

APRIL 14, 2025

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, April 14, 2025, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Rebecca Harman, Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

Joshua Beal	John Gannon	Chris Rasnic
LaTonia Brown	David Harper	Rickey Ray
Nathan Burkholder	Jason Knight	David Shelton
Carmelle Chandler	Michael Lankford	Autumn Simmons
Joe Creek	Rashidah Leverett	Joe Smith
Billy Frye	Jorge Padro	Jeremiah Walker
Ryan Gallant	Lisa Prichard	Walker Woodruff

PRESENT: 21

ABSENT: None

When and where the following proceedings were had and entered of record, to-wit:

**BOARD OF COMMISSIONERS**

**AGENDA**

**APRIL 14, 2025**

**CALL TO ORDER** – Sheriff John Fuson

**PLEDGE OF ALLEGIANCE** – Commissioner Joe Creek

**INVOCATION** – Chaplain Joe Creek

**ROLL CALL**

**CITIZENS TO ADDRESS THE COMMISSION** - *Any member of the public wishing to make public comment should notify the chair or secretary of the meeting of their desire to speak, or at the time the "Public Comment Period" is called, and they will be allowed to speak as required by the statute and the internal rules as allowed.*

**PRESENTATIONS**

1. Donate Life Proclamation
2. Distracted Driving Awareness Month Proclamation
3. Ronnie Johnson Proclamation
4. Certificates of Recognition to Shaun Arms, Jeremy Black, Daniel Kroll, Matthew Matuszak, Matthew Newton, Wesley O'Brien, and Emily Olmos

**ZONING RESOLUTIONS**

- AB-6-2024**      Application of Montgomery Co. Highway Dept. for Partial Right of Way Abandonment of Happy Hills Acres
- AB-2-2025**      Application of Montgomery Co. Highway Dept. for the Abandonment of Faulk Road
- AB-3-2025**      Application of Montgomery Co. Highway Dept. for the Partial Right of Way Abandonment of Weeze Road

**RESOLUTIONS**

- 25-4-1\***          Resolution to Accept State of Tennessee Endowment Grant Funds for Essential Equipment Purchases for Licensed Ambulance Services in Tennessee and Appropriate Funds
- 25-4-2\***          Resolution to Amend Montgomery County Resolution 24-12-12 Regarding Dedication of a County Road
- 25-4-3\***          Resolution to Acquire Property at 1242 Crossland Avenue, 1244 Crossland Avenue and 1248 Crossland Avenue, for Use by Montgomery County to Provide and Expand Services
- 25-4-5\***          Resolution to Amend Various Revenues and Expenditures in the Sheriff's Office and Jail Budgets for Fiscal Year 2025
- 25-4-6\***          Resolution to approve Interlocal Agreement with the City of Clarksville, Tennessee for utility development at Charles Bell Road
- 25-4-7\***          Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2024-25 School Budget

**25-4-8\*** Resolution of the Montgomery County Board of Commissioners Appropriating Funds for the Construction of Freedom Elementary School

**Adoption:**     \*Commission Minutes dated March 17, 2025  
                  \*County Clerk's Report and Notary List  
                  \*Nominating Committee Nominations  
                  \*County Mayor Appointments & Nominations

### **CONSENT AGENDA**

*\*All items in this portion of the agenda are considered to be routine and non-controversial by the County Commission and may be approved by one motion; however, a member of the County Commission may request that an item be removed for separate consideration.*

### **RESOLUTIONS REMOVED FROM THE CONSENT AGENDA**

**25-4-4**           Resolution to Properly Identify in All Documents the Hours of Operation for Businesses Selling Beer as Found and Provided for in Tennessee Code Annotated § 57-5-301

### **RESOLUTIONS ADDED AFTER INFORMAL - MUST SUSPEND THE RULES**

**25-4-9**           Resolution to Amend the Budget of the Montgomery County Animal Care & Control for the Purchase of a Motor Vehicle

**25-4-10**          Resolution to Approve Emergency Funding for Mitigation to Real Property in Montgomery County by Flooding

### **REPORTS FILED**

1.     Building & Codes Monthly Reports
2.     **Accounts & Budgets Reports**
3.     **Trustee's Reports**

### **ANNOUNCEMENTS**

County Offices will be closed on Friday, April 18<sup>th</sup>, in observance of Good Friday.

**ADJOURN** – Sheriff John Fuson

The floor was opened for the public comment period. No speakers came forward.

Mayor Golden presented a Proclamation to Jonathan Ford, with Tennessee Organ  
Donor Services, in recognition of Donate Life Month

# MONTGOMERY COUNTY GOVERNMENT



## PROCLAMATION

### By The County Mayor

**WHEREAS,** *Tennessee Donor Services is a Donate Life agency and nonprofit organization dedicated to saving and improving lives through organ, eye, and tissue donation throughout Tennessee, and is one of 56 Organ Procurement Organizations throughout the nation; and*

**WHEREAS,** *April is recognized as National Donate Life Month and is a time to highlight and educate the need for individuals to register as organ and tissue donors on their state organ and tissue registry; and*

**WHEREAS,** *currently, more than 100,000 people in the U.S. are waiting for a life-saving organ transplant: 3,000 of those people are in the State of Tennessee; and*

**WHEREAS,** *we want to celebrate Tennesseans who have given and received the gift of life through organ and tissue donations, each organ donor can save as many as eight lives and tissue donors directly improve 75 more lives; and*

**WHEREAS,** *our local County Clerk's office collects on average \$14,000 annually from the generous citizens of Montgomery County to help with this lifesaving program.*

**NOW, THEREFORE, I, Wes Golden, Mayor of Montgomery County and on behalf of the citizens of this great community support saving lives through organ, eye, and tissue donation and do hereby proclaim April as**

### ***"National Donate Life Month"***

*and encourage all residents to register their decision to be an organ, eye, and tissue donor in the Donate Life Tennessee Registry at [DonateLifeTN.org](http://DonateLifeTN.org) or your local Driver Services Center.*

  
County Mayor

Mayor Golden presented a joint Proclamation with the City of Clarksville  
proclaiming the month of April as “Distracted Driving Awareness Month”.



Montgomery County

# JOINT PROCLAMATION



City of Clarksville

## *Distracted Driving Awareness Month*

**WHEREAS,** *April is nationally recognized as Distracted Driving Awareness Month, a time to encourage all Tennesseans to pledge to drive responsibly and eliminate distractions behind the wheel; and*

**WHEREAS,** *distracted driving is a dangerous epidemic on Tennessee's roadways and across the United States, claiming thousands of lives and causing countless preventable injuries each year; and*

**WHEREAS,** *distracted driving includes any activity that diverts attention away from driving, including texting, talking on a cell phone even in hands-free mode, adjusting the radio, eating, engaging with passengers, can divert attention away from driving and result in physical or cognitive distraction; and*

**WHEREAS,** *according to the Tennessee Department of Safety and Homeland Security, Clarksville - Montgomery County had 297 distracted driving crashes in 2024, and 14,037 crashes between 2015 to 2024, creating loss of life, minor to life-long injuries, creating a multi-million-dollar economic toll in damages annually; and*

**WHEREAS,** *education, awareness, and enforcement efforts are essential to changing driver behavior and reducing preventable tragedies caused by distracted driving; and*

**WHEREAS,** *Clarksville - Montgomery County, Tennessee residents deserve to live in a community that promotes safe driving behaviors. The Montgomery County Driver Safety Program and the Clarksville - Montgomery County Traffic Safety Task Force work to encourage policies, practices, and procedures which lead to increased safety on our roads and highways; and*

**WHEREAS,** *spring is when more miles are driven, making it imperative to focus attention on motor vehicle injury risks and prevention. In April 2025 the Montgomery County Driver Safety Program and the Clarksville - Montgomery County Traffic Safety Task Force will promote a month-long distracted driving public education campaign.*

**NOW, THEREFORE, WE, WES GOLDEN, Mayor of Montgomery County, and JOE PITTS, Mayor of the City of Clarksville, proclaim April 2025, as *Distracted Driving Awareness Month* within Clarksville-Montgomery County, Tennessee and strongly urge all citizens to practice safe driving behaviors and pledge to drive distraction-free.**

Mayor, Montgomery County

Mayor, City of Clarksville



Mayor Golden presented a Proclamation to Ronnie Johnson recognizing his years of dedicated volunteer service to Montgomery County.

# MONTGOMERY COUNTY GOVERNMENT



## PROCLAMATION

### By The County Mayor

**WHEREAS,** *Ronnie Johnson was a founding member of St. Bethlehem Volunteer Fire Service in 1984. During his time at the fire service, he held many roles such as supply officer, shift leader, captain, and assistant chief, having had radio numbers of 1746, 1704, 1703, and 1702; and*

**WHEREAS,** *Ronnie was a TARS certified member of the Montgomery County Rescue Squad, a Montgomery County/State of Tennessee first responder, and a Montgomery County EMA Technician. He received his Haz-Mat Technician certification in North Carolina in 1985, then later received his Haz-Mat Instructor Certification; and*

**WHEREAS,** *he became a member of the St. Bethlehem Volunteer Fire Service Board of Directors in 2004, having held many positions, some several times over the years, such as Chairman, Vice-Chairman, Secretary and member. Ronnie has been on the board continuously since becoming a board member in 2004, and his contributions have kept the St. Bethlehem Fire Service thriving; and*

**WHEREAS,** *Ronnie worked at Trane for 41.5 years as a welder and weld trainer, and was a member of Trane's Problem-Solving Task Force (PSTF) traveling around repairing units; and*

**WHEREAS,** *Ronnie has been married to his wife, Linda, for 44 years. They have three sons: Ronnie Jr., Matt, and Scott, as well as 15 grandchildren and 5 great-grandchildren. He looks forward to gardening, writing poetry and fishing in his retirement years.*

**NOW, THEREFORE, I, Wes Golden,** Mayor of Montgomery County, Tennessee, and on behalf of the citizens of this county, do hereby show appreciation to **Ronnie Johnson** for 40+ years of loyal and dedicated volunteer service to Montgomery County and we hope his retirement years are filled with happiness and good health!

County Mayor

Mayor Golden presented Certificates of Recognition to Shaun Arms, Jeremy Black, Daniel Kroll, Matthew Matuszak, Matthew Newton, Wesley O'Brian and Emily Olmos for their emergency services on March 12, 2025, at the Irish Festival in Houston County.



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Shaun Arms**

in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Jeremy Black**

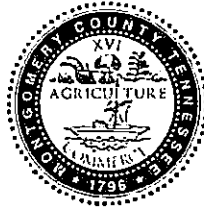
in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Daniel Kroll**

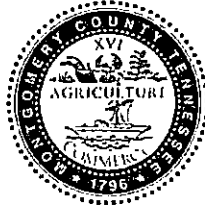
in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

**Matthew Matuszak**

in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Matthew Newton**

in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor





# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Wesley O'Brien**

in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor



# *Certificate of Recognition*

Presented on Behalf of Montgomery County to

## **Emily Olmos**

in recognition of your dedicated and selfless service in the rescue of twenty people stranded over 65 feet in the air on a carnival ride in Erin, Tennessee, on March 12, 2025. Your efforts demonstrate an exceptional commitment to the safety and well-being of others.

April 14, 2025

DATE



Wes Golden  
Montgomery County Mayor

**A Resolution Approving a Partial Right of Way Abandonment of Happy Hills Acres;**

WHEREAS, Application was made by Montgomery County Highway Dept for Partial Right of Way Abandonment of Happy Hills Acres; being a tract of land located in Civil District 9 of Montgomery County; being 2193 Happy Hills Acres; Being approximately 40 +/- feet wide and 0.58 +/- miles long; containing approximately 122,496 +/- sq. ft. or 2.8 +/- acres, shown on Montgomery County tax map 076, parcel 002.00 and tax map 069, parcels 053.00 and 058.02; also shown on the attachment "Exhibit A" herein; and;

WHEREAS, the application was reviewed the the County Highway Supervisor according to established procedures adopted by the Montgomery County Commission (Resolution 10 -7-4) and was forwarded to the Regional Planning Commission for consideration; and;

WHEREAS, the Regional Planning Commission reviewed the county Highway Supervisor's letter and documentation and recommends for the vacation of Partial Right of Way Abandonment of Happy Hills Acres to the County Commission and voted for Approval at their regularly scheduled meeting on March 25, 2025; and;

WHEREAS, no retention of any easements is required for this vacation;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this, Monday, April 14, 2025, that the above - described public right-of-way is hereby vacated.



**Duly passed and approved this Monday, April 14, 2025.**

Sponsor's Signature

Sponsor's Printed Name

Commissioner's Signature

Commissioner's Printed Name

Approved

*[Signature]*  
*Jeffrey Tyndall*  
*[Signature]*  
*Michael Rankford*  
*[Signature]*

*Wes Golden, County Mayor*

Attested

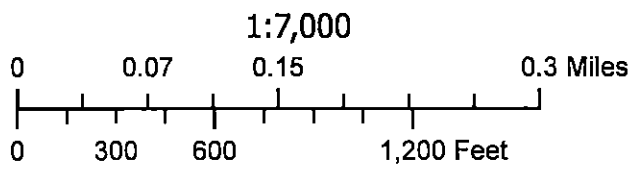
*Teresa Cottrell*

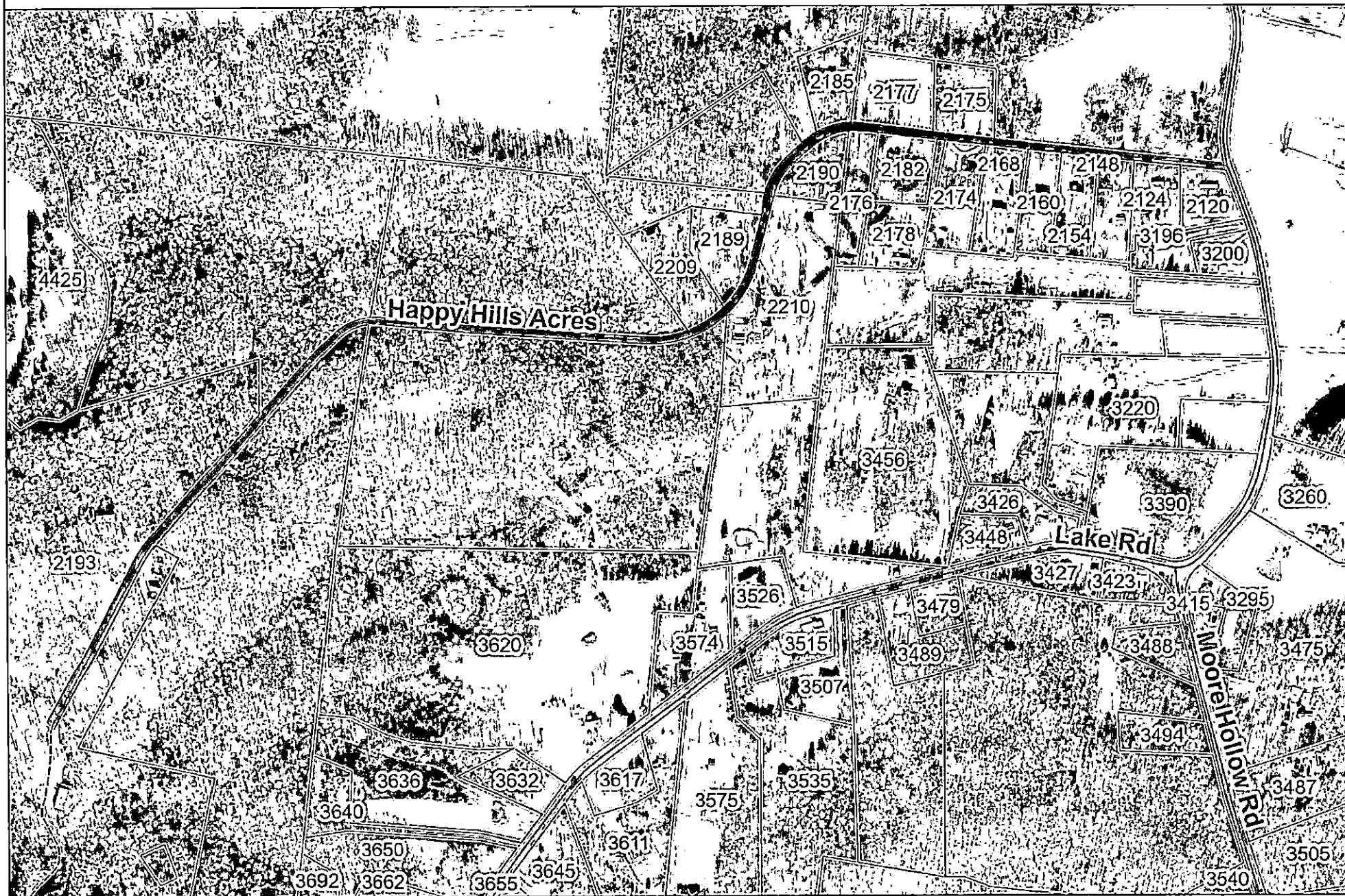
Teresa Cottrell, County Clerk

# EXHIBIT A: AB-6-2024 - Portion of Happy Hills Acres



- ROW To Be Abandoned
- Parcels
- County ROW





On Motion to Adopt by Commissioner Smith, seconded by Commissioner Beal, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21    Noes – 0    Abstentions – 0

ABSENT: None

**A Resolution Approving Abandonment of Faulk Road;**

WHEREAS, Application was made by Montgomery County Highway Dept for the Abandonment of Faulk Road; being a tract of land located in Civil District 20 of Montgomery County; being Entire length of Faulk Rd; Being approximately 21 +/- feet wide and 0.45 +/- miles long; containing approximately 48,896 +/- sq. ft. or 1.15 +/- acres, shown on Montgomery County tax map 139, parcel 002.00; also shown on the attachment "Exhibit A" herein; and

WHEREAS, the application was reviewed the the County Highway Supervisor according to established procedures adopted by the Montgomery County Commission (Resolution 10 -7-4) and was forwarded to the Regional Planning Commission for consideration; and;

WHEREAS, the Regional Planning Commission reviewed the county Highway Supervisor's letter and documentation and recommends for the vacation of Faulk Road to the County Commission and voted for Approval at their regularly scheduled meeting on March 25, 2025; and

WHEREAS, no retention of any easements is required for this vacation; and 50 ft is to remain as a private drive;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this, Monday, April 14, 2025, that the above - described public right-of-way is hereby vacated.






**Duly passed and approved this Monday, April 14, 2025.**

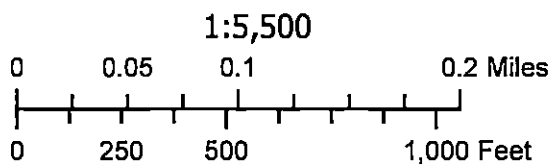
Sponsor's Signature	<u>[Signature]</u>
Sponsor's Printed Name	<u>Jeffrey T. Smith</u>
Commissioner's Signature	<u>[Signature]</u>
Commissioner's Printed Name	<u>Joshua Beal</u>
Approved	<u>[Signature]</u> Wes Golden, County Mayor

Attested [Signature]  
Teresa Cottrell, County Clerk

# EXHIBIT A: AB-2-2025 - Faulk Road



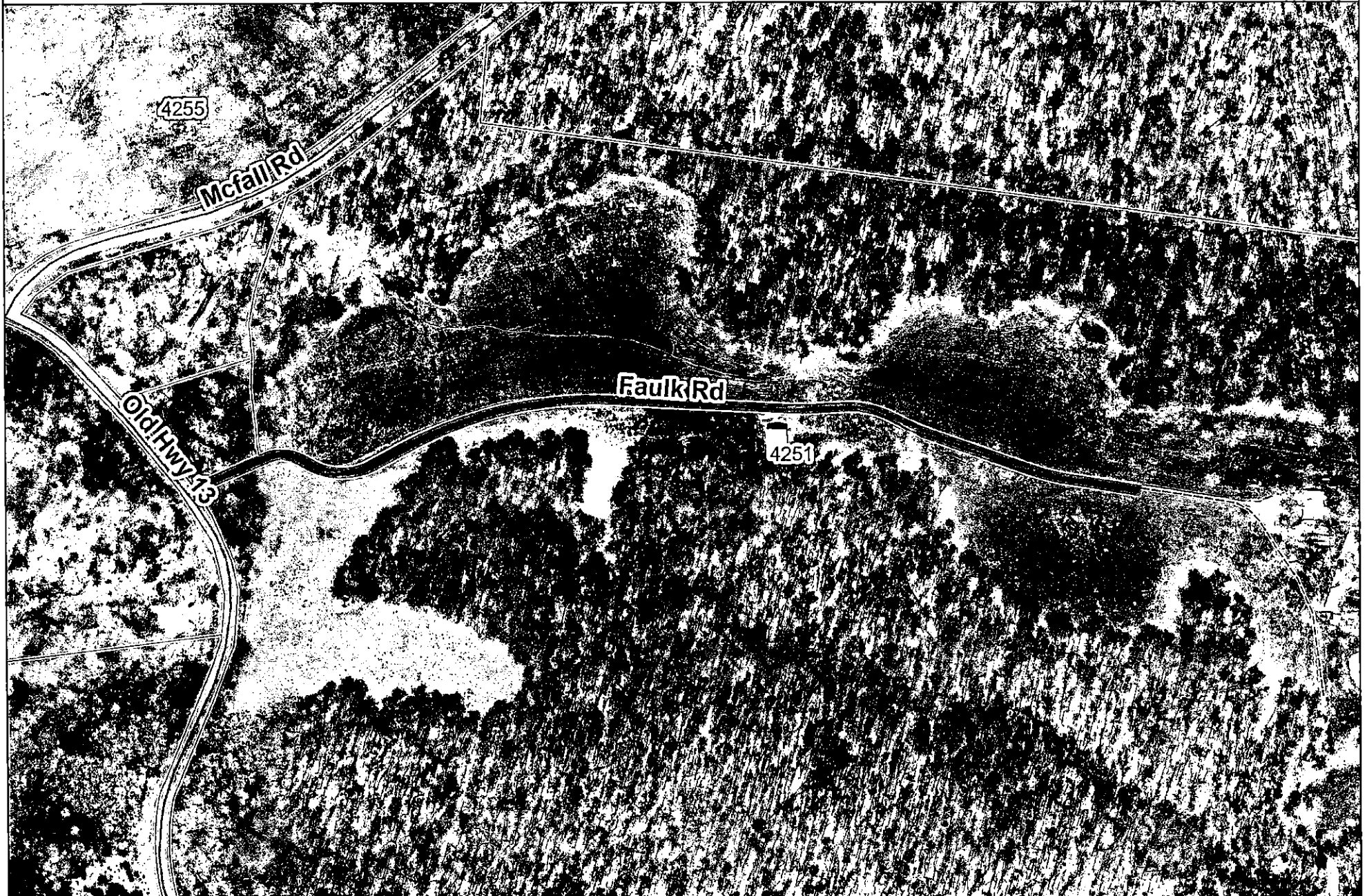
-  ROW To Be Abandoned
-  Parcels
-  County ROW





# Faulk Rd Abandonment

 Abandonment Request (0.45 miles)



On Motion to Adopt by Commissioner Knight, seconded by Commissioner Ray, the foregoing

Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

**A Resolution Approving a Partial Right of Way Abandonment of Weeze Road;**

WHEREAS, Application was made by Montgomery County Highway Dept for Partial Right of Way Abandonment of Weeze Road; being a tract of land located in Civil District 19 of Montgomery County; being a portion of Weeze Road; Being approximately 40 +/- feet wide and 0.9 +/- miles long; containing approximately 190,080 +/- sq. ft. or 4.36 +/- acres, shown on Montgomery County tax map 136, parcel 002.00; also shown on the attachment "Exhibit A" herein; and

WHEREAS, the application was reviewed the the County Highway Supervisor according to established procedures adopted by the Montgomery County Commission (Resolution 10 -7-4) and was forwarded to the Regional Planning Commission for consideration; and;

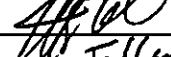
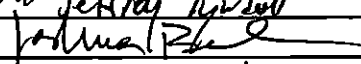
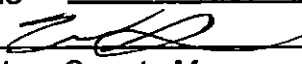
WHEREAS, the Regional Planning Commission reviewed the county Highway Supervisor's letter and documentation and recommends for the vacation of Partial Right of Way Abandonment of Weeze Road to the County Commission and voted for Approval at their regularly scheduled meeting on March 25, 2025; and

WHEREAS, no retention of any easements is required for this vacation;

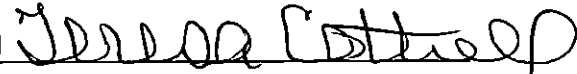
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this, Monday, April 14, 2025, that the above - described public right-of-way is hereby vacated.

**Duly passed and approved this Monday, April 14, 2025.**



Sponsor's Signature	<u></u>
Sponsor's Printed Name	<u>Jeffray Tyndall</u>
Commissioner's Signature	<u></u>
Commissioner's Printed Name	<u>Joshua Beal</u>
Approved	<u></u>
	<b>Wes Golden, County Mayor</b>




Attested

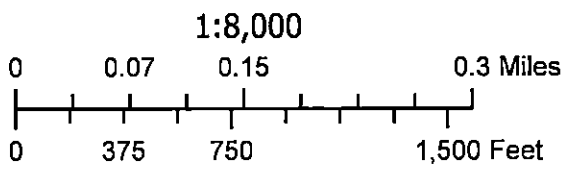


Teresa Cottrell, County Clerk

# EXHIBIT A: AB-3-2025 - Portion of Weeze Road





-  ROW To Be Abandoned
-  Parcels
-  County ROW



# Weeze Rd Abandonment

AB-03-2025

-  County ROW to Remain (.07 miles)
-  Abandonment (.90 miles)



On Motion to Adopt by Commissioner Chandler, seconded by Commissioner Woodruff, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

**The following Resolutions and Items were Adopted and Approved as part of the Consent Agenda:**

(Resolutions 25-4-5 and 25-4-8 were removed from the Consent Agenda for separate consideration)

- 25-4-1** Resolution to Accept State of Tennessee Endowment Grant Funds for Essential Equipment Purchases for Licensed Ambulance Services in Tennessee and Appropriate Funds
- 25-4-2** Resolution to Amend Montgomery County Resolution 24-12-12 Regarding Dedication of a County Road
- 25-4-3** Resolution to Acquire Property at 1242 Crossland Avenue, 1244 Crossland Avenue and 1248 Crossland Avenue, for Use by Montgomery County to Provide and Expand Services
- 25-4-6** Resolution to Approve an Interlocal Agreement Between the City of Clarksville and Montgomery County, Tennessee, for Utility Relocation at Charles Bell Road
- 25-4-7** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2024-25 School Budget
  - Commission Minutes – March 17, 2025
  - County Clerk’s Report and Notary List
  - Nominating Committee Nominations
  - County Mayor Appointments & Nominations

**RESOLUTION TO ACCEPT STATE OF TENNESSEE ENDOWMENT GRANT FUNDS  
FOR ESSENTIAL EQUIPMENT PURCHASES FOR LICENSED AMBULANCE  
SERVICES IN TENNESSEE AND APPROPRIATE FUNDS**

**WHEREAS**, the Montgomery County Government was awarded a grant from the State of Tennessee, Department of Health, (RFA 34307-32725) in the amount of one-hundred fourteen thousand, one hundred sixty-four dollars and eight cents (\$114,164.08), specifically for the purchase of Ambulance Equipment which includes:

Four (4) Stryker Ambulance Power Load Systems

**WHEREAS**, the grant period is from July 1, 2024, until June 30, 2025; and

**WHEREAS**, the grant consists of all pass-through State of Tennessee dollars and will not require any matching county funds, and there are no continuation project requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of April 2025, that the following appropriations are approved.

**County General Fund  
Revenue**

101-55130-00000-55-46390-G2525	\$114,164
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**Expenditure**

101-55130-00000-55-57350-G2525	\$114,164
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Duly passed and approved this the 14<sup>th</sup> day of April 2025.



