BE IT REMEMBERED THAT the Houston County Legislative Body met 371in a Regular Session on April 17, 2023. Present and presiding was Joey Brake, County Mayor. Also attending were Robert R. Brown, County Clerk, Kevin Sugg, Sheriff, Teresa Alsobrooks, Highway Superentendent and Charles Parks, County Attorney. County Commissioners were: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Jean Tolley, Fred Richardson, Carter Cary and Robert Parchman.

MOTION by Darrell Kingsmill, second by Johnathon Floyd.

I move we approve the agenda.

MOTION PASSED

AGENDA HOUSTON COUNTY LEGISLATIVE BODY MEETING April 17, 2023

- Call to Order 1.
- II. Roll Call
- III. **Agenda Approval**
- IV. Minutes Approval
- ٧. Notaries: (New) David Brown, Yuliya Fowler, Melanie Tefft, Dawn Feight (Renewal) Angela Neilson



Convenience Center (GNRC packet)

VII. **New Business**

- 1. Natural Gas Pipeline: Speaker Ken Collins
- 2. Mr. Lang Fusion Farms: HUD Joint Application with Houston County as Lead Sponsor
- 3. Opioid Settlement-Resolution
- 4. Resolution to increase Bid Limits
- 5. Resolution to meet bi-monthly
- 6. Fire Department Surplus Equipment
- 7. 911 board member nomination
- 8. Highway Department Surplus Equipment
- 9. Highway Department Resolution for Fund Balance
- 10. Board of Education Resolution for Fund Balance
- 11. Library board members: Joetta Waldrop and Frank Rossi

VIII. **Budget Amendments and Transfers**

- 1. \$ 2,654.83 Sheriff Dept Cost Pool Overage-February
- 2. \$15,000.00 Sheriff Dept Food Supplies
- 3. \$4,500.00 Sheriff Dept Gasoline
- 4. \$5,000.00 Sheriff Dept Food Service Equip
- 5. \$ 25.00 Archives Donation
- 6. Highway Department Transfers

VIIII **Emergency Service Reports**

- 1. Fire
- 2. Sheriff
- 3. 911

X Adjourn

MOTION by Randall French, second by Johnathon Floyd.

I move we approve the minutes.

MOTION PASSED

MOTION by Howard Spurgeon, second by Darrell Kingsmill.

I make a motion that we approve the first three.

MOTION PASSED

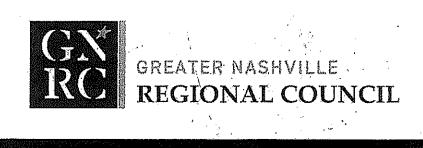
MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion we approve the notary renewal.

MOTTON PASSED

Jory Brake, County Mayor reported to this legislative body on the Convience Center.

4/4/2023



2022 Houston County Solid Waste Annual Progress Report

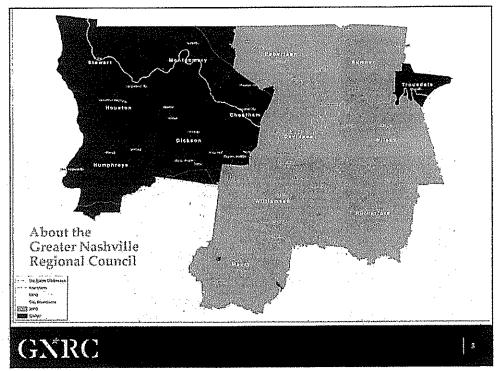
CARSON COOPER, SENIOR PLANNER
APRIL 2013

1

Overview

- About GNRC
- By the Numbers: 2022 Data & Trends
- Recent Achievements
- Future Needs & Goals

GNRC



2

Federal and State Designations



Designated by the U.S. Economic Development Administration as the region's economic development district (1 of 9 across the state)



Designated by the Tennessee Commission on Aging and Disability as the Area Agency on Aging and Disability (same geography as EDD)



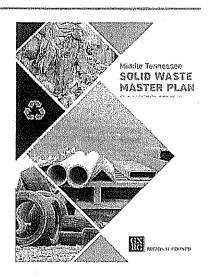
Federally-designated as the metropolitan transportation planning organization for Middle Tennessee (7 county area)

GNRC

4

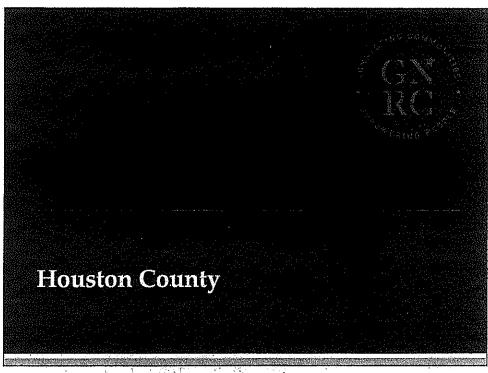
Solid Waste Planning at GNRC

- In 2017, GNRC launched the Solid Waste Directors' Roundtable to improve coordination among local solid waste directors from counties and municipalities
- Each year GNRC works with TDEC to fulfill state, requirements of the Solid Waste Management Act of 1991
 - Assist local governments with preparing annual progress reports
- In 2019, GNRC partnered with TDEC and local governments to create the first regional solid waste master plan
 - waste master plan
 Including online data portal of facilities, materials accepted, and tonnage
- In 2023, kicked off Regional Solid Waste Strike Force to prioritize implementation of master plan

