

BE IT REMEMBERED that the Houston County Legislative Body met in a Regular Session on November 20, 2023. Present and presiding was Joey Brake, County Mayor. Also attending was Robert R. Brown, County Clerk, Melissa Barker, Houston County Archivist, Charles Parks, County Attorney, Robbie Higgins, Librarian, Dale Popp, EMA Director, Kevin Sugg, Sheriff and James Stanley, Fire Chief. County Commissioners were: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathan Floyd, Darrell Kingsmill, Vickie Reedy, Fred Richardson, Carter Cary and Robert Parchman.

MOTION by Darrell Kingsmill, second by Steve Hall.

I move we approve the agenda with one addition. Item 15 discussion with county attorney, contract with the hospital.

MOTION PASSED

AGENDA
HOUSTON COUNTY LEGISLATIVE BODY MEETING
November 20, 2023



- I. Call to Order
- II. Roll Call
- III. Agenda Approval
- IV. Minutes Approval
- V. Notaries: (New) Sarah Robinson, Jasmine Kizer
(Renewal) Jackie Clark, Constance Meadows, Carol Pulley
- VI. Old Business
 - 1. Master Plan Update with Mr. George Brogdon
 - 2. Danville Store Update
 - 3. Armory Update
- VII. New Business
 - 1. Mid Cumberland \$20,000.00 Opioid Funds
 - 2. Amanda Elliott E-2 Opioid Funds
 - 3. Hud 108 Loan
 - 4. Ham Radio Discussion
 - 5. Juul Contract
 - 6. Elections Voting System and Equipment
 - 7. Personnel Committee: Updated Items
 - 8. EMA Surplus Trailer
 - 9. Sheriff's Dept Cell Phones
 - 10. Fire Dept Ford Explorer Surplus Vehicle
 - 11. State Budget Approval Letter
 - 12. Archives Record Request Process
 - 13. 40th Anniversary of the HC Historical Society
 - 14. 911 Board Nomination Bryan Bumpus
 - 15. Service Contract with Hospital
- VIII: Budget Amendments and Transfers
 - 1. \$19,500.00 Jail Cafeteria Personnel
 - 2. \$152.16 Civil Defense Fuel Transfer
 - 3. \$7,000.00 Fire Department Equipment
 - 4. \$15,000.00 Fire Department Replacement Vehicle
 - 5. \$150,000.00 Project Diabetes Grant
 - 6. \$25,000.00 Fair Board Donation
 - 7. Highway Department Transfers
 - 8. Board of Education Transfers

XI: Reports

1. Highway Department Quarterly Report
2. Board of Education Quarterly Report
3. Library Quarterly Report
4. Fire Department Report
5. Judicial Commissioners Report
6. Sheriff Department Report

XII: Public Comment: Chris Barker, Mike Neulip

XII: Adjourn

Sign-in sheet to request to speak at the

Houston Co. Legislative Body Meeting



Meeting Date: 11-14-2023
2/11/2023

[illegible]

MOTION by Darrell Kingsmill, second by Stephanie Smith.

I move we approve the minutes.

MOTION PASSED

MOTION by Randall French, second by William Agy.

I move we approve the new notaries.

MOTION PASSED

MOTION by Johnathon Floyd, second by Darrell Kingsmill.

I move we approve the notary renewals.

MOTION PASSED

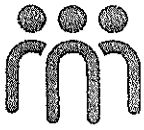
Joey Brake, County Mayor reported to this legislative body that George Brogdon was not here tonight. Joey Brake, County Mayor gave a update on the Master Plan, Danville Store and the Armory.

MOTION by Randall French, second by Steve Hall.

I make a motion that we approve \$20,000.00.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Vickie Reedy, Fred Richardson, Carter Cary And Robert Parchman.

MOTION PASSED



MIDCUMBERLAND

Human Resource Agency

October 19, 2023

Mayor Joey Brake
County Mayor, Houston County
4725 E. Main Street
Courthouse
Erin, Tennessee 37061

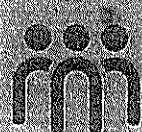
Dear Mayor Brake,

The Mid-Cumberland Human Resource Agency (MCHRA) is expanding our Community Corrections and Misdemeanor Management Programs! A project summary is attached, our goal---to provide safe, quality, and affordable housing with wrap-around recovery services, which will support Tennesseans who are building a life of recovery.

MCHRA recently received an award thru the Tennessee Department of Mental Health to complete Phase 1, eight two-bedroom townhomes. **We are requesting \$20,000 of Houston County's Opioid allocation** to use as matching funds for the Neighborhood Service Center (NSC), a central hub for wrap around resident services. Please let me know if you need any additional information.

Your continued interest and support of our mission is appreciated,

April J Clark
Director of Correctional Services
Mid-Cumberland Human Resource Agency



ABOUT US

après
TOWNHOMES

MID-CUMBERLAND HUMAN RESOURCE AGENCY

Founded in 1974, the Mid-Cumberland Human Resource Agency (MCHRA) is an independent, non-profit organization committed to helping individuals and communities become more self-sufficient. Mid-Cumberland makes a positive difference in the lives of Tennesseans by working in partnership with them to foster independent living and, in the process, restore hope and dignity to their lives.

MCHRA has extensive and varied expertise with the recovery community and serves the following counties: Cannon, Cheatham, Dickson, Hickman, Houston, Humphreys, Lewis, Perry, Rutherford, Stewart, Sumner, Trousdale, and Williamson Counties. MCHRA has over 35 years of experience operating the Community Corrections Program and Misdemeanor Management Services in 22 courts throughout 13 Counties and 6 Judicial Districts.

MCHRA has a history of successful programming, with an 8.4% recidivism rate among participants in its court appointed programming. Additionally, MCHRA has Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) licensure to teach Alcohol & Drug DUI School as well as licensure to facilitate Day Reporting Centers for the Tennessee Department of Correction (TDOC). MCHRA works daily with licensed detox centers, treatment providers, both residential and out-patient services, recovery courts, sober living communities, mental health service providers, and other recovery services.

Understanding the Need

Housing for people in recovery is difficult to find.

Stable housing plays a vital role in a person's recovery from substance use disorders (SUDs). An inability to pay rent and the threat of losing housing can lead to stress triggering substance misuse and relapse.[1] People experiencing homelessness who also have SUDs typically find it difficult to address their substance use without a safe place to live. They often use alcohol or drugs to cope with the dangers of life on the streets.[2] Unfortunately, individuals who complete a treatment program and return to their former housing arrangements may be exposed to the same social and neighborhood environment that facilitated the addiction, which can lead to a relapse. As such, housing is a critical aspect of recovery, supporting re-entry into the community after completing substance abuse treatment.[3] **In the Mid-Cumberland area alone, fatal overdoses have increased each year from 2017-2021, or a 118% increase over the period.**[4] The availability of recovery housing in Middle Tennessee remains a challenge for those being released from incarceration, with criminal justice involvement, and/or a SUD or co-occurring disorder. Changes in the quantity, affordability, and increased housing insecurity during and after the COVID-19 pandemic have given rise to an increased population in need of recovery housing in Middle Tennessee.

[1] Rajita Sinha, "Chronic Stress, Drug Use, and Vulnerability to Addiction," *Annals of the New York Academy of Sciences*, July 2018, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2732004/>.

[2] Timothy Johnson, "Homelessness and Drug Use," *American Journal of Preventive Medicine*, Vol. 32, Issue 6, June 2007, [https://www.ajpmonline.org/article/S0749-3797\(07\)00104-3/pdf](https://www.ajpmonline.org/article/S0749-3797(07)00104-3/pdf).

[3] <https://thda.org/pdf/Recovery-Housing-Issue-Brief-FINAL.pdf>

[4] <https://www.tn.gov/health/health-program-areas/pdo/pdo/data-dashboard.html>



OUR PROJECT après TOWNHOMES

Provide safe, quality, and affordable housing with wrap-around recovery services to support Tennesseans building a life of recovery.

What we will accomplish.

In April 2023, MCHRA was awarded funding through the TDMHSAS Creating Homes Initiative (CHI) for the construction of Phase I, eight two bedroom townhomes. Après Townhome is a long-term residential housing solution to support Tennesseans with Substance Use Disorders (SUDs) achieve their recovery goals and re-establish their lives within the community.

The completed development will provide 19 two-bedroom residential housing units for individuals with Substance Use Disorders (SUDs), specifically those with opioid use, and will be a National Alliance for Recovery Residents (NARR) Level 3 facility.

Available Services.

Après Townhomes will be a “one stop shop” for residents to receive evidence-based curriculums and wrap around services within the complex. Any service not available onsite, will be identified and the individual will be referred to another qualified provider. On-site services will include:

- EMPLOYMENT ASSISTANCE
- TRANSPORTATION
- WRAPAROUND AND RECOVERY SUPPORT
- FAMILY SUPPORT AND REUNIFICATION

Timeline

The estimated time to complete Phase I of the building and infrastructure is 12 months. Our first residents are expected to move into their new homes starting Fall 2024.

Funding Needed for a Neighborhood Service Center

Total costs for this project are: \$600,000

To promote individualized growth the Neighborhood Service Center (NSC) will provide a safe, supportive place for residents and community members to engage in a variety of recovery services including Alcohol Anonymous (AA), Narcotics Anonymous (NA), Celebrate Recovery, Bible study, and others. The Après team recognizes each person's recovery journey is unique.

Additional services within this space will include Case Management, Outpatient Treatment, and wraparound services. Community partners will be able come on-site to share resources and information with residents during scheduled times. The NSC will also serve as the transportation hub to connect residents to appointments, employment, and other legal obligations. Finally, the NSC will provide a dedicated space for the Department of Children's Services (DCS) to hold supervised visitations to assist families with reunification.

QUICK FACTS

WHAT WE HAVE TODAY.
MCHRA has purchased the site on Highway 70 in Burns, TN within Dickson County. Tennessee Department of Mental Health has dedicated funding for Phase 1.

COST TO RESIDENTS.
Après will charge residents \$150 per week. Any other basic needs will be provided through partner agency support.

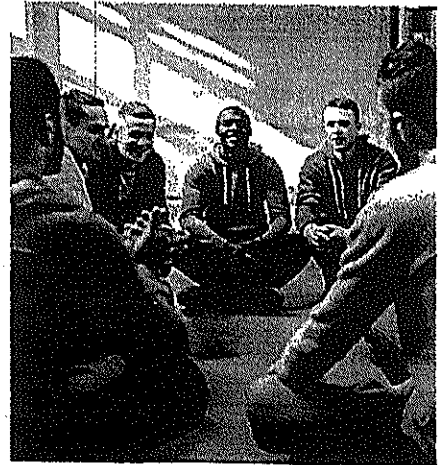
PHASE 1.
Après Townhomes will provide housing to Males with substance use and/or co-occurring disorders.

ELIGIBILITY.
Residents cannot be on the sex offender registry and must have completed detox, inpatient, and/or residential programming prior to placement, or released from jail and sober, with clean drug screen.

SAFE AND SECURE.
24/7 security on-site.

UNDERSTANDING OUR IMPACT

Ensure we are internally evaluating our progress by developing measurable goals and objectives. MCHRA will have a continuous review process and ensure we are collecting data allowing for informed decisions.



Increase access for individuals with substance use disorder (SUD) to safe, stable, and affordable housing.

OBJECTIVE 1: CREATE HOUSING RESOURCES/SUPPORTS BETWEEN TREATMENT AND RECOVERY.

OBJECTIVE 2: PROVIDE CONNECTION TO HOUSING TO 72 INDIVIDUALS AT APRÈS TOWNHOMES; THE FIRST PERSON BEING HOUSED BY FALL 2024.

OBJECTIVE 3: PROMOTE A RECOVERY ORIENTED, RESILIENCY - FOCUSED, TRAUMA INFORMED SERVICE PROVISION AND CONNECTION FOR ADULTS, AND FAMILIES, WHICH IS EVIDENCE BASED, AND CULTURALLY COMPETENT."