Sponsor

Chris Proctor, EMS Chief

Commissioner

Joshua Beal

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell, County Clerk



**RESOLUTION TO AMEND MONTGOMERY COUNTY RESOLUTION  
24-12-12 REGARDING DEDICATION OF A COUNTY ROAD**

**WHEREAS**, the Montgomery County Board of Commissioners met on December 9, 2024, and duly passed *Resolution 24-12-12 as amended*; and

**WHEREAS**, *Resolution 24-12-12* generally provided for the dedication of Josten's Road Right-of-Way, properly exhibited; and the Resolution was generally amended to name the road "Columbus Road;" and

**WHEREAS**, the intended name of the road was "Columbus Avenue;" and

**WHEREAS**, the purpose of this resolution is to amend *Resolution 24-12-12* and to name Josten's Road Right-of-Way, properly exhibited in 24-12-12, off or near International Boulevard, as identified in *Resolution 24-12-12* as "Columbus Avenue."

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 14<sup>th</sup> day of April 2025, that *Resolution 24-12-12* is hereby amended so that the roadway dedicated shall be named Columbus Avenue.

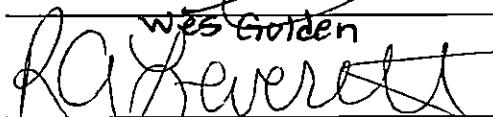
**Duly passed and approved this 14<sup>th</sup> day of April 2025.**



Sponsor

  
Wes Golden

Commissioner

  
Rashidah Leverett

Approved

  
Wes Golden, County Mayor

Attested

  
Teresa Cottrell, County Clerk

**RESOLUTION TO ACQUIRE PROPERTY AT 1242 CROSSLAND AVENUE,  
1244 CROSSLAND AVENUE AND 1248 CROSSLAND AVENUE,  
FOR USE BY MONTGOMERY COUNTY TO PROVIDE  
AND EXPAND SERVICES**

**WHEREAS**, Montgomery County, Tennessee, owns certain property, at, near, and adjacent to 1242, 1244, and 1248 Crossland Avenue; and

**WHEREAS**, this location already serves Montgomery County citizens' interests through the location of various county offices at or near the same location; and

**WHEREAS** these properties have become available for purchase through negotiation at an appraised price; and

**WHEREAS** each of the properties have been appraised, \$144,000.00 for 1242 Crossland Avenue; \$208,000.00 for 1244 Crossland Avenue; and \$208,000.00 for 1248 Crossland Avenue, and may be purchased totally for the sum of \$560,000.00; and

**WHEREAS** some/all of the properties are under a residential lease for a specific term and/or month-to-month, and for the purchase of the same, Montgomery County does not wish to terminate the existing leases or immediately terminate the month-to-month possession; and

**WHEREAS**, continuing to receive rental income for a short period of time would be in the best interest of Montgomery County, Tennessee, and the purchase of the properties.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 14<sup>th</sup> day of April 2025, that the board agrees to purchase 1242 Crossland Avenue, 1244 Crossland Avenue, and 1248 Crossland Avenue, for the total sum of \$560,000.00, and the Commission likewise approves the total sum not to exceed \$35,000.00 for all appraisal costs, closing expenses, title work, etc. to conclude the matter and purchase the properties at fee simple free of all encumbrances save only the lease terms in existence which will be carried out through no more than six months on those properties in a month-to-month status and will be terminated at the earliest conclusion of the lease obligation otherwise.

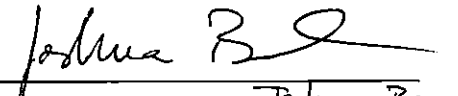
**Duly passed and approved, this 14<sup>th</sup> day of April 2025.**



Sponsor

  
Wes Golden

Commissioner

  
Joshua Bear

Approved

  
Wes Golden, County Mayor

Attested

  
Teresa Cottrell, County Clerk

**RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CLARKSVILLE AND MONTGOMERY COUNTY,  
TENNESSEE, FOR UTILITY RELOCATION AT  
CHARLES BELL ROAD**

**WHEREAS**, Montgomery County will manage a project to widen Charles Bell Road in Clarksville, Tennessee; and

**WHEREAS**, the City and County will be required to coordinate benefits by tasking with the contractor relocation of the City's water, wastewater, and natural gas facilities concurrently with the project; and

**WHEREAS**, the City of Clarksville and Montgomery County have coordinated and developed an Interlocal Agreement for the coordination of the two entities' commitment, design, and execution of utility relocation which should be approved.

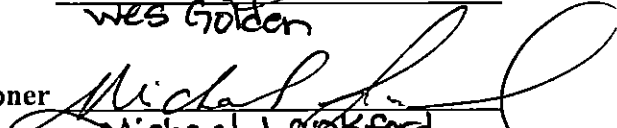
**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 14<sup>th</sup> day of April 2025, that the board approve the execution by the Montgomery County Mayor or appropriate County Officials, the Interlocal Agreement attached hereto as Exhibit A.

**Duly passed and approved, this 14<sup>th</sup> day of April 2025.**

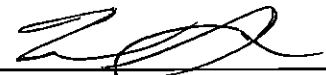
Sponsor

  
Wes Golden

Commissioner

  
Michael Hankford

Approved

  
Wes Golden, County Mayor

Attested

  
Teresa Cottrell, County Clerk



## Exhibit A

### Interlocal Agreement between

### City of Clarksville, Tennessee, and Montgomery County, Tennessee

### Utility Relocation at Charles Bell Road

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Clarksville, Tennessee, hereinafter referred to as "City", and Montgomery County Government, Montgomery County, Tennessee, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County will be managing a project to widen Charles Bell Road in Clarksville, Tennessee ("Project"), which will be designed for bid and construction as a single prime contract, and it will be necessary for certain City facilities to be relocated for the aforementioned Project.

WHEREAS, the County and City recognize the potential of coordination benefits by tasking the prime contractor ("Contractor"), who will perform construction of the Project, to relocate the City's water, wastewater and natural gas facilities (Utility) concurrently with the Project.

NOW, THEREFORE the City and County agree as follows:

The City shall:

1. assign a designated representative as primary point of contact, who will manage the Utility component of the Project, coordinate all Utility-related activities during the design as well as bid and construction phases with, and route all Utility-related correspondence and documentation through, the County's designated representative;
2. enter into a contract with an engineering firm (Consultant) for the Utility design;
3. bear the Consultant cost for Utility relocation services;
4. coordinate Consultant's engineering services, including Consultant's design drawings, specifications and bid items, for the Utility relocation associated with the Project with the County's designated representative;
5. submit water and wastewater utility plan review packages to the Tennessee Department of Environment and Conservation (TDEC) for approval and provide TDEC-approved plans to the County, if applicable;

6. reimburse the County for the cost associated with negotiations and acquisition of any right-of-way or easement that is required for the sole purpose of Utility infrastructure and currently not located in a private easement;
7. be required to attend all pre-bid, pre-construction and progress meetings;
8. be responsible for responding to all Utility-related Requests for Information during bidding and construction, and City's designated representative shall be responsible to coordinate the review and approval of all Utility-related material specifications and shop drawings;
9. provide insight and input as is deemed necessary as related to the Utility component of the bid;
10. review and approve the Utility component of the bid prior to award;
11. provide a City inspector, who shall coordinate all Utility-related construction with the County, or its consultant, responsible for construction engineering and inspection, and who shall inspect Contractor's Utility work and notify the County's designated representative if any Utility work is not compliant with the specifications;
12. receive a copy of Contractor's monthly application for payment to review and approve the Utility component of Contractor's monthly applications for payment, understanding that the County desires to review and approve the entire payment application in a timely manner each month, and that the County may choose to proceed with an application approval, if a response has not been provided by the City within ten (10) days and the County believes the payment application accurately reflects the amount of work that has been completed during that payment period;
13. upon approval of the Utility component of Contractor's monthly applications for payment, reimburse the County for the approved Utility component construction cost for Utility in public right-of-way within 30 days of receipt of invoice from the County;
14. review and coordinate work change directives, change proposals, claims and any other notices potentially resulting in a change in contract fee related to the Utility work with the County;
15. be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the Utility plans and, in accordance with Item #38, shall not be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the roadway plans;
16. be responsible for all cost associated with claims caused by any errors, omissions, or deficiencies in the Utility plans and, in accordance with Item #39, shall not be responsible for cost associated with claims caused by any errors, omissions, or deficiencies in the roadway plans.

The County shall:

17. assign a designated representative as primary point of contact, who will manage the Project, coordinate all activities during the design phase as well as bid and construction phases, and handle all project correspondence and documentation;
18. bear the cost for engineering services related to the road widening, including but not limited to site preparation costs and right-of-way acquisitions;
19. coordinate right-of-way as well as easement preparation, appraisals and easement negotiations for the Project and be responsible for the cost associated with negotiations and acquisition of any right-of-way or easement, except for right-of-way or easement that is required for the sole purpose of Utility infrastructure and currently not located in a private easement;
20. invite the City to all pre-bid, pre-construction and progress meetings;
21. prepare bid specifications for a single bid of the entire Project, including Utility work, and incorporate Utility-related documents, such as design drawings and specifications provided by the City.
22. include a separate component for Utility-related costs in the bid schedule of the Project;
23. include costs associated with traffic control for the duration of the Project in the Road Project component of the bid;
24. include cost of demolition and clearing as well as installation, maintenance, inspection and enforcement of any and all erosion prevention and sediment control measures required for the entire Project, including, but not limited to, Utility relocation, in the Road Project component of the bid;
25. shall not proceed with advertisement of the Project until all approvals have been obtained from authorities having jurisdiction, if applicable;
26. be the lead agency on the Project, handle the bid phase and ensure that all bids, contracts and other necessary documents are properly procured and executed;
27. coordinate Utility-related activities with and route all correspondence and project documentation through City's designated representative;
28. grant the City the right to provide its own insight and input as is deemed necessary as related to the Utility component of the bid;
29. provide bid results to the City for review and approval of the Utility component of the bid prior to award;
30. award to and contract with a single contractor who is the responsive and responsible bidder offering the lowest total bid price, which is the combined sum of both the roadway widening and utility relocation portions of the contract;

31. require Contractor to submit applications for payment that reflect itemized costs contributable to the City for the Utility component, with subtotals for each utility, and the County for the other components of the Project;
32. provide a copy of Contractor's monthly application for payment to the City for review and approval of the Utility component of Contractor's monthly applications for payment;
33. compensate the Contractor for the Project, including Utility work, in accordance with its contract with the Contractor;
34. perform construction administration and management throughout the duration of the Project, and forward all Utility-related submittals to the City for review and approval;
35. be responsible for traffic control for the duration of the Project;
36. be responsible for cost of installation, maintenance, inspection and enforcement of any and all erosion control measures required for the entire Project, including, but not limited to, Utility relocation, as long as such measures are equally beneficial and needed for the roadway grading portion of the Project; otherwise such specialized costs for the sole purpose of the Utility relocation will be included as separate line items in the Utility section of the bid schedule and shall be borne by the City if not accounted for in the Erosion Prevention and Sediment Control portions of the roadway plans;
37. only issue contract change orders relating to Utility work upon approval by the City after coordinating work change directives, change proposals, claims and any other notices potentially resulting in a change in contract fee related to the Utility work with the City, and provide a copy of the duly executed contract change order to the City;
38. be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the roadway plans and, in accordance with Item #15, shall not be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the Utility plans;
39. be responsible for all cost associated with claims caused by any errors, omissions, or deficiencies in the roadway plans and, in accordance with Item #16, shall not be responsible for cost associated with claims caused by any errors, omissions, or deficiencies in the Utility plans; and

The City and County wish to reduce their agreement to a writing in accordance with Tennessee Code Annotated §12-9-108. In consideration of the mutual promises and covenants herein contained, the City and County hereby mutually agree that the County is responsible for all construction costs other than Utility relocation costs in public right-of-way, and that the City will

Utility Relocation at Utility Relocation at Charles Bell Road  
Interlocal Agreement between the  
City of Clarksville, Tennessee, and Montgomery County Government, Tennessee

reimburse the County for the Utility relocation of the Project construction cost in public right-of-way.

+ + END OF INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF CLARKSVILLE, TENNESSEE, AND MONTGOMERY COUNTY, TENNESSEE + +

**Montgomery County, Tennessee**

By: \_\_\_\_\_  
County Mayor Wes Golden

*ATTEST*

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

Printed: \_\_\_\_\_  
Name & Title

**City of Clarksville, Tennessee**

By: \_\_\_\_\_  
City Mayor Joe Pitts

*ATTEST*

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

Printed: \_\_\_\_\_  
Lisa Canfield, City Clerk



**RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS APPROVING  
AMENDMENTS TO THE 2024-25  
SCHOOL BUDGET**

**WHEREAS**, the proposed amendments to the General Purpose, Child Nutrition, and Transportation, funds reflect the most recent estimates of revenues and expenditures; and

**WHEREAS**, the Clarksville-Montgomery County Board of Education have studied the attached amendments and approved them on March 18th, 2025, for recommendation to the Montgomery County Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of County Commissioners assembled in regular business Session on this 14th day of April 2025, that the 2024-25 School Budget be amended as per the attached schedules.

Duly passed and approved this 14<sup>th</sup> day of April 2025.

Sponsor

Jean Luna-Vedder  
Jean Luna-Vedder, Director of Schools

Commissioner

Joshua Beal  
Joshua Beal

Approved

Wes Golden  
Wes Golden, County Mayor

Attested

Teresa Cottrell  
Teresa Cottrell, County Clerk





# FY25 March Budget Amendments

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# General Purpose



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose – Overview

## Revenue

↑  
\$6,101,793

## Expenses

➤ Payroll Reconciliations	\$ (256,021)
➤ Benefit Reconciliations	\$ 395,895
➤ Contracted Services	\$ 302,568
➤ Supplies and Materials	\$ (666,816)
➤ Staff Development	\$ (251,561)
➤ Insurance & Liability Cost	\$ 270,561
➤ <u>Equipment</u>	<u>\$ 2,269,246</u>
➤ Total	\$ 2,063,872

# General Purpose - Revenue

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
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## Estimated Revenues

### **Local Revenues**

Current Property Tax	32,803,094	32,803,094	-	32,803,094
Trustees Collection - Prior Years	500,000	500,000	-	500,000
Trustees Collection - Bankruptcy	10,000	10,000	-	10,000
Cir. Clk/Clk Mstr Coll	316,245	316,245	-	316,245
Interest & Penalties	200,000	200,000	-	200,000
Payments In Lieu of Taxes (Utility)	577,493	577,493	-	577,493
Local Option Sales Tax	89,499,689	89,499,689	3,000,000	92,499,689
Wheel Tax	5,200,000	5,200,000	-	5,200,000
Business Tax	800,000	800,000	-	800,000
Mixed Drink Tax	400,000	400,000	-	400,000
Bank Excise Tax	161,000	161,000	-	161,000
Archives & Records Management Fee	7,800	7,800	-	7,800
Tuition - Other	65,000	151,400	-	151,400
School Based Health Program	62,900	62,900	-	62,900
Criminal Background Fee	36,300	36,300	-	36,300
Other charges for services	535,854	535,854	-	535,854
Interest Earned	1,565	1,565	-	1,565
Lease/Rentals	27,583	27,583	-	27,583
Sale of Recycled Materials	5,000	5,000	-	5,000
E-Rate Funding	295,947	295,947	-	295,947
Misc. Refund - Technology	52,000	52,000	-	52,000
Sale of Equipment	500,000	500,000	-	500,000
Damages from Individuals	3,435	3,435	-	3,435
Contributions & Gifts	26,200	26,200	-	26,200
Other Local Revenue	15,000	15,000	-	15,000
<b>Total Local Revenues</b>	<b>132,102,105</b>	<b>132,188,505</b>	<b>3,000,000</b>	<b>135,188,505</b>

Increase in  
Projected Sales Tax  
Revenue



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Revenue

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>State Revenues</b>					
Tenn. Investment in Student Achieve.	255,523,527	255,523,527	2,979,283	258,502,810	TISA Outcomes Based Revenue
TISA-On-Behalf Payments	-	666,690	-	666,690	
Early Childhood Education	2,459,258	3,316,123	-	3,316,123	
Other State Education Funds	1,370,000	1,399,776	1,141	1,400,917	
Career Ladder Program	167,709	167,709	(1,141)	166,568	
Other Vocational	9,682,927	9,476,664	-	9,476,664	
<b>Total State Revenues</b>	<b>269,203,421</b>	<b>270,550,489</b>	<b>2,979,283</b>	<b>273,529,772</b>	
<b>Federal Revenues</b>					
Special Education-Grants to States	80,000	80,000	110,131	190,131	Reimbursement Adjustment to match actual revenues
Disaster Relief	-	285,529	-	285,529	
Public Law 874 (Impact Aid)	895,316	895,316	-	895,316	
JROTC	976,669	976,669	-	976,669	
Other Direct Federal	-	113,569	-	113,569	Air Grant reimbursement for sub expenses
Contributions	-	-	9,379	9,379	
Adult Literacy	31,494	31,494	-	31,494	
Other Government and Citizens Groups	-	221,984	3,000	224,984	
<b>Total Federal Revenues</b>	<b>1,983,479</b>	<b>2,604,561</b>	<b>122,510</b>	<b>2,727,071</b>	
<b>Non-Revenue Sources</b>					
Insurance Recovery	1,000	387,121	-	387,121	Career Connections VI Prog- National Housing Endowment & Skilled Labor Fund (TCAT)
Operating Transfers	1,000,000	1,000,000	-	1,000,000	
<b>Total Non-Revenue Sources</b>	<b>1,001,000</b>	<b>1,387,121</b>	<b>-</b>	<b>1,387,121</b>	
<b>Total Revenues</b>	<b>404,290,005</b>	<b>406,730,676</b>	<b>6,101,793</b>	<b>412,832,469</b>	

# General Purpose – Available Funds

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>Beginning Reserves and Fund Balance</b>					
Reserve for On-The-Job Injury	702,218	702,218	-	702,218	
Reserve for Property & Liability Insurance	981,000	981,000	-	981,000	
Reserve for BEP	-	-	-	-	
Reserve for Career Ladder	(31,057)	(14,364)	-	(14,364)	Actual Reserve as of 6/30/24
Assign for Education - ESSER	2,000,000	2,000,000	-	2,000,000	
Assign for Education - School Bus Replacements	1,609,500	1,609,500	-	1,609,500	
Assign for Technology Equipment, Purchases and Leases	2,000,000	2,000,000	-	2,000,000	
<b>Total Reserves</b>	<b>7,261,661</b>	<b>7,278,354</b>	<b>-</b>	<b>7,278,354</b>	
<b>Beginning Fund Balance</b>	<b>65,377,745</b>	<b>86,586,399</b>	<b>-</b>	<b>86,586,399</b>	Actual Fund Balance as of 6/30/24
<b>Total Reserves and Fund Balance</b>	<b>72,639,406</b>	<b>93,864,753</b>	<b>-</b>	<b>93,864,753</b>	
<b>Total Available Funds</b>	<b>476,929,411</b>	<b>500,595,429</b>	<b>6,101,793</b>	<b>506,697,222</b>	

Total Increase in Revenues  
\$6,101,793



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>Expenditures (Appropriations)</b>					
<b>71100 - Regular Instruction</b>					
Salaries	139,683,682	139,512,073	149,058	139,661,131	Payroll and Benefit Reconciliation (\$318,644)
Employee Benefits	41,193,609	41,117,453	169,586	41,287,039	
Contracted Services	2,857,456	2,830,740	-	2,830,740	Summer Learning Supplies & Materials for Elementary
Supplies and Materials	9,404,267	9,407,293	30,000	9,437,293	
Other Charges	-	468,232	-	468,232	
Equipment	7,394,700	6,294,700	-	6,294,700	
Student Fee Waivers	403,851	403,851	-	403,851	
<b>Total 71100 - Regular Instruction</b>	<b>200,937,565</b>	<b>200,034,342</b>	<b>348,644</b>	<b>200,382,986</b>	
<b>71150 - Alternative School</b>					
Salaries	1,367,656	1,367,656	250	1,367,906	Payroll Projections
Employee Benefits	365,560	365,560	21	365,581	
Contracted Services	4,600	4,600	-	4,600	
Supplies and Materials	3,000	3,000	-	3,000	
<b>Total 71150 - Alternative School</b>	<b>1,740,816</b>	<b>1,740,816</b>	<b>271</b>	<b>1,741,087</b>	
<b>71200 - Special Education</b>					
Salaries	46,172,781	46,693,786	(60,600)	46,633,186	Payroll Projections
Employee Benefits	13,578,081	13,826,885	170,748	13,997,633	
Contracted Services	1,444,256	1,480,000	110,131	1,590,131	High Cost Reimbursement Reconciliation
Supplies and Materials	257,255	460,165	179,021	639,186	
Other Charges	-	198,458	-	198,458	State SPED Pre-K Entitlement Grant
Equipment	15,000	84,000	100,292	184,292	
<b>Total 71200 - Special Education</b>	<b>61,467,373</b>	<b>62,743,294</b>	<b>499,592</b>	<b>63,242,886</b>	



# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>71300 - Vocational Education</b>					
Salaries	7,228,554	6,761,790	(465,586)	6,296,204	Innovative School Model Grant to align w/ePlan (\$618,188) & Payroll Projections \$28,316
Employee Benefits	1,923,512	1,923,086	(124,286)	1,798,800	Innovative School Model Grant to align w/ePlan (\$99,584) & Travel for Green Power \$2,000
Contracted Services	106,811	101,084	(97,584)	3,500	Innovative School Model Grant to align w/ePlan (\$887,887) & Travel for Green Power \$2,000
Supplies and Materials	2,901,800	2,649,046	(885,887)	1,763,159	
Equipment	4,002,997	4,594,259	(2,254,785)	2,339,474	Innovative School Model Grant to align w/ePlan (\$2,254,785)
<b>Total 71300 - Vocational Education</b>	<b>16,163,674</b>	<b>16,029,265</b>	<b>(3,828,128)</b>	<b>12,201,137</b>	
<b>72110 - Student Services</b>					
Salaries	934,223	934,223	3,000	937,223	Payroll Projections
Employee Benefits	230,715	230,715	2,361	233,076	
Contracted Services	12,264	12,264	-	12,264	
Supplies and Materials	18,000	18,000	-	18,000	
Staff Development	20,544	20,544	(10,000)	10,544	Move funds for construction of 2 classrooms at Greenwood Complex
<b>Total 72110 - Student Services</b>	<b>1,215,746</b>	<b>1,215,746</b>	<b>(4,639)</b>	<b>1,211,107</b>	
<b>72120 - Health Services</b>					
Salaries	2,631,777	2,631,777	50	2,631,827	Payroll Projections
Employee Benefits	875,839	875,839	5,549	881,388	
Contracted Services	3,000	5,709	-	5,709	
Supplies and Materials	40,795	36,086	2,000	38,086	Nurse Supplies for St B ELC & District Nurses \$1,000; Correction for previous amendment \$1,000
Equipment	63,187	63,187	-	63,187	
Staff Development	5,000	5,000	-	5,000	
Other	1,000	1,000	-	1,000	
<b>Total 72120 - Health Services</b>	<b>3,620,598</b>	<b>3,618,598</b>	<b>7,599</b>	<b>3,626,197</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72130 - Other Student Support</b>					
Salaries	13,933,267	14,301,511	38,910	14,340,421	Innovative School Model Grant to align w/ePlan (\$35,168) and Payroll Projections \$74,291
Employee Benefits	3,992,002	4,087,877	213	4,088,090	Move funds to pay for Professional Learning, Language Line Translation, Greenwood renovation, Grant for Career Connections VI (TCAT) & Supplies/Materials for Summer Learning
Contracted Services	1,846,268	1,729,295	(77,800)	1,651,495	
Supplies and Materials	52,200	26,313	1,200	27,513	
Equipment	247,000	331,447	600	332,047	Career Connections VI Grant (TCAT)
Staff Development	438,505	415,538	(256,940)	158,598	Innovative School Model Grant to align w/ePlan (\$271,940) & Prof. Work Activities for Accountability & Assessment Team \$15,000
Other	5,100	5,100	-	5,100	
<b>Total 72130 - Other Student Support</b>	<b>20,514,342</b>	<b>20,897,081</b>	<b>(293,817)</b>	<b>20,603,264</b>	
<b>72210 - Regular Instruction Support</b>					
Salaries	16,042,672	15,981,621	38,107	16,019,728	Subs related to Lead Teacher Training (\$53,825); Payroll Projections \$101,152; Change EA Spanish to Admin Asst-Spanish Interpreter \$19,836
Employee Benefits	4,661,713	4,655,029	29,056	4,684,085	
Contracted Services	1,076,048	1,118,269	63,700	1,181,969	
Supplies and Materials	1,508,130	1,505,830	6,650	1,512,480	Language Line Translation Svcs \$10,000; Additional Window Film \$50,000; Increase for travel for Prof. Dev. & Tech Integration Coaches \$3,700
Equipment	395,960	395,960	(50,000)	345,960	
Staff Development	1,626,622	1,618,622	13,379	1,632,001	
Other	50,000	50,000	-	50,000	
<b>Total 72210 - Regular Instruction Support</b>	<b>25,361,145</b>	<b>25,325,331</b>	<b>100,892</b>	<b>25,426,223</b>	Correction to Previous Amendments; \$1,650; Snacks for Summer Learning \$5,000
<b>72215 - Alternative School Support</b>					
Salaries	56,254	56,254	-	56,254	Correction to Previous Amendments; \$4,000; Air Grant Reimbursement for Substitute Expense & Data Study in FY 24 \$9,379
Employee Benefits	18,892	18,892	-	18,892	
<b>Total 72215 - Alternative School Support</b>	<b>75,146</b>	<b>75,146</b>	<b>-</b>	<b>75,146</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72220 - Special Education Support</b>					
Salaries	4,749,328	4,874,322	21,200	4,895,522	Sal & Ben-State SPED Pre-K Entitlement Grant (\$41,435) & Payroll Projections \$92,692
Employee Benefits	1,294,444	1,320,564	30,057	1,350,621	DOD SPED Impact Aid \$113,569 & PCG contract \$50,000
Contracted Services	216,716	230,972	163,569	394,541	
Supplies and Materials	251,275	248,875	(48,300)	200,575	PCG Contract (\$50,000); SPED Testing Supplies \$500; Correction to previous amendment \$1,200
Staff Development	18,000	18,000	-	18,000	
<b>Total 72220 - Special Education Support</b>	<b>6,529,763</b>	<b>6,692,733</b>	<b>166,526</b>	<b>6,859,259</b>	
<b>72230 - Vocational Education Support</b>					
Salaries	462,992	479,198	-	479,198	
Employee Benefits	153,403	173,849	15,718	189,567	
Contracted Services	293,213	291,123	84,695	375,818	Innovative School Model Grant amendments to align w/ePlan
Supplies and Materials	29,291	20,677	-	20,677	
Equipment	1,038,369	1,018,002	4,063,139	5,081,141	
Staff Development	7,000	7,000	-	7,000	
<b>Total 72230 - Vocational Education Support</b>	<b>1,984,268</b>	<b>1,989,849</b>	<b>4,163,552</b>	<b>6,153,401</b>	
<b>72250 - Technology</b>					
Salaries	2,035,347	2,035,347	-	2,035,347	Payroll Projections (Medical)
Employee Benefits	607,421	607,421	9,138	616,559	
Contracted Services	2,763,115	3,863,115	-	3,863,115	
Supplies and Materials	2,862,293	2,862,293	-	2,862,293	
Equipment	525,000	525,000	-	525,000	
Staff Development	25,000	25,000	-	25,000	
<b>Total 72250 - Technology</b>	<b>8,818,176</b>	<b>9,918,176</b>	<b>9,138</b>	<b>9,927,314</b>	

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72260 - Adult Education Support</b>				
Salaries	217,479	217,479	50	217,529
Employee Benefits	39,883	39,883	5	39,888
<b>Total 72260 - Adult Education Support</b>	<b>257,362</b>	<b>257,362</b>	<b>55</b>	<b>257,417</b>
<b>72310 - Board of Education</b>				
Salaries	79,174	79,174	-	79,174
Employee Benefits	1,712,991	1,855,501	-	1,855,501
Contracted Services	392,071	392,071	6,800	398,871
Insurance & Liability Cost	1,970,614	2,354,614	270,561	2,625,175
Trustee's Commission	2,128,500	2,128,500	-	2,128,500
Staff Development	28,500	28,500	-	28,500
Background Investigations/Prof. Dev.	196,730	196,730	-	196,730
Community Relations	500	500	-	500
<b>Total 72310 - Board of Education</b>	<b>6,509,080</b>	<b>7,035,590</b>	<b>277,361</b>	<b>7,312,951</b>
<b>72320 - Director of Schools</b>				
Salaries	989,350	1,014,295	-	1,014,295
Employee Benefits	256,916	257,057	-	257,057
Contracted Services	88,373	88,373	250	88,623
Supplies and Materials	5,200	5,200	-	5,200
Equipment	1,500	1,500	-	1,500
Staff Development	51,000	51,000	-	51,000
<b>Total 72320 - Director of Schools</b>	<b>1,392,339</b>	<b>1,417,425</b>	<b>250</b>	<b>1,417,675</b>