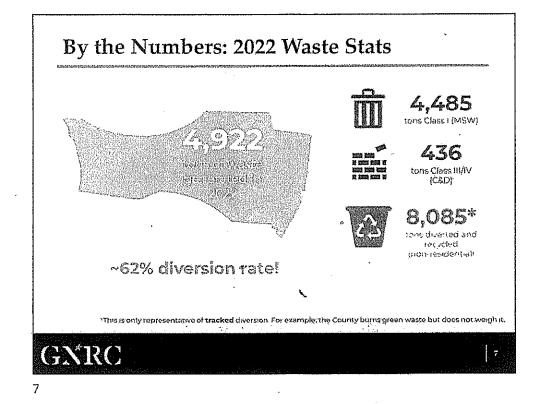


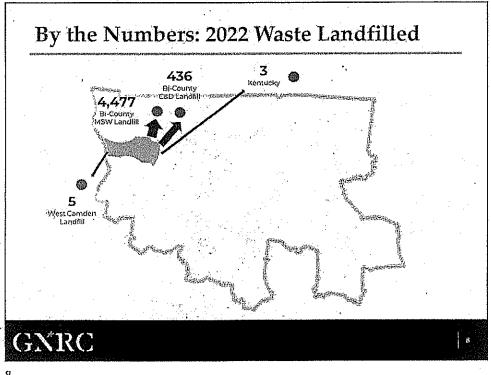
GNRC

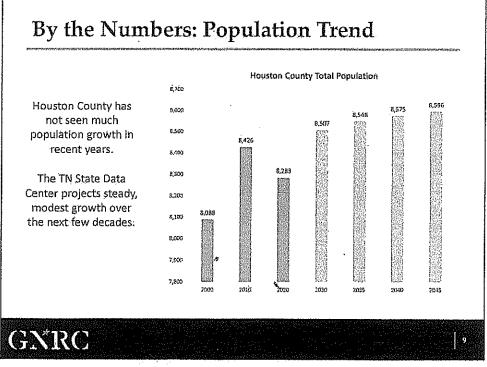
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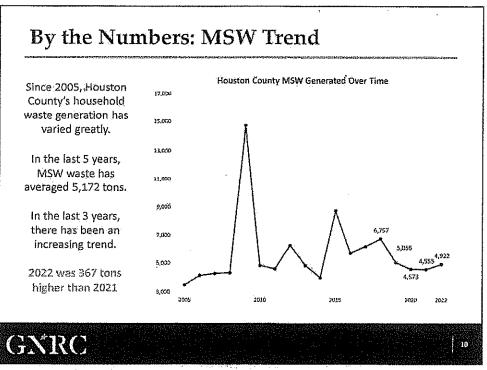


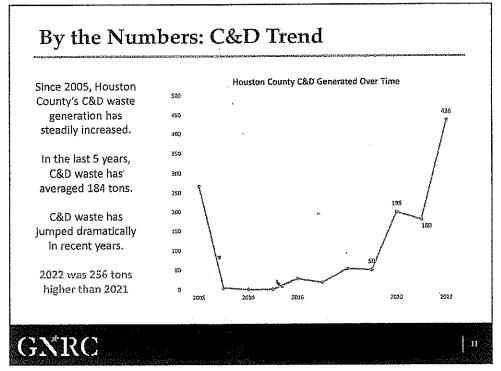
6











11

By the Numbers: Remaining Life Survey

- Bi-County Landfill has a projected 10 years left of capacity, at current rate of 1,006 tons a day
- Other landfills in the region may be closing soon, and reduce Bi-County's capacity quicker
 - Smith Co Landfill—1 year, 6 months
 - Middle Point Landfill—6 years
- Potential need for diverting to West Camden or other nearby landfill for County MSW in near future

GN'RC

12

By the Numbers: 2022 Revenues

\$282,729 Total Revenue

Slightly less than previous years

\$236,731 local taxes

\$14,955 sale of recyclables

\$31,403 State of TN

"Sourced from TACIR County Audit Exhibit G-4-Sanitation

GNRC

12

10

Recent Achievements

- · Houston County does not charge disposal fees to residents or businesses
- Recently purchased new compactor that has optimized waste capacity.
- Reduced convenience center operation from 7 days a week to 6 (closed on Sundays)
 - Reduced number of loads each day to Bi-County
 - Closer to minimum (8 tons) tonnage per load (averaging 7.76 tons)
 - Saving around \$12,000 a month
 - · Reserves a day for compactor maintenance
- Purchased tire cutter to reduce cost of landfilling tires
- Working with TDEC to host first Household Hazardous Waste event in recent years later in 2023

GNRC

T

Future Needs & Goals

- Houston County is looking to open a 2nd part-time convenience center (3 days/week) in the next few years to increase accessibility for residents
 - · New center will require additional staff, equipment, and coordination
- The County struggles to increase residential recycling due to low volumes
 - Need for marketing/education materials and additional equipment
- Interested in purchasing woodchipper to mulch green waste and turn a profit (currently burned)
- Interested in grant assistance from TDEC for equipment, convenience center(s), and education

GNRC

15

15

Information on Available Grants

- Convenience Center Grants: establishing new convenience centers that provide access to underserved areas
 - Land, paving, fencing, attendant shelters, power, containers, compactors, public education & signs needed for center operation
- Recycling Equipment Grants: equipment needed for collection, processing, operations, or preparation of recovered materials for transport/marketing
 - Recycling carts, containers, compactors, balers, glass crushers, sorting, forklifts, collection trucks
- Household Hazardous Waste Collection Grants: temporary storage buildings, siting of permanent facilities, equipment/signage

https://www.tn.gov/environment/about-tdec/grants/grants-materials-management-grants-home.html

GNRC

16

Joey Brake, County Mayor reported to this legislative body that next was Natural Gas Pipeline. That Mr. Collins is not here and that we would move on and if he comes in we will go back to it.

Joey Brake, County Mayor reported to this legislative body that next was Mr. Lang Fusion Farms.

MOTION by Robert Parchman, second by Howard Spurgeon.

I make a motion that we vote on step 1.

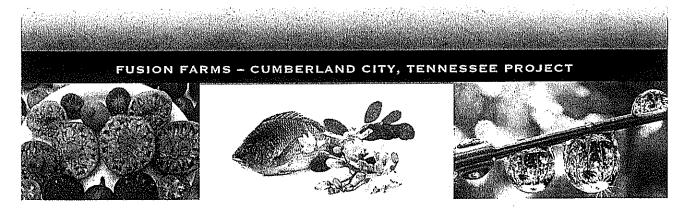
YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Jean Tolley, Fred Richardson, Carter Cary and Robert Parchman.