OBJECTIVE 4: INCREASE COMMUNITY AWARENESS AND COLLABORATION AROUND SUDS AND RECOVERY THROUGH OUTREACH TO REDUCE BARRIERS TO LONG-TERM HOUSING AND RECOVERY IN MIDDLE TENNESSEE."

Consider the diverse population we intend to serve and the barriers they face. MCHRA will identify focus populations in Middle Tennessee experiencing disparate access, use, and outcomes related to housing and address those through Après. MCHRA will partner with local and statewide providers to implement strategies to assist persons of diverse culture, religious, racial, and linguistic backgrounds, disability status, socioeconomic status, gender, and sexual orientation to access culturally reflective treatment and recovery support.

Remember that no single intervention can reduce opioid dependence and death. Ensuring the services MCHRA refers to, and directly provide, allow for increased opportunities for individuals to make changes and move their recovery forward into the next chapter of their lives. Every path to long-term change is different and providing options for recovery and improved quality of life is directly connected to MCHRA's mission.

Address barriers of residents. Addressing the need for housing is one component of Après as it will increase financial stability, facilitate changes in physical, mental, and emotional health for residents, reduce transportation barriers and provide social sober activities. MCHRA will use assessments to identify individual barriers and develop actionable care plans with residents to reduce/eliminate those obstacles.

Provide staff with relevant training to best meet the changing needs of the target population. Regular and relevant training is vital to ensuring adherence to best practices and standards, and implementation of specific practices or evidence-based activities.

CALL TO ACTION

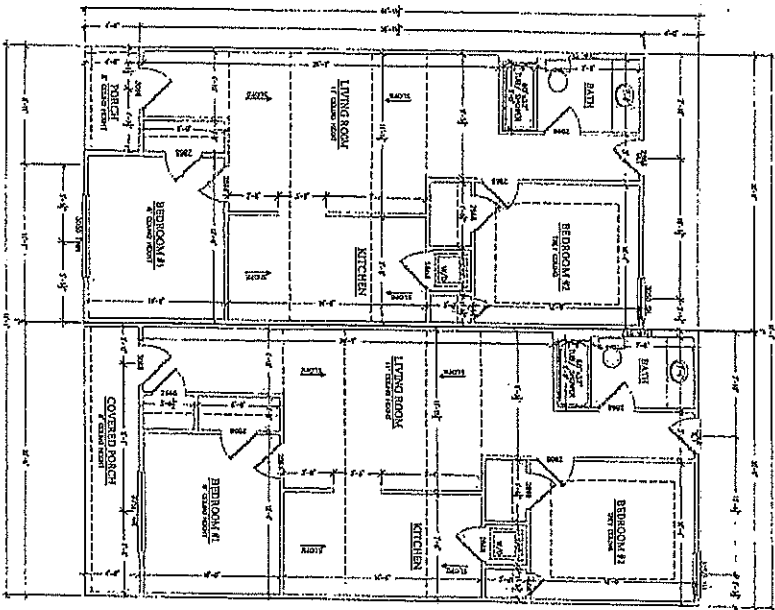
MCHRA is seeking opportunities to fund the Neighborhood Service Center and identify housing and recovery resources for individuals across Middle Tennessee.

Please contact Jane Hamrick, Executive Director at jane.hamrick@mchra.com to discuss how your organization can help this vulnerable recovery population reach their goals of becoming productive citizens.

[illegible]

LANDSCAPE PLAN
MAP 119, PARCEL 076.00
BURNS, TENNESSEE

BURNS TOWNHOMES



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

- SPECIAL NOTES
1. ALL EXT. WALLS 3 1/2" MIN. WALLS 3 1/2" (UNLESS NOTED OTHERWISE)
 2. ALL ANGLES 45° (UNLESS NOTED OTHERWISE)
 3. 8'-1 1/8" CEILING HEIGHT 1ST FLOOR (UNLESS NOTED OTHERWISE)
 4. 7'-0" WINDOW HEADERS HEIGHT (UNLESS NOTED OTHERWISE)
 5. ALL EXTERIOR WINDOW AND DOOR HEADERS TO BE 2-2X10" (UNLESS NOTED OTHERWISE)
 6. STAIRWAYS, HALLWAYS AND GLAZINGS TO COMPLY WITH ALL CHECK FOR LOCAL CODES
 7. PROVIDE 2-2X4" VERTICAL SUPPORT (WH) UNDER EACH END OF ALL STRUCTURAL BEAMS AND HEADERS LONGER THAN 30' (UNLESS NOTED OTHERWISE)
 8. ALL FRAMING MEMBERS TO BE #2 SYP. (UNLESS NOTED OTHERWISE)
 9. THESE PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE BUILDING DEPARTMENT AS NECESSARY TO OBTAIN A PERMIT FOR CONSTRUCTION. THE BUILDING DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 10. METAL INSULATION AS REQUIRED AND SPECIFIED BY BUILDER
 11. FLOORING SHALL BE INSTALLED BETWEEN CEILING AND FLOOR SPACES PER LOCAL CODE.
 12. ALL REQUIRED WINDOWS MUST COMPLY TO LOCAL ENERGY CODES.

ALL WALLS 3 1/2" UNLESS NOTED OTHERWISE

A3
4

BR DESIGN
5016 SPEDALE COURT SUITE 193
SPRING HILL, TN 37174
(615)477-3374

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2A BEDROOM UNIT	804 SF
2B BEDROOM UNIT	804 SF
TOTAL HEATED	1608 SF

Joey Brake, County Mayor reported to this legislative body that we need to skip Item 2 and come back to it later.

121

MOTION by Fred Richardson, second by Randall French.

I make a motion to table and send to a committee of the county mayors choice.

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

MOTION PASSED

HUD 108 Funding

<https://www.hudexchange.info/programs/section-108/section-108-program-eligibility-requirements/#source-of-section-108-loans>

OVERVIEW

The Section 108 Loan Guarantee Program (Section 108) provides communities with a source of low-cost, long-term financing for economic and community development projects. Section 108 financing provides an avenue for communities to undertake larger, more costly projects, where they may have limited resources to invest in upfront.

Section 108 can fund economic development, housing, public facilities, infrastructure, and other physical development projects, including improvements to increase their resilience against natural disasters. This flexibility of uses makes it one of the most potent and important public investment tools that HUD offers to states and local governments.

Section 108 assistance can be deployed in two ways:

- Directly by the community or its governmental or non-profit partner to carry out an eligible project, or
- Indirectly with a community or its partner re-lending (or, in limited circumstances, granting) the funds to a developer or business to undertake an eligible project

The program is authorized under Section 108 of the Housing and Community Development Act of 1974 as the loan guarantee component of the **Community Development Block Grant (CDBG) Program**. The specific regulations governing the Section 108 Program may be found at **24 CFR 570, Subpart M, Loan Guarantees**.

Purpose of the Section 108 Program

The program allows local governments to leverage portions of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of redeveloping entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Local governments borrowing funds guaranteed by HUD through the Section 108 Program must pledge their current and future CDBG allocations as security for the loan, however, the goal of the program is for

projects to have sufficient cash flow to repay the loan without any need for current or future CDBG contributions.

The 2018-2022 HUD Strategic Plan goals target the Section 108 Program to implement two very important goals:

- Goal 2B: Meet the Need for Quality Affordable Rental Homes: Expand the supply of affordable rental homes where they are most needed**
- Goal 4A: Build Inclusive and Sustainable Communities Free From Discrimination: Catalyze economic development and job creation, while enhancing and preserving community asset**

Section 108 Loans and CDBG Requirements

Meeting National Objectives

For purposes of determining eligibility, the CDBG rules and requirements apply to Section 108 projects. As with the CDBG Program, all projects and activities must meet one of the CDBG Program's three national objectives:

- Benefit low- and moderate-income persons (various ways as described below)
- Aid in the elimination or prevention of slums or blight
- Meet urgent needs of the community

The primary objective of the CDBG Program is to develop viable urban and rural communities, by expanding economic opportunities and improving the quality of life, principally for persons of low- and moderate-income.

To achieve this objective, at least 70 percent of CDBG funds, including Section 108 loans, must be utilized to benefit low- and moderate-income persons (LMI).

The following subcategories meet the LMI national objective:

- **Low/Mod Area Benefit (LMA)** - Activity will benefit all residents in a particular area, where at least 51 percent of the residents are LMI persons
- **Low/Mod Limited Clientele (LMC)** - At least 51 percent of the beneficiaries of the activity have to be LMI persons
- **Low/Mod Job Creation/Retention (LMJ)** - Activity will create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons

The HUD CPD Map Tool may be used to identify low-income census tracts along with other demographic information. [Access the map tool.](#)

Chris Barker and Mike Neulip addressed this legislative body and discussed ham radios.

Motion by Robert Parchman, second by Glenn Baggett.

I move we transfer to the EMA Committee.

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

MOTION PASSED

MOTION by Vickie Reedy, second by Glenn Baggett.

I make a motion to accept it.

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

MOTION PASSED

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GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

Houston County, the undersigned Releasor (the "Releasor"), is a plaintiff in the Juul Labs Inc. ("JLI"), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor's claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria's payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties' agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor's claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. "Altria" means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. "Claims" means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

3. **"Individual Government Entity Settlement Payment"** means any payment made to a Releasing Party.
4. **"Law"** means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. **"Liabilities"** means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. **"Lien"** means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor's Individual Government Entity Settlement Payment.
7. **"Non-Released Party" or "Non-Released Parties"** means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. **"Release"** means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. **"Released Claims and Liabilities"** means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria's investment in JLI, Altria's interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria's investment in JLI, Altria's interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. **"Released Parties"** means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. **"Releasing Parties"** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor's authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **"Settlement Agreement"** means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. **"Settlement Program"** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section "Pursuit of Certain Claims" below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties' activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor's and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party's rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

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 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "Alleged Harms"), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees: Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payer Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a "**Non-Released Party Judgment**"); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party's joint liability with such Released Party (a "**Claim-Over**"), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a "**Non-Party Settlement**"), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled "By:"; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled "Name"; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled "Title"; (4) type the name of the Government Entity agreeing to this Release in the field labeled "Government Entity Name"; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

By: /s/ _____
Name: Joey Brake
Title: _____
Government Entity Name: Houston County
Dated: _____



Frantz Law Group
A Professional Law Corporation

*Emerald Plaza • 402 West Broadway, Suite 860 • San Diego, CA 92101 •
Ph (619) 233.5945 • Fax (619) 525.7672 • frantzlawgroup.com*

**CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

September 8, 2023

Joey Brake
PO Box 366
Erin, TN 37061

Re: *Settlement Offer for Government Entity Claims Against Altria*

Dear Houston County:

We are pleased to inform you that pursuant to the global "Government Entity Settlement Agreement" with Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria"), Houston County is eligible to receive a gross offer of \$ 2,523.75 to resolve its Government Entity claims against Altria. From that amount, attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Houston County.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria County and City Allocation Approach" document describes in detail those factors and the allocation methodology. The accompanying "Final Allocation: Counties and Cities" document provides further information regarding the objective factors used in the allocation.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against Altria given (a) the Altria-related harm the Entity has suffered; and (b) the burdens, risks, uncertainties, time, and expense of continued litigation (expense that the Entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims against Altria in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in the litigation against Altria, we believe that settling now and receiving payment for your Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against Altria will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release").
2. That same authorized individual should sign this letter where indicated below.

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by Altria through the Settlement Program and, in exchange, is giving up its right to a trial against Altria and the other Released Parties.¹ Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against Altria. In addition, even if the Entity is successful at trial, Altria always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against Altria and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including Altria] caused in whole or in part concerning and/or connected with JUUL Products." Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with Altria's payment into the Government Entity Qualified Settlement Account of the total gross

¹ Page 3 of the enclosed Release (definition 10) sets out all of the Released Parties.

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Settlement Amount described in the accompanying "Description of Settlement Agreement."

B. The Government Entity's Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria County and City Allocation Approach" document and the "Final Allocation: Counties and Cities" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value for your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Settlement Payment

As explained in the accompanying "Description of Settlement Agreement," Altria's Settlement Payment into the Government Entity Qualified Settlement Account will be paid within 60 days of the federal MDL Court's Final Approval of the proposed class action settlement against Altria involving economic loss claims by consumers who said they overpaid for JUUL's vaping products. We do not yet know what the Court's timetable will be for considering preliminary, then final, approval of the proposed class action settlement, but expect payments to be made in the first half of 2024.