Contracted Services increase for  
ISA audit services \$6,300 & OJI &  
Property Actuarial Study \$500

Increase in Insurance & Liability  
Cost



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72320 - Printing and Communications</b>					
Salaries	865,310	867,310	50	867,360	Payroll Projections
Employee Benefits	274,523	274,523	10,671	285,194	
Contracted Services	175,165	175,165	-	175,165	
Supplies and Materials	106,636	106,636	-	106,636	
Equipment	32,062	32,062	-	32,062	
Staff Development	41,581	41,581	-	41,581	
<b>Total 72320 - Printing and Communications</b>	<b>1,495,277</b>	<b>1,497,277</b>	<b>10,721</b>	<b>1,507,998</b>	
<b>72410 - Office of the Principal</b>					
Salaries	22,510,835	22,740,093	-	22,740,093	Correction to previous month's amendments
Employee Benefits	7,170,483	7,253,643	-	7,253,643	
Contracted Services	63,700	97,200	750	97,950	
Equipment	40,000	40,000	-	40,000	
Staff Development	47,000	43,000	2,000	45,000	
<b>Total 72410 - Office of the Principal</b>	<b>29,832,018</b>	<b>30,173,936</b>	<b>2,750</b>	<b>30,176,686</b>	
<b>72510 - Business Affairs</b>					
Salaries	2,969,897	2,969,897	5,020	2,974,917	Payroll Projections
Employee Benefits	1,002,439	1,002,439	386	1,002,825	
Contracted Services	221,434	220,884	-	220,884	
Supplies and Materials	38,520	39,220	-	39,220	
Equipment	15,240	15,240	-	15,240	
Staff Development	106,477	106,477	-	106,477	
<b>Total 72510 - Business Affairs</b>	<b>4,354,007</b>	<b>4,354,157</b>	<b>5,406</b>	<b>4,359,563</b>	

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72520 - Human Resources</b>					
Salaries	4,628,128	4,628,128	60	4,628,188	
Employee Benefits	1,101,562	1,101,562	7	1,101,569	
Contracted Services	392,724	390,724	21,500	412,224	Contracted Services for compensation study \$20,000 & scanner lease \$1,500
Supplies and Materials	48,600	48,600	-	48,600	
Other Charges	2,000	4,000	-	4,000	
Equipment	182,200	182,200	-	182,200	
Staff Development	34,850	185,350	-	185,350	
<b>Total 72520 - Human Resources</b>	<b>6,390,064</b>	<b>6,540,564</b>	<b>21,567</b>	<b>6,562,131</b>	
<b>72610 - Operation of Plant</b>					
Salaries	9,577,911	9,592,911	-	9,592,911	
Employee Benefits	3,485,174	3,488,368	70,429	3,558,797	
Contracted Services	1,228,054	1,180,808	-	1,180,808	Payroll Projections (Medical)
Supplies and Materials	1,564,892	1,643,892	8,500	1,652,392	New Acct. for IT Vehicle Parts \$2,500; Move funds from Safety to Maint. \$0; Price increase for Lamps \$1,000; Custodial Supplies for Summer Learning \$5,000
Equipment	1,615,500	1,568,500	410,000	1,978,500	Box Truck price increase \$5,000; Correction to previous amendment \$5,000; Replace garbage Truck \$400,000
Utilities	9,990,000	9,990,000	-	9,990,000	
Insurance Premiums	1,349,098	1,866,336	-	1,866,336	
Staff Development	20,000	20,000	-	20,000	
<b>Total 72610 - Operation of Plant</b>	<b>28,830,629</b>	<b>29,350,815</b>	<b>488,929</b>	<b>29,839,744</b>	Payroll Projections
<b>72620 - Maintenance of Plant</b>					
Salaries	4,452,187	4,452,187	5,010	4,457,197	
Employee Benefits	1,624,773	1,624,773	5,515	1,630,288	
Contracted Services	3,671,447	3,683,835	26,557	3,710,392	Two classroom additions at Greenwood Complex \$24,000; Additional funds to finish with uniform contracts \$2,557
Supplies and Materials	2,016,321	2,046,321	40,000	2,086,321	
Equipment	341,020	341,020	-	341,020	
Insurance Premiums	95,156	124,724	-	124,724	Increase in price for Vehicle Parts
Staff Development	20,000	20,000	-	20,000	
<b>Total 72620 - Maintenance of Plant</b>	<b>12,220,904</b>	<b>12,292,860</b>	<b>77,082</b>	<b>12,369,942</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose - Expenditures

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>73400 - Early Childhood Education</b>				
Salaries	2,348,690	2,836,567	9,400	2,845,967
Employee Benefits	757,373	907,134	721	907,855
Contracted Services	2,926	5,500	-	5,500
Supplies and Materials	22,500	32,500	-	32,500
Equipment	15,000	15,000	-	15,000
Staff Development	6,000	6,000	-	6,000
<b>Total 73400 - Early Childhood Education</b>	<b>3,152,489</b>	<b>3,802,701</b>	<b>10,121</b>	<b>3,812,822</b>
<b>82130 - Debt Service</b>				
Principal Payments	1,057,385	1,057,385	-	1,057,385
<b>Total 82130 - Debt Service</b>	<b>1,057,385</b>	<b>1,057,385</b>	<b>-</b>	<b>1,057,385</b>
<b>82230 - Debt Service</b>				
Lease Interest Payments	102,616	102,616	-	102,616
<b>Total 82230 - Debt Service</b>	<b>102,616</b>	<b>102,616</b>	<b>-</b>	<b>102,616</b>
<b>Total Expenditures</b>	<b>444,022,782</b>	<b>448,163,065</b>	<b>2,063,872</b>	<b>450,226,937</b>

Increase based on salary &  
benefit projections

## Ending Reserves and Fund Balance

Fund Balance	25,644,968	45,154,010	4,037,921	49,191,931
On-The-Job Injury Reserve	702,218	702,218	-	702,218
Property & Liability Insurance Reserve	981,000	981,000	-	981,000
BEP Reserve	-	-	-	-
Career Ladder Reserve	(31,057)	(14,364)	-	(14,364)
Assign for Education - ESSER	2,000,000	2,000,000	-	2,000,000
Assign for Education - School Bus Replacements	1,609,500	1,609,500	-	1,609,500
Assign for Technology	2,000,000	2,000,000	-	2,000,000
Equipment, Purchases and Leases				

Projected fund balance at 6/30/25



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# General Purpose – Expenditures, Reserves, & Fund Balance

	2024-25 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
Total Reserves and Fund Balance	32,906,629	52,432,364	4,037,921	56,470,285
<b>Total Expenditures, Reserves and Fund Balance</b>	<b>476,929,411</b>	<b>500,595,429</b>	<b>6,101,793</b>	<b>506,697,222</b>



# Child Nutrition



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Child Nutrition - Revenues

	2024-2025 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget
<b>Estimated Revenues</b>				
<b>Local Revenues</b>				
43521 Lunch Payments - Children	3,615,521	3,615,521	-	3,615,521
43522 Lunch Payments - Adults	170,960	170,960	-	170,960
43523 Income from Breakfast	632,680	632,680	-	632,680
43525 Ala Carte Sales	1,257,355	1,257,355	-	1,257,355
43990 Contract Services	60,000	60,000	-	60,000
44110 Interest Earned	5,000	5,000	-	5,000
44130 Sale of Materials & Supplies	26,755	26,755	-	26,755
44170 Miscellaneous Refund	509	509	10,446	10,955
44530 Sale of Equipment	10,000	10,000	-	10,000
<b>Total Local Revenues</b>	<b>5,778,780</b>	<b>5,778,780</b>	<b>10,446</b>	<b>5,789,226</b>
<b>State Revenues</b>				
46520 School Food Service	157,834	157,834	-	157,834
<b>Total State Revenues</b>	<b>157,834</b>	<b>157,834</b>	<b>-</b>	<b>157,834</b>
<b>Federal Revenues</b>				
47111 Section 4 - Lunch Funds	12,100,000	12,100,000	-	12,100,000
47112 USDA - Commodities	1,642,292	1,642,292	-	1,642,292
47113 Breakfast Reimbursement	4,000,000	4,000,000	-	4,000,000
<b>Total Federal Revenues</b>	<b>17,742,292</b>	<b>17,742,292</b>	<b>-</b>	<b>17,742,292</b>
<b>Total Revenues</b>	<b>23,678,906</b>	<b>23,678,906</b>	<b>10,446</b>	<b>23,689,352</b>
<b>Beginning Fund Balance</b>	<b>12,716,643</b>	<b>13,609,151</b>	<b>-</b>	<b>13,609,151</b>
<b>Total Available Funds</b>	<b>36,395,549</b>	<b>37,288,057</b>	<b>10,446</b>	<b>37,298,503</b>

Vendor Rebates

Actual Fund Balance at 6/30/24



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Child Nutrition – Expenditures

	2024-2025 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget
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## Expenditures (Appropriations)

<b>73100 - Food Service</b>					
Salaries	8,895,851	8,895,851	-	8,895,851	
Employee Benefits	3,125,517	3,125,517	-	3,125,517	
Contracted Services	1,109,545	1,109,545	90	1,109,635	School Nutrition Association Dues
Supplies and Materials	12,764,449	12,764,449	3,000	12,767,449	Additional cost to maintenance of vehicles
Utilities	642,324	579,305	-	579,305	
Insurance Premiums	8,500	8,500	-	8,500	
Other Charges	18,082	121,938	8,523	130,461	Increased costs for staff development due to increased staff
Equipment	1,312,000	1,312,000	-	1,312,000	
<b>Total 73100 - Food Service</b>	<b>27,876,268</b>	<b>27,917,105</b>	<b>11,613</b>	<b>27,928,718</b>	
<b>Total Expenditures</b>	<b>27,876,268</b>	<b>27,917,105</b>	<b>11,613</b>	<b>27,928,718</b>	
<b>Ending Fund Balance</b>	<b>8,519,281</b>	<b>9,370,952</b>	<b>(1,167)</b>	<b>9,369,785</b>	Projected fund balance at 6/30/25
<b>Total Expenditures and Fund Balance</b>	<b>36,395,549</b>	<b>37,288,057</b>	<b>10,446</b>	<b>37,298,503</b>	

# Transportation



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Transportation - Revenues

	2024-2025 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>Estimated Revenues</b>					
<b>Local Revenues</b>					
Current Property Tax	2,530,000	2,530,000	-	2,530,000	
Trustees Collection - Prior Years	45,000	45,000	-	45,000	
Trustees Collection - Bankruptcy	1,000	1,000	-	1,000	
Circuit Clerk	23,000	23,000	-	23,000	
Interest & Penalties	15,000	15,000	-	15,000	
Payments In Lieu of Taxes (Utility)	46,480	46,480	-	46,480	
Bank Excise Tax	9,000	9,000	-	9,000	
Sale of Materials & Supplies	2,000	2,000	-	2,000	
Sale of Recycled Materials	1,000	1,000	-	1,000	
Misc. Refund - Other	22,000	22,000	-	22,000	
Sale of Equipment	40,000	40,000	-	40,000	
Damages from Individuals	1,000	1,000	-	1,000	
<b>Total Local Revenues</b>	<b>2,735,480</b>	<b>2,735,480</b>	<b>-</b>	<b>2,735,480</b>	
<b>State Revenues</b>					
Tenn. Investment in Student Achieve.	19,400,000	19,400,000	-	19,400,000	
<b>Total State Revenues</b>	<b>19,400,000</b>	<b>19,400,000</b>	<b>-</b>	<b>19,400,000</b>	
<b>Federal Revenues</b>					
Educ. of the Handicapped Act	1,291,137	1,291,137	150,869	1,442,006	
<b>Total Federal Revenues</b>	<b>1,291,137</b>	<b>1,291,137</b>	<b>150,869</b>	<b>1,442,006</b>	
<b>Total Revenues</b>	<b>23,426,617</b>	<b>23,426,617</b>	<b>150,869</b>	<b>23,577,486</b>	
<b>Beginning Fund Balance</b>	<b>4,604,813</b>	<b>7,680,492</b>	<b>-</b>	<b>7,680,492</b>	Actual fund balance at 6/30/24
<b>Total Available Funds</b>	<b>28,031,430</b>	<b>31,107,109</b>	<b>150,869</b>	<b>31,257,978</b>	

Transportation High Cost  
Reimbursement



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Transportation – Expenditures

	2024-2025 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b><u>Expenditures (Appropriations)</u></b>					
<b>72310 - Board of Education</b>					
Trustee's Commission	80,000	80,000	-	80,000	
<b>Total 72310 - Board of Education</b>	<b>80,000</b>	<b>80,000</b>	<b>-</b>	<b>80,000</b>	
<b>72710 - Transportation</b>					
Salaries	14,690,274	14,690,274	50	14,690,324	Payroll Projections
Employee Benefits	4,879,587	4,879,587	163,907	5,043,494	
Contracted Services	889,430	892,930	-	892,930	
Supplies and Materials	2,779,004	2,860,643	-	2,860,643	
Equipment	3,431,000	3,349,361	-	3,349,361	
Insurance Premiums	169,238	221,733	-	221,733	
Staff Development	35,900	35,900	-	35,900	
<b>Total 72710 - Transportation</b>	<b>26,874,433</b>	<b>26,930,428</b>	<b>163,957</b>	<b>27,094,385</b>	
<b>Total Expenditures</b>	<b>26,954,433</b>	<b>27,010,428</b>	<b>163,957</b>	<b>27,174,385</b>	
<b>Ending Fund Balance</b>	<b>1,076,997</b>	<b>4,096,681</b>	<b>(13,088)</b>	<b>4,083,593</b>	Projected fund balance as of 6/30/25
<b>Total Expenditures and Fund Balance</b>	<b>28,031,430</b>	<b>31,107,109</b>	<b>150,869</b>	<b>31,257,978</b>	

COUNTY COMMISSION MINUTES FOR

MARCH 17, 2025

SUBMITTED FOR APPROVAL APRIL 14, 2025

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, March 17, 2025, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Rebecca Garman, Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

Joshua Beal  
Nathan Burkholder  
Carmelle Chandler  
Joe Creek  
Billy Frye  
Ryan Gallant  
John Gannon

David Harper  
Michael Lankford  
Rashidah Leverett  
Jorge Padro  
Lisa Prichard  
Chris Rasnic  
Rickey Ray

David Shelton  
Autumn Simmons  
Joe Smith  
Tangi Smith  
Jeremiah Walker  
Walker Woodruff

PRESENT: 20

ABSENT: Jason Knight (1)

When and where the following proceedings were had and entered of record,  
to-wit:

**The floor was opened for the public comment period. The following speakers addressed the Commission:**

1. Charles Uffelman – The election of a Commissioner for District 8
2. Drew Schumann – Animal Control issues

**The following Zoning Resolutions were Adopted:**

**CZ-2-2025** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of Carolyn Jackson Houston

**CZ-3-2025** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of Leonard and Angela Carter

**The following Resolutions and Items were Adopted and Approved as part of the Consent Agenda:**

**25-3-1** A Resolution Amending the Fiscal Year 2025 Budget of Montgomery County, Tennessee

**25-3-2** Resolution to Accept State of Tennessee Volunteer Firefighter Equipment and Training Grant Program 33501-2525262 and Appropriate Funds

**25-3-3** Resolution to Accept and Appropriate Joint Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice

**25-3-4** Resolution to Accept and Appropriate Grant Funds from the Bureau of Justice Assistance State Criminal Alien Assistance Program for the Fiscal Year 2024 Award Period

**25-3-5** Resolution Authorizing the Acceptance for a Tennessee Hospitality Recovery Fund Grant from Tennessee Department of Tourist Development for Clarksville Montgomery County Tourist Commission

**25-3-6** Resolution to Accept Office of Domestic Preparedness State Homeland Security Grant Program 34101-22725 and to Appropriate Funds

**25-3-7** Resolution to Authorize Execution of an Agreement between the Aspire Clarksville Foundation and the County of Montgomery regarding a Grant Award from the Clarksville-Montgomery County Community Health Foundation, Inc. for Montgomery County's Fredonia Park through Aspire Clarksville Foundation and to Appropriate Funds

**25-3-8** Resolution to Amend the Office Park Interlocal Agreement between Montgomery County and the Industrial Development Board (IDB) to Permit Purchase of Adjacent Property

- Commission Minutes dated February 10, 2025
- County Clerk's Report and Notary List
- County Mayor Appointments & Nominations



## **Verbal Reports**

1. Highway Liaison – Commissioner Nathan Burkholder (*Report will be given at next Formal Meeting.*)

## **Election for District 8 County Commissioner**

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

1. Ronald Sokol
2. Brandon Kling
3. David Forbes
4. LaTonia Brown

Each candidate was given five (5) minutes to speak.

The election process was conducted by Teresa Cottrell, County Clerk.

LaTonia Brown was Elected to fill the vacancy as District 8 County Commissioner.

## **Reports Filed:**

1. Building & Codes Monthly Reports
2. Trustee Reports
3. Accounts & Budgets Reports
4. CMCSS Quarterly Financial Report dated 12/31/2024
5. CMCSS Quarterly Project Report dated March 2025

**Mayor Golden presented a Proclamation to Tangi Smith in honor of her years of service as a County Commissioner.**

**The Board was adjourned at 6:46 P.M.**

Submitted by:



Teresa Cottrell  
County Clerk



**County Clerk's Report**  
**April 14, 2025**

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of March 2025.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's Deputies, Deputy County Official, and Judicial Commissioner are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 14<sup>th</sup> day of April 2025.

Teresa Cottrell  
County Clerk



## OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Mary Bagwell	Deputy Sheriff	03/04/2025
Monica Newman	Deputy Sheriff	03/04/2025
Jared Biagi	Deputy Sheriff	03/31/2025
Jennie Esquilin	Deputy Sheriff	03/31/2025
Austin Heiser	Deputy Sheriff	03/31/2025
Joel Schlegal	Deputy Sheriff	03/31/2025

## OATH OF DEPUTY COUNTY OFFICIAL

NAME	OFFICE	DATE
Gina M. Yates	Trustee Senior Accountant	03/28/2025

## OATH OF JUDICIAL COMMISSIONER

NAME	OFFICE	DATE
Joseph Papastathis	Judicial Commissioner	03/28/2025

MONTGOMERY COUNTY CLERK  
TERESA COTTRELL COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected April 14, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. JUANITA ACOSTA	1523 NOLEN RD APT 427 CLARKSVILLE TN 37040 931.206.5691	
2. ASHLEY ALBEA-JACOBS	163 KIRBY DR CLARKSVILLE TN 37040 731-819-5756	
3. DORA MAY ALDRED	1800 RIVER RD CLARKSVILLE TN 37040 931 320 0341	2395 LOUPIN DR CLARKSVILLE TN 37040 931 919 2900
4. MARK EDWARD ALLEMANG	3214 QUINCY LANE CLARKSVILLE TN 37043 815-761-1528	939 TRACY LANE SUITE D CLARKSVILLE TN 37043 931 552 0359
5. AMBER DAWN BAYLOR	2334 HURRICANE LOOP TENNESSEE RIDGE TN 37178 931-622-2974	322 MAIN ST CLARKSVILLE TN 37040 9315524325
6. BARBARA GENE BEALL	1504 S FREESTONE DR CLARKSVILLE TN 37042 931 302 3123	2395 LOUPIN DR CLARKSVILLE TN 37042 931 919 2900
7. STEPHANIE E BOLES	1137 OLD DUKE DR CLARKSVILLE 37040 TN 37043 CLARKSVILLE 931 980 2564	123-A CENTER POINTE DR CLARKSVILLE 37040 TN 37040 CLARKSVILLE 931 906 8400
8. WHITNEY BLYTHE BRIDGES	558 CURRENT RD CLARKSVILLE TN 37040 423-220-7896	575 LENNON LN STE 100 WALNUT CREEK CA 94598 6282414103
9. STACY BUREK	2234 ROANOKE RD CLARKSVILLE TN 37043 603.233.8288	
10. ASHLEY SUZANNE CALHOUN	2525 LOCK B RD N CLARKSVILLE TN 37043 931 220 3968	621 GRACEY AVE CLARKSVILLE TN 37040 931 920 7960
11. DORINDA F CAMERON	1684 ADSWOOD RD CLARKSVILLE TN 37042 931 802 8891	
12. TAKESHA S CHANEY	60 LYNWOOD CIRCLE CLARKSVILLE TN 37040 618-306-4462	60 LYNWOOD CIRCLE CLARKSVILLE TN 37040 9312785265

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Notaries to be elected April 14, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. P CHIRCHIRILLO	3261 VERANDA CIR CLARKSVILLE TN 37042 931 419 2579	1761 TINY TOWN RD CLARKSVILLE TN 37042 931 896 2121
14. BRENDA L COLLEY	8 MAPLE ST CLARKSVILLE TN 37042 931 217 2340	3135 TRENTON RD CLARKSVILLE TN 37040 931 647 7768
15. SHASHAWN CATRICE COVINGTON	405 CYPRUS CT CLARKSVILLE TN 37040 615-969-2414	2601 BRANSFORD AVE NASHVILLE TN 37204 6297776349
16. JOY E DANIELS	200 HOLLAND DR APT 403 CLARKSVILLE TN 37040 931 237 1376	2727 UNION HALL RD CLARKSVILLE TN 37040 931 905 7975
17. JAMIE DOWLEN	530 MAGNOLIA DR CLARKSVILLE TN 37042 931 249 9500	135 CCENTER POINTE DR CLARKSVILLE TN 37040 9316470677
18. LORA ENGLISH	311 HAWKINS ROAD APT L5 CLARKSVILLE TN 37040 931-346-5800	1650 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 9319192535
19. TERRI L EVERETT	2968 DOTSONVILLE RD CLARKSVILLE TN 37042 931 572 8346	400 FRANKLIN ST CLARKSVILLE TN 37040 931 648 7144
20. CALLIE A. GEORGE	1476 HAYNES RD WOODLAWN TN 37191 931.436.6846	1800 ZINC PLANT RD CLARKSVILLE TN 37040 931.552.4200
21. JOHN GLASS	703 WEST CREEK DR CLARKSVILLE TN 37040 931.220.9620	1640 OLD RUSSELLVILLE PIKE CLARKSVILLE TN 37043 931.648.7720
22. TONYA LOUISE GOLDTHREATE	109 LYNNWOOD CIR CLARKSVILLE TN 37040 629-800-9710	813 S DICKERSON PIKE NASHVILLE TN 37072
23. REAGAN HAMPEL	311 LOCUST RD CLARKSVILLE TN 37043 931.216.6860	3377 HWY 41A SOUTH CLARKSVILLE TN 37043 931.358.5440
24. TERRY A HELM	1389 TODD PHILLIPS CT CLARKSVILLE TN 37042 931-551-1702	120 COMMERCE ST CLARKSVILLE TN 37040 9316480611
25. JESSICA LEANN HERBERT	654 GARDENDALE LN CLARKSVILLE TN 37040 201-885-0276	

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Notaries to be elected April 14, 2025

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. FAYE RENNELL HOBSON	1948 WHIRLAWAY CIR CLARKSVILLE TN 37042 931 896 2294	
27. DARRIEAN D HOCKETT	1683 HORSE SHOE CAVE DRIVE CLAIRFIELD TN 37715 931-561-5996	2250 WILMA RUDOLPH BLVD SUITE CLARKSVILLE TN 37042
28. ADRIANA HOWARD	1304 MEREDITH WAY CLARKSVILLE TN 37042 719-200-5890	
29. CHELSEY HUFF	103 WILBURN CT CLARKSVILLE TN 37043 937-533-5058	2625 MADISON ST CLARKSVILLE TN 37043 931-906-11663
30. AMBER HUTCHESON	3370 SHILOH CANAAN ROAD PALMYRA TN 37142 931-257-4863	2050 LOWES DRIVE CLARKSVILLE TN 37040 9314316800
31. EMILY JOHNSON	781 LIMESTONE WAY CLARKSVILLE TN 37043 931-561-3559	921 GRACEY AVENUE CLARKSVILLE TN 37040 9319207915
32. HEIDI L KULINSKI	1019 DWIGHT EISENHOWER WAY CLARKSVILLE TN 37042 715.541.7293	306 FRANKLIN ST CLARKSVILLE TN 37040 931.647.3111
33. JESSIE LYNN KUZYK	2374 OLD ASHLAND CITY RD CLARKSVILLE TN 37043 931-220-6812	
34. KEVIN LEE	1523 NOLEN RD APT 427 CLARKSVILLE TN 37040 931.206.5691	
35. BRANDY J LONG	540 GREENWOOD AVE CLARKSVILLE TN 37040 931.218.5148	
36. ANDREA MCGLINCH	3785 OLD CLARKSVILLE PIKE CLARKSVILLE TN 37043 270-874-9484	
37. NICOLE MARIE MORRIS	1718 SEVEN MILE FERRY RD CLARKSVILLE TN 37040 916 612 2862	802 MAIN ST CLARKSVILLE TN 37040 931 645 7456

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Notaries to be elected April 14,2025

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
38. KATIE NUNEZ	955 SUGARCANE WAY CLARKSVILLE TN 37040 931 220 2382	
39. KAYLA E PERIGO	1454 GOLF CLUB LANE CLARKSVILLE TN 37040 931 237 3277	100 OTIS SMITH DR CLARKSVILLE TN 37043 931 551 8271
40. CATHY M PRITCHETT	1247 VIEWMONT DR CLARKSVILLE TN 37040 615.295.5159	
41. LAUREN RICHMOND	2582 STONE BRIAR DR CLARKSVILLE TN 37043 931-624-3069	621 GRACEY AVENUE CLARKSVILLE TN 37040 9312912480
42. FREDERICA ANGELA RODNEY	404 BEASLEY DR CLARKSVILLE TN 37042 931-281-1968	
43. SABIENE ROTTMANN	1550 E KNOLLWOOD CIR APT C CLARKSVILLE TN 37043 931.320.8081	11111 SUNSET HILLLS ROAD STE 3 RESTON VA 20190 931.419.0371
44. AMANDA L RUSHING	536 POND APPLE RD CLARKSVILLE TN 37043 931-436-7665	123 A CENTER POINTE DR CLARKSVILLE TN 37040 931 906 8400
45. CATHERINE P RUSSELL	1792 DOTSONVILLE RD CLARKSVILLE TN 37042 931-905-1474	2250 F WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 91-906-9030
46. ANGIE D SEAY	1160 BARKLEY HILLS RD CLARKSVILLE TN 37040 931 801 0253	100 OTIS SMITH DR CLARKSVILLE TN 37043 931 551 8271
47. MICHELLE M SIAS	3510 TROUGH SPRINGS RD ADAMS TN 37010 931-338-3500	2050 LOWES DR CLARKSVILLE TN 37040 9314316800
48. BONITA P SIMPSON	1505 AUTUMN DR CLARKSVILLE TN 37042 931-302-9845	1970 MEMORIAL DR CLARKSVILLE TN 37043 931 302 9845
49. TANGI CONECHA SMITH	3404 BRAFIELD DR CLARKSVILLE TN 37042 931-302-6310	1 MILLENIUM CLARKSVILLE TN 37040

MONTGOMERY COUNTY CLERK  
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Fax 931-572-1104

Notaries to be elected April 14, 2025

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
50. MICHAEL LAMONT SUTHERLAND	380 WAYLON CT CLARKSVILLE TN 37043 931 378 3427	
51. DANIELLE M TOMES	3874 ROSCOMMON WAY CLARKSVILLE TN 37040 717-253-2515	
52. WILDA J TORRES-COLÓN	3754 NADIA COURT CLARKSVILLE TN 37040 931-302-1023	650 JOEL DRIVE FORT CAMPBELL KY 42223 9313021023
53. JEFFREY M TRUITT	123 INDIAN HILLS DR CLARKSVILLE TN 37043 931-241-1983	1880 ASHLAND CITY RD CLARKSVILLE TN 37043 9312411983
54. BRIANNA L WIEMELT	1065 FUJI LN CLARKSVILLE TN 37040 615 426 6562	120 COMMERCE ST CLARKSVILLE TN 37040 931 648 0611
55. AURELIA E WILLIAMS	2224 CHARLESTON ROAD CLARKSVILLE TN 37043 931-206-4189	
56. LAUREN STAGGS WINTERS	4264 SADLERSVILLE RD ADAMS TN 37010 931 216 2335	ONE PUBLIC SQUARE CLARKSVILLE TN 37040 931 645 7437



## **NOMINATING COMMITTEE**

April 14, 2025

### **EQUALIZATION BOARD**

Robert Fort (Alternate) has been filling the unexpired term of Doug Jackson and is nominated to serve another two-year term with term to expire April 2027.