MOTION PASSED



POWERING





What is HUD 108 Progra

The Section 108 Loan Guarantee Program (Section 108) provides Community Development Block Grant (CDBG) recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects. Communities can use Section 108 guaranteed loans to finance specific projects, like Fusion Farms

Rural Tennessee Authori

The State of Tennessee's Rural Pool has Sec. 108 Loan Guarantee Authority Program availability of \$140,890,095 with Houston County's CDBG Entitlement and HUD Section 108 Loan Guaranty Program Authority and Availability: \$10,000,000

No Financial or Contingent Liability to the County, No Balance Sheet Impact

HUD National Priorit

HUD National Priorities

- Low-Moderate Income serving
 - SHIP Qualifies in both Counties
- Elimination or prevention of blight
 - SHIP is a Certified Site
- Urgency
 - Food Shortages already documented, see USDA Local Food Purchase Programs



HUD 108 Loan Guaranty Program

- There has never been a "default" within this program!
- >There is no contingent liability upon the municipality as the federal government is the guarantor and not the local municipality.
- ➤There is no risk of loss to the Municipality.



Section 108's unique flexibility and range of applications makes it one of the most potent and important public investment tools that HUD offers to state and local governments. It is often used to catalyze private economic activity in underserved areas in cities and counties across the nation or to fill a financing gap in an important community project.

The HUD Section 108 Loan Guarantee Program can be used as a grant as long as the principal and interest payments have the consent of the local municipality to be deducted from future CDBG entitlement funding.

- > Risk Mitigation:
 - No Contingent Debt Liability to the County
 - > No Financial or Balance Sheet Impact to the County Credit

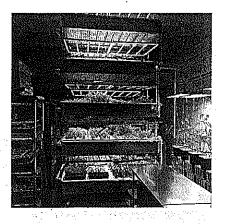


USDA Local Food Purchase Programs - The USDA Agricultural Marketing Service (AMS) has "... signed a cooperative agreement with Tennessee for more than \$4.1 million to increase their purchase of nutritious, local foods for school meal programs ... Through the Local Food for Schools Cooperative Agreement Program (LFS), the Tennessee Department of Education (TDOE) purchase and distribute local and regional foods and beverages for schools to serve children through the National School Lunch and School Breakfast Programs. These products will be healthy and unique to their geographic area, with the goal of improving child nutrition and building new relationships between schools and local farmers ... The LFS cooperative agreements will allow organizations the flexibility to design food purchasing programs and establish partnerships with farmers and ranchers that best suit their local needs, accommodate environmental and climate conditions, account for seasonal harvests, improve supply chain-resiliency and meet the needs of schools within their service area ..."



What is FusionFarms?

Fusion Farms is an Indoor Vertical Aquaponics Farm that uses sustainable agriculture principles to deliver high-quality, nutrient-dense, hyperlocally produced vegetables and leafy greens.



ORIGINS:

The "fusion" of ancient aquaponics and modern agtech!

Fusion is the process of combining two or more things together into one. Proven historical aquaponics combined with modern engineering to take it vertical.

Fusion is a merging of diverse, distinct, or separate elements (aquaculture, hydroponics, indoor vertical farming) into a unified whole (the closed-loop ecosystem of vertical aquaponics to optimize efficiency and effectiveness of new agtech founded on proven age-old technology)

Fusion is the dominant source of energy for stars in the universe.

Fusion Farms is the dominant source of energy and technology for the future of food manufacturing



WE GROW FOOD...WE SELL FOOD...WE BUILD FARMS

THE CAROUSEL FOOD PRODUCTION MODEL FOR HYPER-LOCAL SUSTAINABLE AGRICULTURE REDUCES FOOD MILES AND GIVES YOU THE PRODUCE YOUR CUSTOMERS WANT EYERY WEEK IN THE QUANTITY YOU NEED.

CARGUSEL FOOD PRODUCTION IS THE HENRY FORD MANUFACTURING MODEL APPLIED TO FOOD MANUFACTURING

- DEFINE WHAT PRODUCE YOUR CUSTOMERS WANT
- DESIGN A CUSTOM CEAD SYSTEM BASED ON MARKET NEED:
 - DEVELOP THE STRATEGY FOR IMPLEMENTATION
 - DELIVER THE HIGHEST QUALITY PRODUCE
- · High-tech Controlled Environment Aquaponics "CEAq" facility designed and constructed adjacent or clase to the distribution center where it will be sold
- Grow hyper-local leafy greens that are healthier, safer, higher quality, locally-grown, pesticide-free, and all-natural, pure food -- mOrganicTM
- · A design in which most elements, products, and by-products are recycled or repurposed so that nothing is wasted (moving towards ZERO WASTE)
- A design that may be fully operational off-grid, using clean renewable energy
- · A design that is repeatable, scalable, modular, and transferrable to other locations, "food deserts" or local grocery stores in need of local fresh food sources
- A production ecosystem of CEAq-grown, non-GMO, "mOrganic^{TM"} leafy greens fueled by chemical and hormone-free farmed fish

