced provider of the services herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Term and Termination.** This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.
  - a. **Term.** This Agreement shall commence on July 1, 2025, and continue until June 30, 2026.
  - b. **Termination.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.
2. **Scope of Services.** The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.
3. **Compensation.** It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount.

Grant. The County shall pay the Recipient \$60,000.00 (Award Amount) for the costs necessary for or incidental to the performance of work as set forth in Exhibit A. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement shall not exceed the Award Amount. Any costs of the program and services in excess of the Award Amount shall be the sole responsibility of the Recipient.

**Payment by the County to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the County.**

4. **Future Funding.** County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. **Recipient Monitoring and Reporting.** Within ten (10) calendar days of providing notice, to the extent permitted by applicable privacy laws, the County and its authorized representatives or designees have the right to inspect all physical Program locations, to inspect Recipient's records related to the Agreement, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate, provide reasonable assistance, and produce or compile any information reasonably requested. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded.

Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

6. **Right of Audit.** The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.
7. **Compliance with the Law.** The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
8. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Tennessee, without regard to any Tennessee choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by, Federal law. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Tennessee Courts whose jurisdiction and venue shall be established in accordance with the statutes and Rules of Court of the State of Tennessee. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Tennessee, in the district and division in which the County is located.
9. **Independent Contractor.** It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall



in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

10. **Non-Discrimination.** The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

11. **Indemnification and Hold Harmless.** The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement and the approved List of Opioid Remediation Uses such that the County is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

12. **Insurance.** The Recipient shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Tennessee and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- a. **Required Coverage.** Commercial Liability of \$1,000,000 and Professional Services Liability of 1,000,000.

b. **Proof of Insurance.** The Recipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

13. **Waivers; Remedies.** No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all the funds previously received pursuant to this Agreement.

14. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.
15. **Assignment or Subcontracting.** The Recipient shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement without the express written consent of the County.
16. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
17. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
18. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.
19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have

terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

20. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.
21. **Non-Beneficiary Contract.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.
22. **Notice.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County:

Honorable, Terry Frank, County Mayor  
100 North Main Street  
Room 208  
Clinton, Tennessee 37716

If to Recipient:

RT TN Properties LLC  
Fbo Foundation House  
124 Luke Leinart Lane  
Rocky Top, TN 37769

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

24. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN**

---

**Anderson County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Recipient**

RT TN Properties Fbo  
Foundation House

By: Chris Tackett

Signature

Name:   
(Print or Type)

Title: Managing Member  
(Print of Type)

## **Exhibit A Scope of Work**

### **Approved project activities include:**

- Purchase passenger van to provide transportation to Foundation House residents
- Provide scholarship to house manager to cover one year of rent at the Foundation House
- Provide scholarships to 19 eligible men to cover the first two months of rent at the Foundation House
- Continuously log and monitor scholarship expenditures to evaluate the rental assistance program
- Submit quarterly reports on programming utilizing template provided on:
  - September 30, 2025
  - January 30, 2026
  - April 30, 2026
  - July 30, 2026

### **Approved budget:**

<b>Expense</b>	<b>Cost</b>	<b>Quantity</b>	<b>Total Cost</b>
15-passenger van	\$26,684.50	1	\$26,684.50
Other van expenses (registration, tags, insurance, Maintenance)	\$3,315.50	1	\$3,315.50
House manager rental assistance	\$600/mo	12 months	\$7,200.00
Resident rental assistance	\$600/mo	2 months x 19 men	\$22,800.00
<b>Project total</b>			<b>\$60,000.00</b>



**Anderson County Opioid Board**  
**FY 2025 Opioid Settlement Funding Quarterly Report**

**Agency Name:** Foundation House

**Name of Reporting Individual:**

**Date Report Submitted:**

Organizations should provide **quarterly progress reports** to the Anderson County Opioid Settlement Committee at [opioidfunds@andersoncountyttn.gov](mailto:opioidfunds@andersoncountyttn.gov). All sections of this document must be completed in full to meet the reporting requirements. Please attach a quarterly invoice to this document. Reports will be due 30 days after each project quarter:

- 1<sup>st</sup> Quarter due September 30, 2025
- 2<sup>nd</sup> Quarter due January 30, 2026
- 3<sup>rd</sup> Quarter due April 30, 2026
- 4<sup>th</sup> Quarter due July 30, 2026

**Report Period:**

- ☐ 1<sup>st</sup> Quarter July -- September      ☐ 2<sup>nd</sup> Quarter October-December
- ☐ 3<sup>rd</sup> Quarter January-March      ☐ 4<sup>th</sup> Quarter April-June

**Quarterly Summary:**

*Type to provide responses to each of the following inquiries. Only provide information for the corresponding quarter.*

1. Staff working on the project:
2. Community partners involved with the project:

3. Challenges and barriers experienced within the associated timeframe:
4. Successes experienced within the associated timeframe:
5. Anticipated next steps:
6. Strategies addressed from the Remediation List ([found here](#)). *Please list the strategy, section number, and how your activities address the corresponding strategies.*
7. Number of Anderson County residents served with settlement funding:

**Quarterly Performance Measures:**

*Type in text boxes to complete the table for each approved activity. Please add rows as necessary and only provide information for the corresponding quarter.*

ACTIVITY 1: Purchase passenger van to provide transportation to Foundation House residents	
Vehicle details	
Performance indicator	Response
Vehicle purchased? (Yes/No)	
Vehicle description (Make/Model, etc.)	
Total cost	
Plans for remaining funds, if any	
Client transportation	

Performance indicator	Response
Number of transports requests	
Number of transports provided	
Number of clients served	
Total mileage	
Activity Narrative (please provide any additional information necessary):	

ACTIVITY 2: Provide scholarship to house manager to cover one year of rent at the Foundation House	
Performance Indicator	Response
Did the house manager receive the rental assistance scholarship? (Yes/No)	
If no, please provide reason	
If yes, please provide the date funds were granted and the total amount	
Activity Narrative (please provide any additional information necessary):	

ACTIVITIES 3 - 4: Provide scholarships to 19 eligible men to cover the first two months of rent and continuously log/monitor scholarship expenditures to evaluate the rental assistance program	
Rental Assistance Scholarships	
Performance Indicator	Response
Number of scholarship recipients during this quarter	
Total scholarship funding granted during this quarter	
Rental Assistance Evaluation	
Performance Indicator	Response
Number of scholarships logged	
Scholarship outcomes/key findings	
Activity Narrative (please provide any additional information necessary):	



Anderson County Board of Commissioners  
**OPERATIONS COMMITTEE**  
**MINUTES**  
**August 11, 2025**  
**6:00 PM Room 312**

**Members Present:** Tim Isbel, Tracy Wandell, Joshua Anderson, Ebony Capshaw, Michael Foster, Stephen Verran and Phil Yager.

**Members Absent:** Robert McKamey

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

Chairman Isbel said the prayer.

Commissioner Wandell led the Pledge of Allegiance

Commissioner Wandell made a motion to approve the agenda as presented. Second by Commissioner Capshaw. Motion passed.

Appearance of Citizens  
None

**Mayor**  
No Report

**Law Director's Report**  
Mineral Severance Tax to be addressed at a later date.

Commissioner Foster made a motion to approve Resolution No. 25-08-1224 Authorizing Anderson County to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements. Second by Commissioner Wandell. Motion passed to forward to full commission for approval.

Commissioner Yager made a motion to approve a Resolution to Authorize a Twelve Dollar and Fifty Cent (\$12.50) Charge by the Clerk of Every Court in Anderson County Having Jurisdiction of State Misdemeanors and Felonies. Second by Commissioner Capshaw. Motion passed to forward to full commission for approval.

Commissioner Wandell made a motion to allow the Law Director to seek direction from the District Attorney or State Representative on how to proceed with getting access to the family cemeteries in question. Second by Commissioner Capshaw. Motion passed to forward to full commission for approval.

**State Route 170 / Edgemoor Road Update**

Commissioner Wandell made a motion to enter the email received from Marlena Gore, Project Manager, TDOT/Region One Project Management, to the minutes. Second by Commissioner Capshaw. Motion passed to forward to full commission for approval.

**Clean Water Update for Rosedale Community**

No Action Taken.

**HR Social Media Policy Review**

No Action.

**Citizens for Animal Advocacy in Anderson County (CAAAC)**

Commissioner Wandell made a motion to defer for 30 days and add the packet to the minutes for all commissioners. Second by Commissioner Capshaw. Motion passed.

**ACWA Minutes**

No Report.

**Strategic Planning Update**

Next meeting will tentatively be the first or second Friday in November.

**Unfinished Business**

Discussion about robo calls with Representative Scarbrough.

No Action.

**New Business**

None.

**With No Further Business- Meeting Adjourned**

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

101 South Main Street, Suite 310  
CLINTON, TENNESSEE 37716

TELEPHONE: (865) 457-6290  
FACSIMILE: (865) 457-3775

**MEMORANDUM**

**TO:** Ms. Annette Prewitt  
**CC:** Operations Committee  
**FROM:** Law Director's Office  
**DATE:** August 6, 2025  
**RE:** Law Director's Report –August 11, 2025 – Operations

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**Please add the following to the Operations Committee Agenda under the Law Director's Report.**

**A. Contract Approvals:**

1. 3C- Detention Facility
2. Ellison- Detention Facility
3. Kellwell- Detention Facility
4. My Government Online Software- Mayor's Office & Planning & Development
5. Norvex- Detention Facility
6. Knox County Medical Examiner- Renewal
7. Euna Solutions Grant
8. Attendance on Demand
9. UT Medical Center Home Care Services- EMS
10. Mark Brown- EMS
11. Brian Rozmus- EMS
12. Devin Burnett- EMS
13. Scott Prosis- EMS
14. Scott Thomas- EMS
15. Studio Four Design- Mayor's Office
16. Ryan Herrin- Property Assessor

**B. Anderson County Zoning Violations:**

Newly Opened:

1. 351 Old Lake City Highway
2. 112 Princess Lane

3. 120 Moretz Lane

Closed:

1. 350 Longmire Rd.
2. 120 Moretz Lane

Newly Filed:

1. 272 Clear Branch Road
2. 149 Black Oak Road

Motion for Default Judgment:

1. 438 Old Fratersville Hollow Lane- Filed June 26, 2025. Granted on July 28, 2025.  
Defendant has 30 days to get the property into compliance.