The best way to ensure that your Government Entity receives its settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of Altria's Settlement Payment into the Government Entity Qualified Settlement Account.

* * * * *

Again, if your choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages of BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this aggregate Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me by email: WShinoff@frantzlawgroup.com or by phone: 619-964-0073.

Sincerely,

William Shinoff, Esq.

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Joey Brake
Printed Name

Date

11/22/2023 | 08:00 PST

Houston County Mayor
Title within Government Entity

DocuSigned by:
Joey Brake
Signature
11/22/2023 8:14:44...

Joey Brake, County Mayor reported to this legislative body that next was Elections Voting Systems and Equipment but, no action needed.

Wish List for Houston County 2024 from ES&S

Tabulation Hardware

Quantity	Item Description	Unit Price	Extended Price
DS200 Poll Place Scanner and Tabulator:			
2	DS200 WITHOUT Ballot Box or Carrying Case (Includes Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	\$5,445.00	\$10,890.00
2	Standard 4GB Memory Device (Additional)	\$115.00	\$230.00

ExpressVote Universal Voting System:

3	ExpressVote BMD (Includes Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	\$3,660.00	\$10,980.00
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Ballot on Demand Hardware

1	Compact Color Printer with Firmware (For use with BOD Laptop)	\$1,245.00	\$1,245.00
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Election Services

X	Tabulation Equipment Installation	\$1,975.00
X	1 Year Hardware and Software Warranty	Included
X	Estimated Shipping and Handling	\$1,240.00

Total Purchase Solution \$26,560.00

Payment Terms

Amount due within thirty (30) calendar days of contract execution: \$13,280.00

Amount due within thirty (30) calendar days of delivery of Hardware and/or Software: \$13,280.00

Priorities - Houston County 2024

1 – ExpressVote Ballot Marking Devices (I do not have spare machines, two (2) would work but three (3) would be better)

2 – BOD Color Printer (much needed upgrade to color will save on additional printing costs and reduce waste because my current printer is black and white)

3 – DS200 Scanners – (back-up scanners with 4GB memory sticks) (have a backup scanner but during COVID in 2020 I had that deployed too, at least one more is needed, two would be best)

Attached is the wish list I sent to the Secretary of State's office and they approved my request.

Below are the emails to confirm that my request was approved.

Annette H. Pulley, Administrator

Houston County Election Commission

931-289-3047 Phone

931-289-5010 Fax

Annette,

Your request has been approved. I will work on a contract with these details.

Thanks,

Andrew

Andrew Dodd | Assistant Coordinator of Elections

Division of Elections

Office of Tennessee Secretary of State Tre Hargett

Office: (615) 253-4587

This electronic mail may be subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503. Any reply to this email may also be subject to this act.

Our Core Values: Exceptionalism – Collaboration – Integrity – Stewardship

The mission of the Office of the Secretary of State is to exceed the expectations of our customers, the taxpayers, by operating at the highest levels of accuracy, cost-effectiveness, and accountability in a customer-centered environment.

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From: Houston Commission <Houston.Commission@tn.gov>
Sent: Wednesday, September 6, 2023 11:59 AM
To: Andrew Dodd <Andrew.Dodd@tn.gov>
Subject: RE: Potential Grant Opportunity

Andrew,

I had a wish list already made just needed to get the prices from Cam. I attached what we could use in Houston County. Anything you do will really help.

Annette H. Pulley, Administrator

Houston County Election Commission

931-289-3047 Phone

931-289-5010 Fax

From: Andrew Dodd <Andrew.Dodd@tn.gov>
Sent: Wednesday, September 6, 2023 9:24 AM
Subject: Potential Grant Opportunity

Good morning,

The following information is only being sent to counties whose voting system purchases were only partially funded with \$10,000 per voting location grants from our office in recent years.

As you know, the General Assembly passed a bill last year requiring all counties to transition to voting systems with a voter-verifiable paper audit trail for elections after January 1, 2024. Secretary Hargett requested, and Governor Lee's budget included funds to assist counties to avoid the transition being an unfunded mandate for the counties required to make a change under the new law.

We recognize that your county was ahead of the curve and made this decision prior to the mandate, and that your purchase was funded in part by your county in addition to the \$10,000 per voting location grant you received from our office. While state finance procedures do not allow us to reopen those grants for additional reimbursements, Secretary Hargett and Coordinator Goins are reviewing opportunities to further assist your county to ensure you have adequate equipment for next year's presidential cycle.

Please respond to this email with a summary of any voting system needs and potential amount you would request if additional funds were available. Please limit your request to items related to the voting system that would have been

covered under the initial grant, such as scanners, ballot marking devices, and ballot on demand printers.

Again, the only counties who are receiving this email are counties who used county funds to supplement the grants received from our office. If possible, please submit your request by September 14. Let me know as you have questions or if you need some additional time.

Thanks,

Andrew

Andrew Dodd | Assistant Coordinator of Elections
Division of Elections
Office of Tennessee Secretary of State Tre Hargett
Office: (615) 253-4587

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Website: <https://sos.tn.gov/>

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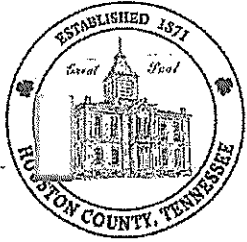
www.facebook.com/TNStateLibraryArchives/timeline

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MOTION by Randall French, second by Steve Hall.

I make a motion to accept.

MOTION PASSED



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

JOEY BRAKE
County Mayor
Houston County, Tennessee

CountyMayor@hocotn.com
Phone: 931-289-3633
Fax: 931-289-2799

November 8, 2023

Good afternoon,

Per the October 10th 2023 meeting of the personnel committee, it was recommended to start random drug testing 6 county employees per quarter. Along with updating the bereavement time from three days unpaid to three days paid bereavement time off.

Other updates include changing the courthouse schedule to give the departments the option to work four 10s with hours from 7:30 a.m.-5:30 p.m. The courthouse will remain open five days a week with the extended hours of operation. Holidays will also need to be updated to include Juneteenth as a recognized holiday and remove the additional day off after Christmas. The last update was to update the per diem meal costs to match the State of Tennessee costs.

Sincerely,

Joey Brake
Houston County Mayor

MOTION by Randall French, second by Steve Hall.

I make a motion to accept.

MOTION PASSED



**HOUSTON COUNTY
EMERGENCY MANAGEMENT AGENCY**
2400 W MAIN ST · PO BOX 333 · ERIN, TN 37061
931-289-2911 / FAX: 931-289-4022

November 9, 2023

Houston County Board of Commissioners
4725 E Main St
Erin, TN 37061

RE: Request to Surplus Fixed Asset

Houston County EMA requests permission to surplus a Four Winds travel trailer stored at the Houston County Convenience Center and list it on GovDeals. Any money generated from the sale should be returned to the county's general fund.

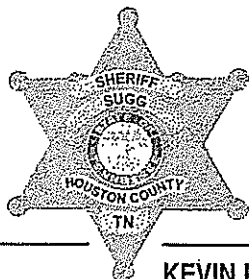
Sincerely,

Dale Popp
Director

MOTION by Randall French, second by Steve Hall.

I move that we refer to the budget committee and the personnel committee and come back in January 2024.

MOTION PASSED



Houston County SHERIFF'S OFFICE

3330 Highway 149
Erin, Tennessee 37061

KEVIN L. SUGG, Sheriff

(931) 289-4614 Fax: (931) 289-5579

Please see attached quote for department-issued cell phones from AT&T. Due to public records requests on personally owned cellular devices, CTAS has confirmed any personally owned device is subject to public records request in the event it is used in the official capacity of the public office. We requesting that 22 devices be purchased for the Sheriff's Office staff to protect the privacy of our employees. The devices will be used for all official business of the Sheriff's Office.



Houston County SHERIFF'S OFFICE

3330 Highway 149
Erin, Tennessee 37061

KEVIN L. SUGG, Sheriff

(931) 289-4614 Fax: (931) 289-5579

Quote from AT&T Cellular Service

22 Devices	33.34 Per Month x 22 Devices	\$733.48 For 36 months
22 Service Lines	40.00 Per month	\$880.00
Insurance for 22 Devices	18.00 x 22 Devices	\$396.00
	The Monthly Statement estimate	\$2009.48
	The Yearly Cost Estimate	\$24113.76
Phone Cases for 22 devices	\$70.00 per Device	\$1540.00

The start-up cost for Devices, Cases, Services, and Insurance is Estimated at \$25,653.76

MOTION by Randall French, second by Glenn Baggett.

I make a motion to sell it.

MOTION PASSED



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



2023

To: Houston County Commissioners

Subject: 2013 Ford Explorer Surplus

Commissioners,

I am asking permission to surplus the following vehicle:

2013 Ford Explorer (Chiefs vehicle)

As we have discussed in the past, the transmission is slipping. The vehicle has over 155,000 miles and is no longer financially feasible to remain in service.

I am also asking that the money collected, from this sale, go into 101-54310-719 motor vehicle line item in the Fire Department budget.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read "Jim Stanley".

MOTION by Randall French, second by Glenn Baggett.

I move we approve.

MOTION PASSED



JASON E. MUMPOWER
Comptroller

October 27, 2023

Honorable Joey Brake, Mayor
and Honorable Board of Commissioners
Houston County
PO Box 366
Erin, TN 37061-0366

Dear Mayor Brake and Members of the Board:

This letter acknowledges receipt of a copy of Resolution No. 1-2024 adopted on September 18, 2023, which amended the fiscal year 2024 budget for Houston County (the "County"). County officials amended the budget to increase debt service in the General Purpose School Fund by \$5,000. Upon adoption of the resolution to amend its budget, the County met all requirements for budget approval in accordance with our letter dated August 29, 2023.

This letter constitutes approval, by our office, for the County's fiscal year 2024 budget.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Benjamin Johnson, at 615.747.8831 or Benjamin.S.Johnson@cot.tn.gov.

Sincerely,

Handwritten signature of Sheila A. Reed in black ink.

Sheila Reed, Director
Division of Local Government Finance

Handwritten signature of Benjamin Johnson in black ink.

Benjamin Johnson, Financial Analyst
Division of Local Government Finance

cc: Rachel Mathis, Budget Contact, Houston County
SR: bj

Dear Mayor Brake,

Attached is a letter signed by our Director, Sheila Reed, approving Houston County's fiscal year 2024 budget. Please share this letter with your governing body.

If you need a hard copy of this document, please print a copy and retain for your records. The attached file is your official communication from this office. You will not receive them in the U.S. Mail.

If we may be of further assistance, or if you have any questions, please feel free to call or write.

Thank you,

Whitney Playl

Specialist, Division of Local Government Finance

Comptroller of the Treasury | Cordell Hull Building

425 Rep. John Lewis Way North | Nashville, TN 37243 - 1102

whitney.playl@cot.tn.gov | (615) 747.5335



Mission: To Make Government Work Better

Melissa Barker, Archivist addressed this legislative body about the Archives Record Request Process.

POLICY:

MODEL PUBLIC RECORDS POLICY
PUBLIC RECORDS POLICY
FOR
HOUSTON COUNTY

Pursuant to Tenn. Code Ann. § 10-7-503(g), the following Public Records Policy for HOUSTON COUNTY is hereby adopted by HOUSTON COUNTY to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tenn. Code Ann. § 10-7-501, et seq.

The TPRA provides that all state, county and municipal records shall, at all times during business hours, which for public hospitals shall be during the business hours of their administrative offices, be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tenn. Code Ann. § 10-7-503(a)(2)(A). Accordingly, the public records of HOUSTON COUNTY are presumed to be open for inspection unless otherwise provided by law.

Personnel of HOUSTON COUNTY shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to open public records. However, the integrity and organization of public records, as well as the efficient and safe operation of HOUSTON COUNTY, shall be protected as provided by current law. Concerns about this Policy should be addressed to the Public Records Request Coordinator for HOUSTON COUNTY or to the Tennessee Office of Open Records Counsel ("OORC").