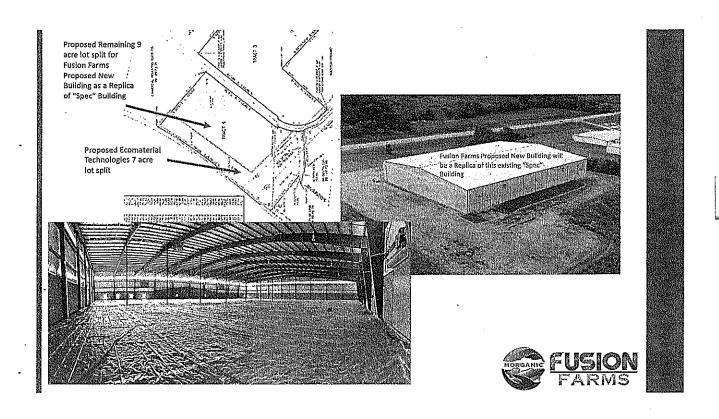


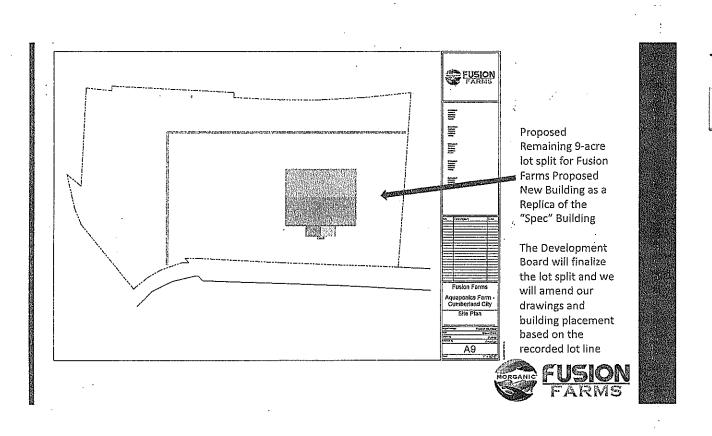


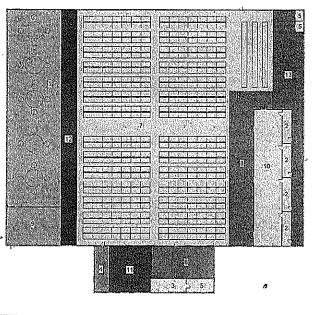
The Opportunity

- 1 Quickly Build 54,000 SQ.FT. INDUSTRIAL SHELL
- (2) Center Point between 3 Major Markets
- (3) \$250k Acquisition Price, 9 acres total
- (4) Permit & CUP Ready
- (5) Floor Plan and Rack Layout Completed
- 6 Low Cost Energy Availability
- 7) 70 mi to Nashville, 20 mi to Clarksville, 185 mi to Memphis
 - 8) 30' Clear Height, 30' Column Spacing









Building Areas

- District Pressure Area

 ID Cold Room

 ☐ Employee Entrance/Positive Air Pressure Contains

 E Employee Lab Changing Room/BloSecure Level 1
- ⊡ Employee Restrooms ଆ Emplyee Break Room/Meeting Area

- © Emplyee Break Room/Meeting Are

 Grow Room/BioSecure Level 2

 Harvesiling/Cleaning/Maintenance

 Mechanica/Equipment Room

 D Packing/Labeling/Boxing

 Public Ently/Display/Sales

 Secting/Germinallon/Planling/Trai

 Warehouse/Distribution/Shipping/F

	Building Areas	
Number	Name	Area
1	Aquaculture Area	7554 SF
2	Cold Room	866 SF
3	Employee Entrance/Positive Air Pressure Containment	323 SF
4	Employee Lab Changing Room/BioSecure Level 1	471 SF
5	Employee Restrooms	368 SF
6	Emplyee Break Room/Meeting Area	1444 SF
7	Grow Room/BioSecure Level 2	28072 SF
B	Harvesting/Cleaning/Maintenance	2918 SF
9	Mechanical/Equipment Room	1435 SF
10	Packing/Labeling/8oxing	2689 SF
11	Public Entry/Display/Sales	1348 SF
12	Seeding/Germination/Planting/Transplanting	2583 SF
13	Warehouse/Distribution/Shipping/Receiving	3085 SF

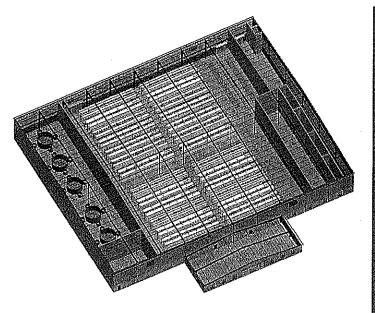


Fusion Farms Aquaponic Farm - Cumberland City

Floor Plan - Areas А5

WHAT IS PLANNED

- **(1**) Total Project Cost = \$20,000,000
- 28 Standard Fusion Farms Modular Racks
- (3 Indoor Closed-Loop Aquaponics
- 4 219,520 Plant Capacity
- (5) 131,712 Lbs. Production Per Month
- (6) \$1,317,120 Revenue Per Month
- 7 Stabilized NOI = \$588,597 Per Month
- 8 30' Clear Height, 30' Column Spacing





THE RIGHT CROPS

EXAMPLES OF OUR CROP SELECTION

With our CEAq system, we can even fill in the seasonal gaps to provide fresh crops year-round when traditional farming cannot typically grow fresh local produce from October through April. Some examples include:



Microgreens



Lettuces (multiple varietals)

