

COMMISSION MINUTES

MARCH 27, 2023

- Presentation of Loyal Patriot Award to Steve Dean.
- Budget Amendments Resolution 1-3-23 and Resolution 2-3-23.
- HCSO approval to sell Surplus Property Resolution 3-3-23.
- Approval of Henry County's participation in the Tennessee State-Subdivision Opioid Abatement Agreement and approve the related settlement agreements Resolution 4-3-23.
- Amendment of Resolution 3-8-22 (purchase of property for the planned postsecondary education facility) Resolution 5-3-23.
- Accepting the resignation of District 5 Commissioner Greg Carter Resolution 6-3-23.
- Establishing rules of procedure for the Special Election to fill the vacant position for District 5 County Commissioner Resolution 7-3-23.

STATE OF TENNESSEE
COUNTY OF HENRY...

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on March 27, 2023 at 5:00 p.m. Present and presiding the Honorable John Penn Ridgeway, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

ITEM NO. 2 The invocation was led by Commissioner Kenneth Humphreys.

ITEM NO. 3 The pledge to the flag was led by Sheriff Josh Frey.

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Greg Carter, Charles Elizondo, Randy Gean, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Monte Starks, Marty Visser, Ricky Wade, David Webb and Ralph Wiles.

ITEM NO. 5 Presentation of Loyal Patriot Award to Steve Dean.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Visser to approve the Consent Agenda, which consists of: Minutes of the meeting of February 21, 2023, various quarterly reports, Henry County Medical Center Statement of Cash Flow, Trustee's month end report and the following Notary Public designations: Loria Plunk, Jeanette Triplett, Susan P. Webb, Olivia B. Rice, Stephanie L. Hart, Anna Marie Garner, Melinda Dunnaway, Beatriz E. Macia, Leslie Hogan, Teresa A. Dennison and Pamela Thomas. The motion was seconded by Commissioner Starks.

ITEM NO. 6

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
CARTER, GREG								
ELIZONDO, CHARLES								
GEAN, RANDY								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE				X				
VISSER, MARTY			X					
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 3-27-23

00 007

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Humphreys made a motion to approve Resolution 1-3-23, to authorize certain changes in the budget for the Henry County General Fund for Fiscal 2022-2023. Commissioner Starks seconded the motion.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE				X	X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 3-27-23

RESOLUTION #1-3-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County General Fund for fiscal 2022-2023; and,

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

WHEREAS, the expenditures authorized in the said budget of the Henry County General Fund will be insufficient in certain line items with funds being available for transfer; and,

WHEREAS, it is necessary and appropriate that the said budget of the Henry County General Fund be amended to provide additional funds for certain line items.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 27th day of March 2023, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

CHANCERY COURT CLERK

INCREASE ACCOUNT 53400-332, entitled "Legal Notices," in the amount of \$460.40

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$460.40

Please see emergency accounts payable request from Albert Wade.

SHERIFF'S OFFICE

INCREASE ACCOUNT 54210-335, entitled "Maintenance & Repair - Buildings," in the amount of \$5,200.00

DECREASE ACCOUNT 54110-307, entitled "Communication," in the amount of \$1,800.00

DECREASE ACCOUNT 54100-317, entitled "Data Processing," in the amount of \$400.00

DECREASE ACCOUNT 54110-435, entitled "Office Supplies," in the amount of \$1,000.00

DECREASE ACCOUNT 54110-452, entitled "Utilities," in the amount of \$2,000.00

INCREASE ACCOUNT 54210-410, entitled "Custodial Supplies," in the amount of \$8,000.00

DECREASE ACCOUNT 54210-340, entitled "Medical & Dental Services," in the amount of \$8,000.00

Please see request from Josh Frey regarding this transfer.

OFFICE ON AGING

INCREASE REVENUE ACCOUNT 46140, entitled "Aging Programs," in the amount of \$8,000.00

INCREASE ACCOUNT 56100-599-001, entitled "Other Charges," in the amount of \$8,000.00

This transfer is to put into the budget a grant received for the senior center.