Motion for Trial Date:

1. 301 Old Lake City Highway- Trial date to be scheduled for 90 days out.
2. 359 Old Lake City Highway- Trial date to be scheduled for 90 days out.
3. 774 Hillvale Road- Will be scheduling for a trial date for 90 days out.

Contempt:

1. 1824 Lake City Highway- Petition and Show Cause filed on June 4, 2025. Hearing set for July 7, 2025. Hearing was postponed, Defendant was served with Summons late. Hearing rescheduled for August 8, 2025.

Liens:

1. 222 Old Tacora Hills Road- daily fine of \$100 beginning May 24, 2024.
2. 230 Haney Hollow Road- daily fine of \$100 beginning August 26, 2024.
3. 177 Scott Brogan Lane- daily fine of \$50 beginning December 9, 2024.

Pending Quotes for Cleanup:

1. 230 Haney Hollow Road- no quote, Zoning office advises that clean-up is cost prohibitive.
2. 222 Old Tacora Hills Road- no quote, Zoning office advises that clean-up is cost prohibitive.
3. 177 Scott Brogan Lane

**C. Bankruptcies:**

1. Bailey- Order of Discharge Chapter 7
2. Walker- Notice of Chapter 7 Filing
3. Dubois- Order of Chapter 13
4. Purdue Pharma- Notice of Hearing
5. Rutherford- Order of Discharge Chapter 13
6. Genesis Healthcare- Notice of Chapter 11.
7. Genesis Healthcare- Interim Order Authorizing Debtors to Pay.

8. Genesis Healthcare- Notice of Final Hearing on First Day Motions
9. Sewell- Motion to Modify Chapter 13
10. Purdue Pharma L.P.- Notice of Hearing for Chapter 11
11. Chandler- Order of Discharge Chapter 7

**D. Other:**

1. Assisted Planning & Development with pool company incorrectly telling their customers that they do not need a permit to install a swimming pool in the county.
2. Sent Robocall and Windrock cemetery letters.
3. Open Records Request
4. Severance Tax Memo
5. Opioid Resolution No. 1224
6. Revision of ACSO Cpl. and Sgt. Promotional Exams
7. CSX Lawsuit
8. Law Director Form of Opinion for \$10,000,000.00 Rural Elementary School Bonds
9. Election Commission Minutes –Research and preparation of letter to Commissioner regarding minutes being provided to Annette in time for County Commission Agenda
10. ACDF Work Release Program Approval
11. Resolution Proposed by Dave Clark to assess fees in accordance with T.C.A. § 40-3-106

**F. Litigation Updates:**

1. Pro-Vision- Filed Amended Complaint on 4/9/25. Defendant's Motion to Dismiss was denied on 7/11/25. We will proceed to the discovery phase in this case.
2. Rick Schubert v. Terry Frank- Filed a Motion to Dismiss on 5/15/25 that is set to be heard on 8/18/25.
3. Zayo v. AC Commission, ACS, & AC Purchasing- attended June 18, 2025, hearing in which Writ of Supersedeas was set aside. Filed Motion to Strike allegations in Plaintiff's Complaint on 7/2/25. Scheduling Order was entered as follows:
  - 8/27/25, deadline for Plaintiff's Brief;
  - 9/15/25, deadline for Defendants Response;
  - 9/22/25, Pre-Trial Conference;
  - 9/23/25, deadline for Plaintiff's Reply Brief;
  - 10/2/25, hearing on Plaintiff's Writ of Certiorari in Chancery at 1:00 p.m. I encourage Commission members to attend.
  - Filed our Answer on July 24, 2025.
4. Samuel Marra v. ACSO et. al- Deposition of Samuel Marra took place on 6/27/25. Jeff Ward, counsel for ACSO reports that Summary Judgment was granted in favor of ACSO. Defendant has until 8/13/25 to appeal.

5. Dotson, Dylan v. AC- Counsel for AC reports that Summary Judgment was granted in favor of AC. Defendant has until 8/13/25 to appeal.
6. Shane Dietlin v. Kirk, et al.– forwarded to insurance claims representative for assignment to insurance defense counsel-Alix C. Michel, of Michel & Ward – retained to represent Defendant, Kirk – We will continue to monitor status. One named Defendant was non-suited out by Plaintiff.
7. Nathan Partin v. ACSO, et al. – Complaint filed in U.S. District Court on 7/1/25, forwarded to insurance claims representative. Insurance defense counsel is Dan Pilkington. We will continue to monitor status.
8. National Opioid Settlements. Anderson County must decide whether or not to participate by October 8, 2025. *See proposed Resolution No. 1224 attached.*

# **Anderson County, Tennessee**

## **Board of Commissioners**

### **RESOLUTION No: 25-08-1224**

#### **A RESOLUTION AUTHORIZING ANDERSON COUNTY TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS**

**WHEREAS**, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Anderson County, Tennessee.

**WHEREAS**, Anderson County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

**WHEREAS**, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned in re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

**WHEREAS**, Anderson County has previously joined settlements with multiple pharmaceutical distributors, manufactures, and retail pharmacies;

**WHEREAS**, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the “Purdue Settlement”);

**WHEREAS**, Anderson County finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community;

**WHEREAS**, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112<sup>th</sup> Tennessee General Assembly as it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

**WHEREAS**, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114<sup>th</sup> Tennessee General Assembly as it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements become effective;

**WHEREAS**, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”);

**WHEREAS**, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

**WHEREAS**, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed Purdue Settlement and Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

**WHEREAS**, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ANDERSON COUNTY, TENNESSEE,**

**Section 1.** That Anderson county finds that the amendments to the Tennessee Plan are in the best interest of Anderson County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

**Section 2.** That Anderson County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

**Section 3.** That the Anderson County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit “B” and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

**Section 4.** That the Anderson County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Anderson County’s agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

**Section 5.** That the Anderson County Mayor is authorized to take such other action as necessary and appropriate to effectuate Anderson County’s participation in the Tennessee Plan and these settlements.

**Section 6.** This Resolution is effective upon adoption, the welfare of Anderson County, Tennessee requiring it.

**RESOLVED, AND APPROVED** this 18<sup>th</sup> Day of August, 2025. This resolution shall take effect immediately upon the public welfare requiring same.

\_\_\_\_\_  
H. Tyler Mayes, Chair A.C. Comm.

\_\_\_\_\_  
Terry Frank, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Cole, County Clerk



## **Tennessee State-Subdivision Opioid Abatement Agreement**

### **I. Definitions**

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112<sup>th</sup> Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

## **II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation**

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

## **III. Allocation of Funds in the Distributor/J&J Settlements**

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”<sup>1</sup> Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.<sup>2</sup> Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.<sup>3</sup> Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

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<sup>1</sup> “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

<sup>2</sup> Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

<sup>3</sup> These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.<sup>4</sup> The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

#### **IV. Allocation of Funds for other Statewide Opioid Settlement Agreements**

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.<sup>5</sup> Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

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<sup>4</sup> For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

<sup>5</sup> For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

## **V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans**

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.<sup>6</sup>

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

## **VI. No Application to Other Funds**

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

## **VII. Adoption and Amendment of Agreement**

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

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<sup>6</sup> For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. **Adoption of Agreement.** This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. **Population Percentage Calculation.** Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. **Amendment of Agreement.** This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

## **VIII. Effect of Agreement**

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

## **Exhibit A: County Allocation for Opioid Abatement Fund**

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

**A. County Allocation Data.** The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.
2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.
3. Opioid sales as measured by morphine milligram equivalents ("MME"). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.
4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

**B. Weighting of Data.** In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

**C. Updating of Allocations.** The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

**D. Allocation Process.** The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

**E. Holdback Share.** It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county's population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds



allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

**F. Initial County Allocation Percentages.**

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Tennessee Opioid Abatement Fund  
Initial County Allocation Percentages

Posted 11/5/21

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Tennessee Opioid Abatement Fund  
Initial County Allocation Percentages

Posted 11/5/21

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Tennessee Opioid Abatement Fund  
Initial County Allocation Percentages

Posted 11/5/21

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

**Summary of 2023 Amendments  
to Tennessee State-Subdivision Opioid Abatement Agreement**

In addition to being asked to join five new settlements, Tennessee local governments are also being asked to approve amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. There are three proposed amendments, which are summarized below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the three amendments. The full text of the proposed amendments can be found on the following page.