David Green (Alternate) is nominated to serve an additional two-year term with term to expire April 2027.

## **COUNTY MAYOR APPOINTMENTS**

April 14, 2025

### **CLARKSVILLE-MONTGOMERY COUNTY INSURANCE TRUST**

Colleen Gildee is appointed to fulfill the unexpired term of Heather Fleming with term to expire February 2026.

### **PUBLIC RECORDS COMMISSION**

LaTonia Brown is appointed to fulfill the unexpired term of Tangi Smith with term to expire April 2026.

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## **COUNTY MAYOR NOMINATIONS**

April 14, 2025

### **BUILDING AND CODES COMMITTEE**

LaTonia Brown nominated to fulfill the unexpired term of Tangi Smith with term to expire August 2025.

On Motion to Adopt by Commissioner Chandler, seconded by Commissioner Ray, the foregoing Consent Agenda Items were Adopted and Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

**RESOLUTION TO AMEND VARIOUS REVENUES AND EXPENDITURES  
IN THE SHERIFF'S OFFICE AND JAIL BUDGETS FOR FISCAL YEAR 2025**

**WHEREAS**, the Sheriff's Office and Jail Budgets have appropriations for Fiscal Year 2025 to conduct and transact the affairs of the respective operations; and

**WHEREAS**, throughout the Fiscal Year, revenues have accumulated in the accounts for Insurance Recovery, Sale of Equipment, and Confiscated Property; and

**WHEREAS**, certain positions, unable to be filled, have created a savings of salaries in Deputies and Investigator budget lines that will be unused in this fiscal year; and

**WHEREAS**, both the unspent salaries and accumulated revenues are suitable for use to purchase Fiscal Year 2026 Capital Outlay needs for Motor Vehicles and Law Enforcement Equipment resulting in no new or additional funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on the 14<sup>th</sup> day of April 2025, that \$119,312 of revenue be appropriated for Motor Vehicles; and

**BE IT FURTHER RESOLVED**, that \$1,725,000 of salary savings be transferred for Motor Vehicles and Law Enforcement Equipment by amending the object codes as follows:

101-54110-00000-54-49700	Insurance Recovery	<\$ 103,934>
101-54110-00000-00-44530	Sale of Equipment	<\$ 9,898>
101-54110-00000-54-42910	Confiscated Property	<\$ 5,480>
101-54110-00000-54-51060	Deputies	<\$ 300,000>
101-54110-00000-54-51080	Investigators	<\$ 150,000>
101-54210-00000-54-51060	Deputies	<\$1,275,000>
101-54110-00000-54-57160	Law Enforcement Equipment	\$ 600,000
101-54110-00000-54-57180	Motor Vehicles	\$1,244,312
	Net Change	\$ -0-

**Duly passed and approved this 14<sup>th</sup> day of April 2025.**

**Sponsor**

*[Signature]*  
John R. Smith, Chief Deputy

**Commissioner**

*[Signature]*  
John Gannon

**Approved**

*[Signature]*  
Wes Golden, County Mayor

**Attested**

*[Signature]*  
Teresa Cottrell, County Clerk



25-4-5 (Pulled from Consent Agenda)

On Motion by Commissioner Beal, seconded by Commissioner Prichard, the foregoing

Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	N
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 20 Noes – 1 Abstentions – 0

ABSENT: None

**RESOLUTION TO PROPERLY IDENTIFY IN ALL DOCUMENTS THE HOURS  
OF OPERATION FOR BUSINESSES SELLING BEER AS FOUND AND  
PROVIDED FOR IN TENNESSEE CODE ANNOTATED § 57-5-301**

**WHEREAS**, Beer Permit Applications are made to Montgomery County, Tennessee, and Beer Permits are approved as the law may allow under Tennessee Code Annotated § 57-4-101 et seq. and 57-5-101 et seq., and that counties may establish thereunder regulation of prohibited times for the sale of beer and allowable times for the sale of beer; and

**WHEREAS**, Montgomery County has previously passed several Resolutions through the years which have amended the time for the sale of beer, and in order to create an absolute consistency in the available hours of operation for the sale of beer, seeks to repeal all previous rules by resolution and restate the hours of beer sales in Montgomery County, Tennessee, as had been previously provided for in the last amendment; and

**WHEREAS**, the last amendment, read in conjunction with previous resolutions, provided that no beer, or like beverage, shall be sold in Montgomery County between the hours of 3:00 a.m. until 8:00 a.m. Monday through Saturday and 3:00 a.m. until 10:00 a.m. on Sunday.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 14th day of April 2025, that all Resolutions and Amendments to Resolutions regarding hours of operation for beer sales in Montgomery County, Tennessee, are hereby repealed and the hours for the legal sale of beer in Montgomery County, Tennessee, shall not include 3:00 a.m. to 7:59 a.m. Monday through Saturday and from 12:01 a.m. through 9:59 a.m. on Sunday.

**Duly passed and approved this 14<sup>th</sup> day of April 2025.**



Sponsor \_\_\_\_\_

*Wes Golden*  
Wes Golden

Commissioner \_\_\_\_\_

*Michael Lankford*  
Michael Lankford

Approved \_\_\_\_\_

*Wes Golden*  
Wes Golden, County Mayor

Attested \_\_\_\_\_

*Teresa Cottrell*  
Teresa Cottrell, County Clerk



(This Resolution was Amended by the following roll call vote.)

Motion to Adopt by Commissioner Gannon, seconded by Commissioner Shelton.

On Motion by Commissioner Gannon, seconded by Commissioner Harper, to Amend by adding

***“BE IT FURTHER RESOLVED, that the Resolution shall take effect on June 1, 2025”.*** The

foregoing Amendment was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

The foregoing Resolution, as Amended, was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

**RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS APPROPRIATING FUNDS FOR  
THE CONSTRUCTION OF FREEDOM ELEMENTARY SCHOOL**

**WHEREAS**, the Board of Commissioners approved Resolution #23-9-8 Appropriating Funds for the Purchase of Land for a Future Elementary School and authorized Resolution #24-3-7, appropriating funds for an architect through the design and bidding phase for the 26<sup>th</sup> Clarksville-Montgomery County elementary school; and,

**WHEREAS**, CMCSS now owns a 17.96 acre building site on the Freedom Campus that is suitable for the construction of a 1,056-student capacity elementary school; and,

**WHEREAS**, the Clarksville-Montgomery County School Board has approved the Expanded CMCSS Elementary School prototype floor plan for the construction of Elementary School #26; and,

**WHEREAS**, commencing the construction of this school on the Freedom Campus site is essential in addressing the overcrowding conditions, as seven elementary schools within a ten-mile radius of the Freedom Campus have an average capacity of 108%, and in order to be completed by the fall of 2026; and,

**WHEREAS**, funds are now needed to proceed with the awarding of the construction contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of April 2025 that the sum of \$40,000,000.00 be and the same is hereby appropriated to the School Capital Project Fund for the construction of Freedom Elementary School, located on the Freedom Campus site.

**BE IT FURTHER RESOLVED** that this appropriation be funded from the Montgomery County, Tennessee General Obligation School and Public Improvement Bonds and a portion of the accumulated wheel tax proceeds. The County intends to reimburse itself for certain expenditures from bond proceeds to be issued in the future.

**BE IT FURTHER RESOLVED** that the Director of Schools shall file quarterly reports with the Board of Commissioners to include detailed expenditures by object code and a report indicating the progress of work. The progress report shall include the percent of work completed by major component and the amount paid to the contractor including retainage. Upon project completion or the expiration of the warranty, whichever comes first, a detailed closeout report by object code shall be provided within thirty (30) days to the Board of Commissioners.

**Duly passed and approved this 14<sup>th</sup> day of April 2025.**



Sponsor

Jean Luna-Vedder  
Jean Luna-Vedder, Director of Schools

Commissioner

Joshua Beal  
Joshua Beal

Approved

Wes Golden  
Wes Golden, County Mayor

Attested

Teresa Cottrell  
Teresa Cottrell, County Clerk



## Freedom Elementary School

	<u>Appropriated</u>	<u>Requested</u>
Architect Fee	\$1,859,499.00	\$
Building Construction (Inc. Site Grading, Utility Extensions, Roadway Improvements)		\$39,994,000.00
Contingency		\$1,000,000.00
Furniture & Equipment (\$2.3M) Technology (\$1.5M)		\$3,800,000.00
Total Costs		<u><b>\$44,794,000.00</b></u>
Square footage		122,680
Construction Cost/Sq. Ft.		\$326.00

25-4-8 (Pulled from Consent Agenda)

On Motion by Commissioner Beal, seconded by Commissioner Walker, the foregoing

Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

## Suspend Rules

On Motion by Commissioner Shelton, seconded by Commissioner Gannon, the Rules were

Suspended for Resolutions 25-4-9 and 25-4-10 by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

**RESOLUTION TO AMEND THE BUDGET OF THE  
MONTGOMERY COUNTY ANIMAL CARE AND CONTROL  
FOR THE PURCHASE OF A MOTOR VEHICLE**

**WHEREAS**, the Montgomery County Animal Care and Control entered into an agreement with the U.S. Government Installation known as Fort Campbell, Kentucky with an Intergovernmental Support Agreement (IGSA) which was approved by this Commission with Resolution 19-5-5 and renewed this agreement with Resolution 24-2-4; and

**WHEREAS**, under the terms of the renewed agreement, Ft. Campbell agreed to fund the purchase of a new truck for the Fort Campbell location of Animal Care and Control; however the the Montgomery County Animal Care and Control budget requires an amendment to include the revenue and expenditure of the vehicle for Ft. Campbell operations from Intergovernmental Support Agreement (IGSA) appropriations that are suitable for the purchase of said vehicle; and

**WHEREAS**, the Montgomery County Animal Care and Control is requesting to amend their budget in order to purchase a new vehicle by the deadline of April 30<sup>th</sup>, 2025 on State Contract and also purchase the animal control transport unit, and other ancillary items necessary to put the vehicle in service, in an amount not to exceed \$70,400 (Seventy Thousand Four Hundred Dollars). Fort Campbell will reimburse Montgomery County \$65,000 (Sixty-five Thousand Dollars), the balance of \$5,400 (Five Thousand Four Hundred ) will be transferred from the Veterinary Services Ft. Campbell account which has available funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on the 14<sup>th</sup> day of April 2025, authorize the transfer of funds in the amount listed below to purchase a motor vehicle on state contract for the Montgomery County Animal Care and Control; and that the Director of Accounts and Budgets amend the following accounts accordingly.

101-55120-00000-55-48140-P0012	Contracted Services - Revenue	\$65,000
101-55120-00000-55-57180-P0012	Motor Vehicles – Ft. Campbell	\$70,400
101-55120-00000-55-53570-P0012	Veterinary Services – Ft. Campbell	(\$ 5,400)

Duly passed and approved this the 14<sup>th</sup> day of April 2025.



Sponsor \_\_\_\_\_

Dave Kaske, Director

Commissioner \_\_\_\_\_

John E. Gannon

Approved \_\_\_\_\_

Wes Golden, County Mayor

Attested \_\_\_\_\_

Teresa Cottrell, County Clerk

25-4-9

On Motion by Commissioner Walker, seconded by Commissioner Gallant, the foregoing

Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

## **RESOLUTION TO APPROVE EMERGENCY FUNDING FOR MITIGATION TO REAL PROPERTY IN MONTGOMERY COUNTY BY FLOODING**

**WHEREAS**, a State of Emergency has been declared for Montgomery County, Tennessee by Montgomery County and the State of Tennessee; and

**WHEREAS**, a particular area of Montgomery County, TDEC MS4 within the Farmington Subdivision has homes now identified by the Montgomery County Emergency Management Agency due to flooding and damage resulting therefrom; and

**WHEREAS**, damage to these homes increases without the timely removal of flood damaged areas and treatment to prevent further damage and deterioration; and

**WHEREAS**, the commission would deem the support of recovery and remediation efforts to limit further damage and ultimate recovery costs is warranted and the same is in the best interests of Montgomery County and its citizens in the emergency circumstance.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this the 14<sup>th</sup> day of April 2025, that:

1. Montgomery County approve the funding of up to \$500,000.00 for the mitigation of homes in the TDEC MS4 permitted area for those residential homes having been identified by Montgomery County Emergency Management Agency as "Major Damage" on attached Exhibit A and any residential homes that are identified by Montgomery County Emergency Management Agency within the next 30 days,
2. Funding will be in the form of a donation to YAIPAK, a non-profit organization to administer the disbursement of funds to each home/real property for actual work completed, such work solely for the mitigation of immediate damage to real property and to stabilize the property from any future real property damage that will worsen or occur without immediate remediation,
3. YAIPAK shall maintain records of all payments or disbursements of funds and report the same to Montgomery County, Tennessee within 90 days of said expenditures and otherwise comply with T.C. A. 5-9-109,
4. All funds not used for the purpose stated herein shall be returned to Montgomery County within 180 day from the effective date of this resolution,
5. The funding will come from the following budget transfer within the FY 2025 Montgomery County Budget:

101-00000-00000-00-44110	Interest Earned	\$(500,000.00)
101-58500-00000-58-53160	Contributions	\$ 500,000.00

6. The officers and officials of Montgomery County are directed to execute all documents and complete all work necessary to carry out the same purpose and to affect its intent.

Duly passed and approved, this 14th day of April 2025.



Sponsor

Wes Golden

Commissioner

John Cannon

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell  
Teresa Cottrell, County Clerk

## Exhibit A

## Montgomery County Residential Buildings

Full Address	Extent of Damage	Primary Cause of Damage	Owner / Occupant	Habitable	Number of Occupants	Description of Damage	Additional Comments
216 Bluebriar Trc	Major	Flood		No		Evacuated	garage, base living level flooded
220 Bluebriar Trc	Major	Flood		No		Evacuated	garage, base living area flooded
224 BLUEBRIAR TRCE	Major			No		Evacuated 4.7.25 12:03pm	Interior first floor flooding throughout several rooms
228 BLUEBRIAR TRCE	Major			No		Evacuated water in first floor, HVAV, and electrical	4.7.25 12:02pm
232	Major			No		Evacuated water in first floor, HVAC, and electrical systems	4.7.25 12pm
616 larkspur	Major			No		Evacuated water in first floor, HVAC, and electrical systems affected.	4.7.25 11:13 am
620 Latkspur	Major			No		Evacuated water in first floor, HVAC, and electrical system affected	4.7.25 11:15am
619 Latkspur	Major			No		Evacuated water in first floor, HVAC, and electrical systems	4.7.25 11:16am
615 Latkspur	Major			No		Evacuated water in first floor, HVAC, and electrical	4.7.25 11:17am
611 Larkspur Dr	Major	Flood		No		Evacuated	
607 Larkspur Dr	Major	Flood		No		Evacuated	standing at crawlspace level, drwy inaccessible
151 Overcrest Ct	Major	Flood		No		Evacuated	Main living area covered
147 Overcrest Ct	Major	Flood		No		Evacuated	water in crawl space; driveway inaccessible; HVAC impacted
1283 Juniper Pass	Major			No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1286 JUNIPER PASS	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1287 Juniper Pass	Major			No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1290 JUNIPER PASS	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1291 Juniper Pass	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1295 Juniper Pass	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
421 VERONICA CT	Major	Flood				Water in crawl space up to HVAC unit and electrical systems. Assessor Damage Survey: owners mentions sewage entered crawlspace. FEMA says bump rating if contaminated water.	4.7.25 10:00am
413 Veronica	Major					4-7-25; 1005; interior flooding	
425 VERONICA CT	Major	Flood				Waterline to HVAC unit and electrical system. 421 mentioned sewage in crawlspace. FEMA guidelines say bump rating due to contaminated water.	4.7.25 10:06am address 425
420 Veronica Ct	Major						sewage overflow
2609 Remington Trace	Major					Garage flooded / Sewage Overflow	
2613 Remington Trace	Major					Garage flooded / Sewage Overflow	
1295 Juniper Pass	Major					Flood	



25-4-10

On Motion by Commissioner Walker, seconded by Commissioner Gallant, the foregoing

Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	Michael Lankford	Y	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 21 Noes – 0 Abstentions – 0

ABSENT: None

Exhibit A

Montgomery County Residential Buildings

FEMA Address	Extent of Damage	Primary Cause of Damage	Owner / Occupant	Habitable	Number of Occupants	Description of Damage	Additional Comments
216 Bluebriar Trc	Major	Flood		No		Evacuated	garage, base living level flooded
220 Bluebriar Trc	Major	Flood		No		Evacuated	garage, base living area flooded
224 BLUEBRIAR TRCE	Major			No		Evacuated 4.7.25 12:03pm	Interior first floor flooding throughout several rooms
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1287 Juniper Pass	Major			No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1290 JUNIPER PASS	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1291 Juniper Pass	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
1295 Juniper Pass	Major	Flood		No		Evacuated	Inaccessible. Water in foundation and 1st floor.
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2813 Remington Trace	Major					Garage flooded / Sewage Overflow	
1295 Juniper Pass	Major					Flood	



**MONTGOMERY  
COUNTY**  
TENNESSEE

**Montgomery County Government**

**Building and Codes Department**

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Phone  
931-648-5718

Fax  
931-553-5121

**Memorandum**

**TO:** Wes Golden, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** April 2, 2025  
**SUBJ:** March 2025 PERMIT REVENUE REPORT

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The number of permits issued in March 2025 is as follows: Building Permits 107, Grading Permits 5, Mechanical Permits 69, and Plumbing Permits 53 for a total of 234 permits.

The total cost of construction was \$17,008,240.00. The revenue is as follows: Building Permits \$63,256.61, Grading Permits \$5,167.00, Plumbing Permits \$5,250.00, Mechanical Permits: \$6,555.00 Plans Review \$11,403.00, BZA \$250.00, Re-Inspections \$400.00, Pre-Inspection \$0.00, Safety Inspection \$25.00, and Miscellaneous Fines \$0.00 the total revenue received in March 2025 was \$92,306.61.

**FISCAL YEAR 2024/2025 TOTALS TO DATE:**

NUMBER OF SINGLE FAMILY PERMITS:	336
COST OF CONSTRUCTION:	\$256,361,045.00
NUMBER OF BUILDING PERMITS:	781
NUMBER OF PLUMBING PERMITS:	307
NUMBER OF MECHANICAL PERMITS:	561
NUMBER OF GRADING PERMITS:	11
BUILDING PERMITS REVENUE:	\$702,587.59
PLUMBING PERMIT REVENUE:	\$31,000.00
MECHANICAL PERMIT REVENUE:	\$565,004.00
GRADING PERMIT REVENUE:	\$11,346.50
RENEWAL FEES:	\$2,507.14
PLANS REVIEW FEES:	\$156,877.08
BZA FEES:	\$3,750.00
RE-INSPECTION FEES:	\$4,600.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$150.00
MISCELLANEOUS FINES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$1,475,315.17

RS/bf

cc: Wes Golden, County Mayor  
Cassie Wheeler, Accounts and Budgets  
Teresa Cottrell, County Clerk



**MONTGOMERY  
COUNTY**  
TENNESSEE

**Montgomery County Government**

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Phone  
931-648-5718

Fax  
931-553-5121

**Memorandum**

**TO:** Wes Golden, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** April 2, 2025  
**SUBJ:** March 2025 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in March 2025 is as follows: City 124 and County 56 for a total of 180.

There were 148 receipts issued on single-family dwellings, 3 receipts issued on multi-family dwellings with a total of 18 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There were 8 exemption receipt issued.

The total taxes received for March 2025 was \$86,000.00

The total refunds issued for March 2025 was \$0.00.

Total Adequate Facilities Tax Revenue for March 2025 was \$86,000.00

**FISCAL YEAR 2024/2025 TOTALS TO DATE:**

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	1740
	County:	438
	Total:	2178
TOTAL REFUNDS:		\$0.00
TOTAL TAXES RECEIVED:		\$1,118,000.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	40	40
SINGLE-FAMILY DWELLINGS:	753	328	1081
MULTI-FAMILY DWELLINGS (74 Receipts):	870	20	890
CONDOMINIUMS: (101 Receipts)	87	14	101
TOWNHOUSES:	0	16	16
EXEMPTIONS: (50 Receipts)	30	20	50
REFUNDS ISSUED: (0 Receipt)	(0)	(0)	(0)

RS/bf

cc: Wes Golden, County Mayor  
Cassie Wheeler, Accounts and Budgets  
Teresa Cottrell, County Clerk



# MONTGOMERY COUNTY GOVERNMENT, TN

## YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 1 TO 2025 9

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MID REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL						
40110 CURRENT PROPERTY TAX	-87,612,000	-87,612,000	-78,991,740.46		-8,620,259.54	90.2%
40120 TRUSTEE'S COLLECTIONS - PYR	-800,000	-800,000	-1,093,848.07		293,848.07	136.7%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-30,000	-30,000	-10,338.14		-19,661.86	34.5%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-500,000	-500,000	-399,533.46		-100,466.54	79.9%
40140 INTEREST & PENALTY	-300,000	-300,000	-269,370.09		-30,629.91	89.8%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	-763	-762.74		-26.26	100.0%
40162 PMTS IN LIEU OF TAXES - UTIL/IT	-1,640,000	-1,640,000	-1,215,154.93	-264,355.06	-424,845.22	74.1%
40163 PMTS IN LIEU OF TAXES - OTHER	-851,533	-851,533	-442,916.93	491,474.91	-408,616.07	52.0%
40220 HOTEL/MOTEL TAX	-2,500,000	-2,500,000	-1,615,014.14		-110,225.60	71.7%
40250 LITIGATION TAX - GENERAL	-390,000	-390,000	-279,774.40		-884,985.86	64.6%
40260 LITIGATION TAX-SPECIAL PURPOSES	-80,000	-80,000	-58,833.60		-21,166.40	73.5%
40270 BUSINESS TAX	-2,000,000	-2,000,000	-321,926.88		-1,678,073.12	26.1%
40320 BANK EXCISE TAX	-450,000	-450,000	-374,972.87		-75,027.13	83.3%
40330 WHOLESALE BEER TAX	-400,000	-400,000	-337,854.58		-62,145.32	75.1%
41120 ANIMAL REGISTRATION	-205,000	-205,000	-153,870.20		-51,129.80	203.2%
41130 ANIMAL VACCINATION	-10,000	-10,000	-20,320.00		-10,320.00	203.2%
41140 CABLE TV FRANCHISE	-300,000	-300,000	-131,017.76		-168,982.24	43.1%
41150 BUILDING PERMITS	-2,000,000	-2,000,000	-701,648.39	-65,763.11	-1,298,351.01	35.1%
41190 PLUMBING PERMITS	-35,000	-35,000	-31,150.00	-5,200.00	-3,850.00	89.0%
41390 OTHER PERMITS	-465,000	-465,000	-742,415.38	-21,315.00	277,415.38	159.7%
42110 FINES	-14,000	-14,000	-23,790.85	-4,180.00	9,790.85	67.5%
42120 OFFICERS COSTS	-20,000	-20,000	-13,453.14		-6,546.86	67.5%
42141 DRUG COURT FEES	-1,600	-1,600	-879.70	-201.01	-709.30	53.0%
42142 VETERANS TREATMENT COURT FEES	-9,000	-9,000	-512.70	-91.12	-1,267.80	28.5%
42191 COURTROOM SECURITY - CIRCUIT COUR	-7,500	-7,500	-6,301.77	-813.42	-1,098.33	40.7%
42192 CIRCUIT COURT VICTIMS ASSESS	-3,525	-3,525	-5,001.57	-803.39	-2,494.33	66.7%
42310 FINES - LITTERING	-135,000	-135,000	-90,536.38	-4,787.90	-44,198.72	29.1%
42311 FINES - LITTERING	-230	-230	-77.53	-12,090.16	-44,198.72	29.1%
42320 OFFICERS COSTS	-275,000	-275,000	-211,568.97	-27,231.38	-63,138.03	78.5%
42330 GAME & FISH FINES	-20,000	-20,000	-12,268.53	-361.90	-7,780.13	25.1%
42342 DRUG COURT FEES	-15,000	-15,000	-12,613.52	-1,426.97	-7,380.13	52.1%
42350 VETERANS TREATMENT COURT FEES	-300,000	-300,000	-199,725.76	-9,618.38	-80,272.53	62.5%
42350 JAIL FEES GENERAL SESSIONS	-20,000	-20,000	-11,777.77	-29,348.89	-108,570.12	58.9%
42380 DUI TREATMENT FINES	-83,000	-83,000	-41,864.21	-1,237.84	-21,168.49	66.4%
42390 DATA ENTRY FEE-GENERAL SESS	-60,000	-60,000	-34,138.26	-4,387.92	-21,468.44	57.6%
42392 GEN SESSIONS VICTIM ASSESSMNT	-1,700	-1,700	-11,748.03	-741.51	-1,543.25	9.2%
42410 FINES	-13,000	-13,000	-15,748.03	-1,700.67	-1,250.96	78.3%
42420 OFFICERS COSTS	-23,000	-23,000	-15,704.15	-1,916.47	-3,129.55	62.8%
42450 JAIL FEES						