Strawberries







Cilantro



Eggplant

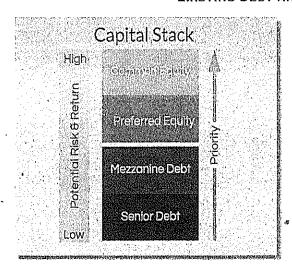


B CREATION – Fusion Farms Cumberland City	, TN					
timated Salaries - Fusion Farms	I	Annual Working Hours	Inidal Hire Headcount	Total Compensation	Full Operations Headcount	Total Compensation
		2080	Tennessee		Tennessee	<u> </u>
Position	Estimated Average Safary				.k	
of Farm Manager	\$110,000	\$53	1	\$110,000	1	\$110.0
h Operations Lead Tender	\$80,000	538		\$80,000 /	_1	580,0
rm Operations Lead Grower	\$80,000	\$38	1	\$80,000		\$80,0
m Operations Manager	\$50,000	\$29	1	\$50,000		\$60,0
h Operations Manager	\$60,000	\$29	1	\$60,000		\$60,0
riling Fish Team Lead	\$45,000	\$22	1	\$45,000	2	\$90,0
rung Farm Associate Lead	\$45,000	\$22	1	\$45,000		\$90,0
od Safety, Director	\$95,000	\$45	1	\$95,000	1	\$95,0
/QCManager	\$50,000	\$29	1	\$60,000	2	\$120,0
Technician	550,000	S24	6	\$0	4	\$200,0
nitation Manager	\$65,000	\$31	1	\$65,000	1	\$65,0
nitation Crew Associate	\$40,000	\$19	4	\$160,000	6	\$240,0
bility Maintenance Manager	\$85,000	\$41	1	\$85,000	1	\$85,0
Bity Maintenanco Technician	\$50,000	\$24	4	\$200,000	В	\$400,0
D Innovation Manager	\$85,000	S41	0	SO	1	\$8\$,0
D Innovation Team Associate	\$60,000	\$39	0	SO	2	\$120.0
ring Fish Associate	\$35,000	\$15	12	\$420,000	18	\$630,0
rting Farm Associate	\$35,000	316	35	\$1,225,000	40	\$2,400,0
tong ramin Associate	\$7,000			SO	4	\$28,0
ance Director/Manager	\$95,000	eas	garan da antara da a	\$95,000		\$95.0
	\$65,000	t		\$0		\$65,0
ounting, invoking & Receivables	\$75,000	garanteen and a transfer of the state of the		\$75,000	· · · · · · · · · · · · · · · · · · ·	\$150.0
curement	\$90,000	330,		\$90,000	· - · · · · · · · · · · · · · · · · · · ·	\$90,0
		343	gram amaning in the self-	\$90,000	* 1 * * * * * * * * * * * * * * * * * *	\$270,0
es & Relationship Manager	\$90,000	1		30,000	and the same of the country	590,0
mmunications & Marketing				580,000		\$80,0
tribution Manager	580,000			\$40,000	ana anakan ing dan katawa	\$40,0
tribution & Warehouse Lead	\$40,000	\$19 \$18	in a series	\$280,000		\$420,



CUMBERLAND CITY PROJECT - WHAT WE HAVE

EXISTING DEBT AND EQUITY PARTNERS



TYPICAL CAPITAL STACK

\$5,00,000 Preferred Equity in Special Purpose Company ("SPC") as stand-alone profit center.

- 25% Preferred Equity in SPC
- 25% Junior Debt (PACE Funding)
- 50% Senior Funding (HUD 108 or USDA Guaranteed Loan, 60% to 80% guarantee of Loan)

Structure on a \$20 million project:

- \$ 5 million Equity in SPC
- \$ 5 million Junior Debt (PACE Loan)
- \$10 million HUD 108 Funding

Fusion Farms — Managing/Operating Partner ("FF") as Building Developer and Farm Operator



PRESENTATION SUMMARY

HOUSTON COUNTY COMMISSIONERS
TO VOTE ON APPROVING RESOLUTION
TO BE LEAD MUNICIPAL SPONSOR

Two Key Considerations;

- Sustainable Farm Producing HyperLocal, Nutrient-Rich Food
- > HyperLocal Jobs that are Career Path, not seasonal
- > Risk Mitigation:
 - \succ No Contingent Debt Liability to the County
 - $\, \succ \,$ No Financial or Balance Sheet Impact to the County Credit





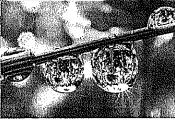
POWERING











I move we approve.

MOTION PASSED

ביסטומוון בחיפוטף וב. ושבטטבטט-טבבב-אטבטאר ורסס ו

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart Opioids Implementation Administrator opioidsparticipation@rubris.com

Houston County, TN

Reference Number: CL-391278

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("New National Opioid Settlements") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This Participation Package is a follow-up communication to the Notice of National Opioid Settlements recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Tennessee is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

This electronic envelope contains:

- Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims; and
- Form for Proposed Amendments to the Tennessee State-Subdivision Opioid Abatement Agreement.

The Participation Form for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

There are three proposed amendments to the State-Subdivision Agreement: (1) extending the agreement to these new settlements; (2) deleting a sentence regarding redirected funds; and (3) extending the agreement to the Endo bankruptcy funds. You will be asked to *Approve* or *Not Approve* each amendment separately. The current State-Subdivision Agreement is posted on the Attorney General website: Opioid Settlements (tn.gov).

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does <u>not</u> participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does <u>not</u> participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the New National Opioid Settlements with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) Electronic Signature via DocuSign: Executing the Participation Forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning Participation Forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) Manual Signature returned via DocuSign: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.
- (3) Manual Signature returned via electronic mail: If your subdivision is unable to return executed Participation Forms using DocuSign, signed Participation

Forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Chris Dunbar at the Tennessee Attorney General's Office at Chris.Dunbar@ag.tn.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

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

[] Approve Amendment 1	[] Do Not Approve Amendment 1

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.

[] Approve Amendment 2 [] Do Not Approve Amendment 2

Amendment 3:

Amendment 2:

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.

[] Approve Amendment 3 [] Do Not Approve Amendment 3

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 - 2023 Amendments

EXHIBIT K Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

I]	Yes	[]] No
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tate: TN

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



Houston County, TN
Reference Number: CL-391278

Signature:

Name:

Title:

Date:

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments $\ 2$

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- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:		,,-,		·
Name:	least action to the state of t			
Title:			t .	
Date:		,		



Exhibit K Subdivision and Special District Settlement Participation Form

Governmental Entity: Houston County	overnmental Entity: Houston County		State: TN	
Authorized Signatory: Address 1: Address 2:				
Address 1:	3		ŧ	
Address 2:	3			
Authorized Signatory: Address 1: Address 2: City, State, Zip: Phone:				
Phone:				
Email:			****	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

٢	1	Yes	Γ	1	No
١.	J		-	-	

Governmental Entity: Houston County	State: TN
Authorized Signatory: Address 1:	
Address 1:	
· Address 2:	
Authorized Signatory: Address 1: - Address 2: City, State, Zip: Phone:	
Phone:	
Email:	-

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	
Name:	
Γìtle:	
Date:	



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Γitle:	
	₩
Date:	



[] No

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

State: TN		Governmental Entity: Houst	
			Authorized Signatory:
			Address 1:
			Address 1: Address 2:

City, State, Zip: Phone:

[] Yes

Email:

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



[]No

[] Yes

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Governmental Entity: Houston County	State: TN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Fmail:	•

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this	Election	and Release	on behalf	of the
Governmental Entity.				