**Summary of Amendment 1:**

This amendment simply applies the terms of the State-Subdivision Agreement to the five new settlements with Allergan, Teva, CVS, Walgreens, and Walmart. This will ensure that the structure and procedures that apply to the prior settlements with the three national pharmaceutical distributors and Johnson & Johnson will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

**Summary of Amendment 2:**

Under the State-Subdivision Agreement, Subdivision Fund allocations for non-litigating municipalities with populations under 30,000 are directed to the counties. Consequently, these municipalities do not receive direct payments, but the money stays with the community. (This provision would continue to apply with the new settlements.) The current language of the provision also places a restriction on the use of the redirected funds, treating the redirected funds like money from the trust fund and unlike the other Subdivision Fund direct payments the county is receiving from the national administrator. This restriction would require a substantial amount of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

**Summary of Amendment 3:**

The third amendment applies the State-Subdivision Agreement to funds from the Endo International plc bankruptcy. Since the Agreement was first negotiated, a group of East Tennessee counties and municipalities reached a settlement with the company, which later filed for bankruptcy. The amendment applies the bankruptcy provisions of the Agreement to Endo funds paid into the State's trust fund, including the provision to direct 35% of the funds to the counties. However, as the previously settling counties have had a substantial recovery from Endo, the amendment does not provide those nine counties a direct allocation. The amendment makes clear that the nine counties would be eligible to receive some of the remaining Endo funds as well as funds from other settlements.

**Following Page: Text of Amendments**

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

## **Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments**

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

### **Amendment 1:**

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

### **Amendment 2:**

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

### **Amendment 3:**

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

### **Note on adoption of amendments:**

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

## **Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments**

In addition to being asked to join the new Kroger settlement, Tennessee local governments are also being asked to approve two amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. We summarize these proposed amendments below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the two amendments. This is the same process used to approve Amendments 1-3 last year.

The full text of the proposed amendments can be found on the following page.

### **Summary of Amendment 4:**

This amendment applies the terms of the State-Subdivision Agreement to the new settlement with Kroger. This amendment ensures the structure and procedures that apply to prior opioid settlements with the three national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlement. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

### **Summary of Amendment 5:**

This amendment adds language in the State-Subdivision Agreement to directly address what happens when a settlement uses the subdivision allocation list in the Janssen Settlement's Exhibit G or another prior opioid agreement. The current language in Section III.E.2, which involves reallocating settlement funds from certain municipalities to their respective counties, could potentially be misinterpreted to apply when allocation lists from prior agreements are used in new settlements. (The Janssen Exhibit G subdivision allocation list is used in the Kroger agreement and in the five settlements approved last year.) This amendment clarifies that when a settlement adopts Janssen Exhibit G or another prior opioid allocation list, there is no need for additional adjustments based on Section III.E.2. (The amendment does not limit a municipality's ability to direct its payments to its county if it chooses to do so.)

### **Following Page: Text of Amendments**

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

## **Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments**

The Tennessee State-Subdivision Opioid Abatement Agreement, initially amended in 2023 with three amendments, is further amended as follows:

### **Amendment 4:**

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should it become effective:

- A. Kroger Settlement Agreement

### **Amendment 5:**

To clarify that when a future settlement adopts the subdivision allocation in Exhibit G from the J&J/Janssen Settlement Agreement or another prior settlement there is no need to make additional adjustments pursuant to Section III.E.2, the following sentence shall apply as if it were added to the end of footnote 5 on page 4 of the agreement:

Additionally, should a future settlement adopt, as a default provision, the subdivision allocation list in Exhibit G from the J&J/Janssen Settlement Agreement or another prior opioid settlement agreement, then such list of Tennessee subdivisions shall be the default subdivision allocation list for that future settlement, and there is no need to make additional adjustments pursuant to Section III.E.2.

### **Note on adoption of amendments:**

Amendment 4 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendment 5 shall be effective if approved as set forth in Section VII.D of the Agreement.



**Tennessee State-Subdivision Opioid Abatement Agreement:  
Summary of 2025 Amendment 6**

In addition to being asked to approve a bankruptcy plan for Purdue Pharma and to join a settlement to resolve claims against the Sackler family, Tennessee local governments are being asked to amend the Tennessee State-Subdivision Opioid Abatement Agreement to have the Agreement apply to the Purdue bankruptcy plan and Sackler family settlement. The proposed amendment is summarized below. The participation packet for the Purdue bankruptcy and Sackler settlement being sent to counties and qualifying municipalities by the national settlement administrator, Rubis, will also include a form to approve the amendment. This process for amending the State-Subdivision Agreement is the same as it was for amendments 1-5, which were approved in 2023 and 2024.

(Note: Separate from the materials related to the Purdue/Sackler settlement, this summer local governments will also be asked to join settlements with eight smaller-volume opioid manufacturers. At that time, subdivisions will be able to approve Amendment 7 to the State-Subdivision Agreement, which applies the terms of the Agreement to those settlements. Information on those settlements and Amendment 7 will be provided separately.)

**Summary of Amendment 6:**

The original and current language in the State-Subdivision Agreement describes the Purdue bankruptcy plan as an example of “Joint Abatement Bankruptcy Plans,” which are addressed in Section V of the agreement. Section V allocates all funds received for abatement programs to the Tennessee Opioid Abatement Fund, rather than being split among the Abatement Fund, the State’s General Fund, and the Subdivisions. For other reasons, last year the U.S Supreme Court voided the Purdue bankruptcy plan that existed at the time the State-Subdivision Agreement was drafted. The new bankruptcy plan takes a different approach in resolving the claims against the Sackler family. This new structure includes an agreement with the Sacklers, the Governmental Entity & Direct Settlement Agreement (“GESA”), that generally follows the settlement agreements with distributors, pharmacies and manufacturers that are defined as “Statewide Opioid Settlement Agreements” in the State-Subdivision Agreement. To address this change, Amendment 6 has abatement/remediation funds from the GESA and the Purdue estate distributions allocated pursuant to Section IV.A, so they will be disbursed the same way as funds for Statewide Opioid Settlement Agreements. The effect of the change is that all Tennessee remediation funds from the Sacklers and Purdue estate disbursements will be split 70% to the Opioid Abatement Fund, 15% to the General Fund, and 15% to the Subdivisions.

**Following Page: Text of Amendments**

On the next page is the text of Amendment 6, set out as it should appear in the Purdue settlement packet from the national administrator.

**Tennessee State-Subdivision Opioid Abatement Agreement – 2025 Amendments**

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

**Amendment 6:**

If the overall resolution of claims against Purdue Pharma and the Sackler family includes a Statewide Opioid Settlement Agreement (such as the Governmental Entity & Direct Settlement Agreement (“GESA”)), then allocation of all abatement/remediation funds received for these claims shall be pursuant to Section IV.A of the Agreement, not Section V. Specifically, notwithstanding the references to Purdue in Section V and elsewhere in the initial Agreement language (which referred to a prior bankruptcy plan that is now void), abatement/remediation funds received pursuant to the GESA and pursuant to Purdue estate distributions (which are also addressed by the GESA) shall be allocated pursuant to Section IV.A. of the Agreement.

**Note on adoption of amendment:**

Amendment 6 shall be effective if approved as set forth in both Section IV.B.2 and VII.D of the Agreement.




**DAVE CLARK**  
DISTRICT ATTORNEY GENERAL

SEVENTH JUDICIAL DISTRICT  
STATE OF TENNESSEE  
101 SOUTH MAIN STREET, SUITE 300  
CLINTON, TENNESSEE 37716

PHONE (865) 457-5640  
FACSIMILE (865) 457-9352  
[www.attorney-general.com](http://www.attorney-general.com)



**MEMORANDUM**

TO: Jamie Brooks, Law Director  
FROM: Dave Clark   
RE: Proposed Anderson County Resolution  
DATE: July 18, 2025

This past legislative session the Tennessee Legislature and Governor recognized a need to create additional funding for District Attorneys General across the state to cover incidental expenses unique to the needs of their district. This could include expert witness fees, specialized training, security needs, public education materials and other needs as they arise. They wanted a solution that did not require the Legislature to act on each individual need nor require appropriations or a tax increase. As a result, they authorized a \$12.50 cost on misdemeanor and felony cost bills to address these public safety needs. In order for the collection of the fund to begin, it requires a 2/3 approval of the County Legislative Body. I have drafted a proposed resolution for this purpose and for your consideration and that of the County Commission.

The use of these funds must be reported by me each year to the District Attorney General's Conference and from there to the Senate Judiciary and Finance Committee chairpersons as well as the House Criminal Justice Subcommittee and Finance Committee chairpersons. So, there is oversight already in place for use of these funds.

I am, of course, happy to answer any questions you or the Commission may have. I would be grateful if you would submit this or your version of this Resolution to the County Commission for its consideration.

**RESOLUTION TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE BY THE CLERK OF EVERY COURT IN ANDERSON COUNTY HAVING JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE PURPOSES AUTHORIZED AND SET OUT IN T.C.A. § 40-3-106**

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, T.C.A. § 40-3-106 makes it the duty of the clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under T.C.A. § 40-3-106 the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and

WHEREAS, the county legislative body in Anderson County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Anderson County, Tennessee, meeting in \_\_\_\_\_ session at Clinton, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that:

SECTION 1. The clerk of every court in Anderson County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the county government for the purpose of providing supplemental funding for the office of the district attorney general in this judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

SECTION 2. All costs collected by Anderson County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for the 7th judicial district;

SECTION 3. Anderson County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Anderson County under this Resolution are supplemental and in addition to any funds received under T.C.A. § 40-3-106 or under title 8, chapter 7 of the Tennessee Code Annotated, relative to district attorneys general;

SECTION 4. In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by T.C.A. § 40-24-107 is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax; and

SECTION 5. This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025 by a two-thirds (2/3) vote of the Anderson County legislative body.

APPROVED:

\_\_\_\_\_  
County Mayor

ATTEST:

\_\_\_\_\_  
County Clerk

JAMES W. BROOKS, JR.  
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716  
[jbrooks@andersoncountyttn.gov](mailto:jbrooks@andersoncountyttn.gov)  
(865) 457-6290

MORGAN JONES, PARALEGAL  
[mjones@andersoncountyttn.gov](mailto:mjones@andersoncountyttn.gov)

CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

**MEMORANDUM**

**TO:** James W. Brooks, Jr. *- reviewed and approved JWB*  
**FROM:** Cassandra M. Powell  
**DATE:** August 6, 2025  
**RE:** Allocation of Oil and Gas, Coal, and Mineral Severance Tax

In response to questions and request for a resolution allowing for the re-allocation of severance tax revenue brought by operations committee on July 14, 2025, I have prepared the following for consideration.