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 1 TO 2025 9

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
42490 DATA ENTRY FEE-JUVENILE COURT	-10,250	-10,250	-3,866.00	-522.00	-6,384.00	37.7%
42520 OFFICERS COSTS	-35,000	-35,000	-28,146.00	-3,995.00	-6,854.00	80.4%
42530 DATA ENTRY FEE -CHANCERY COUR	-5,000	-5,000	-6,907.00	-548.00	1,907.00	138.1%
42610 FINES	-4,500	-4,500	-692.53	-151.52	-3,807.47	15.4%
42641 DRUG COURT FEES	-30,000	-30,000	-40,355.75	-5,045.00	10,355.75	134.5%
42910 PROCEEDS -CONFISCATED PROPERTY	-1,000	-1,000	-5,480.00	.00	4,480.00	548.0%
42990 OTHER FINES/FORFEITS/PENALTIE	-16,300	-16,300	-19,001.83	-462.00	2,701.83	116.6%
43120 PATIENT CHARGES	-6,900,000	-6,900,000	-6,189,452.01	-750,174.48	-710,547.99	89.7%
43140 ZONING STUDIES	-5,500	-5,500	-4,250.00	-500.00	-1,250.00	77.3%
43190 OTHER GENERAL SERVICE CHARGES	-55,000	-55,000	-54,724.00	-5,580.00	-276.00	99.5%
43340 RECREATION FEES	-110,000	-110,000	-103,305.00	-8,940.00	-6,695.00	93.9%
43350 COPY FEES	-9,900	-9,900	-7,820.50	-978.00	-2,079.50	79.0%
43365 ARCHIVE & RECORD MANAGEMENT	-475,500	-475,500	-321,400.21	-34,204.42	-154,099.79	67.6%
43366 GREENBELT LATE APPLICATION FE	0	0	-100.00	.00	100.00	100.0%
43370 TELEPHONE COMMISSIONS	-436,000	-436,000	-183,549.74	-26,182.77	-252,450.26	42.1%
43380 VENDING MACHINE COLLECTIONS	-68,000	-68,000	-64,416.60	-7,040.63	-3,583.40	94.7%
43383 TITLING AND REGISTRATION	-190,000	-190,000	-133,164.00	-13,632.00	-56,836.00	70.1%
43384 FINGERPRINT FEES	0	0	-2,450.00	-285.00	2,450.00	100.0%
43392 DATA PROCESSING FEES -REGISTE	-80,000	-80,000	-50,018.00	-5,470.00	-29,982.00	62.5%
43393 PROBATION FEES	-27,000	-27,000	-8,128.00	-980.00	-18,872.00	30.1%
43394 DATA PROCESSING FEES - SHERIF	-30,000	-30,000	-22,837.57	-2,791.89	-7,162.43	76.1%
43395 SEXUAL OFFENDER FEE - SHERIFF	-18,000	-18,000	-15,800.00	-8,800.00	-2,200.00	87.8%
43396 DATA PROCESSING FEE-COUNTY CL	-30,000	-30,000	-9,048.00	-1,671.00	-20,952.00	30.2%
43990 OTHER CHARGES FOR SERVICES	-5,000	-5,000	-22,543.00	-1,625.00	17,543.00	450.9%
44110 INTEREST EARNED	-3,000,000	-3,596,351	-4,678,217.52	-189,825.63	1,081,866.52	130.1%
44120 LEASE/RENTALS	-325,320	-783,098	-632,099.50	-3,200.00	-150,998.50	80.7%
44140 SALE OF MAPS	-3,000	-3,000	.00	.00	-3,000.00	.0%
44145 SALE OF RECYCLED MATERIALS	0	-10,486	-12,443.00	-10,157.30	1,957.00	118.7%
44170 MISCELLANEOUS REFUNDS	-314,100	-316,598	-202,324.56	-10,564.42	-114,273.44	63.9%
44530 SALE OF EQUIPMENT	-5,000	-22,000	-48,136.10	-157.10	26,136.10	218.8%
44540 SALE OF PROPERTY	0	0	-11,000.00	-11,000.00	11,000.00	100.0%
44570 CONTRIBUTIONS & GIFTS	0	0	-2,000.00	.00	2,000.00	100.0%
44990 OTHER LOCAL REVENUES	-502,000	-502,000	-382,606.49	-42,267.14	-119,393.51	76.2%
45510 COUNTY CLERK	-2,450,000	-2,450,000	-1,453,728.07	-189,640.75	-996,271.93	59.3%
45520 CIRCUIT COURT CLERK	-700,000	-700,000	-485,119.86	-65,772.71	-214,880.14	69.3%
45540 GENERAL SESSIONS COURT CLERK	-1,700,000	-1,700,000	-1,250,165.29	-161,998.22	-449,834.71	73.5%
45550 CLERK & MASTER	-425,000	-425,000	-331,670.57	-36,689.05	-93,329.43	78.0%
45560 JUVENILE COURT CLERK	-200,000	-200,000	-112,510.53	-16,705.73	-87,489.47	56.3%
45580 REGISTER	-1,300,000	-1,300,000	-1,237,626.37	-111,948.55	-62,373.63	95.2%
45590 SHERIFF	-85,000	-85,000	-111,407.26	-15,585.99	26,407.26	131.1%
45610 TRUSTEE	-5,000,000	-5,000,000	-4,805,012.91	-1,170,639.87	-194,987.09	96.1%
46110 JUVENILE SERVICES PROGRAM	-580,011	-580,011	-444,836.29	-55,745.98	-135,174.71	76.7%
46210 LAW ENFORCEMENT TRAINING PROG	-100,000	-251,200	-118,400.00	.00	-132,800.00	47.1%
46240 SCHOOL RESOURCE OFFICER GRANT	-3,075,000	-3,075,000	-3,075,000.00	.00	.00	100.0%

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 1 TO 2025 9

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46290 OTHER PUB SAFETY GRANT	0	-59,400	-43,200.00	.00	-16,200.00	72.7%
46330 EMS INSERVICE TRAINING PROGRA	0	-20,000	.00	.00	-20,000.00	0%
46390 OTHER HEALTH & WELFARE GRANT	-130,000	-338,950	-175,097.08	-24,410.03	-163,852.92	51.7%
46430 LITTER PROGRAM	-91,300	-167,801	-76,697.71	.00	-91,103.29	45.7%
46490 OTHER PUBLIC SAFETY GRANTS	0	-33,960	-33,960.00	-33,960.00	.00	100.0%
46810 FLOOD CONTROL	-3,500	-3,500	.00	.00	-3,500.00	0%
46830 BEER TAX	-20,000	-20,000	-9,684.51	.00	-10,315.49	48.4%
46835 VEHICLE CERTIFICATE OF TITLE	-26,000	-26,000	-18,014.45	-2,092.25	-7,985.55	69.3%
46840 ALCOHOLIC BEVERAGE TAX	-400,000	-400,000	-307,906.16	.00	-92,093.84	77.0%
46851 STATE REVENUE SHARING - T.V.A	-2,200,000	-2,200,000	-1,074,376.52	.00	-1,125,623.48	48.8%
46852 REVENUE SHARING - TELECOM	-290,000	-290,000	-166,739.83	-22,222.96	-123,260.17	57.5%
46855 SHARED SPRTS GAMING PRIVILEGE	0	0	-84,379.77	.00	84,379.77	100.0%
46890 PRISONER TRANSPORTATION	-10,000	-10,000	-3,207.71	-19.94	-6,792.29	32.1%
46915 CONTRACTED PRISONER BOARDING	-400,000	-400,000	-617,952.00	-68,552.00	217,952.00	154.5%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	-15,164	-11,373.00	-3,791.00	-3,791.00	75.0%
46980 OTHER STATE GRANTS	-4,084,060	-4,481,863	-2,205,242.39	-517,147.91	-2,276,620.61	49.2%
46990 OTHER STATE REVENUES	-997,000	-1,012,746	-81,166.81	-9,711.97	-931,579.19	8.0%
47235 HOMELAND SECURITY GRANTS	-74,350	-374,184	-74,814.14	.00	-299,369.86	20.0%
47250 LAW ENFORCEMENT GRANTS	0	-40,000	.00	.00	-40,000.00	0%
47590 OTHER FEDERAL THROUGH STATE	-35,000	-212,196	-84,127.31	-1,351.32	-128,068.69	39.6%
47700 ASSET FORFEITURE FUNDS	-57,500	-57,500	-42,684.28	-9,171.82	-14,815.72	74.2%
47990 OTHER DIRECT FEDERAL REVENUE	-2,400	-42,687	-42,287.00	-40,487.00	-400.00	99.1%
48130 CONTRIBUTIONS	-262,973	-358,408	-166,805.98	-29,493.25	-191,602.02	46.5%
48140 CONTRACTED SERVICES	-280,000	-280,000	-243,574.35	-34,082.62	-36,425.65	87.0%
48610 DONATIONS	-3,500	-236,100	-39,313.60	-7,797.00	-196,786.40	16.7%
48990 OTHER	0	-4,000	.00	.00	-4,000.00	0%
48991 OPIOID SETTLEMENT FUNDS	0	0	-209,812.43	.00	209,812.43	100.0%
49700 INSURANCE RECOVERY	-20,000	-23,267	-141,645.51	-70,601.17	118,378.51	608.8%
49800 OPERATING TRANSFERS	-127,534	-127,534	-50,158.82	.00	-77,375.18	39.3%
TOTAL COUNTY GENERAL	-139,393,833	-142,334,125	-120,681,160.11	-4,297,563.56	-21,652,964.89	84.8%
<b>131 GENERAL ROADS</b>						
40110 CURRENT PROPERTY TAX	-13,410,000	-13,410,000	-12,091,312.62	.00	-1,318,687.38	90.2%
40120 TRUSTEE'S COLLECTIONS - PYR	-75,000	-75,000	-163,568.62	.00	88,568.62	218.1%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-3,000	-3,000	-1,062.64	.00	-1,937.36	35.4%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-50,000	-50,000	-61,154.63	.00	11,154.63	122.3%
40140 INTEREST & PENALTY	-41,325	-41,325	-41,155.95	.00	-169.05	99.6%
40270 BUSINESS TAX	-170,000	-170,000	-44,993.70	-5,054.65	-125,006.30	26.5%
40280 MINERAL SEVERANCE TAX	-284,440	-284,440	-214,103.70	.00	-70,336.30	75.3%
40320 BANK EXCISE TAX	-28,143	-28,143	-57,393.81	-57,393.81	29,250.81	203.9%



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
44170 MISCELLANEOUS REFUNDS	-20,000	-20,000	-47,585.97	-946.72	27,585.97	237.9%
44530 SALE OF EQUIPMENT	0	0	-1,065.06	.00	1,065.06	100.0%
46410 BRIDGE PROGRAM	-790,000	-790,000	.00	.00	-790,000.00	.0%
46420 STATE AID PROGRAM	-2,000,000	-2,000,000	-744,288.27	.00	-1,255,711.73	37.2%
46920 GASOLINE & MOTOR FUEL TAX	-3,912,000	-3,912,000	-3,125,151.02	-343,497.23	-786,848.98	79.9%
46925 HYBRID/ELECTRIC VEHICLE REGIS	0	0	-35,922.45	-5,313.07	35,922.45	100.0%
46930 PETROLEUM SPECIAL TAX	-124,345	-124,345	-97,209.25	-12,151.14	-27,135.75	78.2%
46980 OTHER STATE GRANTS	-1,900,000	-1,900,000	.00	.00	-1,900,000.00	.0%
49700 INSURANCE RECOVERY	-3,000	-3,000	-4,626.92	-1,350.00	1,626.92	154.2%
TOTAL GENERAL ROADS	-22,811,253	-22,811,253	-16,730,594.61	-425,706.62	-6,080,658.39	73.3%
<b>151 DEBT SERVICE</b>						
40110 CURRENT PROPERTY TAX	-40,230,000	-40,230,000	-35,467,714.01	.00	-4,762,285.99	88.2%
40120 TRUSTEE'S COLLECTIONS - PYR	-600,000	-600,000	-488,251.72	.00	-111,748.28	81.4%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-25,000	-25,000	-4,143.08	.00	-20,856.92	16.6%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-250,000	-250,000	-179,384.16	.00	-70,615.84	71.8%
40140 INTEREST & PENALTY	-200,000	-200,000	-120,934.45	.00	-79,065.55	60.5%
40163 PMTS IN LIEU OF TAXES - OTHER	-2,055,615	-2,055,615	-2,156,199.60	-133,081.00	100,584.60	104.9%
40210 LOCAL OPTION SALES TAX	-600,000	-600,000	-590,023.76	-66,121.29	-9,976.24	98.3%
40250 LITIGATION TAX - GENERAL	-300,000	-300,000	-272,975.37	-30,850.53	-27,024.63	91.0%
40266 LITIGATION TAX-JAIL/WH/CH	-320,000	-320,000	-296,669.93	-33,982.20	-23,330.07	92.7%
40270 BUSINESS TAX	-175,000	-175,000	-44,993.70	-5,054.65	-130,006.30	25.7%
40285 ADEQUATE FACILITIES TAX	-2,100,000	-2,100,000	-1,314,400.00	-120,500.00	-785,600.00	62.6%
40320 BANK EXCISE TAX	-175,000	-175,000	-168,355.17	-168,355.17	-6,644.83	96.2%
44110 INTEREST EARNED	-10,000,000	-10,000,000	-7,766,710.00	-649,633.06	-2,233,290.00	77.7%
48130 CONTRIBUTIONS	0	0	-1,450.00	.00	1,450.00	100.0%
49800 OPERATING TRANSFERS	-5,472,911	-6,472,911	-1,249,315.06	.00	-5,223,595.94	19.3%
TOTAL DEBT SERVICE	-62,503,526	-63,503,526	-50,121,520.01	-1,207,577.90	-13,382,005.99	78.9%
<b>171 CAPITAL PROJECTS</b>						
40110 CURRENT PROPERTY TAX	-11,622,000	-11,622,000	-10,479,112.50	.00	-1,142,887.50	90.2%
40120 TRUSTEE'S COLLECTIONS - PYR	-125,000	-125,000	-143,793.97	.00	18,793.97	115.0%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-5,000	-5,000	-1,174.73	.00	-3,825.27	23.5%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-65,000	-65,000	-52,999.74	.00	-12,000.26	81.5%
40140 INTEREST & PENALTY	-50,000	-50,000	-35,718.47	.00	-14,281.53	71.4%
40220 HOTEL/MOTEL TAX	-2,400,000	-2,400,000	-1,615,015.99	.00	-784,984.01	67.3%

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
40240 WHEEL TAX	-7,600,000	-7,600,000	-5,078,352.65	-542,459.61	-2,521,647.35	66.8%
40320 BANK EXCISE TAX	-65,000	-65,000	-49,741.30	-49,741.30	-15,258.70	76.5%
44110 INTEREST EARNED	-600,000	-600,000	-23,651.23	-21,233.66	-576,348.77	3.9%
46980 OTHER STATE GRANTS	0	-2,000,000	-1,029,688.13	-1,029,688.13	-970,311.87	51.5%
47180 COMMUNITY DEVELOPMENT	0	-879,289	-38,347.13	-7,700.88	-840,941.87	4.4%
47235 HOMELAND SECURITY GRANTS	0	-201,243	.00	.00	-201,243.00	.0%
47590 OTHER FEDERAL THROUGH STATE	0	-3,171,521	-1,282.03	.00	-3,170,238.97	.0%
48990 OTHER	0	-282,545	.00	.00	-282,545.00	.0%
49100 BOND PROCEEDS	-23,000,000	-23,000,000	.00	.00	-23,000,000.00	.0%
TOTAL CAPITAL PROJECTS	-45,532,000	-52,066,598	-18,548,877.87	-1,650,823.58	-33,517,720.13	35.6%
<b>266 WORKER'S COMPENSATION</b>						
49800 OPERATING TRANSFERS	-1,839,211	-1,839,211	.00	.00	-1,839,211.00	.0%
TOTAL WORKER'S COMPENSATION	-1,839,211	-1,839,211	.00	.00	-1,839,211.00	.0%
GRAND TOTAL	-272,079,823	-282,554,713	-206,082,152.60	-7,581,671.66	-76,472,560.40	72.9%

\*\* END OF REPORT - Generated by Mariel Lopez-Gonzalez \*\*



# MONTGOMERY COUNTY GOVERNMENT, TN

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>101. COUNTY GENERAL</b>							
51100 COUNTY COMMISSION	444,876	468,876	197,783.49	24,168.60	6,634.50	264,458.01	43.6%
51210 BOARD OF EQUALIZATION	11,128	11,128	5,382.50	.00	.00	5,745.50	48.4%
51220 BEER BOARD	7,307	7,307	4,253.90	538.25	73.50	2,979.60	59.2%
51240 OTHER BOARDS & COMMITTEES	6,890	6,890	2,687.57	322.22	.00	4,202.43	39.0%
51300 COUNTY MAYOR	920,252	924,182	640,968.18	71,175.56	3,962.18	279,251.61	69.8%
51310 HUMAN RESOURCES	1,555,172	1,909,533	932,082.41	64,870.16	16,197.12	941,253.34	50.7%
51400 COUNTY ATTORNEY	1,350,000	1,909,533	932,919.07	78,796.40	2,577.00	27,080.93	89.2%
51500 ELECTION COMMISSION	1,040,386	1,041,758	783,771.02	43,305.50	91,812.55	255,409.33	75.5%
51600 REGISTER OF DEEDS	1,082,363	1,089,399	630,282.43	56,094.87	43,238.04	367,303.77	66.3%
51720 PLANNING	925,182	877,091	554,492.77	53,613.89	4,721.02	241,148.20	62.6%
51730 BUILDING	877,091	877,091	554,492.77	53,613.89	4,721.02	317,877.36	63.8%
51750 CODES COMPLIANCE	1,584,875	1,595,095	1,160,291.62	159,654.25	2,851.56	431,951.66	75.2%
51760 GEOGRAPHICAL INFO SYSTEMS	332,530	394,022	91,685.00	56,849.80	243,943.08	38,393.93	85.2%
51800 COUNTY BUILDINGS	654,690	704,890	493,763.32	56,849.80	47,239.27	163,882.41	76.7%
51810 FACILITIES	4,297,508	4,467,418	3,144,015.33	340,778.14	170,476.31	1,152,925.99	74.2%
51900 OTHER GENERAL ADMINISTRATION	1,631,594	1,794,390	1,175,766.58	132,133.22	9,612.17	577,449.98	67.1%
51910 ARCHIVES & BUDGETS	519,652	519,652	343,518.22	32,823.30	1,144.00	166,511.61	68.0%
52100 ACCOUNTS & BUDGETS	1,436,212	1,584,751	818,689.91	84,210.09	5,610.92	760,459.74	52.0%
52200 PURCHASING	474,820	498,132	300,081.00	33,082.11	10,321.66	187,679.74	62.3%
52300 PROPERTY ASSESSOR'S OFFICE	2,726,114	2,771,007	1,898,134.88	176,236.95	40,890.42	831,981.20	70.0%
52400 COUNTY TRUSTEES OFFICE	1,115,142	1,119,399	741,177.64	80,535.29	19,661.63	358,560.14	68.0%
52500 COUNTY CLERK'S OFFICE	4,991,405	5,014,279	3,103,834.49	343,586.60	118,328.73	1,830,115.98	63.8%
52600 INFORMATION SYSTEMS	6,076,790	6,728,480	3,980,006.41	384,649.78	1,308,647.78	1,439,125.52	78.6%
52900 OTHER FINANCE	61,300	61,300	11,841.96	19,128	.00	49,458.04	26.8%
53100 CIRCUIT COURT	5,544,259	5,599,137	3,844,066.30	412,522.68	8,810.29	1,696,460.22	69.4%
53300 GENERAL SESSIONS COURT	822,689	822,689	600,357.24	67,318.98	1,744.86	250,266.90	73.2%
53330 DRUG COURT	122,771	122,771	62,302.63	12,448.32	3,137.33	57,420.42	73.2%
53400 CHANCERY COURT	1,200,547	1,200,547	772,354.09	92,492.33	4,867.74	423,903.14	64.7%
53500 JUVENILE COURT	2,072,374	2,197,265	1,381,408.88	182,373.19	168,542.64	647,324.63	70.5%
53600 DISTRICT ATTORNEY GENERAL	624,102	376,473	114,408.88	24,353.48	12,236.97	249,927.39	32.7%
53700 JUDICIAL COMMISSIONERS	187,574	215,907	4,832.53	484.82	.00	219,927.39	32.7%
53800 SPECIAL COURTS	448,039	448,039	287,886.66	33,627.42	2,243.15	150,174.97	61.5%
53900 OTHER ADMINISTRATION/ JUSTICE	814,063	953,477	363,966.87	57,337.41	59,456.19	106,528.86	67.3%
53910 ADULT PROBATION SERVICES	546,584	553,477	396,450.53	50,934.36	6,892.32	100,143.10	70.1%
54100 SHERIFF'S DEPARTMENT	1,689,940	1,835,470	876,095.37	90,763.18	34,937.14	953,407.38	53.8%
54110 SHERIFF'S DEPARTMENT	20,282,430	21,871,060	15,079,887.35	1,488,480.58	981,981.92	3,912,490.53	71.1%
54120 SPECIAL PATROLS	6,548,948	6,634,948	4,544,433.80	500,424.12	166,363.56	1,952,150.71	71.0%
54130 DRUG ENFORCEMENT	47,500	31,570	4,324,333.80	500,424.12	166,363.56	1,952,150.71	71.0%
54210 SEXUAL OFFENDER REGISTRY	13,970	13,970	2,338.96	1,932.38	587.47	11,029.37	20.9%
54220 JAIL	19,497,527	19,767,987	12,880,117.12	1,513,652.39	844,331.62	6,043,538.19	69.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54220 WORKHOUSE	2,292,497	2,282,111	1,534,517.98	172,729.64	115,167.86	632,424.69	72.3%
54230 COMMUNITY CORRECTIONS	846,226	867,102	558,776.23	65,144.64	19,599.67	288,726.43	66.7%
54240 JUVENILE SERVICES	544,398	556,105	344,625.58	30,716.45	63,589.15	147,890.62	73.4%
54310 FIRE PREVENTION & CONTROL	927,659	1,322,760	619,502.88	70,854.29	67,631.07	635,626.06	51.9%
54410 EMERGENCY MANAGEMENT	821,890	803,207	518,658.88	55,366.97	8,443.41	276,104.94	65.6%
54490 OTHER EMERGENCY MANAGEMENT	0	298,622	55,786.19	23,430.86	39,404.56	203,431.25	31.9%
54610 COUNTY CORONER / MED EXAMINER	585,000	582,800	317,150.00	61,930.00	13,400.00	232,249.92	67.7%
55110 HEALTH DEPARTMENT	322,323	322,421	1,515,204.65	22,746.72	3,271.74	104,619.44	63.6%
55120 RABIES & ANIMAL CONTROL	2,760,866	2,777,372	14,177,268.17	176,627.04	211,847.25	1,010,320.44	73.6%
55190 OTHER LOCAL HLTH SVCS (WIC)	18,964,942	19,144,302	1,555,204.65	1,735,072.37	403,875.32	4,563,158.05	60.0%
55390 APPROPRIATION TO STATE	3,566,428	3,582,092	2,147,378.54	231,460.54	318.00	1,434,395.46	60.0%
55590 OTHER LOCAL WELFARE SERVICES	156,123	156,123	122,211.00	2,000.00	.00	33,912.00	76.3%
55900 LIBRARIES	20,825	20,825	16,000.00	.00	.00	4,825.00	76.8%
56000 PARKS & FAIR BOARDS	3,103,037	3,103,037	2,327,277.75	304,562.13	177,557.99	75,739.23	98.3%
56900 OTHER SOCIAL, CULTURAL & REC	3,768,798	4,060,304	2,617,976.99	228.97	1,151.99	1,264,768.67	63.3%
57100 AGRICULTURAL EXTENSION SERVICE	9,688	9,688	2,776.32	10,815.84	.00	7,411.68	63.3%
57300 FOREST SERVICE	573,648	615,718	323,493.11	10,815.84	1,151.99	281,072.66	109.0%
57500 SOIL CONSERVATION	2,000	2,000	2,000.00	6,408.92	.00	19,630.70	89.0%
58110 TOURISM	73,288	74,488	54,476.33	169,722.28	.00	128,420.32	89.0%
58120 INDUSTRIAL DEVELOPMENT	1,825,000	1,825,000	1,625,699.30	186,764.50	.00	348,420.32	99.8%
58220 AIRPORT	2,415,801	2,415,801	359,310.12	147,940.00	.00	24,406.00	71.4%
58300 VETERAN'S SERVICES	852,865	853,763	607,600.86	86,612.82	2,506.80	24,406.00	80.5%
58400 OTHER CHARGES	852,119	854,172	3,823,190.34	393.70	.00	636,183.66	28.0%
58500 CONTRIBUTION TO OTHER AGENCIE	4,731,265	4,739,650	2,726,441.83	67,102.74	.00	1,591,252.37	28.0%
58600 EMPLOYEE BENEFITS	2,731,500	2,731,500	2,731,500.00	2,234,066.64	.00	323,486.32	6.7%
58800 MISC-CONT RESERVE	3,080,120	3,080,120	2,736,631.08	14,945.57	.00	14,000.00	66.8%
59000 LITTER & TRASH COLLECTION	15,000	15,000	1,930.70	.00	.00	68,064.24	65.1%
59100 OPERATING TRANSFERS	212,293	204,299	1,249,313.06	.00	.00	670,124.94	65.1%
99100 OPERATING TRANSFERS	919,440	1,319,440	1,249,313.06	.00	.00	670,124.94	65.1%
TOTAL COUNTY GENERAL	149,861,858	156,036,794	104,031,414.40	12,674,009.51	5,547,547.08	46,457,832.18	70.2%

### 131 GENERAL ROADS

61000 ADMINISTRATION	919,196	987,260	677,217.08	67,363.00	21,614.58	288,484.92	70.8%
62000 HIGHWAY & BRIDGE MAINTENANCE	10,573,761	11,187,733	5,764,813.93	797,879.20	1,223,436.60	4,209,184.92	62.3%
63100 OPERATION & MAINT OF EQUIPMEN	1,727,100	1,851,793	1,709,803.76	154,852.70	82,730.05	634,230.15	65.1%
63600 TRAFFIC CONTROL	1,084,833	1,083,995	331,558.19	70,127.74	30,973.04	336,318.57	69.0%
65000 OTHER CHARGES	632,921	631,000	321,368.40	5,376.60	2,479.61	296,768.26	53.2%
66000 EMPLOYEE BENEFITS	1,000	1,000	1,000.00	.00	.00	29,631.51	58.3%
68000 CAPITAL OUTLAY	9,289,000	10,731,974	4,683,507.78	977,656.32	4,420,412.53	1,623,049.12	84.5%
99100 OPERATING TRANSFERS	132,671	132,671	.00	.00	.00	132,671.00	.0%

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 1 TO 2025 9

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL ROADS	24,540,504	26,612,437	13,280,503.27	2,052,409.56	5,781,651.41	7,550,281.87	71.6%
<b>151 DEBT SERVICE</b>							
82110 PRINCIPAL-GENERAL GOVERNMENT	13,351,700	13,351,700	.00	.00	.00	13,351,700.00	.0%
82130 PRINCIPAL-EDUCATION	21,641,269	21,641,269	1,039,974.00	103,997.40	.00	20,601,295.00	4.8%
82210 INTEREST-GENERAL GOVERNMENT	10,165,355	10,165,355	4,472,466.69	.00	.00	5,692,888.31	44.0%
82230 INTEREST-EDUCATION	10,382,742	10,382,742	5,902,581.33	25,250.00	.00	4,480,160.67	56.8%
82310 OTHER DEBT SERV-COUNTY GOVT	453,500	453,500	342,800.36	.00	.00	110,699.64	75.6%
82330 OTHER DEBT SERV.-EDUCATION	678,000	678,000	433,451.56	1,666.67	.00	244,548.44	63.9%
TOTAL DEBT SERVICE	56,672,566	56,672,566	12,191,273.94	130,914.07	.00	44,481,292.06	21.5%
<b>171 CAPITAL PROJECTS</b>							
00000 NON-DEDICATED ACCOUNT	0	675,000	284,057.52	.00	.00	390,942.48	42.1%
91110 GENERAL ADMINISTRATION PROJEC	13,750,000	44,944,151	24,134,204.50	3,587,920.16	10,341,399.58	10,468,546.45	76.7%
91130 PUBLIC SAFETY PROJECTS	6,997,896	13,439,028	6,015,088.93	173,702.41	5,167,130.19	2,256,809.02	83.2%
91140 PUBLIC HEALTH /WELFARE PROJEC	587,500	16,148,648	9,592,086.25	1,044,206.30	5,614,729.41	941,832.45	94.2%
91150 SOCIAL/CULTURAL/REC PROJECTS	3,590,000	13,656,683	4,840,427.75	1,117,324.47	6,996,629.51	1,819,625.64	86.7%
91190 OTHER GENERAL GOVT PROJECTS	52,000	128,100	22,755.00	.00	.00	105,345.00	17.8%
91200 HIGHWAY & STREET CAP PROJECTS	6,441,500	46,203,473	7,017,578.97	2,607,955.56	15,313,309.55	23,872,584.39	48.3%
91300 EDUCATION CAPITAL PROJECTS	9,200,000	36,246,050	11,134,610.72	.00	.00	25,111,439.28	30.7%
TOTAL CAPITAL PROJECTS	40,618,896	171,441,133	63,040,809.64	8,531,108.90	43,433,198.24	64,967,124.71	62.1%
<b>266 WORKER'S COMPENSATION</b>							
51810 FACILITIES	0	0	8,693.89	270.00	.00	-8,693.89	100.0%
51920 RISK MANAGEMENT	1,084,196	1,202,386	621,007.44	73,682.69	41,433.50	539,945.40	55.1%
52500 COUNTY CLERK'S OFFICE	0	0	31.14	.00	.00	-31.14	100.0%
53400 CHANCERY COURT	0	0	4,202.55	.00	.00	-4,202.55	100.0%
54110 SHERIFF'S DEPARTMENT	0	0	30,025.18	2,660.32	.00	-30,025.18	100.0%
54210 JAIL	0	0	12,502.12	1,828.66	.00	-12,502.12	100.0%
54410 EMERGENCY MANAGEMENT	0	0	360.80	.00	.00	-360.80	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	1,525.65	.00	.00	-1,525.65	100.0%
55130 AMBULANCE SERVICE	0	0	168,798.43	10,677.91	.00	-168,798.43	100.0%
55754 LANDFILL OPERATION/MAINTENANC	0	0	1,233.42	.00	.00	-1,233.42	100.0%