Signature:	
Name:	
Title:	
Date:	



RESOLUTION NO. ____

A RESOLUTION AUTHORIZING ______ 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 County, Tennessee.
WHEREAS, 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, County has previously joined settlements with three
pharmaceutical distributors and a manufacturer;
WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have
proposed settlements that County finds 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 th Tennessee General Assembly and was signed into law by Governor
Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation
settlements;

WHEREAS, there is currently proposed legislation that would apply the statutory

provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

D is

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 settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF
COUNTY, TENNESSEE,
Section 1. That County finds that the amendments to the Tennessee Plan are
in the best interest of 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 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 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 theCounty Mayor is hereby expressly authorized to
execute any formal agreement and related documents evidencing County's agreement
to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries,
Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any
other settlement of opioid-related claims that Tennessee has joined.
Section 5. That the County Mayor is authorized to take such other action
as necessary and appropriate to effectuate County's participation in the Tennessee
Plan and these settlements.
Section 6. This Resolution is effective upon adoption, the welfare of County,
Tennessee requiring it.
ADOPTED this the day of , 2023.
ATTEST:

-3-

{N0433784,1}

I make a motion to approve.

MOTION PASSED

RESOLUTION TO INCREASE THE THRESHOLD OVER WHICH PUBLIC ADVERTISEMENT AND SEALED COMPETITIVE BIDS OR PROPOSALS ARE REQUIRED

	•
WHEREAS, 2022 Public Chapter 1016 amended To authorize the county commission, by resolution public advertisement and sealed competitive bids up to \$25,000 for non-emergency, non-proprieta centralized purchasing, or in counties that do not here.	n, to increase the threshold over which or proposals are required to an amount ary purchases in counties having non-
WHEREAS, the county legislative body of	County has determined that the of the bidding threshold is in the best

interest of the county,					
			•	•	
NOW THEREFORE I	BE IT RESOLVE	D by the coun	ty legislative	body of_	
County meeting in	session this	day of	. 20	. that:	

SECTION 1. Pursuant to the provisions of 2022 Public Chapter 1016, the threshold over which public advertisement and sealed competitive bids or proposals are required is increased to \$25,000 for nonemergency, nonproprietary purchases.

SECTION 2. At least three written quotes shall be obtained, when possible, for purchases costing less than the bid threshold but more than 40% of such bid threshold.

SECTION 3. This resolution shall take effect upon adoption, the general welfare requiring it.

Adopted this 18 day of April, 2023

County Mayor

TES COL

APPROVED:

BROWN

I make a motion to approve.

MOTION PASSED



HOUSTON COUNTY GOVERNMENT LEGISLATIVE BODY MEETING SCHEDULES RESOLUTION

NO.

RESOLUTION TO ESTABLISH A LEGISLATIVE BODY MEETING SCHEDULE

WHEREAS, the County Legislative Body is required by law to meet at least four times annually at a time and place established by resolution of the county legislative body. T.C.A. § 5-5-104 and,

WHEREAS, every member of the County Legislative Body shall be required to attend each and every session of the body. T.C.A. § 5-5-106;

NOW THEREFORE, BE IT RESOLDVED, by the Governing Body of Houston County . Tennessee as follows:

SECTION 1. That Houston County Legislative Body shall set the following schedule for Legislative Body Meetings to be held at the Houston County Courthouse, 4725 East Main Street, Erin, TN 37061 every other month on the third Monday at 6:00 p.m, starting this rotation with the first meeting in April 2023.

SECTION 2. If this day falls on a Holiday, the meeting will be held the following Monday. If a meeting needs to be changed for any reason, public notice will be given and all Commission Members notified.

SECTION 3. This Resolution shall be reviewed and revised as necessary.

SECTION 4. This Resolution shall take effect upon passage, the public welfare requiring it, with all orders or resolutions in conflict with this resolution repealed.

SECTION 5. On March 20, 2023 voted as a majority to change the meetings to every other month starting with the April 2023 meeting, then the next meeting would be June 2023 and so on and so forth.

NOW, THEREFORE, BE IT RESOLVED, by the Houston County Legislative Body meeting in regular session on this 17th day of April 2023 the Commission approved this Resolution as written;

ATTEST:	APPROVED:
County Clerk	County Mayor



Houston County Fire Department
P.O. Box 50
2400 West Main St.
Erin, Tennessee 37061
Chief James Stanley

Cell: 931-801-7585 Office: 931-289-4460



4 April 2023

To: Houston County Commission

Subj: Surplus boat and ladders

Commissioners;

I am asking to surplus the following equipment and vehicles:

2005 Rescue One boat 3 24 ft ground ladders 3 14ft roof ladders

The reason for these items being surplused are as follows:

The rescue one boat is an older boat that has only one hull. The new boats are double hulled and safer. It also has a 25 HP tiller motor. The motor is greatly under powered and trying to use the tiller for rescue operations is not feasible. We also have two other boats and a third is not needed.

I recently purchased new ladders to replace the above, so they are no longer needed. The replaced ladders are thought to have a manufacture date of 2000, way past the recommended 10-year life span.

Please direct the money collected to cover the purchase of the tanker from Lawrenceburg.

Thank you for your consideration, Chief James Stanley Joey Brake, County Mayor reported to this legislative body that next was the 911 board member nomination, nominating Howard Spurgeon to the board.

MOTION by Steve Hall, second by Johnathon Floyd.

I make a motion to approve.

MOTION PASSED

MOTION by Randall French, second by Johnathon Floyd.

I make a motion to approve.