AIRPORT

INCREASE ACCOUNT 58220-702, entitled "Airport Improvements," in the amount of \$58,250.00

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$25,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$33,250.00

This transfer is to put in the budget two airport grants.

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

PASSED 3-27-23




JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 3-27-23



JOHN PENN RIDGEWAY
COUNTY MAYOR

HENRY COUNTY, TENNESSEE

ACCOUNTS AND BUDGETS OFFICE
PO BOX 7
PARIS TN 38242

EMERGENCY ACCOUNTS PAYABLE REQUEST

Date: 1/10/23

Amount: \$ 460 ^{1/2} (increase)

Vendor: Paris

Reason for request: Pay for tax sale ad. See attached for further details.

Increase in line item 53400332 by \$460.12

Department Head: Albert WADE

Request Approved: PJA

Request Denied: _____

To: Budget Committee

From: Josh Frey, Sheriff

Date: March 7, 2023

Please make the following budget transfers:

- **Increase Account 54210-335 (Building Maintenance & Repair) in the amount of \$5,200.00**
 - **Decrease Account 54110-307 (Communication) in the amount of \$1,800.00**
 - **Decrease Account 54110-317 (Data Processing) in the amount of \$ 400.00**
 - **Decrease Account 54110-435 (Office Supplies) in the amount of \$1,000.00**
 - **Decrease Account 54110-452 (Utilities) in the amount of \$2,000.00
(Replace parking lot lightbulbs and repairs to lift-station and grinder for sewer system)**
-
- **Increase 54150-599 (Drug Fund Other Charges) in the amount of \$ 1,500.00**
 - **Decrease Drug Fund Unappropriated Balance in the amount of \$ 1,500.00
(Vet bills and food for K-9 units)**

HENRY COUNTY, TENNESSEE

ACCOUNTS AND BUDGETS OFFICE
PO BOX 7
PARIS TN 38242

EMERGENCY ACCOUNTS PAYABLE REQUEST


Date: 02-28-23

Amount: \$ 2375.00

Vendor: B.A.M.2

Reason for request: Repair to liftstation and grinder
sewer system at Sheriff's office

Department Head:  Sheriff

Request Approved: 

Request Denied: _____

To: Budget Committee

From: Josh Frey, Sheriff

Date: March 7, 2023 (updated 3-13-23)

Please make the following budget transfers:

- **Increase Account 54210-335 (Building Maintenance & Repair) in the amount of \$5,200.00**
 - **Decrease Account 54110-307 (Communication) in the amount of \$1,800.00**
 - **Decrease Account 54110-317 (Data Processing) in the amount of \$ 400.00**
 - **Decrease Account 54110-435 (Office Supplies) in the amount of \$1,000.00**
 - **Decrease Account 54110-452 (Utilities) in the amount of \$2,000.00
(Replace parking lot lightbulbs and repairs to lift-station and grinder for sewer system)**
-

- **Increase 54150-599 (Drug Fund Other Charges) in the amount of \$ 1,500.00**
 - **Decrease Drug Fund Unappropriated Balance in the amount of \$ 1,500.00
(Vet bills and food for K-9 units)**
-

- **Increase Account 54210-410 (Custodial Supplies) in the amount of \$8,000.00**
- **Decrease Account 54110-340 (Medical & Dental Services) in the amount of \$8,000.00
(toilet paper, paper towels, trash liners and cleaning supplies for the jail)**



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 10/1/2022	End Date 9/30/2023	Agency Tracking # 31602-23854	Edison ID N/A
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Grantee Legal Entity Name Henry County Government	Edison Vendor ID 4223
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Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number
Grantee's fiscal year end 6/30	