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 1 TO 2025 9

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56700 PARKS & FAIR BOARDS	0	0	2,257.05	.00	.00	-2,257.05	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	50,403.13	.00	.00	-50,403.13	100.0%
TOTAL WORKER'S COMPENSATION	1,084,196	1,202,386	901,040.80	89,119.58	41,433.50	259,912.04	78.4%
GRAND TOTAL	272,778,020	411,965,315	193,445,042.05	23,477,561.62	54,803,830.23	163,716,442.86	60.3%
** END OF REPORT - Generated by Mariel Lopez-Gonzalez **							

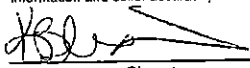
**Montgomery County, Tennessee**  
**Office of Trustee**  
**Monthly Financial Report**  
**For the Month Ending 3/31/2025**

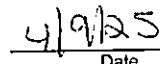
ASSET		Beginning Balance	Debits	Credits	Ending Balance
999-11120	CASH ON HAND	2,000.00	29,141,710.48	29,141,710.48	2,000.00
999-11130-003	F & M BANK-TAX PAYMENTS	12,832,674.47	1,064,379.38	393,182.00	13,533,871.85
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	1,625,506.48	60,163.73	27,969.00	1,657,701.21
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,617,931.48	303,316.76	149,254.00	1,771,994.24
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	2,133,463.56	117,496.86	45,851.57	2,205,108.85
999-11130-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	185,788.81	185,788.81	10,000.00
999-11130-026	PLANTERS BANK - 209	350,405.48	9,221.38	650.19	358,976.65
999-11130-027	REGIONS - OPERATING	203,318,341.16	137,735,201.17	125,153,785.24	215,899,757.09
999-11130-029	REGIONS - SCHOOL CLEARING	0.00	16,839,901.46	16,839,901.46	0.00
999-11130-030	CMCSS CREDIT CARD ACCT	917,060.81	8,457.45	395.02	925,123.24
999-11130-031	REGIONS - MCG CLEARING	0.00	6,974,530.52	6,974,519.52	11.00
999-11130-032	F & M DISBURSEMENTS	79,747.79	328,028.16	198,711.65	209,064.30
999-11130-033	LEGENDS BANK - BI-COUNTY TIPPING FEES	10,031.08	173,024.89	173,021.57	10,034.40
999-11300-004	LEGENDS BANK - 207	3,685,072.61	360,756.29	0.04	4,045,828.86
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	55,648.72	185.27	0.00	55,833.99
999-11300-035	REGIONS - E911	510,261.30	1,560.56	0.00	511,821.86
999-11300-040	BAIRD	1,579,239.05	0.00	0.00	1,579,239.05
999-11300-041	R JAMES - 2016A G.O. PUBLIC IMP	10,001,100.65	0.02	0.00	10,001,100.67
999-11300-042	SHERIFF FEDERAL TREASURY	4,119.08	12.60	0.00	4,131.68
999-11300-043	SHERIFF FEDERAL JUSTICE	214,294.28	655.39	0.00	214,949.67
999-11300-049	F & M - TAX DEPOSITS	41,970,580.85	14,923,751.61	21,215,755.87	35,678,078.59
999-11300-053	REGIONS - AMERICAN RESCUE PLAN ACT	25,498,662.34	77,978.08	0.00	25,574,640.42
999-11300-054	MULTI-BANK SECURITIES	112,178,366.00	94,126.45	94,950.61	112,177,541.84
999-11300-055	SERIES 2022A CONSTRUCTION FUND	11,981,820.95	36,845.08	0.00	12,018,566.03
999-11300-056	MPEC PARKING GARAGE	6,942,815.99	21,233.66	0.00	6,964,049.65
999-11300-057	F & M ICS	8,536,338.91	23,217.80	0.00	8,659,554.71
999-11300-058	REGIONS - ACH ACCOUNT	7,532,810.00	18,688.00	7,551,498.00	0.00
999-11300-059	SERIES 2023A CONSTRUCTION FUND	4,655,348.16	14,237.75	0.00	4,669,585.91
999-11300-060	SERIES 2023B CONSTRUCTION FUND	36,410,286.29	111,355.91	0.00	36,521,642.20
999-11300-061	REGIONS - OPIOID ABATEMENT SETTLEMEN	1,969,825.62	8,024.44	16,771.42	1,959,078.64
999-11300-062	US BANK - MORETON CAPITAL MARKETS	15,515,474.81	3,742.52	0.00	15,519,217.33
999-11300-063	TOWER COMMUNITY BANK	5,162,202.48	0.00	0.00	5,162,202.48
999-11300-064	SERIES 2022B -CONSTRUCTION BONDS	22,441,585.02	68,634.54	0.00	22,510,219.56
999-11300-065	REGIONS - BI-COUNTY LANDFILL	9,048,544.57	27,873.74	0.00	9,076,218.31
999-11410	STATE OF TN TAX RELIEF CURR YR	108,863.00	88,103.00	135,661.00	61,305.00
999-11515	COUNTY TAX RELIEF	0.00	21,409.00	21,409.00	0.00
		548,998,620.97	208,841,212.74	208,290,786.45	549,549,047.26

LIABILITY		Beginning	Debits	Credits	Ending
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20120	EXCESS LAND SALE PAYMENTS 2012	4,739.39	0.00	0.00	4,739.39
999-20130	EXCESS LAND SALE PAYMENTS 2013	53,146.79	0.00	0.00	53,146.79
999-20140	EXCESS LAND SALE PAYMENTS 2014	46,401.47	0.00	0.00	46,401.47
999-21900	TELLER OVER/SHORT	0.00	0.00	0.00	0.00
999-22200	OVERPAYMENTS	45,012.75	36,402.65	131,217.27	139,827.37
999-22200-001	PAYMENT OVERAGES	126.04	0.00	34.83	160.87
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	0.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	2,558.00	2,558.00	0.00
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	0.00	0.00	0.00	0.00
999-29900	FEE/COMMISSION ACCOUNT	1,171,139.87	1,171,762.61	435,511.00	434,888.26
101	COUNTY GENERAL FUND	96,349,574.99	13,840,824.54	12,617,305.68	95,126,056.11
122	DRUG CONTROL FUND	82,921.83	1,206.24	1,665.08	83,380.67
127	AMERICAN RECOVERY ACT	24,236,970.57	180,413.17	77,978.08	24,124,535.48
131	GENERAL ROAD FUND	13,659,665.62	1,827,218.73	1,489,770.72	13,322,217.61
141	GENERAL PURPOSE SCHOOL FUND	150,756,101.28	37,652,310.41	37,373,186.42	150,476,977.29
142	SCHOOL FEDERAL PROJECTS FUND	7,329,437.01	2,211,867.97	3,490,896.56	8,609,665.60
143	CHILD NUTRITION FUND	10,455,635.99	2,316,287.67	2,951,332.97	11,091,681.29
144	SCHOOL SYSTEM TRANS FUND	12,005,169.50	1,813,937.56	2,470,368.12	12,661,600.17
146	EXTENDED SCHOOL PROGRAM FUND	2,946,151.02	6,410.46	0.00	2,939,740.57
151	DEBT SERVICE FUND	67,998,324.42	163,843.88	4,144,969.48	71,979,450.02
171	CAPITAL PROJECTS FUND	104,993,670.71	4,622,632.09	2,928,595.78	103,299,834.40
177	EDU CAPITAL PROJECTS FUND	2,408,879.80	553,764.69	0.00	1,853,115.11
207	BI-COUNTY LANDFILL	18,109,776.18	1,264,501.81	1,467,122.66	18,312,397.03
208	EMERGENCY COMMUNICATIONS DISTRICT	6,253,584.20	304,335.36	143,505.17	6,092,754.02
209	LIBRARY FUND	1,414,768.21	264,982.17	13,631.09	1,163,415.13
253	SELF INSURANCE TRUST FUND	26,677,357.63	9,123,684.02	8,343,038.11	25,896,711.72
266	WORKERS' COMPENSATION	876,530.65	147,280.43	15,902.24	745,152.46
267	UNEMPLOYMENT COMPENSATION	38,259.66	2,384.68	2,424.60	38,298.60
351	CITY OF CLARKSVILLE - SALES TAX	0.00	2,283,310.68	2,283,310.66	0.00
382	MGC RAIL AUTHORITY	38,025.89	27,415.41	139.51	10,749.99
383	JUDICIAL DISTRICT DRUG FUND	954,424.35	13,032.66	7,285.88	948,677.57
384	DISTRICT ATTORNEY FUND	17,797.42	261.56	1,105.78	18,641.64
385	PORT AUTHORITY	50,000.00	0.00	0.00	50,000.00
		548,998,620.97	79,842,428.38	80,392,855.67	549,549,047.26



This report is submitted in accordance with requirements of section 5-8-505,  
and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge,  
information and belief accurately reflects transactions of this office for the month ended March 31, 2025.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

MONTGOMERY COUNTY TRUSTEE'S OFFICE												
INVESTMENTS - FEBRUARY 2025 INTEREST REPORT												
FUND NAME		FUND CODE	BANK NAME	INVESTMENT	INTEREST	TOTAL INVESTED	APY%	Previous Rate	Maturity Date	INVESTMENT INFORMATION		
ALL FUNDS	003	ALL	F&M BANK/TAX RECEIPTS	12,832,674.47	21,931.08	12,854,605.55	2.50					
ALL FUNDS	006	ALL	PLANTERS BANK/TAX RECEIPTS	1,625,506.48	4,225.73	1,629,732.21	3.82					
ALL FUNDS	008	ALL	CUMB. BK. & TRUST/TAX RECEIPTS	1,617,931.48	4,808.76	1,622,740.24	4.33					
ALL FUNDS	022	ALL	PLANTERS BANK--OTHER CNTY GOVT CREDIT CARD ACCT	2,133,463.58	6,070.51	2,139,534.17	3.82					
CLARKSVILLE MO. CO. PUBLIC LIBRARY	026	209	PLANTERS BANK - LIBRARY	350,405.48	1,001.18	351,406.64	3.82					
ALL FUNDS	027	ALL	REGIONS-OPERATING	194,918,327.72	690,843.65	195,609,171.37	4.25					
CMCSS GENERAL FUND	030	141	PLANTERS BANK-CMCSS CREDIT CARD	917,060.81	2,631.06	919,691.87	3.82					
BI-COUNTY LANDFILL	033	207	LEGENDS BANK - TIPPING FEE ACCT	10,000.00	31.00	10,031.06	4.13					
BI-COUNTY LANDFILL	004	207	LEGENDS BANK Business Reserve Money Market	3,685,072.61	5,692.12	3,690,764.73	2.27					
ALL FUNDS	019	ALL	LGP	55,848.72	185.27	56,033.99	4.34	4.42				
E-911	035	208	REGIONS BANK - E811	508,453.27	1,808.03	510,261.30	4.25					
ALL FUNDS	040	ALL	BAIRD / HILLIARD LYONS	1,579,239.05	-	1,579,239.05	2.99	2.58				
ALL FUNDS	041	ALL	RAYMOND JAMES	10,001,100.65	0.02	10,001,100.67	4.71					
COUNTY GENERAL FUND	042	101	REGIONS BANK - SHERIFF FEDERAL TREASURY	4,104.48	14.60	4,119.08	4.25					
COUNTY GENERAL FUND	043	101	REGIONS BANK - SHERIFF FEDERAL JUSTICE	213,534.96	759.32	214,294.28	4.25					
ALL FUNDS	049	ALL	F & M BANK - TAX	41,970,680.85	10,873.11	41,981,553.96	0.50					
AMERICAN RESCUE PLAN	053	127	REGIONS BANK - AMERICAN RESCUE PLAN	25,408,319.02	80,343.32	25,496,662.34	4.25					
ALL FUNDS	054	ALL	MULTI-BANK SECURITIES	112,176,368.00	93,302.29	112,271,668.29	4.35	4.42	Laddered		Blended Rate	
ALL FUNDS	055	ALL	REGIONS BANK - 2022A CONSTRUCTION FUND	11,939,484.84	42,456.01	11,981,920.95	4.25					
CAPITAL PROJECTS	058	171	REGIONS BANK - MPEC PARKING GARAGE	6,918,215.24	24,600.75	6,942,815.99	4.25					
ALL FUNDS/BI-COUNTY LANDFILL	057	ALL/207	F & M BANK - ICS	8,636,336.91	23,217.80	8,659,554.71	3.90					Opened 10/2022
ALL FUNDS	059	ALL	REGIONS BANK - 2023A CONSTRUCTION FUND	4,638,852.68	16,495.48	4,665,348.18	4.25					
ALL FUNDS	060	ALL	REGIONS BANK - 2023B CONSTRUCTION FUND	36,281,272.30	129,013.99	36,410,286.29	4.25					
COUNTY GENERAL FUND	061	101	REGIONS BANK - OPIOID ABATEMENT SETTLEMENT FUND	1,962,845.77	6,979.78	1,969,825.53	4.25					Opened 12/2023
ALL FUNDS	062	ALL	US BANK - MORETON CAPITAL MARKETS	15,515,474.81	3,742.52	15,518,217.33	4.43	4.51				Opened 2/2024; Blended Rate
ALL FUNDS	063	ALL	TOWER COMMUNITY BANK	5,162,202.46	-	5,162,202.46	4.26					Opened 4/2024
ALL FUNDS	064	ALL	REGIONS BANK - 2024B CONSTRUCTION	22,362,068.87	79,518.15	22,441,585.02	4.25					
BI-COUNTY LANDFILL	065	207	REGIONS BANK - BI-COUNTY	9,016,482.51	33,082.06	9,049,564.57	4.25					
			TOTALS	\$ 532,441,104.10	\$ 1,282,607.73	\$ 533,733,711.83						

COMPARISON OF HOTEL OCCUPANCY TAX COLLECTIONS										
MONTH	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
JANUARY	\$ 27,098.84	\$ 30,533.18	\$ 48,458.76	\$50,828.98	\$ 65,230.13	\$ 72,800.02	\$ 78,874.92	\$ 63,103.00	\$ 73,675.57	\$ 80,603.04
FEBRUARY	\$ 29,909.16	\$ 30,389.03	\$ 47,751.41	\$53,770.38	\$ 68,380.09	\$ 91,527.44	\$ 67,626.09	\$ 63,689.44	\$ 71,126.97	\$ 78,321.88
MARCH	\$ 31,464.65	\$ 32,987.23	\$ 56,924.49	\$54,806.34	\$ 93,121.20	\$ 103,994.62	\$ 70,053.21	\$ 65,063.08	\$ 78,796.65	\$ 83,799.10
APRIL	\$ 36,921.57	\$ 39,278.27	\$ 64,682.11	\$75,899.40	\$ 94,829.04	\$ 92,468.13	\$ 102,342.68	\$ 99,137.03	\$ 112,761.36	\$ 122,941.33
MAY	\$ 45,431.12	\$ 40,659.75	\$ 67,111.76	\$71,882.71	\$ 91,093.92	\$ 96,224.80	\$ 90,741.56	\$ 85,506.62	\$ 103,205.69	\$ 90,117.49
JUNE	\$ 41,300.90	\$ 40,705.58	\$ 67,033.52	\$78,332.61	\$ 84,186.25	\$ 91,007.71	\$ 100,085.45	\$ 89,668.92	\$ 135,081.86	\$ 106,604.47
JULY	\$ 43,822.68	\$ 43,848.22	\$ 71,259.56	\$88,829.01	\$ 88,224.67	\$ 90,974.37	\$ 110,606.98	\$ 94,808.25	\$ 136,085.79	\$ 95,500.92
AUGUST	\$ 51,914.05	\$ 82,607.67	\$ 80,724.48	\$103,831.65	\$ 111,787.39	\$ 114,839.93	\$ 126,860.91	\$ 99,007.81	\$ 128,691.23	\$ 108,602.50
SEPTEMBER	\$ 45,085.51	\$ 77,573.12	\$ 75,928.35	\$71,760.72	\$ 89,163.84	\$ 88,227.22	\$ 103,528.65	\$ 93,998.21	\$ 122,277.00	\$ 94,452.48
OCTOBER	\$ 62,586.96	\$ 78,223.81	\$ 64,421.97	\$67,912.08	\$ 71,058.32	\$ 85,219.87	\$ 103,329.13	\$ 120,554.50	\$ 115,299.73	\$ 83,620.66
NOVEMBER	\$ 42,478.02	\$ 67,894.53	\$ 70,109.29	\$68,654.15	\$ 77,700.65	\$ 90,975.56	\$ 93,726.35	\$ 95,136.90	\$ 132,492.92	\$ 100,329.52
DECEMBER	\$ 37,644.94	\$ 54,665.88	\$ 64,491.24	\$65,970.79	\$ 71,088.08	\$ 87,086.86	\$ 88,085.13	\$ 93,788.01	\$ 89,362.16	\$ 116,462.45
YEARLY TOTAL	\$ 495,658.40	\$ 619,366.27	\$ 778,896.94	\$852,489.12	\$ 1,005,863.58	\$ 1,105,346.53	\$ 1,135,661.06	\$ 1,053,871.77	\$ 1,298,856.83	\$ 1,159,355.84
MONTH	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
JANUARY	\$ 87,058.36	\$ 98,797.30	\$ 93,568.93	\$ 122,959.56	\$ 101,963.52	\$ 108,908.84	\$ 118,820.77	\$ 113,056.55	\$ 114,268.84	\$ 131,329.69
FEBRUARY	\$ 103,484.37	\$ 122,425.01	\$ 98,617.91	\$ 130,592.70	\$ 84,950.58	\$ 111,395.05	\$ 108,102.01	\$ 105,945.34	\$ 114,189.67	\$ 142,245.75
MARCH	\$ 106,133.80	\$ 97,223.36	\$ 123,655.30	\$ 130,540.42	\$ 89,897.89	\$ 107,789.42	\$ 97,758.36	\$ 122,221.56	\$ 111,730.41	\$ 157,852.20
APRIL	\$ 131,183.50	\$ 147,129.46	\$ 141,216.66	\$ 166,930.70	\$ 127,011.20	\$ 172,086.66	\$ 168,753.98	\$ 154,016.56	\$ 160,436.24	\$ 191,271.58
MAY	\$ 124,347.50	\$ 140,099.75	\$ 148,155.80	\$ 145,100.30	\$ 114,744.33	\$ 137,305.59	\$ 163,656.94	\$ 159,382.00	\$ 165,458.19	\$ 181,337.94
JUNE	\$ 128,926.73	\$ 166,904.04	\$ 165,434.81	\$ 158,556.28	\$ 149,278.38	\$ 149,761.84	\$ 167,364.58	\$ 173,701.28	\$ 171,984.70	\$ 213,499.05
JULY	\$ 138,948.38	\$ 155,002.42	\$ 168,721.40	\$ 142,543.24	\$ 139,764.87	\$ 155,951.38	\$ 163,931.64	\$ 182,334.33	\$ 181,262.97	\$ 215,170.38
AUGUST	\$ 138,546.34	\$ 159,398.89	\$ 189,029.54	\$ 144,944.86	\$ 138,508.95	\$ 141,828.40	\$ 183,006.76	\$ 193,937.40	\$ 244,700.44	\$ 221,120.45
SEPTEMBER	\$ 110,943.01	\$ 139,077.22	\$ 183,172.65	\$ 137,762.39	\$ 123,496.85	\$ 134,895.73	\$ 136,037.06	\$ 183,545.89	\$ 200,094.86	\$ 209,451.76
OCTOBER	\$ 103,998.14	\$ 108,852.14	\$ 150,826.03	\$ 136,408.87	\$ 118,284.80	\$ 131,945.61	\$ 137,714.25	\$ 156,101.99	\$ 177,865.83	\$ 312,870.78
NOVEMBER	\$ 117,095.86	\$ 111,906.42	\$ 169,407.83	\$ 139,934.80	\$ 133,540.36	\$ 159,387.08	\$ 162,825.42	\$ 168,948.08	\$ 166,973.57	\$ 359,166.51
DECEMBER	\$ 107,900.37	\$ 110,667.80	\$ 151,081.34	\$ 112,969.35	\$ 124,889.36	\$ 120,067.79	\$ 148,644.37	\$ 135,623.41	\$ 136,062.06	\$ 304,165.85
YEARLY TOTAL	\$ 1,398,566.36	\$ 1,545,483.81	\$ 1,780,688.00	\$ 1,687,241.47	\$ 1,446,331.09	\$ 1,629,103.17	\$ 1,756,616.14	\$ 1,848,814.37	\$ 1,945,027.78	\$ 2,639,281.94

[illegible]

CLARKSVILLE-MONTGOMERY COUNTY SALES TAX COLLECTIONS COMPARISON REPORT											
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
July	\$ 3,851,825.57	\$ 3,607,908.75	\$ 3,944,322.43	\$ 3,873,449.15	\$ 4,368,524.95	\$ 4,969,328.68	\$ 4,810,593.54	\$ 4,652,878.91	\$ 5,158,417.10	\$ 5,108,887.39	
August	\$ 4,048,062.83	\$ 3,969,101.90	\$ 4,155,844.24	\$ 4,485,348.58	\$ 4,365,279.31	\$ 4,770,582.11	\$ 4,742,043.02	\$ 5,021,878.21	\$ 5,207,421.78	\$ 5,488,585.29	
September	\$ 3,697,338.74	\$ 3,591,425.40	\$ 3,765,577.37	\$ 4,044,918.00	\$ 4,687,426.40	\$ 4,459,831.11	\$ 4,419,749.47	\$ 4,702,911.95	\$ 5,180,578.80	\$ 5,188,524.78	
October (August Coll.)	\$ 3,813,108.63	\$ 3,888,073.38	\$ 3,838,157.44	\$ 3,971,998.55	\$ 5,337,736.53	\$ 4,615,085.88	\$ 4,466,944.01	\$ 4,728,533.37	\$ 4,864,832.83	\$ 5,153,508.18	Sales Tax Holiday 8/5-7/2011, 8/3-5/2012, 8/2-4/2013, 8/1-3/2014
November	\$ 3,800,630.43	\$ 3,814,756.11	\$ 3,824,865.92	\$ 3,843,568.18	\$ 5,120,107.11	\$ 4,634,466.72	\$ 4,613,925.43	\$ 4,803,526.36	\$ 5,121,809.86	\$ 5,382,914.73	
December	\$ 3,476,063.68	\$ 3,479,758.37	\$ 3,748,233.68	\$ 3,865,675.05	\$ 4,668,853.03	\$ 4,330,838.36	\$ 4,538,509.17	\$ 4,800,588.96	\$ 4,805,275.18	\$ 5,035,853.77	
January	\$ 3,782,921.31	\$ 3,911,901.48	\$ 3,918,328.81	\$ 3,878,824.86	\$ 4,936,179.84	\$ 4,575,580.89	\$ 4,681,693.42	\$ 5,011,873.14	\$ 5,151,710.36	\$ 5,319,404.23	
February	\$ 4,792,842.84	\$ 4,964,794.05	\$ 5,220,113.70	\$ 5,315,008.81	\$ 6,291,020.97	\$ 5,624,805.48	\$ 5,328,617.84	\$ 5,395,842.59	\$ 5,735,732.85	\$ 7,131,134.54	December (actual collection month) Typical Yearly High Sales Tax Collection Month
March	\$ 3,156,680.40	\$ 3,529,385.22	\$ 3,579,055.71	\$ 3,519,094.43	\$ 4,247,079.33	\$ 3,885,858.93	\$ 4,043,958.23	\$ 4,367,324.16	\$ 4,503,712.54	\$ 4,734,698.36	
April	\$ 3,351,393.11	\$ 3,738,282.25	\$ 3,801,787.78	\$ 3,844,756.92	\$ 4,803,178.86	\$ 4,266,868.78	\$ 4,580,278.94	\$ 4,341,404.11	\$ 4,911,278.37	\$ 4,694,902.21	
May	\$ 3,814,407.28	\$ 4,044,427.55	\$ 4,305,544.83	\$ 4,527,749.91	\$ 5,310,118.72	\$ 4,751,487.50	\$ 4,833,819.42	\$ 5,157,153.72	\$ 5,522,350.32	\$ 5,735,445.68	
June	\$ 3,543,826.22	\$ 3,833,299.78	\$ 4,050,119.50	\$ 4,269,430.36	\$ 4,774,273.97	\$ 4,548,342.21	\$ 4,722,890.55	\$ 4,942,895.82	\$ 5,182,878.37	\$ 5,336,547.51	Sales Tax Holiday April 25-27, 2008
TOTAL	\$ 45,231,008.12	\$ 46,171,114.72	\$ 48,148,168.21	\$ 49,937,500.62	\$ 58,879,778.02	\$ 55,450,826.84	\$ 56,282,522.04	\$ 59,426,621.10	\$ 62,365,894.89	\$ 64,410,406.69	
Increase/Decrease	(\$525,338.19)	\$340,106.60	\$ 1,977,053.49	\$ 1,789,332.71	\$ 8,942,377.10	(\$3,429,151.18)	\$ 831,895.20	\$ 3,144,099.08	\$ 2,929,273.79	\$ 2,054,818.80	
MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
July	\$ 5,593,532.25	\$ 6,102,328.70	\$ 6,902,369.20	\$ 7,463,613.69	\$ 8,433,496.17	\$ 9,802,378.64	\$ 9,779,447.70	\$ 10,312,318.25			
August	\$ 5,679,437.61	\$ 6,273,117.82	\$ 6,720,878.29	\$ 7,511,004.74	\$ 8,363,509.31	\$ 9,797,953.70	\$ 9,850,798.62	\$ 10,352,608.71			
September	\$ 5,358,830.74	\$ 5,898,213.41	\$ 6,460,370.74	\$ 7,120,547.50	\$ 7,883,492.57	\$ 9,349,554.18	\$ 9,560,533.39	\$ 10,301,882.38			
October	\$ 5,308,874.32	\$ 6,354,157.14	\$ 6,395,967.83	\$ 6,784,012.89	\$ 8,108,436.77	\$ 8,856,683.04	\$ 8,851,824.79	\$ 10,535,886.85			
November	\$ 5,730,063.05	\$ 6,184,829.87	\$ 6,395,604.71	\$ 7,188,367.05	\$ 8,365,183.70	\$ 9,188,248.15	\$ 9,053,081.77	\$ 10,213,668.28			
December	\$ 5,408,762.14	\$ 6,530,750.49	\$ 6,384,358.08	\$ 7,383,332.27	\$ 8,570,042.79	\$ 9,361,236.53	\$ 9,628,951.27	\$ 10,384,827.20			
January	\$ 5,735,987.68	\$ 6,387,449.34	\$ 6,800,428.75	\$ 7,837,887.96	\$ 9,259,650.75	\$ 8,431,133.77	\$ 9,818,552.06	\$ 10,380,528.50			
February	\$ 7,518,440.21	\$ 8,137,169.89	\$ 10,548,850.19	\$ 9,889,277.73	\$ 10,701,832.46	\$ 11,039,839.28	\$ 13,524,288.29	\$ 12,307,287.78			December (actual collection month) Typical Yearly High Sales Tax Collection Month
March	\$ 4,543,127.78	\$ 5,562,368.10	\$ 5,800,973.81	\$ 7,481,756.93	\$ 7,918,282.14	\$ 8,535,259.38	\$ 9,268,498.29	\$ 9,367,333.34			
April	\$ 5,260,194.37	\$ 5,805,081.08	\$ 6,028,256.10	\$ 5,902,081.34	\$ 8,117,715.68	\$ 8,480,877.06	\$ 9,444,604.94				
May	\$ 6,285,165.38	\$ 6,846,882.72	\$ 6,880,823.37	\$ 8,175,685.56	\$ 9,730,110.96	\$ 9,805,054.55	\$ 10,442,671.95				
June	\$ 5,960,030.33	\$ 6,657,454.42	\$ 6,433,852.03	\$ 8,629,253.78	\$ 9,586,050.79	\$ 9,701,363.71	\$ 10,154,998.89				
Total	\$ 88,789,254.28	\$ 97,857,838.89	\$ 101,432,895.89	\$ 112,126,833.61	\$ 128,068,283.80	\$ 113,374,170.00	\$ 118,383,827.81	\$ 144,168,120.27			
Increase/Decrease	\$ 4,387,846.56	\$ 7,068,703.64	\$ 4,065,035.39	\$ 10,503,938.23	\$ 12,931,450.29	\$ 3,313,336.20	\$ 6,028,807.92				
Kimberly B. Wiggins, Montgomery County Trustee, April 10, 2025											
Events that mark notable changes in Clarksville/Montgomery County Sales Tax Revenue						FISCAL YEAR					
Q3, 2007: The Worst Recession since the Great Depression began						2007-2008					
June, 2009: "Osoof" Ending of the Worst Recession since the Great Depression, per the Federal Government Officials						2007-2008					
October, 2010: "This is the Slowest and Feeblest Recovery in the U.S.A.'s History." -Dave Forbes						2007-2008					
First Quarter, 2011-4/13/11 WSJ called the US Economy "The Incredible Shrinking Recovery". The US Economy appears to have grown by little more than 1.5% in the 1st Qtr., well below the 4% annualized most expected back in January.						2007-2008					
It is so coincidental that bank earnings have been rising as well. Inflation/Stagflation, in the 3 months ending Feb., 2011, was running at an annualized rate of 5.6% and does not come close to compensating investors with their current low interest rate of .00%- .25%.						2007-2008					
WSJ "Great Symbolic Blow" 8/31/11 America Gets Downgraded from AAA+ to AA+ by Standard & Poor's now 18 countries in the world have a better credit rating than the U.S.A.						2007-2008					
Jan. 2013: THE NEW YORK TIMES Matthew R. Fisher "The latest green shoots of recovery in the United States already show signs of turning brown." Paul Krugman "Without a radical change in economic policy in both the United States and Europe, the likeliest outcome is a prolonged depression, perhaps not as "great" as in the 1930s but with clear similarities, above all in the immense human cost of needlessly high unemployment."						2007-2008					
Jan. 14, 2013: Heritock Semiconductor LLC delays the start up of the Clarksville facility						For Calendar Year 2013-Economists are predicting a 1.4% GDP					
October 14, 2013: Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800 million manufacturing facility in Clarksville/Montgomery County						WSJ 3/21/2018 Fed Saw Growth Ahead In Economy ... the Fed Funds Rate was raised from 1.50%-1.75% and the Fed's penciled in 2 more rate increases this year.					
December 18, 2014: Fort Campbell uncertainty and Hankook to close permanently. Leaf Chronicle						WSJ 8/21/2018 Fed Funds Rate 1.75%-2.00% APY					

**Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report**

	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>
<b>FY 2007-2008 Totals</b>	\$ 11,068,305.39	\$ 31,260,284.87	\$ 2,902,417.86	\$ 45,231,008.12
<b>FY 2008-2009 Totals</b>	\$ 11,282,434.89	\$ 31,923,859.91	\$ 2,964,819.92	\$ 46,171,114.72
<b>FY 2009-2010 Totals</b>	\$ 11,762,260.45	\$ 33,293,704.75	\$ 3,092,203.01	\$ 48,148,168.21
<b>FY 2010-2011 Totals</b>	\$ 12,160,832.28	\$ 34,564,521.72	\$ 3,212,146.92	\$ 49,937,500.92
<b>FY 2011-2012 Totals</b>	\$ 14,489,406.12	\$ 40,622,715.82	\$ 3,767,656.08	\$ 58,879,778.02
<b>FY 2012-2013 Totals</b>	\$ 13,594,753.04	\$ 38,301,020.55	\$ 3,554,853.25	\$ 55,450,626.84
<b>FY 2013-2014 Totals</b>	\$ 13,814,065.84	\$ 38,862,274.65	\$ 3,606,181.55	\$ 56,282,522.04
<b>FY 2014-2015 Totals</b>	\$ 14,467,222.96	\$ 41,136,304.15	\$ 3,823,093.99	\$ 59,426,621.10
<b>FY 2015-2016 Totals</b>	\$ 16,056,308.82	\$ 46,365,733.92	\$ 155,485.95	\$ 62,577,528.69
<b>FY 2016-2017 Totals</b>	\$ 16,672,053.56	\$ 48,246,975.49	\$ 166,878.05	\$ 65,085,907.10
<b>FY 2017-2018 Totals</b>	\$ 17,637,260.05	\$ 52,034,593.37	\$ 228,877.29	\$ 69,900,730.71
<b>FY 2018-2019 Totals</b>	\$ 19,073,787.26	\$ 59,323,678.41	\$ 408,095.19	\$ 78,805,560.86
<b>FY 2019-2020 Totals</b>	\$ 20,425,080.37	\$ 62,183,181.72	\$ 366,306.13	\$ 82,974,568.22
<b>FY 2020-2021 Totals</b>	\$ 23,436,271.61	\$ 70,146,468.64	\$ 366,580.31	\$ 93,949,320.56
<b>FY 2021-2022 Totals</b>	\$ 26,620,794.06	\$ 80,567,738.67	\$ 673,217.93	\$ 107,861,750.66
<b>FY 2022-2023 Totals</b>	\$ 27,826,067.56	\$ 84,863,158.25	\$ 712,368.17	\$ 113,401,593.98
<b>FY 2023-2024 Totals</b>	\$ 29,408,355.83	\$ 90,205,380.17	\$ 800,472.56	\$ 120,415,208.56

<b>FY 2024-25 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>
July	\$ 2,500,200.41	\$ 7,744,828.98	\$ 56,852.99	\$ 10,301,882.38
August	\$ 2,532,060.78	\$ 7,923,758.87	\$ 79,867.20	\$ 10,535,686.85
September	\$ 2,484,705.48	\$ 7,652,151.26	\$ 76,809.54	\$ 10,213,666.28
October	\$ 2,525,158.74	\$ 7,798,965.85	\$ 70,702.61	\$ 10,394,827.20
November	\$ 2,501,435.38	\$ 7,804,616.65	\$ 74,477.47	\$ 10,380,529.50
December	\$ 2,976,843.45	\$ 9,236,331.00	\$ 94,093.31	\$ 12,307,267.76
January	\$ 2,283,310.66	\$ 7,017,901.39	\$ 66,121.29	\$ 9,367,333.34
February			\$	-
March			\$	-
April			\$	-
May			\$	-
June			\$	-
<b>TOTALS</b>	<b>\$ 17,803,714.90</b>	<b>\$ 55,178,554.00</b>	<b>\$ 518,924.41</b>	<b>\$ 73,501,193.31</b>

## Melisa F. Smith

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**From:** Sydney M. Green  
**Sent:** Thursday, April 10, 2025 1:16 PM  
**To:** Melisa F. Smith  
**Cc:** Kimberly B. Wiggins  
**Subject:** American Financial Credit Services Information  
**Attachments:** TN Piggyback Clause.pdf; House Bill No. 358 - Bill Lee.pdf; HB2018 Sunset Removal of HB 358.pdf; 20220428-COLLECTION-SERVICE-FOR-DELINQUENT-TAXES-FOR-SUMNER-CO-TRUSTEE-RFP.pdf; 20220428 - SUMNER CO TRUSTEE - newspaper ads.pdf; AFCS Inc.-Response to Sumner County for Delinquent PP Tax Collection Service.pdf; 20220428 - SUMNER-TRUSTEE-bid-minutes-and-award.pdf; Sumner Contract Agreement 2022.pdf; Sumner County TN Contract 2024-08-19 (signed).pdf; AFCS Contract.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Melisa,

I have attached several documents related to our change to AFCS for Personal Property Collections. The documents include the bill itself and documents relevant to the Tennessee Piggyback Clause.

Thank you,

**Sydney Green** | Chief Deputy Trustee/Certified County Finance Officer | Montgomery County Trustee's Office  
Veterans Plaza | 350 Pageant Lane, Suite 101-B | Clarksville, TN 37040  
O: 931.648.5717 | F: 931.553.5132 | E: [simgreen@mcgtn.net](mailto:simgreen@mcgtn.net)



"Integrity, The choice between what's convenient and what's right".-Tony Dungy

### **PIGGYBACKING OFF ANOTHER COUNTY'S BID**

Using an existing governmental unit's bid to acquire the same good or services at the same price

- TCA 12-3-1203, sections a, b, and c
  - Part A: Counties may, upon request, purchase supplies, equipment, and services for another county or local government. Only applies to governments in Tennessee.
  - Part B: School departments may buy equipment under the same terms of a legal bid imitated by any other school department in Tennessee.
    - LEA must purchase directly from the vendor the same equipment at the same price and under the same terms as provided by any contract entered into by the other LEA for the purchase of the equipment.
    - The originating LEA has no liability or responsibility for these purchases.
  - Part C: Counties may purchase supplies, goods, equipment, and services under the contract of another local government of the state.
    - County must follow the same terms and rules as other purchases of the purchasing county (purchase orders, etc.)
    - May purchase without advertisement and complete bidding
    - County must purchase directly from the vendor the same supplies, goods, equipment, and services as provided by any contract entered into by the other local government.
    - The originating local government has no liability or responsibility for these purchases.
    - Part C does not apply to:
      - Purchases of new or unused motor vehicles, unless the motor vehicle is manufactured for a special purpose (school buses, ambulances, etc.)
      - Purchases related to any transportation or infrastructure project

### **DOCUMENTATION NEEDED:**

- Bid advertisement (from newspaper)
- Bid specs
- Copy of the awarded bid and approval
- Copy of the purchase contract if there was one

The department needs proof that the item was bid by the other local government and that the department is purchasing the same item at the same price as the original local government



SENATE BILL 2778  
By Bowling

HOUSE BILL 2018

By Marsh

AN ACT to amend Tennessee Code Annotated, Title 67,  
Chapter 5, relative to property taxes.

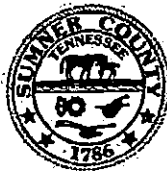
BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-5-2004(b)(2), is amended by  
deleting the subdivision in its entirety.

SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.







## *Sumner County Government*

355 N Belvedere Drive  
Gallatin, TN 37066

Bid Minutes

20220428

Collection Service for Delinquent Personal Property  
Taxes for Sumner County Trustee

Sealed bids were opened on April 28, 2022 at 10:00 AM CST. at the Sumner County Finance Department,  
355 N Belvedere Drive, Rm 302, Gallatin, Tennessee.

Present for the bid opening were:

Mindy Currey

Sumner County Finance

Leah May Dennen

Sumner County Law Director

Cindy Williams

Sumner County Trustee

Bid responses were received from the following:

American Financial Credit Services, Inc.

10333 N. Meridian Street, Suite 270 Indianapolis, IN 46290

**\*\*\*AWARDED\*\*\***

Liferequest Services

N2930 State Road 22, Wautoma, WI 54982

IC System, Inc.

444 Highway 96 E., St. Paul, MN 55127

TaxServ Capital Services, LLC

1458 Ingleside Ave., McLean, VA 22101



SUMNER COUNTY TRUSTEE

CINDY WILLIAMS  
TRUSTEE

355 BELVEDERE DRIVE N., ROOM 107  
GALLATIN, TENNESSEE 37066-5414  
PHONE (615) 452-1260 • FAX (615) 230-  
6315

Re: RFP # 20220428 Collection Service for Delinquent Personal Property Taxes

To Whom it May Concern,

This letter serves as confirmation that American Financial Credit Services, Inc. was awarded Sumner County bid RFP# 20220428 for the collection of delinquent personal property taxes.

Thank You,

Cindy Williams  
Sumner County Trustee

## **VENDOR SERVICE AGREEMENT**

This Vendor Service Agreement ("Agreement") by and between **Sumner County Tennessee ("Client")** at **355 N, Belvedere Drive, Gallatin, TN 37066** and **American Financial Credit Services, Inc. ("Agency")** at **10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as "**Client**" and "**Agency**", respectively).

### **WITNESSETH THAT:**

WHEREAS, Agency, duly licensed and bonded in the state of Tennessee and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction. **Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.
5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.
8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
9. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.
11. All money recovered on a referred account shall be applied in the following order:
  - A. Towards satisfaction of principal; and then
  - B. Agency fees.

*Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*

12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.
13. Unless otherwise notified in writing, Client designates the **Sumner County Trustee** as the County's contact and/or designee to discuss any account referred by Client.
14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.
16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.
17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.
18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.
20. Agency represents and warrants that:
  - A. Agency is a corporation and duly organized in Indiana and authorized to do business in Tennessee, validly existing, and in good standing under the laws of the State of Indiana and Tennessee;
  - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
  - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.



21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.
22. The Agreement construed in accordance with the laws of the State of Tennessee and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

**American Financial Credit Services, Inc.**

By: JW  
Josh Williams, Chief Executive Officer

Dated this 19<sup>th</sup> day of August / 2024  
Month Year

**Sumner County Tennessee**

By: Cindy Williams  
Cindy Williams, Sumner County Trustee

Dated this 19 day of August / 2024  
Month Year

**ADDENDUM A (Revised 11-4-2021)**  
**SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements Fee**

**Initial Fee:** 20% added to total balance on all delinquencies at time of placement for a period of sixty (60) days, paid by taxpayer.

**Standard Fee:** The Initial Fee will be adjusted to 25% on all placements remaining unpaid past sixty (60) days from the original placement date, paid by taxpayer.

Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.



**State of Tennessee**

**PUBLIC CHAPTER NO. 522**

**HOUSE BILL NO. 358**

**By Representatives Marsh, Lamberth, Sherrell, Todd**

**Substituted for: Senate Bill No. 563**

**By Senators Bowling, Walley, Pody**

AN ACT to amend Tennessee Code Annotated, Title 67, Chapter 5, relative to delinquent personal property taxes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-5-2004, is amended by designating the existing language as subsection (a) and adding the following:

(b)

(1)

(A) The county trustee may proceed against a taxpayer who is delinquent in the payment of tangible personal property taxes by retaining an agent to collect such delinquent tangible personal property taxes, plus interest authorized by law, reasonable costs, and legal fees, provided that the collection activities are in compliance with this subsection (b).

(B) If a collection agent is retained, the county trustee shall utilize the bidding procedures applicable to the county to select and retain the agent and shall notify the county legislative body of such action. The agent's collection fee shall not exceed thirty percent (30%) of tangible personal property taxes due, and the fee must be added to the total amount of delinquent tangible personal property taxes owed, plus interest authorized by law, reasonable costs, and legal fees.

(C) A contract or other arrangement entered into to retain a collection agent under this subsection (b) shall not provide that the compensation paid to the agent is conditioned on increasing tangible personal property tax collections in the county involved. A contract found to contain such language is void and unenforceable.

(D) An agent shall not communicate with the delinquent taxpayer or proceed upon the delinquent taxpayer's property unless authorization to take such action is provided in the contract. The agent shall not institute or undertake a collection or related activity in violation of the Tennessee Collection Service Act, compiled in title 62, chapter 20.

(E) An agent retained pursuant to this subsection (b) must be licensed and in good standing with the Tennessee collection service board.

(F) All foreclosures, seizures, litigation, or other judicial or non-judicial proceedings to enforce a tax lien or any similar rights to collect delinquent tangible personal property taxes, plus interest authorized by law, reasonable costs, and legal fees, must be in the name of the taxing jurisdiction as the plaintiff or claimant.

(G) An agent who also performs audit procedures shall not be retained to collect delinquent tangible personal property taxes under this section.

**HB358**

(2) This subsection (b) is repealed on July 1, 2024.

**SECTION 2.** This act takes effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 358

PASSED: May 3, 2021



CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES



RANDY MCNALLY  
SPEAKER OF THE SENATE

APPROVED this 26<sup>th</sup> day of May 2021



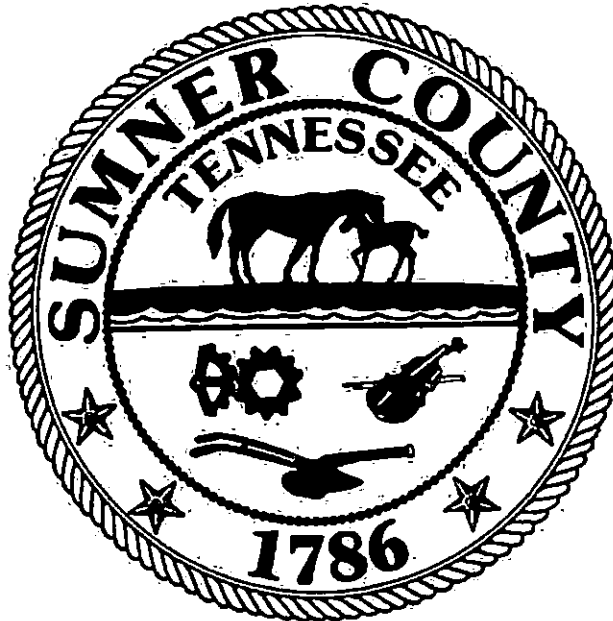
BILL LEE, GOVERNOR

# **REQUEST FOR PROPOSAL (RFP)**

## **SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE**

**20220428**

**COLLECTION SERVICE FOR DELINQUENT PERSONAL  
PROPERTY TAXES FOR SUMNER CO TRUSTEE**



**Purchasing Staff Contact:**

**Mindy Currey**

**(615) 442-1143**

**[mcurrey@sumnercountyttn.gov](mailto:mcurrey@sumnercountyttn.gov)**

**Release date: April 14, 2022**

**RFP due date: April 28, 2022 @ 10AM CST**

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Government.

Sumner County Government, herein known as Sumner County, is hereby requesting a proposal for Collection Service for Delinquent Personal Property Taxes utilized by the Sumner County Trustee.

Upon mutual agreement by all parties, Sumner County shall grant the right to extend the terms, conditions, and prices of contract(s) awarded from this RFP to other institutions (such as state or public agencies) who express an interest in participating in any contract that results from this RFP. Each of the "piggyback" institutions will issue their own purchasing documents for purchase of the goods and/or services. Proposer agrees that Sumner County shall bear no responsibility or liability for any agreements between proposer and the other institution(s) who desires to exercise the option.

#### **I. Proposal Specifications**

Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item, does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify the Sumner County purchasing supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified.

See following page(s) for complete specifications.

**Interested firms should submit a brief outline of their abilities to provide professional services including a process of collection to proceed against a taxpayer who is delinquent in the payment of tangible personal property taxes, plus interest authorized by law, reasonable costs, and legal fees, provided that the collection activities are in compliance with the State of Tennessee House Bill No. 358.**

### Proposal Package

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Two complete copies of the proposal or one sealed copy of the proposal along with a flash drive
- Evidence of a valid State of Tennessee business license and/or Sumner County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with the Sumner County insurance requirements, if work is performed on Sumner County property (see section IV)
- RFP Sheet/ Contact Information/ Certification by Vendor (Attachment 1)
- Signed and completed Statement of Non-Collusion (Attachment 2)
- Drug-Free Workplace Affidavit (Attachment 3) - Evidence of a company's safety program and, if supported, a drug testing program
- If proposal is in excess of \$25,000, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4) must be completed
- Attestation Re Personnel (Attachment 5) must be completed
- References (Attachment 6) must be completed if applicable
- Properly completed Internal Revenue Service (IRS) Form W-9

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

**Vendor Name/Contact Email Address  
RFP # AND TITLE  
DO NOT OPEN**

Sealed proposals must be physically received by April 28, 2022 @ 10 AM CST. Proposals received after that time will be deemed invalid. Sumner County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. Sumner County shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud on April 28, 2022 @ 10 AM CST at the address indicated below.

Proposals may be hand delivered or mailed to the following address.

Sumner County Government  
Attn: Purchasing Supervisor  
355 N Belvedere Drive, Room 302  
Gallatin, TN 37066

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least 90 days from the date of proposal opening to allow for evaluation of all proposals.

Samples of items, when called for, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten days of RFP opening, be returned at the proposer's expense. Each sample must



be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

Sumner County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

## II. Instructions for Proposal

### A. Responses

1. Proposal must include point-by-point responses to the RFP.
2. No erasures or white-out permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing the proposal.
3. The number of calendar days in which delivery is to be made after the receipt of the order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the proposal, proposer agrees that the delivery is to be made within ten business days of order.
4. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP. Proposal prices shall include delivery of all items F.O.B. destination.
5. New materials and supplies must be delivered unless otherwise specifically called for in the RFP.
6. Payment terms must be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by Sumner County.
7. Proposal must include a list of exceptions to the specifications, if any.
8. Proposal must include the legal name of the vendor and must be signed by a person legally authorized to bind the vendor to a contract.
9. Other than bonding requirements and business license, any and all proposal requirements must be met prior to submission. Bonding and business license requirements must be met before Sumner County signs contract.
10. The proposer understands and accepts the non-appropriation of funds provision of Sumner County.
11. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
12. Sumner County is tax exempt. Vendor shall not include taxes in proposal. Vendors making improvements or additions to or performing repair work on real property for Sumner County are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

### B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Sumner County. It can be obtained from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
  - Valid Tennessee driver's license or photo identification issued by department of safety
  - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee
  - U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad (DS-1350 or FS-545)

- Report of birth abroad of a U.S. citizen (FS-240)
  - Certificate of citizenship (N560 OR N561)
  - Certificate of naturalization (N550, N570, or N578)
  - U.S. citizen identification card (I-197 or I-179)
  - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).
3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Sumner County may rescind its acceptance of the proposal.

### **III. Insurance Requirements and Liability**

Each respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Sumner County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Sumner County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Sumner County may rescind its acceptance of the proposal.

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County has no obligation for the payment of any judgment, or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

### **IV. Clarification and Interpretation of RFP**

The words "must" and "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Sumner County.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to immediately notify Sumner County, via email at [purchasing@sumnercountyttn.gov](mailto:purchasing@sumnercountyttn.gov), of such matters.

All questions must be received by April 20, 2022. All inquiries to proposals will be posted on the Sumner County website at [www.sumnercountyttn.gov](http://www.sumnercountyttn.gov) under "Request for Proposal (RFP)" a minimum of 5 days before the proposal "deadline".

Unauthorized contact regarding this RFP with employees or officials of Sumner County other than persons named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the following persons (please copy both on any email):

<b>RFP Procedures:</b> Mindy Currey Purchasing/Payroll Clerk 355 N. Belvedere Drive, RM 302 Gallatin, TN 37066 mcurrey@sumnercountyttn.gov	<b>RFP Specifications:</b> LEAH DENNEN 615-451-6060 leahmay@sumnercountyttn.gov
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#### **V. Bonding Requirements**

For any construction contracts, contractor shall first execute a good and solvent bond before the contract can be awarded. The bond shall be for no less than twenty-five percent of the contract price on all contracts in excess of \$100,000.

#### **VI. Withdrawal or Modification of Proposal**

Proposals may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

#### **VII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the proposals to this RFP and making awards, Sumner County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price. Sumner County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

#### **VIII. Awarding of or Right to Seek a New Proposal**

Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

In case of vendor default, Sumner County may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their proposal, the contract, Sumner County policy, or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.

**IX. Open Records**

After a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public upon written request. Instructions can be found under the law director's tab on the Sumner County website ([www.sumnercountyttn.gov](http://www.sumnercountyttn.gov)). Summary information on proposals submitted will be posted on the Sumner County Finance website under the "Purchasing" tab.

**X. Assignment**

Neither the vendor nor Sumner County may assign this agreement without prior written consent of the other party.

**XI. Inspection of Purchases**

Articles received which are not equivalent will not be accepted. Vendor will be responsible for return of items. Sumner County shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Sumner County to use nonconforming materials, an appropriate reduction in payment may be made.

**XII. Invoicing**

Invoices are to be submitted to:

Sumner County Law Director  
355 N. Belvedere Dr, Room 303  
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the payment terms, the amount(s) due, and the due date. All invoices shall indicate any prepayment discounts.

**XIII. Contract Nullification**

Sumner County may nullify the contract at any time if, in the judgment of Sumner County, the vendor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the vendor(s), but no further sums shall be owed to the vendor(s). The agreement between Sumner County and the vendor (s) is contingent upon an approved annual budget allotment, and it is subject, with thirty days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

**XIV. Applicable Law**

Sumner County is an equal opportunity employer. Sumner County does not discriminate towards any individual or business based on race, sex, color, age, religion, national origin, disability, or veteran status.

The successful vendor agrees he/she shall comply with all local, state, and federal laws, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event any claims should arise with regard to this contract for a violation of any such local, state, or federal laws, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws of the State of Tennessee.

Sumner County does not enter contracts that provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

#### **XV. Data Privacy and Security**

Personal information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, or Gramm-Leach-Bliley or such information which would allow a third party to gain access to the personal, medical, or financial records of any party. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that vendor will maintain compliance with SSAE16 standard and shall undertake any audits and risk assessments vendor deems necessary to maintain compliance with SSAE16. Vendor shall provide Sumner County with the name and contact information for an employee of vendor who shall serve as Sumner County's primary security contact and shall be available to assist customer in a timely manner, as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall mitigate or resolve any security incident at vendor's expense and in accordance with application privacy rights, laws, regulations, and standards. Vendor shall reimburse Sumner County for actual costs incurred by Sumner County in responding to and mitigating damages caused by any security incident, including all costs of notice and/or remediation incurred under applicable law as a result of the security incident.

#### **XVI. Iran Divestment Act**

By submission of this proposal, each proposer and each person signing on behalf of any proposer, and in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. § 12-12-106.

**ATTACHMENT 1 – RFP Sheet/Contact Information/Certification by Vendor**

Sumner County Government  
355 N Belvedere Drive, Room 302, Gallatin, TN 37066

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Proposal Valid Thru Date: \_\_\_\_\_

Proposal Number/Title: 20220428 Collection Service for Delinquent Personal Property Taxes for Sumner Co Trustee

Deadline: April 28, 2022 @ 10 AM CST

Proposal Amount: Fill out, if applicable (for multiple years) ☐ check box if price list is attached

Year	Amount

**Contact person for project administration:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Certification by Vendor:**

I, the undersigned, certify that on behalf of vendor, I am authorized to attest and obligate the above certification and to legally bind vendor to these terms, conditions, and obligations.

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

## ATTACHMENT 2 – Statement of Non-Collusion

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent. The contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

### **ATTACHMENT 3 – Drug Free Workplace**

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and vendors to remain, or become and remain, drug-free. Abuse of and dependency on alcohol and/or drugs can seriously affect the health of employees, vendors, and citizens, can jeopardize personal safety, can impact the safety of others, and can impair job performance.

**Drug-Free Workplace Act of 1988** – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

**Omnibus Transportation Employee Testing Act of 1991** – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

**Right to an Alcohol and Drug-Free Workplace** - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

**Required Alcohol and Drug Tests** - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

**Contracts** – Any vendors providing goods or services to Sumner County Government must comply with all state and federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (*Attachment 3, page 2*).



**ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five or more employees contracting with Sumner County Government to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "company") and is duly authorized to execute this affidavit on behalf of the company.
2. The company submits this affidavit on behalf of the company.
3. The company is in compliance with all state and federal laws, rules, and regulations requiring a drug-free workplace program.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer (printed)

\_\_\_\_\_  
Principal Officer (signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me based on satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# **ATTACHMENT 4 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted, or had a civil judgement rendered against it
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

\_\_\_\_\_  
Company Legal Name

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.

**ATTACHMENT 5 – Attestation Re Personnel****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

**ATTACHMENT 6 – References**

1. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*Proposers may copy this page and submit additional references.*

**Sumner County, Tennessee**

**Collection Services for Delinquent Personal Property Taxes for Sumner County Trustee  
Compliant with the State of Tennessee House Bill NO. 358**

**Request for Proposal (RFP) Number 20220428**

**Due Date & Time:**

**April 28, 2022 @ 10:00 am CST**

<b>Prepared For:</b> Sumner County Government Attn: Purchasing Supervisor 355 North Belvedere Drive, Room 302 Gallatin, TN 37066	<b>Prepared By:</b> Noel Williams Vice President of Business Services (888) 317-2327 ext. 115 nwilliams@afcsonline.com
<b>Organization:</b> American Financial Credit Services, Inc 10333 N. Meridian Street, Suite 270 Indianapolis, IN 46290 (888) 317-2327	<b>Tennessee Secretary of State</b> Control Number: 001199823  EIN Number: 35-1917876

### Statement of Acknowledgment

American Financial Credit Services, Incorporated wholly adheres and complies with all terms, conditions, and obligations outlined in the Sumner County Purchasing Department Proposal #20220428.