MOTION PASSED



Teresa Alsobrooks - Hghway Superintendent

3340 Hghway 149 - Erin, TN 37061 - Office: (931) 289-4151 - Fax: (931) 289-5185

Date: April 17, 2023

To: Houston County Legislative Body

Re: Surplus Sale Items

The Houston County Highway Department is requesting approval to sell the following Surplus Sale items

DESCRIPTION	MODEL	НР	UNIT NO.	YEAR	SERIAL NUMBER
Dump Truck, Mack, 6X4	CV713	370	29	2005	1M2AG11CX5M021402
Dump Truck, Ford Sterling, 6X4	L9501	370	18	1999	2FZNCMDB6XAB04092

RESOLUTION

A RESOLUTION OF THE HOUSTON COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE AN AMENDMENT TO THE ESTIMATED BEGINNING FUND BALANCE FOR THE HOUSTON COUNTY HIGHWAY FUND FOR FISCAL YEAR 2022-2023

WHEREAS, the Board of County Commissioners of Houston County, Tennessee at the June 21, 2022 adopted the budget for the Houston County Highway Fund for fiscal 2022-2023; and,

WHEREAS, the said Board of County Commissioners of Houston County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Houston County Highway Fund; and,

WHEREAS, it is necessary and appropriate that the said budget of the Houston County Highway Fund be amended to thereby correct the estimated beginning fund balance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the Houston County, Tennessee assembled in regular session of this the 17th day of April, 2023 a majority or more of said membership concurring, that the estimated beginning fund balance for the Houston County Highway Fund be and hereby is amended to \$ 1,619,707.00

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED		
	Robert Brown	
	County Clerk	
APPROVED		
	Joey Brake	
	County Mayor	



FY23 BEGINNING FUND BALANCES RESOLUTION NO. 3-2023

A RESOLTION OF THE HOUSTON COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE AN AMENDMENT TO THE ESTIMATED BEGINNING FUND BALANCE FOR THE HOUSTON COUNTY BOARD OF EDUCATION FOR FISCAL YEAR 2022-2023

WHEREAS, the Board of County Commissioners of Houston County, Tennessee at the <u>June 21, 2022</u> adopted the budget for the Houston County Board of Education fund for fiscal year 2022-2023; and

WHEREAS, the said Board of County Commissioners of Houston County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Houston County Board of Education Fund; and,

**/HEREAS, it is necessary and appropriate that the said budget of the Houston County Board of Education and be amended to thereby correct the estimated beginning fund balance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the Houston County, Tennessee assembled in regular session of this the <u>April 17, 2023</u>, a majority or more of said membership concurring, that the estimated beginning fund balance for the Houston County Board of Education Fund be and hereby is amended to:

\$4,034,419. General

County Mayor

\$621,801. Food Service

Fund 141

Fund 143

New Library Board Members

The following people have been appointed as potential library board members for your consideration:

Joetta Waldrop

Frank Rossi

Thank you,
Robbie Higgins
Library Director



Houston County Courthouse P.O. Box 366 Erin, Tennessee 37061

Rachael Mathis

hcexassist@peoplestel.net

Phone: 931-289-3633 Fax: 931-289-2799

Date: April 17, 2023

To: Legislative Body

From: County Mayor's Office

Re: Jail's Budget

Funds are requested to move from the unassigned fund balance to the 101-54210-340 Medical and Dental Services due to cost pool limitation bill from Southern Health Partners for February expenses totaling \$2,654.83.

Jail's Budget: Medical and Dental Services

From: 101-39000 Unassigned Fund Balance \$2,654.83

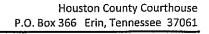
To: 101-54210-340 Medical and Dental Services . 2,654.83

MOTION by Howard Spurgeon, second by Steve Hall.

I make a motion we approve 2,3 and 4 as they are all related.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Jean Tolley, Fred Richardson, Carter Cary and Robert Parchman.

MOTION PASSED





Rachael Mathis

hcexassist@peoplestel.net

Phone: 931-289-3633 Fax: 931-289-2799

Date: April 17, 2023

To: Legislative Body

From: County Mayor's Office

Re: Jail's Budget

Funds are requested to move from the Cafeteria Personnel 54210-165 into 54210-422 Food Supplies due to increase costs on food supplies for the remainder of the fiscal year.

Jail's Budget: Food Supplies

From: 101-54210-165 Cafeteria Personnel \$15,000.00

To: 101-54210-422 Food Supplies 15,000.00



Rachael Mathis

hcexassist@peoplestel.net

Phone: 931-289-3633 Fax: 931-289-2799

Date: April 17, 2023

To: Legislative Body

From: County Mayor's Office

Re: Jail's Budget

Funds are requested to move from the Cafeteria Personnel 54210-165 into 54210-425 Gasoline due to increase fuel costs for the remainder of the fiscal year.

Jail's Budget: Food Service Equipment

From: 101-54210-165 Cafeteria Personnel \$4,500.00

To: 101-54210-425 Gasoline 4,500.00

"This institution is an equal opportunity provider and employer"



Rachael Mathis

hcexassist@peoplestel.net

Phone: 931-289-3633 Fax: 931-289-2799

Date: April 17, 2023

To: Legislative Body

From: County Mayor's Office

Re: Jail's Budget

Funds are requested to move from the Guards 54210-160 into 54210-710 Food Service Equipment.

Jail's Budget: Gasoline

From: 101-54210-160 Guards \$5,000.00

To: 101-54210-710 Food Service Equipment 5,000.00

"This institution is an equal opportunity provider and employer"



Houston County Archives & Museum P.O. Box 366 Erin, Tennessee 37061

Melissa Barker Archivist/Records Manager Houston County, Tennessee

houstoncountyarchive@gmail.com Phone: 931-289-4839

Fax: 931-289-2799

17 March 2022

To Houston County Mayor and County Commission

Re: Budget Transfer

Please transfer the \$25.00 donation from the Old Reynoldsburg Chapter DAR from the County Donations Revenue Line Item to the Houston County Archives & Museum Travel Line-Item.