This Policy is available for inspection and duplication in the office of HOUSTON COUNTY MAYOR. This Policy shall be reviewed annually.

This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of HOUSTON COUNTY except the following offices, departments, or divisions of HOUSTON COUNTY, which have separate public records policies:

- a. _____
- b. _____
- c. _____

I. Definitions:

A. Records Custodian: The office, official or employee lawfully responsible for the direct custody and care of a public record. See Tenn. Code Ann. § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.

B. *Public Records*: All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tenn. Code Ann. § 10-7-503(a)(1)(A).

C. *Public Records Request Coordinator*: The individual, or individuals, designated in Section III, A.3 of this Policy who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. See Tenn. Code Ann. § 10-7-503(a)(1)(B). The Public Records Request Coordinator may also be a records custodian.

D. *Requestor*: A person seeking access to a public record, whether it is for inspection or duplication.

II. Requesting Access to Public Records

A. Public record requests shall be made to the Public Records Request Coordinator ("PRRC") or his/her designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.

B. Requests for inspection only cannot be required to be made in writing. The PRRC should request a mailing or email address from the requestor for providing any written communication required under the TPRA.

C. Requests for inspection may be made orally or in writing using the Public Records Request Form at 4725 East Main Street, Erin, TN 37061 or by phone at (931) 289-3633 or fax at (931) 289-2799.

D. Requests for copies, or requests for inspection and copies, shall be made in writing using the Public Records Request Form available at 4725 East Main Street/PO Box 366, Erin, TN 37061.

E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or alternative acceptable form of ID is required as a condition to inspect or receive copies of public records.

F. Certain public notices, agendas, minutes, and other public documents are posted on the courthouse bulletin board at 4725 East Main Street, Erin, TN 37061.

III. Responding to Public Records Requests

A. Public Record Request Coordinator

1. The PRRC shall review public record requests and make an initial determination of the following:

- a. If the requestor provided evidence of Tennessee citizenship by valid document;
- b. If the records requested are described with sufficient specificity to identify them; and
- c. If Houston County is the custodian of the records.

2. The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):

a. Advise the requestor of this Policy and the elections made regarding:

- i. Proof of Tennessee citizenship;
- ii. Form(s) required for copies;
- iii. Fees (and labor threshold and waivers, where applicable); and
- iv. Aggregation of multiple or frequent requests.

b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:

- i. The requestor is not, or has not presented evidence of being, a Tennessee citizen.
- ii. The request lacks specificity.
- iii. An exemption makes the record not subject to disclosure under the TPRA, with recitation of the exemption cited.
- iv. Houston County is not the custodian of the requested records.
- v. The records do not exist.

3. The designated PRRC(s) are:

a. Houston County and Houston County Archivist

b. 4725 East Main Street, Erin, TN 37061; (931) 289-3633; fax (931) 289-2799

4. The PRRC(s) shall report to the governing authority on an annual basis about the Houston County's compliance with the TPRA pursuant to this Policy and shall make recommendations, if any, for improvement or changes to this Policy.

B. Records Custodian

1. Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tenn. Code Ann. § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, counsel, or the OORC.

2. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven (7) business days from the records custodian's receipt of the request, send the requestor a completed Public Records Request Response Form

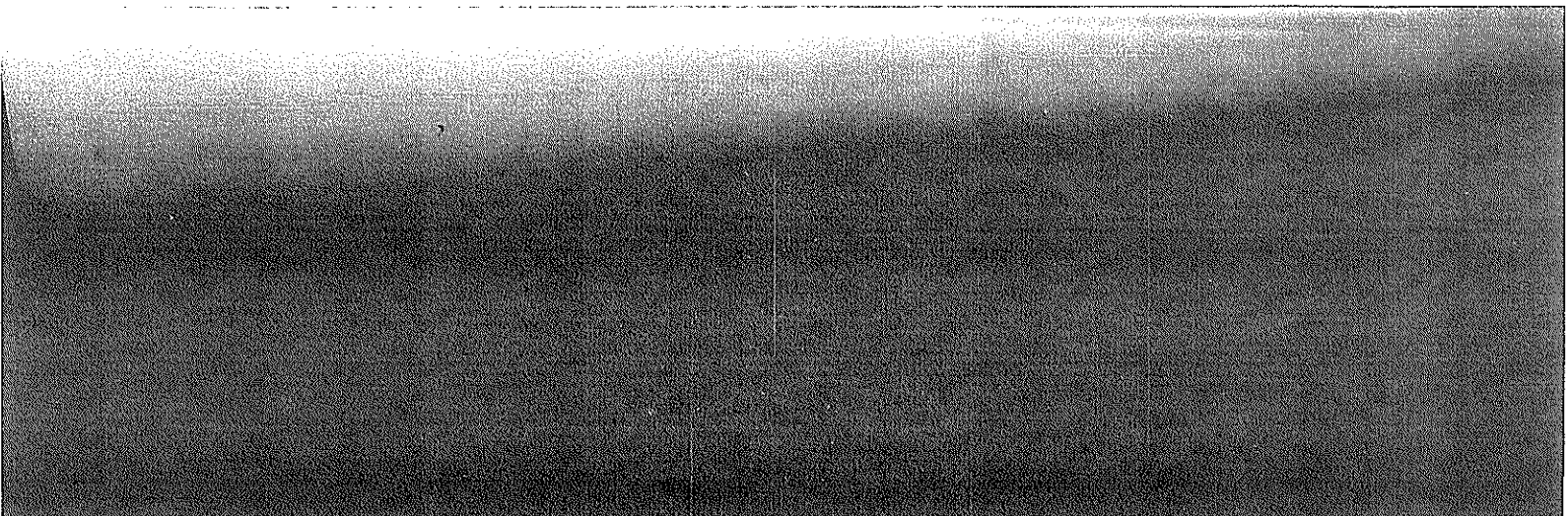
3. If a records custodian denies a public record request, he or she shall deny the request in writing as provided in Section III.A.2.b using the Public Records Request Response Form.

4. If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall use the Public Records Request Response Form to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed.

5. If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.

C. Redaction

1. If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to



providing access. If questions arise concerning redaction, the records custodian should coordinate with counsel or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.

2. Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

IV. Inspection of Records

A. There shall be no charge for inspection of open public records.

B. The location for inspection of records within the offices of Houston County should be determined by either the PRRC or the records custodian. No original records of Houston County shall be removed from the location in which they are maintained for any reason.

C. Under reasonable circumstances, the PRRC or a records custodian may require an appointment for inspection or may require inspection of records at an alternate location. Appointments for inspection shall be made within the normal business hours of the location of the records custodian.

V. Copies of Records

A. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.

B. Copies will be available for pickup at a location specified by the records custodian.

C. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.

D. A requestor will not be allowed to make copies of records with personal equipment but will be allowed to provide to a digital storage device such as a thumb drive or writeable compact disc for receipt of records in digital form.

VI. Fees and Charges and Procedures for Billing and Payment

A. Fees and charges for copies of public records should not be used to hinder access to public records.

B. Records custodians shall provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.

C. When fees for copies and labor do not exceed two dollars (\$2.00), the fees may be waived. Requests for waivers for fees above two dollars (\$2.00) must be presented to County Mayor, who is authorized to determine if such waiver is in the best interest of Houston County and for the public good. Fees associated with aggregated records requests will not be waived.

D. Fees and charges for copies are as follows

1. \$0.25 per page for letter- and legal-size black and white copies.
2. \$0.50 per page for letter- and legal-size color copies.
3. \$2.50 per page for maps, photographs, blueprints or other documents larger than legal-sized paper in black and white.
4. \$5.00 per page for maps, photographs, blueprints or other documents larger than legal-sized paper in color.
5. "Digital scans can be made of documents and emailed to patrons that are unable to visit the archives. The cost is \$10 per labor hour with a minimum charge of \$10.00. If larger image files are required, a thumb drive may be provided to patrons instead. A \$5 charge is added for the cost of the thumb drive and for mailing.
6. If an outside vendor is used, the actual costs assessed by the vendor.

E. Payments are to be made in cash or by check made out to Houston County Trustee.

F. Payment in advance will be required when costs are estimated to exceed \$50.00.

I. Aggregation of Frequent and Multiple Requests

1. Houston County will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than (4) requests are received within a calendar month, either from a single individual or a group of individuals deemed working in concert.

2. When aggregating requested records:

- a. The level at which records requests will be aggregated is across all departments of Houston County.
- b. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian must inform

the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.

C. Routinely released and readily accessible records excluded from aggregation include, but are not limited to:

- i. Agendas of public meetings
- ii. Minutes of public meetings
- iii. Public Notices
- iv. Advertisements for bids
- v. Job Postings
- vi. Other such records as determined by the PRRC

Adopted by the Houston County Legislative Body on this _____ day of _____, 2021.

**PUBLIC RECORDS REQUEST FORM
HOUSTON COUNTY**

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

Request To: Houston County Records Manager, 4725 East Main Street/P.O. Box 366, Erin, Tennessee, 37061; Email: houstoncountyarchive@gmail.com Phone: (931) 289-4839; Fax (931) 289-2799.

Request From: _____
Address: _____
Email: _____
Phone: _____

Is the requestor a Tennessee citizen? YES NO (Circle One)

I agree to pay for copies and/or research time of no more than _____ (put a dollar amount)

Records Request:

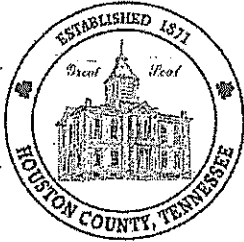
Provide a detailed description of the record(s) requested. Please include type of record and dates or timeframe when the records were produced. The record request must provide enough detail to enable the records manager to locate the records. Please use a separate sheet of paper if needed.

Signature of Requestor: _____

Date Submitted: _____

Signature of Records Manager and Date Request Received: _____

Melissa Barker, Archivist addressed this legislative body about the 40th Anniversary of the HC Historical Society.



HOUSTON COUNTY HISTORICAL SOCIETY ANNIVERSARY CELEBRATION

Houston County Historical Society and Houston County Archives
& Museum Annual Meeting and Open House on Tuesday
November 14, 2023 at 6:00 p.m.

Please stop in after the County Legislative Body Workshop and visit. There will be food and drinks provided! If you would like to provide a dish or finger food to our celebration table, please do!

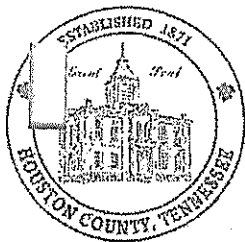
We hope to see you all there to celebrate this milestone in
Houston County History!

MOTION by Randall French, second by Robert Parchman.

I make a motion to approve.

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

MOTION PASSED



JOEY BRAKE

County Mayor

Houston County, Tennessee

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

CountyMayor@hocotn.com

Phone: 931-289-3633

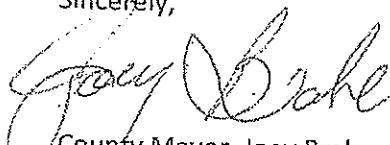
Fax: 931-289-2799

November 20, 2023

Good afternoon,

I would like to select Bryan Bumpus as my nomination for the 911 Board.

Sincerely,



County Mayor, Joey Brake

Joey Brake, County Mayor reported to this legislative body that we would now go back to Item 2.

MOTION by Robert Parchman, second by Carter Cary.

I make a motion to discuss.

MOTION PASSED

The E2 Project

Opioid Funding Request

The E2 Project Annual Expenses

I am requesting \$1,000 a month x 12 months equaling \$12,000 annually. The ministry has gotten so much bigger and requires much more expense funding.

Management/Operation Expenses

I am requesting \$1,000 a month x 12 months, which is only \$250 a week, equaling \$12,000 annually for me to adequately manage all operations of The E2 Project. I am averaging 7-10 clients a week with us being inside the jail, now and treatment facilities and sober livings are referring their clients for resources. This means more time tending to individual's needs. I am going into these treatment facilities and sober livings speaking to individuals, not only about The E2 Project, but also about alcohol and substance abuse issues. This takes a lot of my time and I am still currently working full time as a nurse to provide for my family. Funds will be utilized to pay bills such as mortgage and utilities, which are classified as E2 since E2 is managed from my home.