Service Caption (one line only)
Senior Center Competitive Grant

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY23	8,000.00				8,000.00
TOTAL:	8,000.00				\$8,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	Senior Centers across the stated submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five proposals will be awarded a grant.
<input type="checkbox"/> Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations

aw

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
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GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date <p style="text-align: center;">7/17/2022</p>	End Date <p style="text-align: center;">7/16/2023</p>	Agency Tracking # <p style="text-align: center;">40100-49630</p>	Edison ID <p style="text-align: center;">74118</p>		
Grantee Legal Entity Name <p style="text-align: center;">Henry County</p>			Edison Vendor ID <p style="text-align: center;">4223</p>		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # N/A Grantee's fiscal year end - June 30			
Service Caption (one line only) <p style="text-align: center;">Wildlife Hazard Assessment</p>					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$23,750.00	\$0.00		\$1,250.00	\$25,000.00
TOTAL:	\$23,750.00	\$0.00		\$1,250.00	\$25,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  TDO/Finance/Contracts Sig (Sep 1, 2022 16:12 CDT)				CPO USE - GG	
Speed Chart (optional) TX00303774		Account Code (optional) 71301			

VENDOR ADDRESS: 4 LOCATION CODE: PARIS-003

Airport Security System Upgrade Grant revenue (\$33,250) was received prior to June 30th. However, the grant was not put into the budget, therefore, at the end of the fiscal year the funds would have rolled into Unappropriated Fund Balance. Therefore, I am adding the grant to the budget and offsetting the expense account with fund balance.

2-20-20 GG
 TAD PROJECT NUMBER: 40-555-0147-21
 TAD CONTRACT NUMBER: AERO-21-331-00
 FEDERAL GRANT NUMBER: 3-47-SBGP-59



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity of their agents and instrumentalities)

Begin Date 6/18/2021	End Date 6/17/2022	Agency Tracking # 40100-14620	Edison ID 65890		
Grantee Legal Entity Name Henry County			Edison Vendor ID 4223		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Security System Upgrade					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$33,300.00		\$0.00	\$33,300.00
TOTAL:	\$0.00	\$33,300.00		\$0.00	\$33,300.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart	Account Code 71301				

VENDOR ADDRESS: 4

LOCATION CODE: PARIS-003

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Humphreys made a motion to approve Resolution 2-3-23, to authorize certain changes in the budget for the Henry County Drug Fund for Fiscal 2022-2023. Commissioner Webb seconded the motion.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH			X		X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID				X	X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 3-27-23

RESOLUTION #2-3-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG FUND FOR FISCAL 2022-2023

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its June Recessed Session, 2022, adopted the budget for the Henry County Drug Fund for fiscal 2022-2023; and,

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

WHEREAS, the expenditures authorized in the said budget of the Henry County Drug Fund will be insufficient in certain line items with funds being available for transfer; and,

WHEREAS, it is necessary and appropriate that the said budget of the Henry County Drug Fund be amended to provide additional funds for certain line items.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 27th day of March 2023, a majority or more of said membership concurring, that the budget for the Henry County Drug Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 54150-599, entitled "Other Charges," in the amount of \$1,500.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,500.00

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

PASSED 3-27-23

John Penn Ridgeway

JOHN PENN RIDGEWAY CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig

DONNA CRAIG
COUNTY CLERK

APPROVED 3-27-23

John Penn Ridgeway

JOHN PENN RIDGEWAY
COUNTY MAYOR

To: Budget Committee

From: Josh Frey, Sheriff

Date: March 7, 2023

Please make the following budget transfers:

- **Increase Account 54210-335 (Building Maintenance & Repair) in the amount of \$5,200.00**
 - **Decrease Account 54110-307 (Communication) in the amount of \$1,800.00**
 - **Decrease Account 54110-317 (Data Processing) in the amount of \$ 400.00**
 - **Decrease Account 54110-435 (Office Supplies) in the amount of \$1,000.00**
 - **Decrease Account 54110-452 (Utilities) in the amount of \$2,000.00
(Replace parking lot lightbulbs and repairs to lift-station and grinder for sewer system)**
-