101-48610

Old Reynoldsburg Chapter DAR Donation

\$25.00

Τo

101-51910-355

Travel Line Item

\$25.00

Thank You

Heliss

Melissa Barker

Houston County Archivist/Records Manager

Don't throw it away, donate it to the archives!



Teresa Alsobrooks - Hghway Superintendent

3340 Hghway 149 - Erin, TN37061 - Office: (931) 289-4151 - Fax: (931) 289-5185

Date: April 17, 2023

To: Houston County Legislative Body

Re: Budget Transfers/Amendments

Budget Transfer From:	Amount:	Budget Transfer To:
62000-143 Equipment Operators	\$ 1,800.00	61000-161 Secretary
61000-355 Travel	\$ 800.00	61000-327 Freight Expenses
47230 - Disaster Relief	\$ 50,000.00	62000-405 Asphalt-Liquid
47230 - Disaster Relief	\$ 20,000.00	62000-405 Asphalt-Liquid
47230 - Disaster Relief	\$ 30,000.00	62000-409 Crushed Stone
62000-147 Truck Drivers	\$ 20,000.00	63100-142 Mechanics
62000-143 Equipment Operators	\$ 3,300.00	63100-142 Mechanics
62000-143 Equipment Operators	\$ 2,000.00	63100-187 Overtime Pay
39000 - Fund Balance	\$ 6,000.00	63100-336 Maintenance & Repair Srv - Equipment
66000-513 Worker's Comp Insurance	\$ 2,000.00	63100-338 Maintenance & Repair Srv - Vehicle
47230 - Disaster Relief	\$ 20,000.00	63100-412 Diesel
39000 - Fund Balance	\$ 29,000.00	63100-418 Equipment & Machinery Parts
66000-513 Worker's Comp Insurance	\$ 500.00	63100-446 Small Tools
39000 - Fund Balance	\$ 13,000.00	63100-453 Vehicle Parts
65000-351 Rentals	\$ 150.00	65000-410 Custodial Supplies
65000-511 Vehicle & Equipment Insurance	\$ 1,000.00	65000-415 Electricity
39000 - Fund Balance	\$ 27,000.00	66000-207 Medical Insurance
66000-513 Worker's Comp Insurance	\$ 300.00	66000-329 Laundry Service
62000-399 Other Contracted Services	\$ 50,000.00	68000-714 Highway Equipment
39000 - Fund Balance	\$ 50,000.00	68000-714 Highway Equipment
39000 - Fund Balance	\$ 200,000.00	68000-718 Motor Vehicles
TOTALS	\$ 526,850.00	

4/5/23, 8:39 AM

Zimbra

Please find below the call volume for the HCFD March 2023

	January	February	March	Overall
Bomb Threat	0	0	0	0
Brush Fires	1	2	5	8
EMS Assist	1	2	2	5
EMS Scene Flights	0	0	0	0
Fire Alarms	1	1 `	1	3
Flooding	0	0	Ò	0
Follow up Investigation	0	0	0	0
Gas Leak	0	2	2	4
Chimney Fire	0	0	0	0
Landing Zone Setup	4	3	4	11
Motor Vehicle Collision	11	4	8	23
Mutual Aid	0	0	3	3
Power Outage	0	0	0	0
Public Assist	1	1	1	3
Report of Smoke	1	1	3 .	5
Storm Damage	0	0	3	3
Structure Fires	0	4	3	7
Traffic Control	0	0	1	1
Vehicle Fires	0	1	1	2
Water Rescue/Recovery	1	0	0	1
Work Detail	0	0	0	0
Monthly Total	21	21	37	79
Event Standby	0	0	1	1
Football Game Standby	0	0	0	0
Weekly Meetings	4	4	4	12
Monthly Total	4	4	5	92

Kindest regards, Donnette Stanley



Calls for Service from 03/01/2023 to 03/31/2023

Wrecks = 20

Alarm Calls = 7

Burglary = 3

Domestic Violence = 7

Traffic Stops = 58

Arrests / Booked = 36

Attempt to Serve = 98

Drug Arrest = 1

Prisoner Transport = 7

Theft Calls = 4

Calls for Service Per Month

January = 448

February = 382

March = 436

April =

May =

June =

= ylut

August =

September =

October =

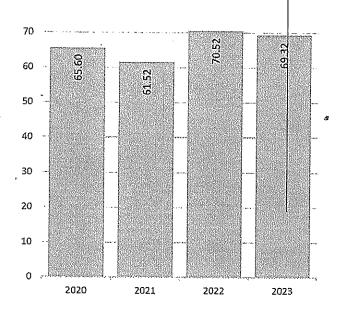
November =

December =

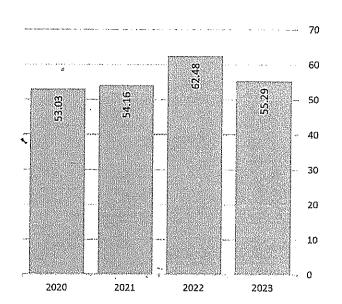


MARCH 2023 MONTHLY REPORT

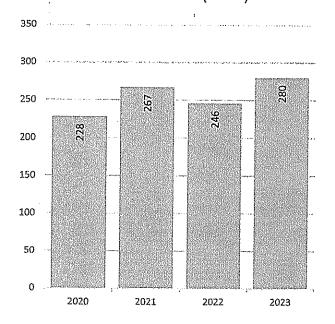
HOURS OF PHONE TRAFFIC



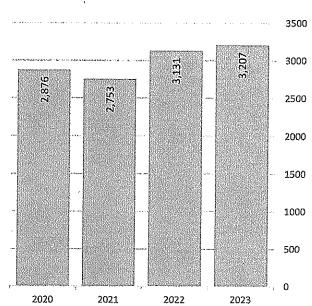
HOURS OF RADIO TRAFFIC



OF EMERGENCY (911) CALLS



OF NON-EMERGENCY CALLS



Prepared on April 03, 2023

MOTION by Darrell Kingsmill, second by Steve Hall.

I move we adjourn.

MOTION PASSED