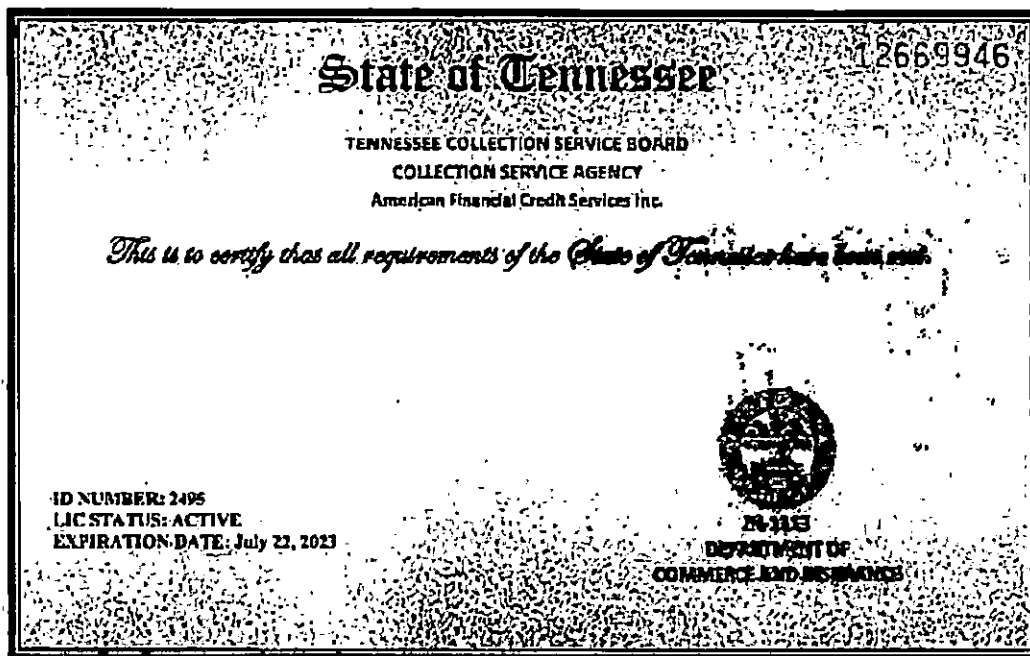
American Financial Credit Services, Incorporated agrees that it is permissible for other governments in Tennessee to contract for the services outlined in this proposal and at the same price offered in the proposal.

American Financial Credit Services, Incorporated guarantees that all information included in the proposal will remain valid for a period of at least 90 days from the date of proposal opening to allow for evaluation of all proposals.

### Proof of Licensure and Bond

State of Tennessee – Collection Agency License (page 2)

State of Tennessee – Collection Service License Bond & Continuation Certificate (page 3 & 4)





COLLECTION SERVICE LICENSE BOND  
STATE OF TENNESSEE

REQUIRED BY TENNESSEE CODE ANNOTATED, TITLE 62, CHAPTER 20

BOND NUMBER: 775223862 TN

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, AMERICAN FINANCIAL CREDIT SERVICES, INC. AGENCY LICENSE # \_\_\_\_\_

10333 N. MERIDIAN ST., STE. 270  
With its principal place of business at INDIANAPOLIS, IN 46220  
has applied for a license for the purpose of conducting and for operating a collection service pursuant to the provisions of Public Chapter 170, Section 6, Subsection 3, State of Tennessee.

WHEREAS, the said AMERICAN FINANCIAL CREDIT SERVICES, INC.  
10333 N. MERIDIAN ST., STE. 270  
with its principal place of business at INDIANAPOLIS, IN 46220  
operates such collection service under the name of AMERICAN FINANCIAL CREDIT SERVICES, INC.; and

WHEREAS, the laws of the State of Tennessee provide for the filing and maintaining with the Tennessee Collection Service Board a Surety Bond in the sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 \$25,000

NOW THEN, the undersigned AMERICAN FINANCIAL CREDIT SERVICES, INC.  
as principal, and the undersigned TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
a corporation, as surety, do hereby undertake and bind ourselves separately and collectively to the Tennessee Collection Service Board in the sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 \$25,000 conditioned upon the licensee faithfully and truly accounting to the licensee's clients within thirty (30) days after the close of each calendar month, unless otherwise provided by mutual agreement between the collector and the client. As provided in Title 62, Chapter 20, Tennessee Code Annotated.

THIS BOND is to be effective for a period of one (1) year from MAY 27, 2021  
to JANUARY 01, 2022

IN WITNESS WHEREOF, The Said Principal caused this instrument to be executed by its president and its corporate seal to be affixed hereto this day of 20 21.

ATTEST: BY Karen Williams AMERICAN FINANCIAL CREDIT SERVICES, INC.  
SECRETARY PRINCIPAL

State of Indiana Williams  
PRESIDENT

Signed at Hamilton Indiana on the 11th  
(County) (State)

day of June, 2021.

Personally appeared Kris Williams, Karen Williams before the undersigned notary public in and for the above named county and state, the day and date above named, and acknowledged the execution of the foregoing instrument to be voluntary act and deed of such applicant for the purposes therein set forth.

CONTINUATION CERTIFICATE

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

(hereinafter called the Company) hereby continues in force:

Bond No.: 775223862 TN

in the sum TWENTY-FIVE THOUSAND DOLLARS AND NO/100 \$25,000

on behalf of AMERICAN FINANCIAL CREDIT SERVICES INC.

in favor of the State of TENNESSEE

for the extended term JANUARY 01, 2022 and ending on

JANUARY 01, 2023 subject, however, to all the

covenants and conditions of said bond.

This Continuation Certificate is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 \$25,000.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 3RD DAY OF NOVEMBER, 2021.

AMERICAN FINANCIAL CREDIT SERVICES, INC.

By *[Signature]*

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

By *[Signature]*

BEN STIER, ATTORNEY-IN-FACT



**Insurance Requirements**

American Financial Credit Services, Incorporated will not have employees, contractors, or agents working on Sumner County properties and is not required to provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards.

**Liability (Indemnification/Hold Harmless)**

American Financial Credit Services, Incorporated shall protect, defend, indemnify, and hold harmless Sumner County from and against all claims, losses, demands, damages, and causes of action (including reasonable court costs and attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of American Financial Credit Services, Incorporated and its directors, officers, employees, agents, and designees.

**Primary Security Contact**

Noel Williams  
Vice President of Business Services  
10333 N. Meridian Street, Suite 270  
Indianapolis, IN 46290  
888-317-2327 Ext. 115  
nwilliams@afcsonline.com

**ATTACHMENT 1 – RFP Sheet/Contact Information/Certification by Vendor**

Sumner County Government  
355 N Belvedere Drive, Room 302, Gallatin, TN 37066

Company Legal Name: American Financial Credit Services, Inc.

Company Official Address: 10333 N. Meridian Street, Suite 270, Indianapolis, IN 46290

Company Website: www.afcsolutions.com

Company Phone: 888-317-2327

Date: 04/14/2022 Proposal Valid Thru Date: 07/14/2022

Proposal Number/Title: 20220428 Collection Service for Delinquent Personal Property Taxes for Sumner Co Trustee

Deadline: April 28, 2022 @ 10 AM CST

Proposal Amount: Fill out, if applicable (for multiple years) ☐ check box if price list is attached

Year	Amount
N/A	

**Contact person for project administration:**

Name: Noel Williams Phone: 888-317-2327 Ext. 115

Email: nwilliams@afconline.com

**Certification by Vendor:**

I, the undersigned, certify that on behalf of vendor, I am authorized to attest and obligate the above certification and to legally bind vendor to these terms, conditions, and obligations.

Noel Williams - Vice President & Treasurer

Authorized Company Representative Name and Title (printed)



Authorized Company Representative (signature)

04/14/2022  
Date

20220428 Collection Service for Delinquent Personal Property Taxes for Sumner Co Trustee

ATTACHMENT 2 – Statement of Non-Collusion

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent. The contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: American Financial Credit Services, Inc.

Address: 10333 N. Meridian Street, Suite 270, Indianapolis, IN 46290

Phone: 888-317-2327

Noel Williams - Vice President & Treasurer  
Authorized Company Representative Name and Title (printed)

  
Authorized Company Representative (signature)

04/14/2022  
Date

ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit

STATE OF Indiana

COUNTY OF Hamilton

The undersigned, principal officer of American Financial Credit Services, Inc. an employer of five or more employees contracting with Sumner County Government to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of American Financial Credit Services, Inc. hereinafter referred to as the "company" and is duly authorized to execute this affidavit on behalf of the company.
2. The company submits this affidavit on behalf of the company.
3. The company is in compliance with all state and federal laws, rules, and regulations requiring a drug-free workplace program.

Further affiant saith not.

Noel Williams

Principal Officer (printed)

Principal Officer (signature)

STATE OF Indiana

COUNTY OF Hamilton

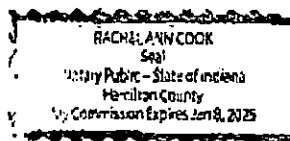
Before me personally appeared Noel Williams, with whom I am personally acquainted (or proved to me based on satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this 19<sup>th</sup> day of April, 2022.

Rachel Ann Cook

Notary Public

My commission expires: Jan. 8, 2025



**ATTACHMENT 4 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

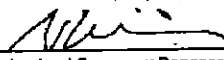
The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted, or had a civil judgement rendered against it:
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

American Financial Credit Services, Inc.  
Company Legal Name

Noel Williams - Vice President & Treasurer  
Authorized Company Representative Name and Title (printed)

  
Authorized Company Representative (signature)

04/14/2022  
Date

       I am unable to certify to the above statement. Attached is my explanation.

**ATTACHMENT 5 – Attestation Re Personnel**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

Company Legal Name:	American Financial Credit Services, Inc.
Federal Employer Identification Number (or Social Security Number):	35-1917876

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

Noel Williams - Vice President & Treasurer

Authorized Company Representative Name and Title (printed)



Authorized Company Representative (signature)

04/14/2022

Date

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**AMERICAN FINANCIAL CREDIT SERVICES**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ S Corporation ☒ C Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (S-C corporation, C corporation, P-Partnership) in the box below the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) in

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 10):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Payee is a resident alien/individual who is a U.S. citizen

5 Address (number, street, and apt. or suite no.) See instructions.

**10333 NORTH MERIDIAN STREET SUITE 270**

6 City, state, and ZIP code

**INDIANAPOLIS, IN 46290**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If this account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

000-00-0000

or

Employer identification number

35-1917876

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Backup withholding instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

*Joe Williams*

Date 1/5/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

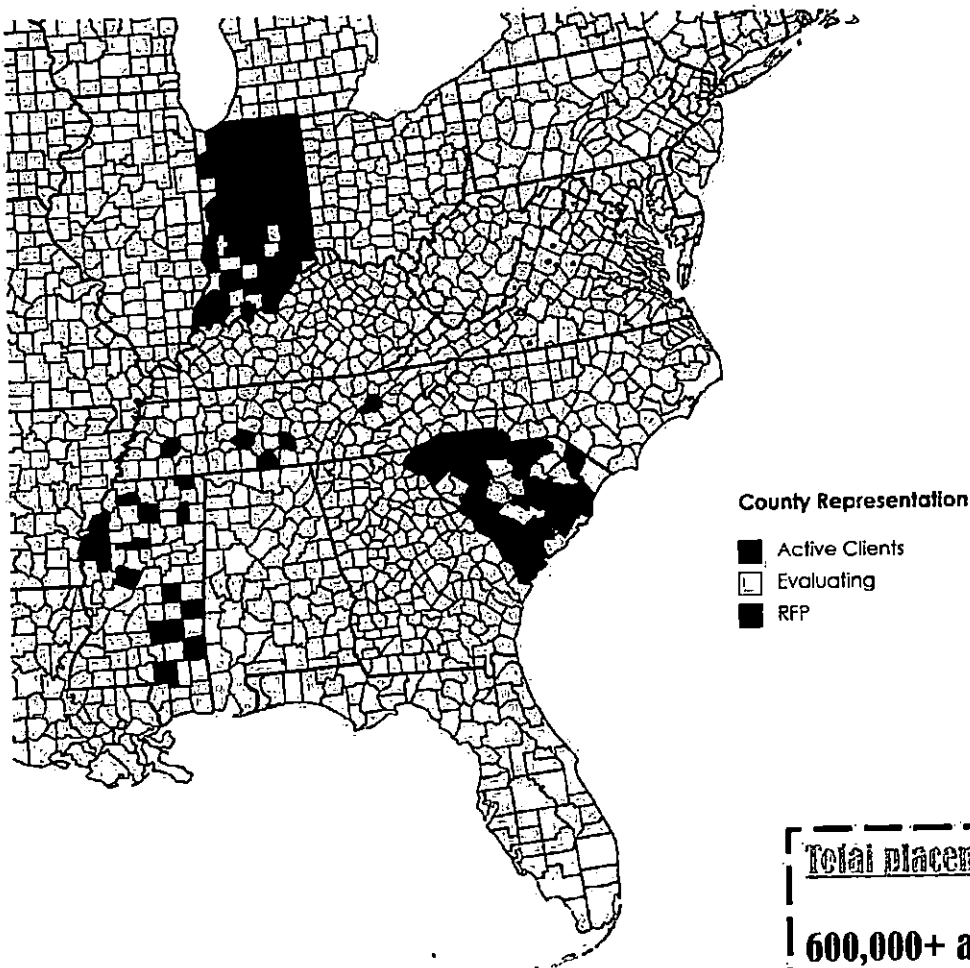
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## Intent to Bid

The purpose of this proposal is to inform Sumner County that American Financial Credit Services, Incorporated is highly interested in providing delinquent tax collection services on personal property tax accounts due to the Sumner County Trustee's office. Our firm has complete understanding of the scope of services outlined in the proposal, including but not limited to skip-tracing, billing, resolution, and collection on delinquent personal property accounts due to the county. Our company is in full compliance with the State of Tennessee House Bill No. 358. We are confident that we can successfully provide the services necessary to meet the needs of Sumner County. Since inception, our one hundred thirty (130) county clients have placed over six hundred thousand (600,000) accounts for more than five hundred million (\$500,000,000) dollars.



### Total placements

**600,000+ accounts**

**Over \$500,000,000**

### Total remittances

**Over \$115,000,000**



## **Mission and Philosophy**

For more than twenty-five (25) years, our client relationships have been based on mutual respect, trust, and most importantly friendship. We believe, in a world where people might shy away from relationships for fear of being disappointed and where vendors act more like adversaries than friends, to have a friend you must first be one. At AFCS, this philosophy is turned into action. You will see it in our program, our pricing, and in our day-to-day activities, all of which are designed to exceed client expectations.

## **Company Background & Services**

American Financial Credit Services, Inc. (AFCS) was established and incorporated on June 3<sup>rd</sup>, 1993. Our corporate office is located at 10333 N. Meridian Street, Suite 270, Indianapolis, IN 46290. There are twenty-five (25) team members employed by AFCS. AFCS is a 100% veteran owned business. Our company is a licensed collection agency conducting business in good standing in Indiana, South Carolina, Mississippi, and Tennessee (Tennessee Secretary of State Control #001199823, Collection Service Board ID #2495).

In 1993, AFCS began offering bad debt collection services to medical and commercial providers across the Midwest. In 2000, we were approached by our local Indiana County. The Hamilton County Commissioner's and Treasurer's offices needed a firm to support the Treasurer's office with collection of delinquent personal property tax judgments. Our company entered into a service agreement with Hamilton County in 2000 to provide collection services on ten (10) years of delinquent personal property tax judgments. To this day, Hamilton County continues to utilize our services. AFCS has since collected over four million five hundred thousand (\$4,500,000) dollars in delinquent tax debt for Hamilton County. Since 2000, we have signed service agreements with seventy-eight (78) Indiana County Treasurers' offices and continue to provide them with our delinquent personal property tax collection services.

In 2017, we started offering our services to South Carolina County Tax Collectors. Since 2017, we have signed service agreements with thirty-three (33) South Carolina County Tax Collectors' offices and continue to provide them with our delinquent personal property tax collection services. In 2020, we started offering our services to Mississippi County Tax Assessors/Collectors. Since 2020, we have signed service agreements with nineteen (19) Mississippi County Tax Assessor/Collectors' offices and continue to provide them with our delinquent personal property tax collection services. We are proud to state that our collection services have remitted over one-hundred million (\$100,000,000) dollars back to our Indiana county clients, over eleven million (\$11,000,000) dollars back to our South Carolina County clients, and over four million (\$4,000,000) dollars back to our Mississippi County clients in what was previously considered lost tax revenue.

Note: We have accomplished our county collection results without seizing any personal property from Indiana, South Carolina, or Mississippi taxpayers.

### **Company Background & Services (continued)**

Our staff works with taxpayers and County Trustees, Treasurers, Assessors, Auditors, and Tax Collectors offices to clean up and collect delinquent tangible personal property taxes. AFCS utilizes the national skip tracing service Lexis Nexis, the Secretary of State Business Entity Search, and internet search engines to locate and verify delinquent taxpayer contact information. All accounts placed with our office are mailed a standard personal property tax delinquent collection notice. Prior to being mailed, all letters are reviewed for address standardization and national change of address notifications. Additional letters are mailed to current or new addresses when necessary to collect the delinquent tax debt. A minimum of two (2) notices are mailed. Telephone information located from skip tracing results in a minimum of five (5) call attempts. Once contacted, taxpayers can pay in full or schedule a payment plan using multiple payment options, including by mail, phone, or online. Taxpayers are also provided the opportunity to schedule a weekly, bi-weekly, or monthly payment arrangement to resolve the outstanding tax debt using the same payment methods. Payment reminders are sent to the debtor by mail or email. If phone contact has not been made after thirty (30) days from the initial mailing, a subsequent notice is mailed. Additional call attempts are made, and letters are mailed to debtors who refuse to pay or break a payment plan.

Additionally, our staff works with taxpayers and county offices to correct any assessment errors where the taxpayer was out of business at the time of assessment. We provide taxpayers with contact information to the appropriate county office along with the proper forms and instructions on how to file these forms. Taxpayers are asked to provide a copy to our office so the account may be placed on a temporary hold while the forms are being processed by the county. We are proud to state that our work with taxpayers and our county clients has cleaned-up over thirty-five million (\$35,000,000) dollars in incorrect assessment records which have now been abated and removed from county tax rolls.

The objective of our collection efforts is to work with taxpayers, based on their financial ability, to resolve their tax debt. We pride ourselves on being able to support taxpayers and our county clients in resolving delinquencies without taking or recommending aggressive action allowed by statute.

The difference between American Financial Credit Services and its competitors is our experience, commitment, proven results, and transparency. Additionally, our performance is determined by a dedicated management and government team within AFCS. Our debt management professionals have a specialized working knowledge of government needs and are capable of addressing the complex regulatory requirements for government agency collections. Taxpayers are supported and treated with respect throughout the collection process. Regardless of a county population size, our solutions offer consistent levels of services across the spectrum of small or large counties. AFCS is an ethically and financially sound firm conducting operations in full compliance with all federal and state regulations.

### **Additional services provided to AFCS clients (no charge)**

Client portal: ability to view accounts and reports, audit collection process, connect securely to FTP

Reporting: remittance statements, status changes, activity, and actuarial analysis

Taxpayer website for online payments and real-time chat with collection representatives

Electronic placement file processing and electronic remittance payment file provided

Electronic funds transfer (wired to county banking institution)

### **Account Viewing & Reporting**

AFCS offers a secure web portal that provides clients with the ability to view accounts and audit our collection process. Clients have complete access to view account details including collector notes, mailed notices, addresses, phone numbers, account balances, and scanned documents. Our web portal provides clients with the ability to email our office directly from the portal while viewing a selected account. Clients can email required changes, recall requests, and placement amount adjustments. Clients can run and download custom CSV reports based on selection criteria. Our secure web portal also provides file transfer capabilities for client placement referrals, collection status reporting, electronic payment files, and remittance statements. Our web portal uses a 256-bit SSL certificate from Trustwave. This SSL Certificate provides encryption between your web browser and our web server so that personal information can be transmitted over the Internet securely. Our web portal also provides all our clients with monthly reports. Client offices currently have access on our company web portal to view and download the following reports:

Placement Acknowledgment Report – Provided after referral placement files have been processed

Debtor Activity Report – Detailed listing of every referred account since inception, collection results, status breakdown and recovery percentages, provided monthly and annually

Debtor Status Change Report – Accounting of time sensitive status changes, provided monthly

Actuary Report – Statistical reporting of placements by amount placed, amount collected, amount recalled and recovery percentage by month and since inception, provided monthly and annually

Remittance Statement – Detailed accounting of all payments posted by AFCS, provided monthly

Reports can be requested at any time by our clients and are available to view, download and print on local computers directly from our company web portal.

### **Pricing**

AFCS provides government bad debt receivable management services at no charge to our county clients. The collection fee is a separate charge based on a percentage of the tangible personal property taxes due. The fee is added to the total amount of delinquent tangible personal property taxes owed, plus interest authorized by law, reasonable costs, and legal fees. The fee is added on each delinquency at the time of placement and paid by the taxpayer. If we do not collect the delinquent tax amount placed with our office, the county is not charged for any services.

**Initial Fee: 20% added to total balance on all delinquencies at time of placement for a period of sixty (60) days, paid by taxpayer.**

**Standard Fee: The Initial Fee will be adjusted to 25% on all placements remaining unpaid past sixty (60) days from the original placement date, paid by taxpayer.**

## References

Similar government client references available upon request. AFCS is willing to provide the names and contact information for any of the seventy-eight (78) Indiana County Treasurers, thirty-three (33) South Carolina Treasurers/Tax Collectors, and nineteen (19) Mississippi Assessors/Tax Collectors for referral of our services.

State	Contact(s)	Title(s)	Phone Number
Indiana	Dottie Thomas	Vanderburgh County Treasurer	812-435-5256
	William Royce	Allen County Treasurer	260-449-7693
South Carolina	Maria Walls	Beaufort County Treasurer	843-255-2600
	Jason Phillips	Anderson County Treasurer	864-260-6342
Mississippi	LeRoy Belk	Lee County Tax Collector	662-432-2200
	Mike Lewis	Neshoba County Tax Collector	601-656-4541

## Team Arrangement

Name	Position	Job Duties (Role)	Tenure
	Vice President of Business Services	Oversee: Client Services Department, Information Technology Department, & Business Development	25 years
	Vice President of Resolution Services	Oversee: Resolution Services Department	16 years
	Director of County Relations - Indiana	Oversee: Indiana client relationships, marketing, and community outreach	9 years
	Director of County Relations - Mississippi & Tennessee	Oversee: Mississippi and Tennessee client relationships, marketing, and community outreach	5 years
	Director of County Relations - South Carolina	Oversee: South Carolina client relationships, marketing, and community outreach	4 years
	Manager of Client Services & Manager of Accounts Receivable Department	Management of Client Services Department and oversee Accounts Receivable Department	12 years
	Manager of Client Services & Manager of Accounts Receivable Department	Management of Client Services Department	15 years
	Manager of Resolution Services	Assist: Management of Resolution Services Department	9 years
	Training Manager	Assist: Management of Resolution Services Department	10 years

AFCS has sixteen (16) additional team members on staff that supports our company and our county clients as government tax collection representatives. AFCS has sufficiently staffed our company to manage the Sumner County referrals.

## Conclusion

If awarded the opportunity to serve the Sumner County Trustee's office, AFCS will provide exceptional services and results which reduce costs, improve collection processes, and increase revenue in a consistent and professional manner. Simply, there is nothing our company will not do to satisfy the needs of our clients.

The overarching impact of our commitment to providing exceptional collection services to our county clients has not only resulted in a vast amount of additional revenue to local Indiana, South Carolina, and Mississippi communities, it has significantly reduced the delinquent personal property tax rolls across these states. Where previously no significant action was taken to deal with these delinquencies, AFCS has been a reliable and consistent advocate and partner in assisting Indiana, South Carolina, and Mississippi Counties. We are proud to say that when Indiana, South Carolina, and Mississippi Counties are looking for a company to support them with collection services that meet their needs, they contact American Financial Credit Services. We are confident that we will be able to provide the same level of service in your county and across the great state of Tennessee. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Noel Williams', with a stylized, flowing script.

Noel Williams  
Vice President of Business Services

## **VENDOR SERVICE AGREEMENT**

This Vendor Service Agreement ("Agreement") by and between Sumner County ("Client") at 355 N. Belvedere Drive, Gallatin, TN 37066 and American Financial Credit Services, Inc. ("Agency") at 10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290 (hereinafter referred to as "Client" and "Agency", respectively).

### **WITNESSETH THAT:**

WHEREAS, Agency, duly licensed and bonded in the state of Tennessee and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.
5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.
7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.

8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
9. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to reconcile Agency fees herein agreed upon within thirty (30) days from the receipt of the Agency's monthly statement.
11. All money recovered on a referred account shall be applied in the following order:
  - A. Towards satisfaction of principal, interest; and then
  - B. Agency fees.

*Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*
12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.
13. Unless otherwise notified in writing, Client designates the *County Name* Trustee as the County's contact and/or designee to discuss any account referred by Client.
14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.
16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code. Once said accounts are recalled, Agency is owed no additional fees or costs from Client.
17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.
18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.
20. Agency represents and warrants that:
  - A. Agency is a corporation and duly organized in Indiana and authorized to do business in Tennessee, validly existing, and in good standing under the laws of the State of Indiana and Tennessee;
  - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
  - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.



21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supersedes all prior arrangements and understandings, oral and written, between the parties.
22. The Agreement construed in accordance with the laws of the State of Tennessee and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.
23. This Agreement shall remain in effect for a period of one (1) year, unless extended by the Client for an additional one (1) year term not to exceed two (2) annual renewals, or otherwise terminated as provided.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

**American Financial Credit Services, Inc.**

By:   
Noel Williams, Vice President

Dated this 23rd day of May / 2022  
Month Year

**Sumner County**

By:   
Cindy Williams, Sumner County Trustee

Dated this 7 day of JUNE / 2022  
Month Year

**ADDENDUM A  
SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements Fee**

**Initial Fee:** 20% added to total balance on all delinquencies at time of placement for a period of sixty (60) days, paid by taxpayer.

**Standard Fee:** The Initial Fee will be adjusted to 25% on all placements remaining unpaid past sixty (60) days from the original placement date, paid by taxpayer,

Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

## **VENDOR SERVICE AGREEMENT**

This Vendor Service Agreement ("Agreement") by and between Montgomery County Tennessee ("Client") at 350 Pageant Lane, Suite 101B, Clarksville, TN 37040 and American Financial Credit Services, Inc. ("Agency") at 10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290 (hereinafter referred to as "Client" and "Agency", respectively).

### **WITNESSETH THAT:**

WHEREAS, Agency, duly licensed and bonded in the state of Tennessee and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction. **Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.
5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.
8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
9. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.
11. All money recovered on a referred account shall be applied in the following order:
  - A. Towards satisfaction of principal; and then
  - B. Agency fees.

*Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*
12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.
13. Unless otherwise notified in writing, Client designates the **Montgomery County** Trustee as the County's contact and/or designee to discuss any account referred by Client.

14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.
15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.
16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.
17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.
18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.
20. Agency represents and warrants that:
  - A. Agency is a corporation and duly organized in Indiana and authorized to do business in Tennessee, validly existing, and in good standing under the laws of the State of Indiana and Tennessee;
  - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
  - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not

requires the consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.
22. The Agreement construed in accordance with the laws of the State of Tennessee and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

**American Financial Credit Services, Inc.**

By:

\_\_\_\_\_  
Josh Williams, Chief Executive Officer

Dated this \_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
Month Year

**Montgomery County Tennessee**

By:

  
\_\_\_\_\_  
Kimberly Wiggins, Montgomery County Trustee

Dated this 27<sup>th</sup> day of March / 2025  
Month Year

**ADDENDUM A (Revised 11-4-2021)**  
**SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements Fee**

**Initial Fee:** 20% added to total balance on all delinquencies at time of placement for a period of sixty (60) days, paid by taxpayer.

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Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

**ADDENDUM B**  
**ADJOINING MUNICIPALITIES AND CITIES**

Upon written notification from an authorized official of an adjoining municipality or city within the geographic area of the Client or under its jurisdiction, Agency will provide the aforementioned services of this Agreement under the same terms and conditions to that municipality or city. For the purposes of reporting and remittances, those adjoining services will be handled separately from the primary Client account.

The Board was adjourned at 6:40 P.M.