- **Increase 54150-599 (Drug Fund Other Charges) in the amount of \$ 1,500.00**
- **Decrease Drug Fund Unappropriated Balance in the amount of \$ 1,500.00
(Vet bills and food for K-9 units)**

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Wade to approve Resolution 3-3-23, to authorize the sale of certain surplus property through Auction or Bid. Commissioner Greg Carter seconded the motion.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG				X	X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY					X			
WADE, RICKY			X		X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 3-27-23

RESOLUTION NO. 3-3-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO AUTHORIZE THE SALE OF CERTAIN SURPLUS PROPERTY THROUGH AUCTION OR BID

WHEREAS, the Henry County Sheriff's Department has declared certain property to be surplus and of no value to the County; and

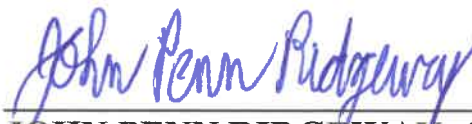
WHEREAS, the Henry County Sheriff's Department declares all of the property on the attached list to be surplus property; and

WHEREAS, the Board of Commissioners deems it appropriate and beneficial to the public interest to grant authorization for sale by auction or by bid of such property by the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 27th day of March, 2023, a majority or more of the membership concurring, that the attached list of items be declared surplus property and does authorize the sale of such property by auction or by bid.

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

PASSED 3-27-23



**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 3-27-23



**JOHN PENN RIDGEWAY
COUNTY MAYOR**

Henry County Sheriff's Surplus Property-2023

LESO

1. Mini Truck
2. Small Cooler Box
3. Ford Tractor DTIT #W33DL301920005
4. Red Dump Truck DTIT #W26ADX73450017
5. John Deere Tractor DTIT #W33DL301950001

SEIZURE

1. Ford Focus TN Tag #0D37N1
2. Jeep Cherokee VIN #1J46Z587WC328556
3. Dodge Journey TN Tag #X4349L

SURPLUS

1. Dodge Magnum – non-running – VIN #2D4FV47T16H119758
2. Nissan Sentra – bad transmission – VIN #3N1AB7AP1DL724035
3. International Bus – 1HVBBABN034684208
4. Ford Van – bad transmission – 1FBNE31L99DA29508
5. Ford Crown Vic – electrical problems – 2FAHP71W06X144335
6. Small semi-trailer
7. Ford Crown Vic – non running – 2FAHP71W46X118014
8. Chevy Camaro – non running – 2G1FP22P7T2124080
9. Ford Taurus – wrecked – 1FAHP2L81FG138938
10. Ford Crown Vic – wrecked – 2FABP7BU5AX111741
11. Gas Stove and Oven with Griddle
12. Bulk Fryer
13. Filing Cabinet x 7
14. Lights x 21
15. Fuel Tanks x 2
16. PTO Drive Sprayer
17. PTO Tiller
18. Walk behind weed eater
19. DR walk behind sickle mower

ROLL CALL
COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
PARIS, TENNESSEE

Commissioner Visser made a motion to approve Resolution 4-3-23, authorizing Henry County to join the State of Tennessee and other Local Governments in amending the Tennessee State- Subdivision Opioid Abatement Agreement and approving the related Settlement Agreements. Commissioner Dell Carter seconded the motion.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL				X	X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
VISSER, MARTY			X		X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 3-27-23

RESOLUTION NO. 4-3-23

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

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

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

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

WHEREAS, Henry County has previously joined settlements with three pharmaceutical distributors and a manufacturer;

WHEREAS, certain additional pharmaceutical manufacturers and retail pharmacy chains have proposed settlements that Henry County finds acceptable and in the best interest of the community;

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

WHEREAS, there is currently proposed legislation that would apply the statutory provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

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

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (attached hereto as *Exhibit A*) and the opioid litigation settlement agreements available at <https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html> (summary attached hereto as *Exhibit B*) (collectively the “Tennessee Plan”), sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

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

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

Section 1. That Henry County finds that participation in the Tennessee Plan is in the best interest of Henry County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

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

Section 3. That the Henry County Mayor is hereby expressly authorized to execute the Tennessee Plan and amendments thereto in substantially the form attached as Exhibit A and those at <https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html> (see summary at Exhibit B) and the Henry County Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan, Exhibits A and B, and this Resolution.