Office Space

I am requesting \$8,000 to build in my carport for an office space for myself and fellow E2 volunteers. With the increase of clients and work, my small office space in my bedroom is not functioning well. I have had the space quoted by 4 contractors. The cheapest price quoted is \$8,000 by At Home Concrete. The coaching and mentoring aspect of The E2 Project will function from this office, as well as one on one treatment consultations with new clients. Proper storage of files and resources will be kept in this office space, too.

Harm Reduction Program

I am requesting \$3,000 to establish a mobile Harm Reduction Program within Houston County and surrounding rural areas. This resource will provide things such as narcan and fentanyl test strips as well as resources on blood born diseases and free blood testing. Training for certification to disperse narcan is approximately \$300. A covered trailer will need to be

The E2 Project Annual Expenses	Requesting \$1000 a month	\$12,000
Management/Operations Expenses	Requesting \$1000 a month/\$250 a week	\$12,000
Office Space	Building in home carport.	\$8,000
Harm Reduction Program	Training and needed materials.	\$3,000
Transportation		\$5,000
TOTAL		\$40,000

The E2 Project Statistic Summary

Number of clients assisted into a treatment program:	45
Number of clients treatment admission fees sponsored:	10
Number of clients assisted into sober living:	12
Number of clients who received grant for initial costs of sober living:	8
Number of clients from HC Sheriffs Department:	16
Number of clients furloughed into treatment from jail:	5
Number of clients admitted into detox free of charge:	6
Number of clients transported to detox in Jackson, TN:	4
Number of clients transported to treatment facility:	18

Current Resources

CR Inside-Celebrate Recovery Jail Ministry

CR HC-Celebrate Recovery Meeting in Houston County, weekly meetings

DAA- Drug and Alcoholics Anonymous, weekly meetings

Grit and Grace Coaching and Mentoring-services approved by HC judicial system and probation officers as a resource for court ordered counseling.

The E2 Project Recovery House- Located in Paris, TN. Will be a 12 bed, faith based, women’s treatment center. Opening day is Jan. 1, 2024. Great opportunity for women from our local community and jail to receive the treatment needed for success. Our local DA requires a 12 month program for furloughs, so, we established one right next door to us.

The E2 Youth Outreach Program-Recently certified in Tenn Mental Health First Aid. It is a national certification.

Events within HC in 2023

Day of Hope

18+ Event: The Dangers of Social Media and Youth

National Overdose Awareness Day

The First Annual HC Recovery Fest

UPCOMING: The E2 First Annual Ugly Christmas Sweater Banquet (Fundraising and Networking Event)

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National Overdose Awareness Day

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UPCOMING: The E2 First Annual Ugly Christmas Sweater Banquet (Fundraising and Networking Event)

MOTION by Randall French, second by Steve Hall.

I move that we table until January.

MOTION by Randall French, second by Steve Hall.

I move we amend and send to the budget committee.

VOTE ON THE AMMENDMENT

MOTION PASSED

VOTE ON THE MOTION

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body that next was Item 15. Discussion with the county attorney concerning a contract with the hospital.

MOTION by Randall French, second by Johnathon Floyd.

I move we table until January.

MOTION PASSED

The county attorney and Randall French to work together about this matter.

MOTION by Randall French, second by Glenn Baggett.

I make a motion to approve.

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

MOTION PASSED



Rachael Mathis

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

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: November 2, 2023

To: County Commissioners

From: Sheriff's Department

Re: 54210 Jail Budget

Funds are requested to move from unassigned funds into the cafeteria personnel line item.

54210 Jail Budget

From: 101-54110-106	Deputy(ies)	19,500.00
To: 101-54210-165	Cafeteria Personnel	19,500.00

MOTION by Steve Hall, second by Johnathon Floyd.

I make a motion we approve.

MOTION PASSED



**HOUSTON COUNTY
EMERGENCY MANAGEMENT AGENCY**
2400 W MAIN ST • PO BOX 333 • ERIN, TN 37061
931-289-2911 / FAX: 931-289-4022

October 30, 2023

Joey Brake
Houston County Mayor
4725 E Main St
PO Box 366
Erin, TN 37061

RE: Line-Item Transfer Request

I am requesting a transfer of \$152.16 from 101-54410-425 to 101-54310-425.

As per the agreement between Houston County EMA and the Houston County Fire Department, I am transferring funds for vehicle fuel. The current rate from HCFD's supplier is \$3.17 per gallon, and HC EMA used the following amount during September and October of 2023:

- 09/15/2023 – 38.0 gallons – Unit 451 (Incident Support)
- 10/30/2023 – 10.0 gallons – Unit 451 (Incident Support)

If you have any questions or concerns, please contact me by phone or text at 931-721-6464.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Popp".

Dale Popp
Director

MOTION by Fred Richardson, second by Johnathon Floyd.

I make a motion to approve.

YES VOTES: Steve Hall, Glenn Baggett, Vickie Reedy, Carter Cary and Robert Parchman.

NO VOTES: William Agy, Stephanie Smith, Randall French, Johnathon Floyd, Darrell Kingsmill and Fred Richardson.

MOTION FAILED



Rachael Mathis

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

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: November 20, 2023

To: Legislative Body

From: County Mayor’s Office

Re: Fire Department: Equipment

Funds are requested to move from the unassigned fund balance 101-39000 to 101-54310-418 Equipment and Machinery Parts to purchase equipment not completed in prior fiscal year.

Fire Department: Equipment

From: 101-39000 Unassigned Fund Balance	\$7,000.00
To: 101-54310-418 Equipment & Machinery Parts	7,000.00

MOTION by Johnathon Floyd, second by Stephanie Smith.

I make a motion to discuss.

MOTION PASSED

MOTION by Steve Hall, second by Carter Cary.

I make a motion to deny.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Johnathon Floyd, Darrell Kingsmill, Vickie Reedy, Fred Richardson, Carter Cary and Robert Parchman.

NO VOTES: Glenn Baggett.

MOTION PASSED

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

Rachael Mathis

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: November 20, 2023

To: Legislative Body

From: County Mayor's Office

Re: Fire Department: Replacement Vehicle

Funds are requested to move from the unassigned fund balance 101-39000 to 101-54310-718 Motor Vehicles to purchase a replacement vehicle for the Ford Explorer.

Fire Department: Motor Vehicle

From: 101-39000 Unassigned Fund Balance \$15,000.00

To: 101-54310-718 Motor Vehicles 15,000.00

MOTION by Fred Richardson, second by Darrell Kingsmill.

I make a motion to accept.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Vickie Reedy, Fred Richardson, Carter Gary and Robert Parchman.

MOTION PASSED



Rachael Mathis

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

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: November 14, 2023

To: County Commissioners

From: Project Diabetes Grant

Re: 91150 Social, Cultural, and Recreation Projects Budget

Funds are requested to move from unassigned funds into the social, cultural, and recreation projects line item for Project Diabetes.

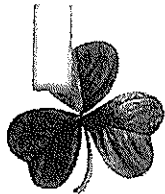
91150 Project Diabetes

From: 101-39000	Unassigned	150,000.00
To: 101-91150-707	Building Improvements	150,000.00

MOTION by Robert Parchman, second by Johnathon Floyd.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

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

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: November 14, 2023

To: County Commissioners

From: Mayor's Office

Re: 56100 Adult Activities: Contributions

Funds are requested to move from unassigned funds into the 56100 Adult Activities for the Fair Board.

56100 Fair Board Contribution

From: 101-39000	Unassigned	25,000.00
To: 101-56100-316-5	Contributions	25,000.00

MOTION by Randall French, second by Stephanie Smith.

I make a motion to approve the Highway and the Schools.

MOTION PASSED



Houston County Highway Department

Teresa Wolfe
Highway Superintendent

3340 Highway 149 • Erin, Tennessee 37061
Office: 931-289-4151 • Fax: 931-289-5185

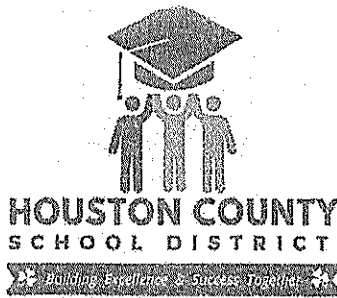
Date: November 20, 2023

To: Houston County Legislative Body

Re: Budget Transfers/Amendments

Budget Transfer From:	Amount:	Budget Transfer To:
62000-143 Equipment Operators	\$ 1,681.50	61000-119 Bookkeeper
62000-143 Equipment Operators	\$ 40,081.00	62000-147 Truckdrivers
62000-143 Equipment Operators	\$ 3,200.00	62000-141 Foremen
66000-513 Workman's Compensation Insurance	\$ 1,000.00	65000-351 Rentals
66000-513 Workman's Compensation Insurance	\$ 109.00	65000-511 Vehicle & Equipment Insurance
68000-718 Motor Vehicles	\$ 10,000.00	68000-707 Building Improvements
68000-718 Motor Vehicles	\$ 11,725.00	63100-336 Maintenance & Repair Services - Equipment
68000-718 Motor Vehicles	\$ 3,540.00	63100-338 Maintenance & Repair Services - Vehicles
TOTAL	\$ 71,336.50	

KRIS McASKILL, Director
JEFF MATHIS, Board Chairman



P.O. Box 209
Erin, TN 37061
Telephone: (931) 289-4148
Fax: (931) 289-5543

November 14, 2023

Memo to: Mayor Joey Brake
County Commissioners

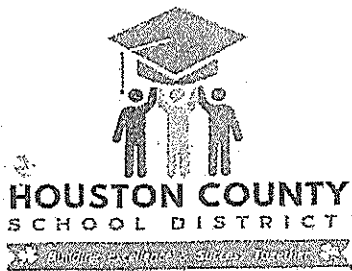
From: Kris McAskill, Director of Schools *KMc*
Teresa Roby, GP & Federal Bookkeeper

Re: 2023-24 New Budgets and Out of Category Amendments

The Houston County Board of Education requests approval of the attached 2023-24 Budgets that were not included in the original budget due to notification of new funds and Out of Category Amendments.

It is recommended the County Commission approve the following:

1. Public School Safety Grant Application
2. State Special Ed Preschool Grant
3. Volunteer PreK Amendments
4. September 2023 Out of Category Amendments
5. November 2023 Out of Category Amendments
6. November 2023 Out of Category Salary Amendments



Houston County Board of Education
November 13, 2023
7:00 p.m.

1. Call to Order
2. Roll Call
3. Public Comment
4. Request to Move Items from the Consent Agenda
5. Consent Agenda
 - A. Approval of Agendas
 - B. Approval of Paid September and October Bills
 - C. Approval of September Minutes
 - D. Approval of General Purpose In Category Amendments
 - E. Approval of VPK Budget Amendments
 - F. Approval of CFA/IDEA Part B Budget Amendments
 - G. Approval of Memorandum of Agreement Between Jobs for TN Graduates and HCHS
 - H. Approval of Disposition form TRES, EES, HCMS, HCHS
 - I. Approval of Certified County Finance Officer LEA Stipend, \$1000
 - J. Approval of AssetPanda Inventory Software Renewal
 - K. Approval of AP Human Geography Textbook Adoption

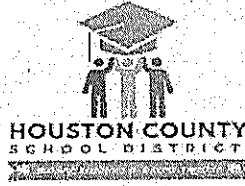
Regular Agenda

6. Personnel (For School Board Review)
 - Employment: Susan Embach, EES, Teacher
 - Ethan Dillard, HCHS, JV Softball, Assistant Coach

Director's Report

7. Approval of Out of Category Amendments
 - General Purpose Out of Category Amendments/ISM Grant
 - General Purpose Out of Category Salary Amendments
 - Food Service Out of Category Amendment
8. Approval of Data Sharing Agreement with Engage Tennessee-
9. Approval of TISA Accountability Report
10. Approval of Food Service Salary Supplement, \$1000
11. Approval of 2024-2025 HCMS Volleyball Program
12. Appoint TSBA Legislative Liaison
13. Questions Concerning Title Programs
14. Visitors
15. Other Business
 - TSBA Annual Convention November 16-19 at Gaylord Opryland Resort and Convention Center
 - UTrust Appreciation Dinner, Friday, Nov. 17, 7:00
 - TSBA's Delegate Assembly, Saturday, Nov. 18
 - TSBA Legislative and Legal Institute February 12-13, 2024

16. Adjourn



Director's Newsletter

November 10, 2023

5. Consent Agenda

It is recommended the board approve the following budgets/amendments as submitted by the respective supervisors:

- D. Approval of General Purpose In Category Amendments
- E. Approval of VPK Budget Amendments
- F. Approval of CFA/IDEA Part B Budget Amendments

- G. Approval of Memorandum of Agreement Between Jobs for TN Graduates and HCHS- It is recommended the board approve this agreement. This program has been beneficial to the high school for many years.