**Question**

Can any mineral, coal, or gas and oil severance tax revenue be used for water improvements? Which of these Severance Taxes have statutory allocations for their revenue and would a change in the allocation of such revenue benefit the county?

**Conclusion**

Allocation of coal and mineral severance tax is unambiguous. Mineral severance tax **shall** be used for the county road fund, coal severance tax **shall** be used  $\frac{1}{2}$  for the counties education systems and  $\frac{1}{2}$  shall be used for highway and stream cleaning systems. There is some ambiguity in Title 60, Chapter 7, Part 3 as to Oil and Gas severance tax. Pursuant to 60-1-301, the oil and gas severance tax is collected by the state and for the use of the state with  $\frac{1}{3}$  of the revenue being allocated to the county for the use of the county. The framework of this chapter and part does not outline the return of the revenue to the county or apportionment of the revenue for use within the county.

**Analysis**

As set forth in Title 60, Chapter 1, Part 3, **Oil and Gas severance tax** is levied for the use and benefit of the state and county governments at 3% of the sale price and with  $\frac{2}{3}$  of the revenue being deposited into state's general fund and  $\frac{1}{3}$  of all revenues collected from the tax being allocated to the county bi-annually and then stored in the county's general fund. This part does not provide any statutory allocation for the use of Oil and Gas Severance Tax within the county; however, Senate Bill No. 1086, amending 67-7-104 and increasing the coal severance tax, may infer that oil and gas severance tax revenue is intended to be for the use of county infrastructure and roadways.

As set forth in Title 67, Chapter 7, Part 1, **Coal severance tax** is collected by the state on behalf of local government with the Department of Revenue promulgating all regulations and administration and collection of this tax. The statutory tax is \$1.00/ton for the state of Tennessee. A return is filed with the state for each county from which coal is severed and a copy of the same return must also be sent to the county. All revenue collected from this tax are subject to a 1.125% administration fee by the state. The remaining revenue is remitted to the county for the following specific purposes: one half of all revenues collected **shall** be used for the educational system or systems of the county, and the remaining one-half of revenue **shall** be used for highway and stream cleaning systems of the county.

However, 2009 Senate Bill No. 1086 which increased the statutory coal severance tax rate states that the purpose of allocating coal severance tax in this manner is the general assembly's anticipation that



local governments will use a portion of the funds allocated to educational endeavors for environmental awareness programs and increase the amount of highway funds available to local governments after an earlier decline in gas and oil collections caused a decline in highway funds. Despite this, the statutory allocation is for education systems and highway and stream cleaning systems.

As set forth in Title 67, Chapter 7, Part 2, **Other Minerals (sand, gravel, sandstone, chert, and limestone) severance tax** is collected by the state on behalf of the local government with the Department of Revenue promulgating all regulations, administration and collection of this tax. The rate of the tax must be set by the county legislative body, but must not exceed statutory rates provided in 67-7-203, which is for the 2025-2029 Fiscal Years, \$.20/ton. All revenue from this tax is collected by the state and a portion thereof is retained to cover the expenses of administration and collection with the remaining amount being remitted quarterly to the county trustee. These revenues **shall** become a part of the county road fund, and shall be used for the construction, maintenance and repair of the county road system.

Smith County, Tennessee, did pass a resolution by 2/3 vote to increase their mineral severance tax and to allocate mineral tax revenue to the county road fund, general fund, or any other fund of the county. Ultimately this went through the house and the senate and after reviewing current and estimated future Mineral Severance Tax Revenue generated by Smith County the legislation required that collections of the aforementioned tax in Smith County be allocated to the county road fund rather than allowing the county to allocate such revenue at its discretion and the provision was deleted as recorded in HB0695/SB0889 effective April, 2025. *See attached schedule of severance tax revenue receipted by Anderson County over the last decade provided by the Anderson County Department of Finance.*

### **Conclusion**

The current statutory framework designates the allocation of the use of severance tax revenues in counties from coal and minerals, but not for oil and gas.

Specifically, coal severance taxes are allocated equally to the county's education systems and highway/stream cleaning efforts. According to Regina Copeland, Anderson County Trustee, Anderson County has not generated any revenue from coal severance tax since 2020, and in the years leading up to that the revenue was very minimal; therefore it may not be justifiable to take legislative action in an effort to reallocate such funds.

Mineral severance taxes are designated by statute for the county road fund. Based on this review and past efforts by Smith County through the General Assembly to reallocate mineral severance tax revenue, it is recommended to clearly outline how the revenue would be used if reallocated, and to estimate the projected revenue and determine if Anderson County Generates enough Mineral service tax revenue funds to justify legislative efforts at the state level for reallocation. *See attached schedule of severance tax revenue receipted by Anderson County over the last decade provided by the Anderson County Department of Finance.*

Importantly, as dictated by Tennessee Code (67-7-209), the local legislature does not possess the authority to override statutory allocations of coal or mineral severance tax revenue, as any conflicting local acts are repealed. The precedent set by legislative actions in Smith County, which attempted to allocate mineral severance tax revenues to broader county funds, was ultimately invalidated, reaffirming that any re-allocations require state-level legislative change.

Oil and gas severance taxes are primarily collected and allocated by the state, with approximately one-third directed to county revenues and deposited bi-annually in the county general fund. There is no statutory allocation for oil and gas severance tax and therefore allocation of this tax is under local authority.

Ultimately the Coal severance tax revenue stream does not justify efforts for legislative change regarding the allocation of the revenue. Mineral Severance tax revenue is significantly higher with potential for a significant increase under the new legislature providing scheduled tax rate increases for the next decade if passed by 2/3 vote of commission however, the allocation of mineral severance tax revenue is firmly set by statute and prior attempts have been rejected and repealed at the state level. Finally, the Oil and Gas Severance tax is currently deposited into the General Fund and has no statutory allocation.



JAMES W. BROOKS, JR.  
ANDERSON COUNTY LAW DIRECTOR

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716  
[jbrooks@andersoncountyttn.gov](mailto:jbrooks@andersoncountyttn.gov)  
(865) 457-6290

MORGAN JONES, PARALEGAL  
[mjones@andersoncountyttn.gov](mailto:mjones@andersoncountyttn.gov)

CASSANDRA M. POWELL, PARALEGAL  
[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

July 28, 2025

Via Email & US Mail:

[rep.ed.butler@capitol.tn.gov](mailto:rep.ed.butler@capitol.tn.gov)

Rep. Ed Butler  
425 Rep. John Lewis Way N.  
Suite 578 Cordell Hull Building  
Nashville, TN 37243

Via Email & US Mail:

[rep.rick.scarbrough@capitol.tn.gov](mailto:rep.rick.scarbrough@capitol.tn.gov)

Rep. Rick Scarbrough  
423 Rep. John Lewis Way N.  
Suite 614 Cordell Hull Bldg.  
Nashville, TN 37243

**Re: Illegal Robocalls and Texts**

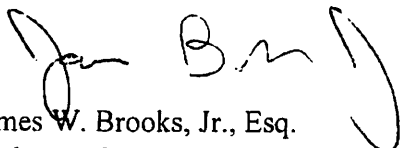
Dear Representatives Butler and Scarborough,

I am writing to you at the direction of the Anderson County Commission. The residents and businesses in our county are inundated with robo-calls and texts daily because of our dependency on cell phones. In fact, I have received two scam texts while preparing this letter. I am sure you receive these unwanted communications on your business and personal phones as well. The Commission recognizes that the Federal Communications Commission is the lead enforcement agency on this matter.

Nevertheless, I am sending this letter to you in hope that the State of Tennessee can help. We seek your assistance in looking for any tool, which is available to the legislature or the departments of Tennessee government that have jurisdiction, to enforce the ban on these unwanted calls and texts, including illegal and spoofed calls.

Thank you for taking the time to read this correspondence, your advocacy in Nashville, and for the tireless effort you both put forth on behalf of the citizens of Anderson County.

Sincerely yours,

  
James W. Brooks, Jr., Esq.  
Anderson County Law Director

cc: Mayor, Terry Frank  
Anderson County Board of Commissioners

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

101 S. MAIN STREET, STE. 310

CLINTON, TENNESSEE 37716

[jbrooks@andersoncountyttn.gov](mailto:jbrooks@andersoncountyttn.gov)

(865) 457-6290

MORGAN JONES, PARALEGAL

[mjones@andersoncountyttn.gov](mailto:mjones@andersoncountyttn.gov)

CASSANDRA M. POWELL, PARALEGAL

[cpowell@andersoncountyttn.gov](mailto:cpowell@andersoncountyttn.gov)

July 28, 2025

Windrock Land Company  
614 Mabry Hood Road, Ste. 301  
Knoxville, TN 37932  
Attn: Lewis Howard, Jr.

**RE: Removal of Gate at Entrance to Mining Road**

Mr. Howard,

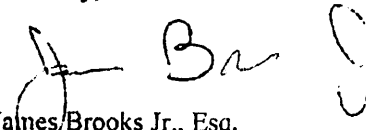
The Anderson County Operations Committee has requested I contact you regarding a locked gate installed on your property (tax map 60, parcel 1.0) located at the intersection of New River Highway and an old mining road. As you are aware, this mining road is the only access available to the descendants of the individuals buried in the Aslinger Cemetery (tax map 39, parcel 7.0) located on your land and the Matt Phillips (tax map 36, parcel 6.0) Cemetery and a second cemetery located on land owned by the State of Tennessee (tax map 50, parcel 1.0).