Section 4. That the Henry County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Henry County's agreement to the settlement of claims and litigation specifically related to AmerisourceBergen Corporation, Cardinal Health, Inc, McKesson Corporation, Janssen Pharmaceuticals, Inc, Johnson & Johnson, Allergan, Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that the State of Tennessee has joined.

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

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

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

PASSED 3-27-23




**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



DONNA CRAIG, COUNTY CLERK

APPROVED 3-27-23



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

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

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

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

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

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

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

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

G. “State.” The State of Tennessee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Abatement Accounts Fund.

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

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

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

E. Subdivision Fund.

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

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

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

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

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

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

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. No Application to Other Funds

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

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

VII. Adoption and Amendment of Agreement

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

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

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

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

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

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

VIII. Effect of Agreement

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

Exhibit A: County Allocation for Opioid Abatement Fund

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

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

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

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

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

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

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

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

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

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Exhibit B

Second Wave: New Settlements with Five Additional Companies

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

- [Allergan Settlement Agreement \(2/8/23 update\) @](https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/allergan-settlement.pdf)
<https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/allergan-settlement.pdf>
- [Teva Settlement Agreement \(2/8/23 update\) @](https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/teva-settlement.pdf)
<https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/teva-settlement.pdf>
- [CVS Settlement Agreement \(2/3/23 update\) @](https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/cvs-settlement.pdf)
<https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/cvs-settlement.pdf>
- [Walgreens Settlement Agreement \(12/9/22\) @](https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/walgreens-agreement.pdf)
<https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/walgreens-agreement.pdf>
- [Walmart Settlement Agreement \(2/7/23 update\) @](https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/walmart-settlement.pdf)
<https://www.tn.gov/content/dam/tn/attorneygeneral/documents/foi/opioids-settlements/walmart-settlement.pdf>

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

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

Summary of Amendment 1:

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

Summary of Amendment 2:

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

of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

Summary of Amendment 3:

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

Following Page: Text of Amendments

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

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

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

Amendment 1:

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

1. Allergan Public Global Opioid Settlement Agreement
2. CVS Settlement Agreement
3. Teva Global Opioid Settlement Agreement
4. Walgreens Settlement Agreement
5. Walmart Settlement Agreement

Amendment 2:

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

Amendment 3:

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

Note on adoption of amendments:

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

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Starks to approve Resolution 5-3-23, to amend Resolution 3-8-22. The motion was seconded by Commissioner Gean.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK					X			
CARTER, DELL					X			
CARTER, GREG					X			
ELIZONDO, CHARLES					X			
GEAN, RANDY				X	X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH					X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
VISSER, MARTY					X			
WADE, RICKY					X			
WEBB, DAVID					X			
WILES, RALPH					X			
TOTAL					15			

MOTION CARRIED

DATE : 3-27-23

RESOLUTION NO. 5-3-23

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO AMEND RESOLUTION 3-8-22

WHEREAS, the Tennessee Colleges of Applied Technology, a public college system operated by the Tennessee Board of Regents (hereinafter "TCAT") had requested that the County of Henry, Tennessee (hereinafter "County") grant the TCAT an option to acquire land owned by the County and depicted on the maps of the Henry County Assessor of Property as Map 116, Parcel 044.05 and more particularly described on *Exhibit A* (the "Subject Property") for purposes of constructing a postsecondary education facility; and

WHEREAS, Section 5-7-101 of the Tennessee Code authorizes counties to acquire and sell real estate; and

WHEREAS, the Board of Commissioners of Henry County, Tennessee, by Resolution No. 3-8-22 granted TCAT an option to purchase the Subject Property; and