- H. Approval of Disposition form TRES, EES, HCMS, HCHS-According to HCBOE Policy #2.403, when equipment, books, materials, and other personal property no longer have an intended use by the system or are no longer capable of being used because of condition, the Board shall declare them surplus property and authorize their disposal, sale or transfer in accordance with state and federal laws and regulations. It is recommended the board approve the disposition request as submitted by the administrators.

- I. Approval of Certified County Finance Officer LEA Stipend, \$1000- Approval of Certified County Finance Officer LEA Stipend, \$1000 – It is recommended the board approve a \$1000 stipend for employees who complete the Certified County Finance Officer Program through the Tennessee Comptroller of the Treasury and a Division of Local Government Audit. Candidates have to apply to be accepted, attend 11 courses, successfully pass course exams, and maintain at least 16 hours of Continuing Professional Education annually.

- J. Approval of AssetPanda Inventory Software Renewal-It is recommended the board approve this renewal as requested by Ms. Nicole Douglass, Director of Technology. Ms. Douglass has a memo in the board packet.

- K. Approval of AP Human Geography Textbook Adoption-It is recommended the board approve this request as submitted by Ms. Channy Quinn, Director of 6-12.

Director's Report

7. Approval of Out of Category Amendments

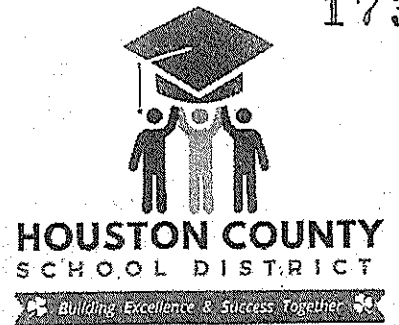
- General Purpose Out of Category Amendments- This amendment is necessary to increase funds in the educational technology category in the other equipment line. Funds will be used to replace the switch and cabling at the Board of

Education which will increase internet speeds. Funds will also be used to update infrastructure in the schools with Erate and local funds. Funds are also needed for increases in legal services and liability insurance. In addition, funds are needed in Capital Outlay, building improvements due to payment for the high school flooring was completed this fiscal year and paid in this budget.

- **General Purpose Out of Category Salary Amendments**-This amendment is necessary due to the updated salary schedule. Also, the state required the new object code entitled retirement-hybrid stabilization. This amendment moves funds from the current pension line to the new retirement-hybrid stabilization line.
 - **Food Service Out of Category Amendment**- Please see the memo in the board packet from Ms. Rachel Shelton, Food Service Director.
8. **Approval of Data Sharing Agreement with Engage Tennessee**- This is a free resource funded through legislation and provided by TDOE to support decreasing chronic absenteeism. This attendance recovery program is in partnership with Graduation Alliance and is a statewide resource provided to support LEAs K-12. They provide 'academic success coaches' to help make connections and provide supports that the student may be needing. It is recommended the board approve this agreement.
 9. **Approval of TISA Accountability Report**-As part of TN Investment in Student Achievement (TISA) each school district is required to submit an annual accountability report to the TN Department of Education. This report is in the board packet. It is recommended the board approve this report.
 10. **Approval of Food Service Salary Supplement, \$1000**- Please see the memo in your packet from Ms. Rachel Shelton, Food Service Director.
 11. **Approval of 2024-2025 HCMS Volleyball Program**- Ms. Andrea Martin, HCMS Principal and Ms. Dee Roby, Athletic Director will present at the work session on this topic. It is recommended the board approve this program.
 12. **Appoint TSBA Legislative Liaison** – The board will need to appoint a Legislative Liaison for this year. Please see the memo from TSBA in the board packet.
 13. **Questions Concerning Title Programs**
 14. **Visitors**
 15. **Other Business**
 - TSBA Annual Convention November 16-19 at Gaylord Opryland Resort and Convention Center
 - UTrust Appreciation Dinner, Friday, Nov. 17, 7:00
 - TSBA's Delegate Assembly, Saturday, Nov. 18
 - TSBA Legislative and Legal Institute February 12-13, 2024

Worksession

- Glen Baggett representing the Sons of the American Revolution will be presenting flags to the schools
- Introduction of Dustin Hargrove, Homeland Security Officer
- Presentation by Kimberly Zills with The Ayers Foundation. She will discuss the work she has been doing at Houston County High School
- Ms. Andrea Martin & Ms. Dee Roby will be discussing adding a Volleyball Program at HCMS next year.



Memo

To: Houston County Board of Education
From: Cindy Ryan **CR**
Date: August 31, 2023
Re: Public School Safety Grant

The Public School Safety Grant Application was approved by the TDOE.

Houston County (420) Public District - FY 2024 - Public School Security Grant - Rev 0 - Public School Security Grant

Go To

Filter by Location: All - \$50,810.19
Show Unbudgeted Categories

Account Number		72130 - Other Student Support	Total
Line Item Number			
790 - Other Equipment		50,810.19	50,810.19
Total		50,810.19	50,810.19
		Adjusted Allocation	50,810.19
		Remaining	0.00



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Brown, Kelly

Production
Session Timeout
00:29:56

Budget Overview

Houston County (420) Public District - FY 2024 - State Special Education Preschool Grant - Rev 0 - State Special Education Preschool Grant

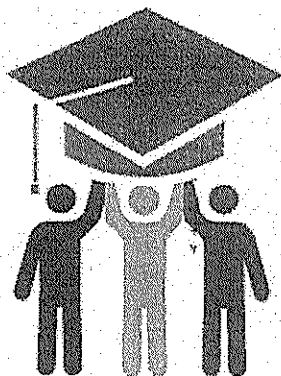
Go To

Indirect Cost Rate	
Total Allocation	\$9,355.45
Existing Budget In Categories Not Eligible for Indirect Cost	\$4,000.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$5,355.45
Indirect Cost Rate	3.50%
Max Available Budget In Categories Eligible for Indirect Cost	\$5,174.35
Max Indirect Cost	\$181.10

Filter by Location: All - \$9,355.45
[Show Unbudgeted Categories](#)

Houston County (420) Public District - FY 2024 - State Special Education Preschool Grant - Rev 0 - State Special Education Preschool Grant		Total
429 - Instructional Supplies & Materials	4,500.00	4,500.00
499 - Other Supplies and Materials	855.45	855.45
725 - Special Education Equipment	4,000.00	4,000.00
Total	9,355.45	9,355.45
Adjusted Allocation		9,355.45
Remaining		0.00

Go To



HOUSTON COUNTY SCHOOL DISTRICT



Building Excellence & Success Together



To: Houston County Board of Education

From: Kelly Brown

CC: Ms. Kris McAskill

Date: 09/22/2023

Re: VPK Amended Budget

I am submitting the VPK (Volunteer PreK) budget amendments for the 2023-2024 school year for approval. The VPK funds are allocated within a separate funding application and are considered to be a general purpose fund grant. Our district was allocated \$319,305.06 for the VPK program.



73400

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Roby, Teresa

Production

Session Timeout - 00:20:50

Budget Overview Plus/Minus

Houston County (420) Public District - FY 2024 - Voluntary Pre-K - Rev 2 - Voluntary Pre-K

Go To

Indirect Cost Guide

Total Allocation	\$319,305.06
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$319,305.06
Indirect Cost Rate	3.50%
Max Available Budget In Categories Eligible for Indirect Cost	\$308,507.31
Max Indirect Cost	\$10,797.75

Filter by Location: All - \$319,305.06

Show Unbudgeted Categories

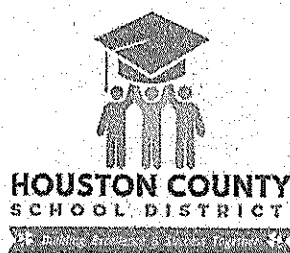
Account Number	72400 - Early Childhood Education	Total
Line Item Number		
105 - Supervisor / Director	16,410.00	16,410.00
116 - Teachers	160,955.00	160,955.00
163 - Educational Assistants	74,675.00	74,675.00
189 - Other Salaries & Wages	6,756.00	6,756.00
198 - Non-certified Substitute Teachers	1,000.00	1,000.00
201 - Social Security	16,110.00	16,110.00
204 - Pensions	14,645.00	14,645.00
	-\$460.00	-\$460.00
207 - Medical Insurance	21,732.00	21,732.00
212 - Employer Medicare	3,754.00	3,754.00
217 - Retirement - Hybrid Stabilization	460.00	460.00
	+\$460.00	+\$460.00
429 - Instructional Supplies & Materials	2,000.00	2,000.00
499 - Other Supplies and Materials	308.06	308.06
524 - In-Service / Staff Development	500.00	500.00
Total	319,305.06	319,305.06
	Adjusted Allocation	319,305.06
	Remaining	0.00

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TN Department of Education | Andrew Johnson Tower | 710 James Robertson Parkway | Nashville, TN 37243 | (629) 395-4684 | ePlan.Help@tn.gov

General Purpose Out of Category Amendments September 2023					
141	Innovative School Models (ISMHS)	Original Budget	Debit	Credit	Amended Budget
71100	Regular Instruction Program				
189	Other Salaries & Wages	\$36,000.00	\$18,000.00		\$18,000.00
201	Social Security	\$2,350.00	\$1,175.00		\$1,175.00
204	Pension	\$3,400.00	\$1,700.00		\$1,700.00
212	Employer Medicare	\$600.00	\$300.00		\$300.00
	Innovative School Models (ISMHS)				
72510	Fiscal Services				
189	Other Salaries & Wages	\$0.00		\$18,000.00	\$18,000.00
201	Social Security	\$0.00		\$1,175.00	\$1,175.00
204	Pension	\$0.00		\$1,700.00	\$1,700.00
212	Employer Medicare	\$0.00		\$300.00	\$300.00
141	Innovative School Models (ISMMS)				
71100	Regular Instruction Program				
189	Other Salaries & Wages	\$9,000.00	\$9,000.00		\$0.00
201	Social Security	\$600.00	\$600.00		\$0.00
204	Pension	\$900.00	\$900.00		\$0.00
212	Employer Medicare	\$150.00	\$150.00		\$0.00
141	Innovative School Models (ISMMS)				
72510	Fiscal Services				
189	Other Salaries & Wages	\$0.00		\$9,000.00	\$9,000.00
201	Social Security	\$0.00		\$600.00	\$600.00
204	Pension	\$0.00		\$900.00	\$900.00
212	Employer Medicare	\$0.00		\$150.00	\$150.00
		\$53,000.00	\$31,825.00	\$31,825.00	\$53,000.00
	Board Approved				
	County Commission Approved				



November 3, 2023

To: Kris McAskill, Director of Schools

From: Wendy Richardson, CTE Director and Nicole Douglass, Director of Technology

Re: Innovative School Models (ISM) Grant Amendment

Houston County Schools is amending the Innovative School Models (ISM) grant budget for both Houston County Middle School and High School. The amendments are attached.

For HCMS, we are moving \$300 from 71300-730 Vocational Instruction Equipment to 72510-207 Fiscal Services Medical Insurance to cover a percentage of the employers medical insurance costs for the Bookkeeper who is receiving an ISM funded stipend for the additional workload for the financial duties related to the ISM Grant.