Descendants of the family members buried in these cemeteries have used this road as an access easement for over one hundred (100) years. The right of individuals to visit the cemeteries to visit the graves and for the purpose of repairing, beautifying and protecting the graves and grounds around the same is clear and unequivocal, and for these purposes, the law grants an easement to them for ingress and egress from New River Highway, the public road which is nearest to the cemeteries. This easement exists regardless of whether or not it is set out in your deed. The easement rights are paramount in the easement area to those of the landowner and the landowner is not permitted to unreasonably interfere with the easement.

The gate and No Trespassing signs installed by your lessee are incompatible with our citizens' right to use the access easement. The installation of a locked gate prohibits citizens from visiting the cemeteries. The chilling effect of the No Trespassing signs dissuade these individuals from visiting the graves of their ancestors. These easement rights are superior to the leasehold interest of your lessee or the ability of Windrock Land Company or its lessee and agents to limit access.

We respectfully request the gate be removed and the No Trespassing signs be taken down.

Sincerely,

  
James Brooks Jr., Esq.  
Anderson County Law Director

cc: Mayor, Terry Frank  
Anderson County Board of Commission

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

101 S. MAIN STREET, STE. 310  
CLINTON, TENNESSEE 37716

(865) 457-6290

MORGAN JONES, PARALEGAL

CASSANDRA M. POWELL, PARALEGAL

July 28, 2025

**VIA CERTIFIED MAIL**

Aurora Pools, Spas and Billiard Galley, Inc.  
ATTN: John W. Gifford, Registered Agent  
6521 Central Avenue Pike  
Knoxville, TN 37912

RE: Permit Required for Pool and Swimming Pool Installation

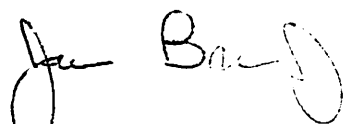
Dear Mr. Gifford,

I am writing to you on behalf of the Anderson County, Tennessee Department of Planning and Development. I need to make you aware of our permit requirement for swimming pools. Anderson County adopted the 2018 International Residential Code (IRC) which was updated by the 2024 IRC. Anderson County adopted this update this month. Sections 105.1 and 105.2 apply to swimming pool installations. You are required to obtain a permit from the Planning and Development office before you break ground to install any swimming pool unless it is a prefabricated swimming pool that is less than 24 inches (610 mm) deep.

A stop work order will be issued if no permit is obtained. Please comply with the IRC and our Planning and Development office to avoid the issuance of a stop work order impacting your business and your landowner customers. Recently, a notice of violation was issued to one of your customers on a pool your company installed because there was no permit obtained prior to the installation.

Please call, if you have additional questions or concerns.

Sincerely,



James Brooks, Jr.

## Cassandra Powell

---

**From:** Timothy Simonds <Timothy.Simonds@ag.tn.gov>  
**Sent:** Monday, July 28, 2025 1:53 PM  
**To:** Timothy Simonds  
**Cc:** James P. Urban  
**Subject:** External: Notice of Filing of Tennessee False Claims Act Lawsuit against CSX Transportation, Inc. in the Circuit Court of Hamilton County, Tennessee (Case No. 25C874) by Connie Wise—Notice to potential local government prosecuting authorities

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Counsel,

On July 9, 2025, a lawsuit was filed in the Circuit Court of Hamilton County, Tennessee (Case No. 25C874) asserting certain purported claims against CSX Transportation, Inc. ("CSX") under the Tennessee False Claims Act, codified at Tenn. Code Ann. §§ 4-18-101 to -108, by Connie Wise on behalf of a large number Tennessee counties and municipalities. Based on certain public records available to the Attorney General's Office ("Office"), it is our understanding that you currently serve as legal counsel for one or more of the counties/municipalities named in the lawsuit.

Our Office received a complete copy of the complaint (including exhibits) from plaintiff's counsel via certified mail on July 11, 2025.

In summary, the complaint alleges that CSX has inaccurately reported the values of its real property holdings located in the State of Tennessee to the Tennessee Office of State Assessed Properties for tax assessment purposes with the result that CSX has allegedly underpaid its real property taxes to the various Tennessee counties and municipalities named in the lawsuit for over ten years.

Based on our Office's initial inquiry into the matter, it appears the claims at issue in the lawsuit involve "political subdivision funds" instead of "state funds." Further, the counties and municipalities named in the action (through their respective prosecuting authorities) are entitled to intervene in the lawsuit to the extent the claims asserted under the False Claims Act involve "political subdivision funds." Accordingly, pursuant to Tenn. Code Ann. § 4-18-104(c)(7), we are providing all the municipalities and counties named in the lawsuit, by and through their legal counsel of record, copies of the complaint (including exhibits) and the written disclosure of material evidence and information provided by legal counsel representing Connie Wise in the lawsuit.

Because the lawsuit materials are quite voluminous, we are unable to attach them to this email, but you may download all the documents by accessing the following web link:

[CSX Transportation Lawsuit - Documents](#)

To gain access to the site for the purpose of viewing and downloading the documents, please use the following username and password:

**Username:** CSXTransportationLawsuit@ag.tn.gov



**Password: 5TGs9jUSDaUL\*eyY**

**Please be advised that the Tennessee False Claims Act (and specifically Tenn. Code Ann. § 4-18-104) establishes certain strict deadlines for the prosecuting authorities of the counties and municipalities named in the lawsuit to inform the Court as to whether or not they intend to intervene in the lawsuit.**

Also, our Office's investigation of the matter is still ongoing, and we reserve all rights to intervene or otherwise participate in the action to the extent authorized by law.

If, after reviewing the lawsuit materials, you have any questions or need any additional information, please feel free to contact the undersigned by email ([Timothy.Simonds@ag.tn.gov](mailto:Timothy.Simonds@ag.tn.gov)) or phone (615-532-7405) or James P. Urban ([James.Urban@ag.tn.gov](mailto:James.Urban@ag.tn.gov) and 615-741-3739).

Sincerely,

Tim Simonds

**Timothy R. Simonds | Deputy Attorney General**

Financial Division

Office of the Tennessee Attorney General

500 Dr. Martin L. King Jr. Blvd.

Nashville, Tennessee 37243

Mailing Address:

P.O. Box 20207

Nashville, Tennessee 37202

p. 615.532.7405

[Timothy.Simonds@ag.tn.gov](mailto:Timothy.Simonds@ag.tn.gov)

**MAKING THE CASE  
FOR TENNESSEE**

### **CONFIDENTIALITY NOTICE**

**This email may contain PRIVILEGED and CONFIDENTIAL information. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this email is prohibited. If you have received this email in error, please delete it and immediately notify the sender.**

## Annette Prewitt

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**From:** Commissioner Tracy Wandell  
**Sent:** Wednesday, August 6, 2025 9:46 AM  
**To:** isbelt@ymail.com  
**Cc:** Annette Prewitt  
**Subject:** Fw: External: SR 170 (Edgemoor Rd) from SR 62 to SR 9 (US 25W, Clinton Hwy) Improvement Projects | Andeson County

Dear Chairman Isbel,

I respectfully request to add the following item to the Operations agenda.

- State Route 170 / Edgemoor Road updates

Respectfully,

Tracy



**Tracy Wandell**  
**Anderson County Commissioner**  
District 1  
865-388-0921 cell  
[twandell@andersoncountyttn.gov](mailto:twandell@andersoncountyttn.gov)

---

**From:** Marlena Gore <Marlena.Gore@tn.gov>  
**Sent:** Tuesday, July 29, 2025 11:24 AM  
**To:** Commissioner Tracy Wandell <twandell@andersoncountyttn.gov>  
**Cc:** John Barrett <John.Barrett@tn.gov>; Andrew Padgett <Andrew.Padgett@tn.gov>  
**Subject:** External: SR 170 (Edgemoor Rd) from SR 62 to SR 9 (US 25W, Clinton Hwy) Improvement Projects | Andeson County

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commissioner Wandell,

Thank you for contacting the department regarding the State Route (SR) 170 (Edgemoor Rd) Improvement Projects in Anderson County, it was a pleasure speaking with you.

To follow up on our conversation, in summary we are currently in the process of developing the functional design plans for both segments of the SR 170 (Edgemoor Road) project as a combined corridor. Various options/solutions are being considered during the planning and

over -



design phases to create a balanced multimodal system throughout the corridor; for instance, traffic signal and lighting locations, median openings, bike/ped facilities, etc.

Technical studies are underway assessing environmental impacts. Our Geotechnical Engineering team as well as our surveyors are onsite collecting data along the corridor to provide our designers with the information they need to develop project plans.

Currently, we are planning our next public meeting in early to mid-Fall 2025 as part of our Environmental Assessment for the corridor. We will be combining the required NEPA public hearing with a design public meeting when it is scheduled. A specific date with details will be forthcoming. At this meeting we will encourage feedback on the details presented to the public for review in advance of the functional design plans being completed. More specific details concerning right-of-way implications along the corridor will be presented during this meeting too. Public notifications will be sent in advance of the meeting.

In addition, each affected property owner will be contacted individually after the first of the year (early 2026) by a TDOT representative who will provide information specific to their property and how it will be processed moving forward.

If you have any other questions or need additional information, please do not hesitate to contact me.