WHEREAS, it now appears that the State of Tennessee (rather than the Tennessee Board of Regents) is the proper party to own the Subject Property for the planned construction of said postsecondary education facility; and

WHEREAS, it is necessary to amend Resolution No. 3-8-22 to substitute the proper party and update the terms of the option to purchase;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee assembled in regular session on this 27th day of March, 2023, a majority or more of the membership concurring, that Henry County shall grant the State of Tennessee an option to purchase all or any portion of the Subject Property on the terms shown on the Option to Purchase attached as *Exhibit B* hereto; and

BE IT FURTHER RESOLVED that the Henry County Mayor is authorized and directed to execute the attached Option to Purchase on behalf of the County as well as all documents necessary and incident to closing on the transfer of the Subject Property as contemplated in said Option; and

BE IT FURTHER RESOLVED that the Option to Purchase attached to this Resolution (Exhibit B hereto) replaces the Purchase Option attached to Resolution No. 3-8-22; and

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

PASSED 3-27-23

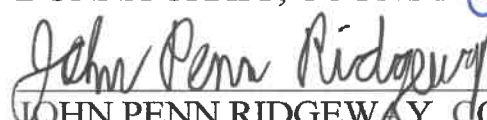


JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG, COUNTY CLERK

APPROVED 3-27-23



JOHN PENN RIDGEWAY, COUNTY MAYOR

EXHIBIT A: PROPERTY DESCRIPTION

An approximately 20-acre tract of land depicted on the maps of the Henry County Assessor of Property as Map 116, Parcel 044.05 more particularly described as:

BEGINNING at a set iron pin in the south right-of-way of Highway 218 Bypass; runs thence with the southern right-of-way of Highway 218 Bypass: North 87 degrees 58 minutes 17 seconds East, a distance of 499 .19 feet to a concrete right-of-way marker, North 79 degrees 26 minutes 14 seconds East, a distance of 717.77 feet to a concrete right-of-way marker, North 66 degrees 31 minutes 42 seconds east, a distance of 373.47 feet to a concrete right-of-way marker, North 71 degrees 36 minutes 14 seconds East, a distance of 199.32 feet to a set iron pin in the west line of Williams, Deed Book 181, page 488; thence with the west line of Williams and a fence, South 02 degrees 53 minutes 03 seconds East, a distance of 691.52 feet to a fence post in the northeast corner of Fleming, Deed Book 125, page 302; thence with the north line Fleming, the north line of Hanson, Deed Book 210, page 726, and with a fence, South 86 degrees 37 minutes 45 seconds West, a distance of 1752.10 feet to a nail set in a stump at a fence corner, the northwest corner of Hanson and the east line of Bomar, Deed Book 29, page 365; thence with the east line of Bomar, North 02 degrees 53 minutes 55 seconds West, a distance of 433.32 feet to the point of beginning and containing 20.072 acres more or less. Bearings are record per highway plans.

This description taken from a Certificate of Survey dated April 4, 1995, prepared by Lucile D. Smith, Registered Land Surveyor of L.I. Smith & Associates, 2200 West Wood Street, Paris, Tennessee 38242, Tennessee License No. 1508 (file 116-44-B).

The property is subject to easements to the City of Paris Board of Public Utilities for sanitary sewer and other utility purposes.

EXHIBIT B: OPTION

**STATE OF TENNESSEE
OPTION TO PURCHASE
TR# 22-09-006**

This Option to Purchase entered into as of the date the last of the Seller or Buyer signs, as shown on the signature block set forth below (the "Effective Date"), by and between **HENRY COUNTY, TENNESSEE** hereinafter called the "Seller," and the **STATE OF TENNESSEE**, hereinafter called the "Buyer":

WITNESSETH: In consideration of the sum of \$1.00 as earnest money and the mutual promises herein stated, the Seller hereby grants to the Buyer an exclusive option (the "Option") to purchase certain property in Henry County, which property is commonly known as 0 Highway 218 Bypass, Paris, Tennessee, Tax Map 116 Parcel 044.05 hereto (the "Property").