For HCHS, we are moving \$21,175.00 from the 71100 Regular Instruction Program. These funds were originally allocated for a Career Readiness teacher stipend and benefits that are no longer needed due to HCHS having a full-time Postsecondary Counselor available through the Ayers Foundation. A portion of these funds were moved to Fiscal Services and the other portion was moved to Regular Capital Outlay. We allocated an additional \$500 into 72510-207 Medical Insurance to cover a small percentage of the employers medical insurance costs for the Bookkeeper. We allocated \$20,675 additional dollars into 76100-399 Other Contracted Services to allow the ISM Grant to cover more of the costs related to the building project.

CC: Teresa Roby
Board Packet



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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2024 - Innovative School Models (ISM) - Rev 1 - Innovative School Models

Go To

Filter by Location: Houston Co Middle School (420-0010) - \$500,000.00
Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	71300 - Vocational Education Program	72510 - Fiscal Services	72710 - Transportation	Total
Line Item Number					
116 - Certified Teachers	0.00	160,000.00			160,000.00
119 - Accountants/Bookkeepers			9,000.00		9,000.00
146 - Bus Drivers				10,000.00	10,000.00
189 - Other Salaries & Wages	0.00	6,000.00			6,000.00
201 - Social Security	0.00	10,600.00	600.00	800.00	12,000.00
204 - State Retirement	0.00	15,575.00	900.00	1,200.00	17,675.00
207 - Medical Insurance	0.00	35,000.00	300.00 +\$300.00		35,300.00 +\$300.00
212 - Employer Medicare	0.00	2,900.00	150.00	300.00	3,350.00
412 - Diesel Fuel				2,000.00	2,000.00
429 - Instructional Supplies & Materials	18,000.00	39,350.00			57,350.00
429C - Instructional Supplies & Materials (Consumables)	0.00	22,000.00			22,000.00
471 - Software	0.00	10,000.00			10,000.00
499 - Other Supplies and Materials	0.00	25,000.00	0.00		25,000.00
722 - Regular Instruction Equipment	28,000.00				28,000.00
730 - Vocational Instruction Equipment		102,325.00 -\$300.00			102,325.00 -\$300.00
Total	46,000.00	428,750.00 -\$300.00	10,950.00 +\$300.00	14,300.00	500,000.00

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Douglass, Nicole

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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2024 - Innovative School Models (ISM) - Rev 1 - Innovative School Models

Go To

Filter by Location: Houston Co High School (420-0013) - \$1,000,000.00

Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	71300 - Vocational Education Program	72510 - Fiscal Services	76100 - Regular Capital Outlay	Total
Line Item Number					
116 - Certified Teachers	0.00	125,000.00			125,000.00
119 - Accountants/Bookkeepers			18,000.00		18,000.00
169 - Other Salaries & Wages	0.00	12,000.00		0.00	12,000.00
	-\$18,000.00				-\$18,000.00
201 - Social Security	0.00	8,700.00	1,175.00	0.00	9,875.00
	-\$1,175.00				-\$1,175.00
204 - State Retirement	0.00	13,200.00	1,700.00	0.00	14,900.00
	-\$1,700.00				-\$1,700.00
207 - Medical Insurance	0.00	28,000.00	500.00	0.00	28,500.00
			+\$500.00		+\$500.00
212 - Employer Medicare	0.00	2,250.00	300.00	0.00	2,550.00
	-\$300.00				-\$300.00
399 - Other Contracted Services		0.00		150,675.00	150,675.00
				+\$20,675.00	+\$20,675.00
429 - Instructional Supplies & Materials	0.00	40,000.00			40,000.00
429C - Instructional Supplies & Materials (Consumables)	0.00	9,100.00			9,100.00
499 - Other Supplies and Materials	0.00	14,400.00	0.00		14,400.00
706 - Building Construction				400,000.00	400,000.00
722 - Regular Instruction Equipment	25,000.00				25,000.00
730 - Vocational Instruction Equipment		150,000.00			150,000.00
Total	25,000.00	402,650.00	21,675.00	550,675.00	1,000,000.00
	-\$21,175.00		+\$500.00	+\$20,675.00	

General Purpose Out of Category Salary Amendments November 2023					
141		Original Budget	Credit	Debit	Amended Budget
71100	Regular Instruction Program				
116	Teachers	\$ 4,040,060.00	\$ -	\$ 15,000.00	\$ 4,025,060.00
163	Educational Assistants	\$ 290,000.00	\$ 25,000.00		\$ 315,000.00
189	Other Salaries & Wages	\$ 150,000.00	\$ -	\$ 15,000.00	\$ 135,000.00
204	Pension	\$ 404,300.00	\$ -	\$ 10,000.00	\$ 394,300.00
207	Medical Insurance	\$ 401,700.00	\$ -	\$ 5,000.00	\$ 396,700.00
217	Retirement - Hybrid Stabilization	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
71300	Career and Technical Education Program				
116	Teachers	\$ 518,500.00		\$ 1,500.00	\$ 517,000.00
198	Non-Certified Substitute Teachers	\$ 5,000.00	\$ -	\$ 1,000.00	\$ 4,000.00
204	Pension	\$ 46,775.00		\$ 500.00	\$ 46,275.00
207	Medical Insurance	\$ 98,500.00	\$ 3,500.00		\$ 102,000.00
212	Employer Medicare	\$ 8,608.00		\$ 1,000.00	\$ 7,608.00
217	Retirement - Hybrid Stabilization	\$ -	\$ 500.00		\$ 500.00
72120	Health Services				
131	Medical Personnel	\$ 98,500.00	\$ 4,000.00		\$ 102,500.00
72410	Office of the Principal				
139	Assistant Principals	\$ 195,000.00		\$ 4,400.00	\$ 190,600.00
72120	Health Services				
201	Social Security	\$ 9,565.00	\$ 300.00	\$ -	\$ 9,865.00
212	Employer Medicare	\$ 2,237.00	\$ 100.00		\$ 2,337.00
72130	Other Student Support				
123	Guidance Personnel	\$ 166,500.00	\$ 2,000.00		\$ 168,500.00
204	Pension	\$ 15,750.00		\$ 1,075.00	\$ 14,675.00
207	Medical Insurance	\$ 8,000.00		\$ 2,000.00	\$ 6,000.00
217	Retirement - Hybrid Stabilization	\$ -	\$ 1,075.00		\$ 1,075.00
72210	Regular Instruction Program				
129	Librarians	\$ 209,000.00		\$ 8,100.00	\$ 200,900.00
204	Pension	\$ 25,000.00		\$ 2,000.00	\$ 23,000.00
207	Medical Insurance	\$ 31,000.00	\$ 10,100.00		\$ 41,100.00
72215	Alternative Instruction Program				
105	Supervisor/Director	\$ 57,500.00	\$ -	\$ 150.00	\$ 57,350.00
207	Medical Insurance	\$ 9,300.00	\$ 150.00	\$ -	\$ 9,450.00
72250	Education Technology				
189	Other Salaries & Wages	\$ 131,000.00	\$ 4,700.00		\$ 135,700.00
72410	Office of the Principal				
139	Assistant Principals	\$ 195,000.00		\$ 4,700.00	\$ 190,300.00
72410	Office of the Principal				
104	Principals	\$ 325,000.00	\$ 12,500.00	\$ -	\$ 337,500.00
139	Assistant Principals	\$ 195,000.00	\$ -	\$ 18,000.00	\$ 177,000.00
162	Clerical Personnel	\$ 66,000.00	\$ 5,500.00	\$ -	\$ 71,500.00
204	Pension	\$ 56,000.00		\$ 300.00	\$ 55,700.00
217	Retirement - Hybrid Stabilization	\$ -	\$ 300.00		\$ 300.00
72510	Fiscal Services				
207	Medical Insurance	\$ 5,000.00	\$ 1,000.00	\$ -	\$ 6,000.00
72410	Office of the Principal				
139	Assistant Principals	\$ 195,000.00	\$ -	\$ 1,000.00	\$ 194,000.00
72610	Operation of Plant				
189	Other Salaries & Wages	\$ 49,000.00	\$ -	\$ 3,500.00	\$ 45,500.00
207	Medical Insurance	\$ 31,500.00	\$ 3,500.00	\$ -	\$ 35,000.00
72710	Transportation				
146	Bus Drivers	\$ 252,750.00	\$ 5,000.00	\$ -	\$ 257,750.00
204	Pension	\$ 20,367.00	\$ -	\$ 5,000.00	\$ 15,367.00
					\$ -
	TOTALS		\$ 99,225.00	\$ 99,225.00	\$ -
	Board Approved				

		Houston County Board of Education			
		Summary Financial Statement			
		September 2023			
141	General Purpose School				
Account	Description	Budget Estimate	Actual	Balance	
Expenditures					
71100	Regular Instruction Program	6,151,474.00	1,045,915.64	\$	5,105,558.36
71200	Special Education Program	872,368.00	143,471.99	\$	728,896.01
71300	Career and Technical Education	1,329,315.00	74,966.47	\$	1,254,348.53
72110	Attendance	26,231.00	6,118.62	\$	20,112.38
72120	Health Services	215,217.00	33,964.39	\$	181,252.61
72130	Other Student Support	302,654.00	53,742.94	\$	248,911.06
72210	Regular Instruction Program	516,719.00	104,976.79	\$	411,742.21
72215	Alternative Instruction Program	78,659.00	12,363.62	\$	66,295.38
72220	Special Education Program	205,398.00	45,217.65	\$	160,180.35
72250	Education Technology	351,119.00	93,884.44	\$	257,234.56
72310	Board Of Education	447,586.00	317,949.13	\$	129,636.87
72320	Office Of The Superintendent	258,724.00	61,804.83	\$	196,919.17
72410	Office Of The Principal	873,588.00	162,481.79	\$	711,106.21
72510	Fiscal Services	172,563.00	59,149.26	\$	113,413.74
72610	Operation Of Plant	998,211.00	205,853.48	\$	792,357.52
72620	Maintenance Of Plant	241,762.00	58,455.49	\$	183,306.51
72710	Transportation	911,317.00	153,311.89	\$	758,005.11
73100	Food Service	43,650.00	10,865.71	\$	32,784.29
73300	Community Services	29,610.00	4,135.29	\$	25,474.71
73400	Early Childhood Education	319,305.06	48,424.01	\$	270,881.05
76100	Regular Capital Outlay	705,000.00	171,829.61	\$	533,170.39
82130	Education	522,000.00	27,279.00	\$	494,721.00
82230	Education	5,000.00	282.00	\$	4,718.00
Total	141 General Purpose School				
	Total Expenditures	15,577,470.06	2,896,444.04	\$	12,681,026.02

Houston County Public Library Report

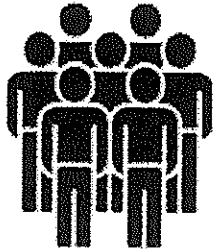
New library cards issued
45



Materials
Checked out
2371



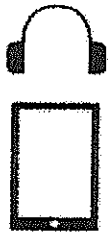
Program Attendance
972



Computer Users
187



Electronic materials
Checked out
1485



Library Visitors
2527



PHYSICAL COLLECTION										LOCAL ELECTRONIC COLLECTION (Advantage, etc.)		Current Balance
Material Type	Beginning	Added	Deleted	Balance	Beginning	Added	Deleted	Balance		Locally Owned	E-books	
Print Materials	10,197	105	8	10,294	18,097	83	55	18,125		Audio Downloadable		95
Audio Materials	325	0	0	325	225	0	0	225		Video Downloadable		63
Video Materials	398	0	0	398	178	0	0	178		Total		0
Other Materials	0	0	0	0	0	0	0	0				158
Total	10,920	105	8	11,017	18,500	83	55	18,528		TOTAL PHYSICAL COLLECTION		29,545