Thank you,



*Marléna Gore, CPM*

Project Manager

TDOT/Region One Project Management

7345 Region Ln.

Knoxville, TN 37914

865.396.4714 mobile

[marlena.gore@tn.gov](mailto:marlena.gore@tn.gov)

[tn.gov/tdot](http://tn.gov/tdot)

## Explanation & Intent Behind the Proposal and Resolution

The creation of the Anderson County Animal Shelter Advisory Board is rooted in a need for structure, transparency, and strategic reform. For nearly a decade, shelter operations have remained stagnant, despite increasing concerns from citizens and volunteers. Significant taxpayer dollars have been spent, yet the only public conversation centers around vague plans for something “new” in the future—while real and pressing problems in the present are ignored. The shelter continues to operate without clear evaluation and accountability, consistent review, or meaningful community input.

When issues were finally brought forward during a recent County Commission workshop, it was the first time any visible movement occurred. That workshop, in fact, should serve as a model for what this advisory board is designed to do on a regular basis: review conditions, gather feedback, engage with the public, analyze data, and make informed recommendations. Commissioners should not be expected to troubleshoot the operational complexities of a shelter—this is not their area of expertise. Rather than absorbing more control, a conservative approach would be to release control to a qualified advisory body, bringing transparency and expertise into the conversation without expanding government bureaucracy.

We are calling for a new era of governance: one that reflects “limited government” values by delegating appropriately, respecting public resources, and inviting citizen participation. This board is a foundational step toward accountability and meaningful improvement—for the people, the animals, and the integrity of Anderson County’s public services.





## **Proposed Anderson County Animal Shelter Advisory Board**

**This proposal outlines the structure, purpose, and impact of a formal advisory board for the Anderson County Animal Shelter. The board will meet monthly, monitor shelter performance, and provide public accountability on matters of animal welfare and taxpayer-funded services.**

### **Board Overview**

- **9 voting members, appointed by the County Commission**
- **Composition:**
  - **2 County Commissioners (preferably those with prior service on the former animal advisory committee)**
    - **1 Veterinarian or animal welfare professional with an advanced degree**
    - **1 Representative from a 501(c)(3) animal welfare organization**
    - **1 Member with experience in public health, law enforcement, or emergency services**
    - **4 At-large citizen advocates with demonstrated commitment to animal welfare or shelter reform**
- **Monthly public meetings**
- **Member shall serve a term of 1 year and may be reappointed to successive terms**
- **Scope: Advisory only—no direct operational control**
- **Non-voting Ex Officio Members: County Mayor, Director of Animal Control, County Veterinarian, Law Director or office representative**

### **Key Duties**

- **Timely Recommendations: County Mayor to respond to all written board recommendations within 15 business days; unresolved matters automatically move to the full Commission**
- **Review shelter policies, procedures, performance data, and public complaints**
- **Serve as a liaison for public feedback and community concerns**
- **Promote best practices in animal sheltering, humane treatment, and transparency**
- **Submit an annual report to the full Commission detailing board activity, findings, and recommendations**

### **First-Year Mandates**

- Conduct a comprehensive review of all shelter policies within 90 days
- Host a public shelter forum within 3 months to gather public input
- Propose strategies for volunteer reengagement, transparency, and community outreach

### **Why This Matters**

The creation of this advisory board marks the first structured, consistent mechanism for community partnership, policy oversight, and humane reform at the Anderson County Animal Shelter. It is designed to ensure that taxpayer-funded services align with public values and recognized standards of animal care.

Anderson County Board of Commissioners  
**Intergovernmental Committee**  
**Minutes**

**August 11, 2025**  
**5:00 P.M. Room 312**

**Members Present:** Tim Isbel, Bob Smallridge, Ebony Capshaw, and Tracy Wandell

**Members Absent:** Shain Vowell and Shelly Vandagriff

**Others:** Mayor Frank, Law Director James Brooks

**Call to Order:** Chairman Wandell called the meeting to order.

Commissioner Capshaw made a motion to approve the agenda as presented. Second by Commissioner Smallridge. Motion passed.

No citizens addressed the Committee.

**TVA / Type One Energy Bull Run**

No Action Taken.

Speakers: Patrick Ellis, Director Business Development Type One Energy Group  
Tony Williams with TVA  
Matt Miles, Sr. Vice President of Marketing and External Affairs

**General Sessions Court Division II**

No Action Taken.

**American Nuclear Cleanup**

No Action Taken.

**ECA National Cleanup**

No Action Taken.

**Unfinished Business**

None

**New Business**

None

With no further business meeting adjourned.

# Anderson County Fire Chief's Association

June 3rd, 2025



**Anderson County**  
FIRE CHIEFS ASSOCIATION

To : Anderson County Fire Commission

RE: Letter of Support for County Fire Marshall/ Administrator

Dear Chairman Wandell,

The Fire Chief's Association met on 5/6/2025 and passed a unanimous motion for a letter of support to be forwarded to the Anderson County Fire Commission for consideration. Please see the DRAFT letter below:

Support for the position of Fire Marshall/Fire Administrator in Anderson County, TN.

The ACFCA requests Anderson County legislative bodies consider the position of a county fire marshal, as the need for one persists. Filling this position would greatly benefit not only the county, but the fire personnel and citizens they serve as well. The ACFCA would like to offer their support for this position and would like to work with county officials in writing protocols/ procedures and providing samples of job duties/requirements. The ACFCA would also like the opportunity to have representation on the interview panel. Again, this position would be beneficial for all and improve the safety of our communities and fire personnel, whether it be through public outreach programs, fire inspections, etc.

The ACFCA believes this would be a tremendous benefit not only to our fire safety but also a positive economic impact for our county. Thank you in advance for your consideration.

Respectfully,

Anderson County Fire Chief's Association

Dusty Sharpe – Chairman

Justin Bailey – Vice Chairman

Cameron James - Secretary

# Anderson County Fire Commission

August 5th, 2025 Minutes

Time: 6:30pm

Date: Tuesday, August 5th, 2025

Location: Anderson County Courthouse-Room 312

Call to Order: 6:32pm

Prayer

Pledge



ANDERSON COUNTY  
FIRE COMMISSION

1. Approval of August Agenda-attached

Motion made by Anthony Grande and seconded by Josh Lane to add election of officers under Item 1 labeled as "1a."  
1a: The motion was made to nominate Tracy Wandell as the Chairman by Josh Lane and seconded by Justin Bailey, motion carried unanimously. Motion made by Josh Lane and seconded by Justin Bailey to nominate Elliot Mitzelfeld to be the Vice Chairman, motion carried unanimously.

Motion made to approve the August agenda by Anthony Braden and seconded by Dusty Sharpe

2. Approval of June Minutes-attached

Motion made to approve the June minutes by Anthony Grande and seconded by Josh Lane

3. Unfinished Business

a. Ready Op Survey from Briceville Fires

Push item to next meeting

b. Current status of the county funding for fire departments

The funding is available already. The line item has not been in any future agenda on the budget committee yet as far as discussion for next years funding.

4. New Business

a. Discuss the 1947 Fireworks Private Act

The draft of the new act will be available sometime in October, but it was requested that it be discussed amongst the Fire Commission prior to then to get an idea of our opinions. Overall, the sell of fireworks in the county could lead to a source of funding for the county departments, but there should be some wording in the act that would discourage any reckless acts with the fireworks and advocate safe usage.

b. Presentation and review of Letter of Support for the Fire Marshall position from the Anderson County Fire Chief's Association

The letter was presented to Tracy Wandell and the motion to accept the letter of recommendation was made by Anthony Braden and seconded by Anthony Grande, motion carried unanimously.

c. Next meeting date: September 9<sup>th</sup>, 2025 6:30PM Anderson County Courthouse Room 312



## 5. Department Reports

- Andersonville VFD – Tim Roche- Thank you for all the help on the mutual aid structure fires. Had the red cross out as well as ACEMS providing an ambulance for a cooling station.
- Briceville VFD – Steve Rice- no report
- Claxton VFD – Dusty Sharpe- Advanced extrication will be held August 23<sup>rd</sup> and 24<sup>th</sup> at Claxton station one with the classroom portion starting at Anderson county rescue squad. We're expecting a large turnout. We currently have 1 truck down. The demolition of the stacks and scrubber building went well.
- Marlow VFD – James Davis- no report
- Medford VFD -Josh Lane- Letter drive is coming up soon as well as open house sometime in November. Thanks for all the mutual aid help.
- Anderson County Rescue Squad – Not present
- Clinton FD –Not present
- Rocky Top FD – Anthony Braden- Rocky top has some banners available for PR events that have a QR code that allows for someone to scan and learn about the opportunities to volunteer or apply with Rocky top. These are available to the volunteer departments if needed.
- Norris FD – Not present
- Oak Ridge FD – Anthony Grande- Oak Ridge has ran 2 or more mutual aid calls within the last 60 days. The new tower 20 has been delivered. The regional fire chiefs meeting is coming up in September, it will probably be in Powell at rural metro.
- Oliver Springs FD – Justin Bailey- The last month has been busy. There will be a basic extrication class held in October, and Daniel Adams has filed the paperwork for a 64 hour class. Volunteers, keep in mind the submission date is coming up to receive incentive pay for volunteer members.
- County Commissioner Tracy Wandell (Chairman) – Thoughts and prayers for Bryson Trentham and the Blair volunteer fire department. Details will be included in the email of ways to help the family.
- County Commissioner Josh Anderson –Not present
- Non-voting Departments and Members
  - Anderson County EMS – Scott Thomas- Keep an eye out on the ACEMS website for a night time EMT class coming up. Also, it is almost time again for the EMS audit.
  - Anderson County EMA – Not present
  - Anderson County Sheriff's Office – Not present
  - Y-12 – Not present
  - ORNL – Not present
  - E-911 – Not present
- Anderson County Constable- Not present
- American Red Cross of East TN-Melissa Gibson- The red cross has assisted 25 families in Anderson county since new fiscal year in July. This is a total of 53 persons assisted, and has put back \$16,546.75 into the communities.
- Codes enforcement/Zoning-Not present



# MEDIC Patient Support Drive for Bryson Trentham



## Blair Volunteer Fire Department

Tuesday, Aug 12

11 am - 7 pm

1911 Old Harriman Hwy

Donors receive a gift and Texas  
Roadhouse coupon.