This Option shall be exercised by notice from the Buyer to the Seller (the "Option Notice") within 180 days from the Effective Date. If this Option is so exercised, the closing of the purchase (the "Closing") shall take place not more than 30 days after the date Seller receives the Option Notice unless extended by agreement of the parties. This Option is subject to the following terms of the sale to be satisfied prior to or by the Closing:

1. Buyer will furnish and pay for title insurance or attorney's certificate of title as desired.
2. Exclusive possession of the Property shall be given to Buyer at the Closing.
3. The Buyer will verify the legal description of the Property by survey or otherwise, to its satisfaction and at Buyer's expense. If the description of the Property as shown on said survey differs from the description of the Property as described on the deed vesting title in the Property to Seller, Seller shall convey the Property to Buyer utilizing the description on said survey.
4. All taxes and other expenses for the current year will be prorated and any back or rollback taxes will be paid by Seller.
5. At Closing, Seller will convey the Property by a good and valid warranty deed, subject only to encumbrances acceptable to Buyer in its sole and absolute discretion, on or before the Closing, unless Buyer agrees to a later date.
6. The purchase price for the Property shall be \$0.00 (Gift). Payment shall be made in cash or immediately available funds at the Closing.
7. All property shall be deeded to the "STATE OF TENNESSEE" unless otherwise required by statute.
8. Buyer shall have the right, at its sole expense, to conduct any inspections of the Property it deems necessary or desirable prior to the Closing. Buyer shall provide copies of any inspection reports it obtains to Seller upon request.
9. The Seller will provide the Buyer with copies of any and all leases, liens or other encumbrances of any type, recorded or unrecorded, in its possession or control affecting the Property.

IN WITNESS WHEREOF: The said parties have hereunto subscribed their names as of the Effective Date. The officials of the State of Tennessee having signed their name in their official capacity but not otherwise. Approved by the State Building Commission at its meeting of November 21, 2022.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Patrick Burns made a motion to approve Resolution 6-3-23, to accept resignation of County Commissioner Greg Carter. The motion was seconded by Commissioner Dell Carter.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X					
CARTER, DELL				X				
CARTER, GREG								
ELIZONDO, CHARLES								
GEAN, RANDY								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE								
VISSER, MARTY								
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 3-27-23

RESOLUTION NO. 6-3-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO ACCEPT RESIGNATION OF COUNTY COMMISSIONER GREG CARTER

WHEREAS, the Honorable **Greg Carter** has announced his intent to resign the office of **County Commissioner for Henry County District 5**; and

WHEREAS, Greg Carter has (in his individual capacity) signed this Resolution for purposes of irrevocably resigning from said office effective March 27, 2023; and

WHEREAS, immediately upon the acceptance of said resignation by approval of this Resolution by the Board of Commissioners of Henry County, Tennessee, the office of County Commissioner for Henry County District 5 held by Greg Carter shall be deemed vacant; and

WHEREAS, as contemplated by TENN. CODE ANN. § 5-1-104, the county legislative body shall make an appointment to fill a vacancy within one hundred twenty (120) days of receiving notice of the vacancy unless during that time period there is a general election scheduled in the county and there is sufficient time for the vacancy to be placed on the ballot.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 27th day of March, 2023, a majority or more of the membership concurring that Greg Carter's resignation from the office of County Commissioner for Henry County District 5 is accepted and irrevocable, and said office is deemed vacant effective immediately; provided, however, that Greg Carter shall continue to serve as County Commissioner for Henry County District 5 and fulfil the duties of that office until 11:59 PM on March 27, 2023.