Programs Offered										Library Services		Meeting Room Use	
	Children Ages 0-5	Children Ages 6-11	Young Adults Ages 12-18	Adults Ages 19 or Older	General Interest					Library Visits	Reference Transactions	Number of Events Not Sponsored by the Library	
On-site	4	0	4	0	1					Computer Users	125	Attendance at these Events	1
Off-site	0	0	0	0	0					Wireless Sessions	91		8
Live Virtual	0	0	0	0	0					Website Visits	114		
Total	4	0	4	0	1					Databases Owned	0	Borrowers	Current Balance
										Local Database Usage	3	Adult Borrowers >14 yrs old	3,634
										TEL Usage (June only)	205	Children Borrowers <14 yrs old	1,319
										ILL - Borrowed	0	Total Borrowers	4,953
										ILL - Loaned	12		
										Recorded Programming		Self-directed/Passive Activities (activity that does not meet program definition)	Programs Attendance
										Total Recorded Programs	23		3 90
										Total Views	0		

Program Attendance										Other Physical Items Circulation		TOTAL FOR ALL CIRCULATED ITEMS-Audio Fill (Electronic, Physical & Other Physical)		TOTAL PHYSICAL CIRCULATION (no Electronic formats)
	Children Ages 0-5	Children Ages 6-11	Young Adults Ages 12-18	Adults Ages 19 or Older	General Interest					Hotspots, sewing machines, tools, cake pans, telescopes, board games, video games, etc.	Adult Total	Children's Total	1,286 620	1,173
On-site	74	0	36	0	12						34			
Off-site	0	0	0	0	0						0			
Live Virtual	0	0	0	0	0									
Total	74	0	36	0	12						Total	Total for All Circulation	1,906	

Physical Circulation										Electronic Circulation		TOTAL FOR ALL CIRCULATED ITEMS-Audio Fill (Electronic, Physical & Other Physical)		TOTAL PHYSICAL CIRCULATION (no Electronic formats)
	Children Ages 0-5	Children Ages 6-11	Young Adults Ages 12-18	Adults Ages 19 or Older	General Interest					Includes READS Advantage & other local e-collections	Book & Non-Book (Audio, Video, Serials)	Adult Total	Children's Total	1,173
Adult **										606	646	1,286		
Children **										127	493	620		
Total										733	1,139	1,906		

** <http://tla.libguides.com/data/collection>

Demographic Data										Did not respond		Total
	White	Black or African American	Hispanic Origin (of any race)	American Indian or Alaskan Native	Asian	Other				0	0	21
New Cards Issued	17	1	0	0	0	3						

NOTE: Other Materials in "Physical Collection" should include any materials not counted elsewhere ie: subscriptions, microforms, reference books, genealogy books, etc. (regardless whether the item is circulated or not circulated)

Houston County Fire Department

Call Volume 2023

	January	February	March	April	May	June	July	August	September	Overall
Bomb Threat	0	0	0	0	0	0	0	0	0	0
Brush Fires	1	2	5	5	4	0	3	0	0	20
EMS Assist	1	2	2	0	4	2	5	4	3	23
EMS Scene Flights	0	0	0	0	1	0	0	0	0	1
Fire Alarms	1	1	1	0	2	1	2	4	2	14
Flooding	0	0	0	0	0	0	0	0	0	0
Follow up Investigation	0	0	0	0	0	0	0	0	0	0
Gas Leak	0	2	2	0	2	0	0	1	0	7
Chimney Fire	0	0	0	0	0	0	0	0	0	0
Landing Zone Setup	4	3	4	1	2	3	1	1	0	19
Motor Vehicle Collision	11	4	8	5	13	13	8	8	8	78
Mutual Aid	0	0	3	1	2	0	1	0	1	8
Power Outage	0	0	0	0	0	0	0	1	0	1
Public Assist	1	1	1	0	2	1	1	0	2	9
Report of Smoke	1	1	3	0	1	1	0	0	0	7
Storm Damage	0	0	3	0	1	0	8	1	0	13
Structure Fires	0	4	3	8	3	2	0	0	3	23
Traffic Control	0	0	1	0	0	0	0	0	0	1
Vehicle Fires	0	1	1	2	2	0	3	0	1	10
Water Rescue/Recovery	1	0	0	0	0	0	0	0	0	1
Work Detail	0	0	0	0	0	0	0	0	0	0
Monthly Total	21	21	37	22	39	23	32	20	20	235

Event Standby	0	0	1	0	2	1	1	0	2	7
Football Game Standby	0	0	0	0	0	0	0	0	1	1
Weekly Meetings	4	4	4	3	4	4	3	4	4	34
Monthly Total	4	4	5	3	6	5	4	4	7	277

Judy

Sept

DATE		TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
9/1	9:41p	CO	Floyd	F	Agg Assault/Endanger	2 135,000		Judy
9/3	2:45 A	City	Tiebert	M	POSS of MARIJUANA POSS of HANDGUN	DUI 4300		Judy
9/3	2:45A	CO	Fleegal	F	Agg Assault Dom	5000		Judy
9/3	9:40 A	City	Gordon	M	CAJN TRAPASS	250		Judy
9/4	10:38A	CO	Sedric	M	DRIVING ON REVER	750		Judy
9/4	7:04 p	PTADP	Jacob M	M	DUI	500		Judy
9/5				NO CALLS				
9/6	6:00p	CO	Sedric	M	on mobile phone no seat belt	Citation		Judy
9/7				NO CALLS				
9/8	10:00p	City	Rick	M	POSSESS MARIJUANA CALLS	3500		Clyde
9/9				NO				
9/10	10:00p	CO	Baker	M	DOEL	Citation		Judy
9/11				NO	CALLS			
9/12	10:44p	CO	Floyd	F	Vand. / Assault	1500		Judy
9/12	10:44p	CO	Floyd	M	DOEL	2500		Judy
9/12	12:00A	CO	Cham	M	EVAD, Theft Vand	23000		Judy
9/13				NO	CALLS			
9/14	6:30p	CO	Baker	M	Domestic Assault	500		Judy
9/15	1:30A	CO	Booth	F	Contaband w/ Tail	10,000		Judy
9/15	1:30A	CO	TBI	AA	Consp. Dis Fentanyl	10,000		'
9/15	1:30A	CO	TBI	M	Consp Dist Fentanyl	10,000		'

Clysta Brooks

MONTH Sept. 2023

DATE	TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
9/16 Sat	—	—	—	—	No Calls	—	Clysta
9/17 Sun	—	—	—	—	No Calls	—	Clysta
9/18 Mon	10:00 PM	City	Josh McDonald	Female	39-17-418 DUI	\$ 500 —	Clysta
9/19 Tue	5:02 PM	City	Josh McDonald	Male	39-16-603 Evading Arrest	\$ 1500 —	Clysta
9/19 Tue	5:02 PM	City	Josh McDonald	Male	39-17-418 Simple Possession or	\$ 500 —	Clysta
—	—	—	—	—	Casual Exchange	—	Clysta
9/19 Tue	5:02 PM	City	Josh McDonald	Male	39-17-425 Unlawful Drug Par.	\$ 500 —	Clysta
9/19 Tue	5:02 PM	City	Josh McDonald	Male	55-10-205 Reckless Driving	\$ 1000 —	Clysta
9/20 Wed	12:49 AM	County	Jacob Booth	Male	39-13-111 Domestic Assault - TPA	\$ 2500 —	Clysta
9/21 Thur	9:30 PM	County	Jonathan Floyd	Male	55-50-564 citation	\$ 0	Clysta
9/21 Thur	9:30 PM	County	Jonathan Floyd	Male	55-50-564 citation	\$ 0	Clysta
9/22 Fri	—	—	—	—	No Calls	—	Clysta
9/23 Sat	11:35 PM	County	Amanda Baker	Male	39-13-111 Reckless Endangerment	\$ 1500 —	Clysta
9/23 Sat	11:35 PM	County	Amanda Baker	Male	39-13-111 Domestic Assault	\$ 500 —	Clysta
9/24 Sun	—	—	—	—	No Calls	—	Clysta
9/25 Sun	—	—	—	—	No Calls	—	Clysta
9/26 Tue	9:42 PM	County	Chad Denton	Male	39-16-602 - halt & arrest	\$ 7500 —	Clysta
9/26 Tue	9:42 PM	County	Chad Denton	Male	39-17-316 Resisting Stop Risky Public Intoxication	\$ 1500 —	Clysta
9/27 Wed	—	—	—	—	No Calls	—	Clysta
9/28 Thur	—	—	—	—	No Calls	—	Clysta
9/29 Fri	3:00 AM	County	Jacob Booth	Male	39-13-102 Aggravated Assault Domestic	\$ 3500 —	Clysta

Clysta Brooks		Oct 16-		MONTH Oct 23			
DATE	TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
Mon 10/16	—	—	—	—	No Calls	—	Clysta
Tue 10/17	—	—	—	—	No Calls	—	Clysta
Wed 10/18	11:57	City	Tiebor	male	39-14-150 Identity Theft	5000-	Clysta
Wed 10/18	11:57	City	Tiebor	male	39-16-301 Criminal Impersonation	7500-	Clysta
Thur 10/19	11:00	City	Tiebor	male	55-50-564 Suspended Licenses	2500-	Clysta
Fri 10/20	7:00	County	Baker	male	39-13-101 Assault	2500-	Clysta
Sat 10/21	11:08	City	MacDonald	Female	39-17-418 Simple Possession	500-	Clysta
Sat 10/21	11:08	City	MacDonald	Female	39-17-425 Drug Paraphernalia	500-	Clysta
Sat 10/21	11:08	City	MacDonald	Female	58-50-504 Licenses Suspended	500-	Clysta
Sat 10/21	11:08	City	MacDonald	Male	39-13-113 Order of Protection	5000-	Clysta
Sat 10/21	11:08	City	MacDonald	Male	39-17-1307 Unlawful Poss. of Weapon	5000-	Clysta
Sun 10/22	—	—	—	—	No Calls	—	Clysta
Mon 10/23	10:30	County	Floyd	Male	Citation	0	Clysta
Mon 10/23	10:30	County	Floyd	Male	Citation DL	0	Clysta
Tue 10/24	—	—	—	—	No Calls	—	Clysta
Wed 10/25	7:30	County	Hardin	Male	39-13-111 Domestic Assault	2000-	Clysta
Thur 10/26	—	—	—	—	No Calls	—	Clysta
Fri 10/27	—	—	—	—	No Calls	—	Clysta
Sat 10/28	—	—	—	—	No Calls	—	Clysta
Sun 10/29	—	—	—	—	No Calls	—	Clysta
						\$31,000. ⁰⁰⁷	Clysta

Clysta Brooks

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MONTH 00-25

[illegible]

Oct

MONTH

DATE	TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
10/1	10:15A	City	Gordon	M	Meth, pot, DOR	7,000	Judy
10/2	7:15A		NO	CA 115			
10/3	7:15A	City	Josh	F	DOR	5000	
10/3	7:15A	County	Jacob	M	NO sex offend	NO	
10/4				NO	CA 115		
10/5	3:30A	Co.	Floyd	M	DOR	Citation	
10/6			NO	CA 115			
10/7			NO	CA 115			
10/8	11:5A	City	Josh	F	DRUG P.M.A Simp poss. Meth, AMMI	7,000	
10/9				NO	CA 115		
10/10				NO	Cells		
10/11	3:00A	City	Tiebar	M	Agg Assault	500	
10/12				NO	CA 115		
10/13				NO	Cells		
10/14					NO Cells		
10/15	12:30A	Co.	Floyd	M	DOM. Assault	500	

11



SHERIFF

HOUSTON COUNTY

Calls for Service from 09/01/2023 to 10/31/2023

Wrecks = 30

Arrests / Booked = 131

Alarm Calls = 17

Attempt to Serve = 143

Burglary = 1

Drug Arrest = 17

Domestic Violence = 20

Prisoner Transport = 30

Traffic Stops = 246

Theft Calls = 4

Calls for Service Per Month

January = 448

February = 382

March = 436

April = 472

May = 548

June = 501

July = 492

August = 524

September = 458

October = 508

November =

December =

James Barth addressed this legislative body under public comments.

MOTION by Robert Parchman, second by Fred Richardson.

I move we go into executive session.

MOTION FAILED

MOTION by Darrell Kingsmill, second by Johnathon Floyd.

I move we adjourn.

MOTION PASSED