Please inform MEDIC staff that  
you are donating for Bryson  
Trentham.

You can also donate for Bryson  
at any MEDIC drive or center.  
Be sure to tell the staff you are  
donating for Bryson.

Scan here to make an  
appointment.



*Give Local. Save Local.*

**MEDIC**  
REGIONAL BLOOD CENTER



OFFENSES

FIREWORKS

PRIVATE ACTS OF 1947

CHAPTER 291

SECTION 1. That from and after the effective date of this Act, it shall be unlawful for any person, firm or corporation to possess, store, use, manufacture or sell pyrotechnics, as hereinafter defined, in all Counties of this State having a population of not less than 26,500 and not more than 26,510 inhabitants, according to the Federal Census of 1940 or any subsequent Federal Census.

The term "pyrotechnics" as used in this Act shall be held to mean any sparkler, squibb, rocket, firecracker, Roman candle, fire balloon, flashlight composition, fireworks or other similar device or composition used to obtain a visible or audible pyrotechnic display.

SECTION 2. That any article or articles of merchandise coming within the definition of "pyrotechnics" as defined in this Act are hereby declared to be contraband, and subject to confiscation whenever found within the boundaries of any County within this State to which this Act is applicable, and it shall be the duty of the Sheriff of any such County, and all peace officers, to seize such article or articles and destroy the same.

SECTION 3. That any person guilty of violating any of the provisions of this Act shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than Fifty (\$50.00) Dollars and not more than Four Hundred (\$400.00) Dollars, or by confinement in the County jail for not less than thirty days and not more than eleven months and twenty-nine days, or by both such fine and imprisonment in the discretion of the Court.

SECTION 4. That nothing in this Act shall be construed as applying to persons, firms and corporations conducting public displays of pyrotechnics by contract or arrangement with any State Fair, patriotic assembly or similar public functions, who acquire all articles used in such pyrotechnic displays from points outside the Counties in this State to which this Act is applicable, and keep such pyrotechnic articles in their possession at all times during the public gathering, and transport the same out of this County upon the conclusion of the arrangement or contract under which such pyrotechnics are displayed for public entertainment.

SECTION 5. That the provisions of this Act are hereby declared to be severable, and if any of its sections, provisions, clauses, or parts be held unconstitutional or void, then the remainder of this Act shall continue in full force and effect, it being the legislative intent now hereby declared, that this Act would have been adopted even if such unconstitutional or void matter had not been included therein.

SECTION 6. That this Act shall take effect from and after its passage, the public welfare requiring it.

Passed: February 13, 1947.



Anderson County Board of Commissioners

# Rules Committee

## Minutes

August 11, 2025 4:00 P.M.

Room 312

**Members Present:** Bob Smallridge, Ebony Capshaw, Michael Foster and Anthony Allen

**Members Absent:** Sabra Beauchamp

**Call to Order:** Chairman Smallridge called the meeting to order.

**Others Present:** Mayor Frank, Law Director Jamie Brooks, Commissioner Yager, Commissioner Palmer and Commissioner Isbel.

Commissioner Allen made a motion to approve the May 12, 2025 minutes. Second by Commissioner Foster. Motion passed.

Appearance of Citizens  
No one addressed the committee.

Commissioner Foster made a motion to approve the agenda as presented. Second by Commissioner Foster. Motion passed.

### **Rule XVII – Signs, Posters, Placards**

Commissioner Foster made a motion to defer to the next meeting and have someone from Channel 95 attend. Second by Commissioner Allen. Motion passed.

### **Revision of Rule II, number 11**

Commissioner Foster made a motion for the Law Director to rewrite Rule II number 11 to eliminate the Nominating Committee. Second by Commissioner Allen. Motion passed to forward to full commission for approval.

### **Unfinished Business**

#### **Committee Chair Motions and Seconds**

Commissioner Foster made a motion to add Rule number XXVI the Chairman of County Commission and the Chairman of any committees shall not make or second any motion without first passing the gavel. Second by Commissioner Allen. Motion passed to forward to full commission for approval.

### **Consolidating Committees**

Commissioner Foster made a motion to merge the Legislative and Intergovernmental Committees with Operations Committee beginning September 1, 2025. Second by Commissioner Allen. Motion passed to forward to full commission for approval.

Commissioner Foster made a motion that starting September 1, 2025 Non-Profit Committee will be five (5) members with a Chairman and Vice Chairman. Second by Commissioner Allen. Motion passed to forward to full commission for approval.

**New Business:**

Commissioner Foster made a motion that Budget Committee members will serve as Commission Representatives on the Audit Committee starting September 1, 2025. Second by Commissioner Allen. Motion passed to forward to full commission for approval.

Rule IX Second paragraph. All references to "Purchasing Committee" be replaced with Budget Committee. Discussion-No Action Taken.

Meeting Adjourned

# Rules of Procedure

## **Rule I**

The Anderson County Board of Commissioners (Commission) shall normally meet monthly at 6:30 p.m. on the third Monday of all months unless a majority of commissioners approve an alternate date. Should the third Monday fall on a legal holiday, Commission shall meet on the following day or on a date agreed to by the majority.

The Chairman and the Vice Chairman of County Commission shall be elected at the first meeting held after August 31<sup>st</sup> each year. The Chairman and Vice Chairman shall serve until such election unless replaced during the year by a vote of 3/4 majority (12) of Commission.

## **Rule II**

The following shall be the order of business:

1. Call to Order -- In the absence of the Chairman and Vice Chairman, the County Clerk shall call the meeting to order for the purpose of roll call and the election of a Chairman Pro Tem.
2. Roll Call
3. Prayer
4. Pledge of Allegiance
5. Approval of the Minutes
6. Appearance of Citizens -- The purpose of this portion of the Agenda is to provide citizens an opportunity to address their government for items or concerns on or not on the Agenda. Citizens are to state their name and address and limit remarks to less than three minutes. Commission will not address the issues brought before Commission nor take any action at this time other than refer the item to a committee or, by a vote of 2/3 majority (11) of Commission, to place it on the agenda under New Business.

If many individuals show an interest in commenting on a particular issue, County Commission may call a public hearing before taking action on that issue.

7. Approval and Correction of the Agenda -- Consent Agenda - The Commission Chairman may propose a consent agenda for routine or non controversial items. The consent items are voted by one motion with no debate. A commissioner may request an item to be moved from the consent agenda to the regular agenda.

The Commission Chairman shall prepare and distribute an agenda listing the items of business in their proper order by the Wednesday afternoon prior to the meeting. These shall include a listing of the committees, boards, and commissions scheduled to report with the names of those who will present the report; elections to be held; and resolutions/motions under unfinished business and new business filed with the Clerk of Commission by 12:00 noon on the Wednesday before the meeting. The agenda may be amended by a vote of 2/3 majority (11) of Commission.

Only for unpredictable emergencies should information or requests presented to Commission less than five days before the regular monthly Commission meeting, be considered. Any Commissioner wanting to bring a matter before Commission, that was not filed with the Clerk of Commission by 12:00 noon on the previous Wednesday, can rise to a Point of Personal Privilege and request that the matter be placed on the agenda. Commission shall, by a vote of 2/3 majority (11) of Commission, allow the item to be discussed and acted upon under new business.

# Rules of Procedure

Agenda items must be submitted to the appropriate committee before being presented to County Commission for a vote. Items that have not been submitted to a committee can be included on the agenda as part of department or elected official reports or by Commissioners under new business for brief discussion to determine which committee it should be assigned to or to determine if it needs immediate attention. County Commission can either refer such items to the appropriate committee by a majority vote or with a 2/3's (11) vote can take it up for immediate discussion and vote if it is an emergency or action needing immediate attention.

8. Proclamations/Courtesy Resolutions/Presentations -- The Chairman, or the Vice Chairman in his absence, shall be empowered to issue honorary proclamations.

Requests for proclamations, courtesy resolutions and presentations to be on the agenda shall be made before the noon Wednesday deadline for agenda items. Presentations shall be allowed during the Public Hearing/Presentation session held immediately before the regular county commission meeting, unless the Chairman approves placing it on the agenda for the regular county commission meeting.

9. Approval of Notaries and Bonds
10. Public Hearing Report by Vice Chairman
11. Elections to Committees, Boards & Commissions

Every four years after the County Commissioners have been elected and take office, but prior to the regularly scheduled September meeting, Commission shall be convened to conduct any business deemed necessary. The meeting shall be convened by (1) the Chairman, if re-elected, (2) the Vice-Chairman, in his absence and if re-elected, or (3) the County Clerk if both the Chairman and Vice-Chairman are absent.

Nominations\_ The Board of County Commissioners shall nominate members for all Commission appointments to fill vacancies on committees, boards and commissions.

Voting -- After all nominations for candidates to fill a vacancy have ceased, each Commissioner shall vote for one candidate in each round of voting. The candidate with the lowest number of votes shall be dropped after each round of voting until a candidate is elected by a majority (9) of Commission.

12. Presentation of Reports  
Presentation of items needing action by County Commission – County Commission will not address these items nor take action on items that have not been to a Committee other than refer the item to a committee, or if it is shown that an item needs immediate attention County Commission can, by a vote of 2/3 majority (11) of Commission, place it on the agenda under New Business.
  - A. Elected Officials
  - B. Department Heads
  - C. Reports of Committees, Board & Commissions - The reports shall be presented orally or in writing by the Committee Chairman (or his designated representative). Minority reports may be presented by any member of that Committee before the Committee Chairman presents resolutions implementing the recommendations of his/her Committee. During this time, only motions

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relative to the items in the committee report may be offered.