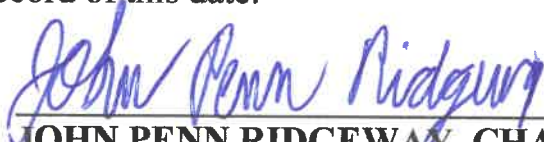
BE IT FURTHER RESOLVED that the members of this body waive formal notice of the vacancy created by the resignation contemplated herein pursuant to TENN. CODE ANN. § 5-1-104; and

BE IT FURTHER RESOLVED that this body shall by future resolution fill the vacancy in the office of County Commissioner for Henry County District 5 as required by TENN. CODE ANN. § 5-1-104; and

BE IT FURTHER RESOLVED that a true copy of this Resolution be delivered to the Henry County Administrator of Elections and each member of the Henry County Election Commission; and

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

PASSED 3-27-23



**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 3-27-23



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

I, **Greg Carter**, individually, join in this resolution for purposes of irrevocably resigning from the Office of **County Commissioner for Henry County District 5** as stated in the above resolution (with my final day of service in such capacities to be **March 27, 2023**), subject to the approval of said Resolution by the Board of Commissioners of Henry County, Tennessee.



Greg Carter

Date 3-27-23

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Gean made a motion to approve Resolution 7-3-23, establishing the Rules of Procedure for conducting a Special Election to fill the Office of County Commissioner- 5th District. The motion was seconded by Commissioner Visser.
 ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
GEAN, RANDY			X					
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE								
VISSER, MARTY				X				
WADE, RICKY								
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 3-27-23

RESOLUTION NO. 7-3-23

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS ESTABLISHING THE RULES OF PROCEDURE FOR CONDUCTING A SPECIAL ELECTION TO FILL THE OFFICE OF COUNTY COMMISSIONER – 5th DISTRICT

WHEREAS, a vacancy now exists in the office of Henry County Commissioner in the 5th District; and

WHEREAS, the Board of Commissioners of Henry County, Tennessee must fill the said vacancy which now exists; and

WHEREAS, a special election for the purpose of filling the said vacancy has been set by the Board of Commissioners of Henry County, Tennessee; and

WHEREAS, it is appropriate and necessary that certain rules and procedures for the conduct of the special election be established to ensure the order and fairness of the said special election.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 27th day of March, 2023, a majority or more of the membership concurring, that:

SECTION 1. Each candidate for the office of County Commissioner-5th District, whose qualifications are accepted by said Henry County Commission, be and hereby is granted the opportunity to speak to the assembled Commission in his/her own behalf prior to the casting of the official ballot or ballots; and provided, however, that any candidate so qualified may designate a person of his or her choice to speak in his or her own behalf; and provided, further, that in any event, the time granted for the speech or speeches on behalf of any candidate shall be for a period of time no longer than five (5) minutes.

SECTION 2. Any and all votes shall be by voice roll call.

SECTION 3. To be elected, a candidate must receive the vote of a minimum of eight (8) Commissioners, pursuant to the requirements of Section 5-5-109 of the Tennessee Code Annotated.

SECTION 4. In the event that no candidate receives the eight (8) votes required for election on the first ballot, then the Commission shall proceed to the second ballot and any number of additional ballots necessary until one candidate receives the vote of a minimum of eight (8) of the Commissioners; provided, that before proceeding to a second or any subsequent ballot, the name or names of the candidate or candidates receiving the least number of votes on the previous ballot shall be deleted from the second or any subsequent ballot; and provided, further, that the names of a candidate or candidates shall not be deleted from any ballot when such deletion would result in a ballot containing the name of only one (1) candidate that had received less than the eight (8) votes required for election.

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

PASSED 3-27-23




**JOHN PENN RIDGEWAY, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 3-27-23



**JOHN PENN RIDGEWAY
HENRY COUNTY MAYOR**

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Wade made a motion to adjourn. Commissioner Dell Carter seconded the motion.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL				X				
ELIZONDO, CHARLES								
GEAN, RANDY								
HAMILTON, MISSY								
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL								
STARKS, MONTE								
VISSER, MARTY								
WADE, RICKY			X					
WEBB, DAVID								
WILES, RALPH								
TOTAL								

VOICE VOTE CARRIED

DATE : 3-27-23