13. Unfinished Business – Unfinished business are matters carried over from a previous meeting. Unfinished business falls under three (3) categories:
  1. Any matters that were pending when a previous meeting adjourned.
  2. Any matters on a previous agenda that were not reached.
  3. Matters that were postponed from the present meeting.
14. New Business -- Resolutions not covered in committee reports but filed in writing with the Clerk of Commission no later than Wednesday noon before the Commission meeting shall be listed under New Business and shall be in order.

Resolutions that were not filed with the Clerk of Commission by 12:00 noon on the previous Wednesday may be presented at this time and acted upon by a vote of 2/3 majority (11) of Commission.
15. Announcements
16. Adjourn

## ***Rule III***

No member of Commission shall speak more than once nor more than three minutes on the same motion -- except the Chairman of the Committee or the maker of a motion, who shall have the right to answer questions. However, the Chair of Commission may extend the length of time and the number of times a member may speak on a given motion unless an objection is raised by a member. If an object is raised, the Chair of Commission must have majority vote to extend such time to the member. Asking a question regarding the motion does not count as a Commissioner's time to speak on the motion. If a Commissioner wants to end debate and bring the motion on the floor to an immediate vote, they may "call for the question" directly to the Chair of Commission. The "call for question" requires a second member and two-thirds majority for passage. If the "call for question" passed, debate on the pending motion ceases immediately and the Chair of Commission shall bring it to a vote. If the "call for question" fails, debate may continue.

## ***Rule IV***

Citizens and public officials will be allowed to address County Commission, subject to the conditions in Rule V, on items on the agenda as the item is brought forth during the meeting. Citizens and public officials may speak once on each item and will have up to three minutes to speak. Groups will be encouraged to select a spokesperson to present a comment for the group. Citizens and public officials are encouraged to provide more detailed comments on issues during County Commission committee meetings and in written comments and calls to County Commissioners.

Any document or literature to be distributed to the body shall be reviewed by the Chair and may be disseminated at a point that's deemed appropriate.

## ***Rule V***

Comments by County Commissioners, public officials, and citizens must be professional and respectful and must refrain from outbursts, profanity, questioning motives, and personal attacks. The chair can limit comments to those relevant to the item to be voted on and can stop inappropriate, disruptive, or overly repetitive speakers.

## ***Rule VI***

All motions required to be recorded as a roll call vote will utilize electronic voting. For any other motion, the Chair or any Commissioner may call for an electronic vote. Electronic votes will be taken and displayed by the County Clerk. Commissioners will vote yes, no or abstain. Commissioners not voting in a reasonable amount of time will be counted as

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abstaining. Votes shall not be changed once the results have been publicly displayed.

- Rule VII** If the electronic voting equipment is not available or is not functioning, as determined by the County Clerk, the County Clerk will take a roll call vote if requested by the Chair or any Commissioner.
- Rule VIII** A roll call vote shall be required on all appropriations.
- Rule IX** Requests for appropriations shall not be voted on by Commission unless: (1) it is in writing; (2) the Budget Committee has had an opportunity to consider the request by virtue of the request having been timely submitted prior to the Budget Committee meeting; and (3) notice of the request has been provided to the Clerk of Commission by noon of the Wednesday before the Commission meeting. The Budget Director shall be responsible for distributing the request and scheduling it for consideration by the Budget Committee. However, appropriation requests not submitted to the Budget Committee or which have not been provided to the Clerk of Commission by noon of the Wednesday before the Commission meeting may be voted on if submitted to the commission in writing but shall require a vote of 3/4 majority (12) of Commission for approval. An appropriation shall be considered to have been before the Budget Committee if it was available for consideration at the most recent Budget Committee meeting or if action is still pending on the appropriation from a previous Budget Committee meeting.
- Requests for approval of multi-year contracts shall not be voted on by Commission unless: (1) it is in writing; (2) the Purchasing Committee has had an opportunity to consider the request by virtue of the request having been timely submitted prior to the Purchasing Committee meeting; and (3) notice of the request has been provided to the Clerk of Commission by noon of the Wednesday before the Commission meeting. The Purchasing Agent shall be responsible for distributing the request and scheduling it for consideration by the Purchasing Committee. However, multi-year contract requests not submitted to the Purchasing Committee or which have not been provided to the Clerk of Commission by noon of the Wednesday before the Commission meeting may be voted on if submitted to the commission in writing but shall require a vote of 3/4 majority (12) of Commission for approval. Multi-year contracts shall be considered to have been before the Purchasing Committee if it was available for consideration at the most recent Purchasing Committee meeting or if action is still pending on the multi-year contracts from a previous Purchasing Committee meeting.
- Rule X** The reports of all boards and commissions for the preceding quarter shall be provided to the Clerk of Commission by noon of the Wednesday before the Commission quarterly meetings.
- Rule XI** Committees shall meet to choose a Chairman and Vice-Chairman among their members, unless a Chairman and Vice-Chairman is named by Commission. The Committee Chairman shall select the time for the Committee to meet. A committee meeting may be called by a majority of the committee members if the Chairman is absent or declines to meet. The term of committee appointments shall be for one (1) year unless otherwise specified by law or resolution. Any citizen serving on a committee, board or commission appointed by the County Commission must be a resident of Anderson County.
- Rule XII** No Commission Committee shall be composed of a majority (9 or more) of commissioners.
- Rule XIII** The Operations Committee shall be composed of one member from each Commission

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district. Members will serve two years in each four-year term and will only serve longer with the consent of the other member from the same district. Simultaneous service on the Operations Committee and Budget Committee is not allowed. If a commissioner serves on Operations Committee and his or her counterpart serves on Budget Committee, full Commission may suspend Rule XI by a majority vote allowing simultaneous service if one of the two commissioners from a district fails to meet the attendance requirement.

- Rule XIV** A quorum for all committees appointed by Commission shall be five (5) or a majority, whichever is less.
- Rule XV** Any committee member who is absent for three successive meetings may be subject to removal from committee. The member will receive at least five business days' notice of the meeting at which the motion for dismissal is presented. The motion must be approved by majority vote of the committee membership and may be considered further by full commission upon written appeal filed within five days after the vote. Any member may resign from a committee and the seat will be filled at the next commission meeting.
- Rule XVI** The Clerk of Commission (Chief Deputy) shall be responsible for:
- A. Notifying all Commission committee members and the press of committee meetings.
  - B. Preparation and distribution of minutes of Commission committee meetings.
  - C. Duties as defined by the current job description as approved by County Commission.
- Rule XVII** Signs, posters, and placards may be carried outside the Commission or Committee meeting room, but shall not be allowed within.
- Rule XVIII** If any person becomes disorderly or refuses to be in order, the Chairman shall call upon the Sheriff, Deputy Sheriff, or officer for assistance. If such person refuses to come to order or to be seated, the Chairman shall declare such person disorderly and order his or her detention until such time as the Chairman deems that said person is willing to be orderly. Any Committee Chairman may invoke the same authority.
- Rule XIX** All matters not covered in these rules or state law, shall be governed by the latest edition of Roberts Rules of Order. The Chairman, with Commission approval, shall appoint a parliamentarian. The parliamentarian shall either be a member of the Commission or the County Attorney. If the parliamentarian is a Commissioner, the parliamentarian shall be allowed the same rights to debate and vote on motions as any Commissioner.
- Rule XX** The foregoing Rules of Procedure may be amended or repealed by a vote of 2/3 majority (11) of Commission. Rules shall become effective at the next meeting after approval. A rule may be temporarily suspended by a vote of 3/4 majority (12) of Commission.
- Rule XXI** Any Commissioner who abstains for cause, as defined in T.C.A. §12-4-101, or otherwise determined by state law, on any motion coming to a vote before Commission shall not be counted in determining the number of votes needed for a majority, 2/3 majority or 3/4 majority.
- Rule XXII** All proposed Private Acts forwarded to the Tennessee General Assembly for passage must be previously approved by the County Commission by a two-thirds (2/3) majority (11) vote prior to being sent to the General Assembly, the County Commission must subsequently approve the Private Act again at a regular or special called meeting, after approved by the General Assembly, by a two-thirds (2/3) majority vote prior to the Private Act becoming law.

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**Rule XXIII** Motions to rescind something adopted at a previous meeting require a 2/3 majority (11) vote by Commission for approval, unless prior notice has been provided by having it in a committee report or placing it on the agenda by noon of the Wednesday before the meeting that it will be voted on, in which case a majority of commission can approve.

**Rule XXIV** In the event any of the foregoing rules are determined to be in conflict with statutory provisions, then only that part in conflict shall be null and void. The remainder shall remain in full force and effect.

**Rule XXV** Committee reports shall only include action items that were passed by majority vote. Motions that failed or died in Committee may be added to the agenda by a vote of two-thirds majority of commission. If a member moves to approve the added item that failed or died at the Committee level, passage shall require a two-thirds majority vote by commission.

**Rule XXVI** The Chairman of County Commission and the Chairman of any committees thereof shall not make or second any motion without first passing the gavel to:

1. The Vice-Chairman, if he has not spoken on the motion and does not wish to speak; or,
2. Some other member as qualifies in (1) whom the Chairman designates.

The Chairman will not take the gavel back until the body has disposed if the motion.

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Adopted 11-18-02

Amended 4-21-03; 11-19-07; 3-16-15; 2-22-24;

11-17-03; 1-20-09; 12-17-15; 6-16-25;

8-16-04; 3-16-09; 3-21-16; 8-11-25;

9-20-04; 2-16-10; 3-17-20;

1-17-06; 9-16-13; 4-06-23;