

# **FAYETTE COUNTY COMMISSION**

## **COMMITTEE AGENDAS**

**October 2024**

**Bill G. Kelley Criminal Justice Complex**

### **October 7, Monday**

#### **Personnel**

**-Not Meeting-**

#### **Health & Welfare**

**6:15pm**

1. Ambulance Reports (pg 2)
  - Runs Report
  - Collections Report
  - 90% Response Time Report
  - Monthly Budget Report
2. PetData Licensing contract (pg 6)
3. Solid Waste Landfill Closure for Road Construction (pg 19)
4. Solid Waste Office Purchase quotes (pg 20)
5. Solid Waste – Vendor Removal (pg 21)
6. Budget Amendment - Animal Shelter Confinement cages
  - Fund 101 – Moving from Reserve Account (pg 52)
  - Fund 172 – Incorporating into Budget (pg 53)

#### **Development**

**7:00pm**

1. Bernard Community Center Rental Agreement (pg 54)
2. Airport Budget Report (pg 64)
3. Airshow update
4. ID Board reappointment – John David Douglas
5. Site Development Engineering Review contract – Jim Atkinson (pg 65)

#### **Solar Farm Regulation Review Committee**

*(after Development Committee)*

1. Solar Farm Regulation Review Committee – Jim Atkinson

### **October 8, Tuesday**

#### **Education**

**5:30pm**

1. Budget Amendment – School General Fund 141 (pg 72)
2. Budget Amendment – School Federal Projects 142 (pg 74)

#### **Criminal Justice & Public Safety**

**6:15pm**

1. Sheriff's Report - August 2024 (pg 75)

#### **Budget**

**7:00pm**

1. PetData Licensing contract (pg 97)
2. Bernard Community Center Rental Agreement (pg 110)
3. Site Development Engineering Review contract – Jim Atkinson (pg 120)
4. Budget Amendment – School General Fund 141 (pg 128)
5. Budget Amendment – School Federal Projects 142 (pg 129)
6. Budget Amendment - Animal Shelter Confinement cages
  - Fund 101 – Moving from Reserve Account (pg 130)
  - Fund 172 – Incorporating into Budget (pg 131)



	<b>OUT OF AMBULANCES</b>						
	<b>2024-2025</b>	<b>OUT</b>	<b>NO AVAIL</b>		<b>2023-2024</b>	<b>OUT</b>	<b>NO AVAIL</b>
	JULY	12	0		JULY	24	2
	AUGUST	28	7		AUGUST	14	0
	SEPTEMBER	17	4		SEPTEMBER	27	2
	OCTOBER				OCTOBER	24	0
	NOVEMBER				NOVEMBER	16	6
	DECEMBER				DECEMBER	28	3
	JANUARY				JANUARY	34	6
	FEBRUARY				FEBRUARY	23	4
	MARCH				MARCH	9	0
	APRIL				APRIL	27	2
	MAY				MAY	26	5
	JUNE				JUNE	18	0
		57	11			270	30

ZONE BREAKDOWN 2024-2025	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DISTRICT 1 SOMERVILLE	101	95	118										314
DISTRICT 2 BRADEN	12	12	5										29
DISTRICT 3 PIPERTON	13	7	10										30
DISTRICT 4 OAKLAND	83	117	91										291
DISTRICT 5 GALLAWAY	9	19	23										51
DISTRICT 6 ROSSVILLE	17	17	15										49
DISTRICT 7 WILLISTON	15	14	9										38
DISTRICT 8 LAGRANGE	4	6	4										14
DISTRICT 9 MOSCOW	27	27	24										78
DISTRICT 10 WEST FAYETTE	18	23	32										73
DISTRICT 11 MACON	15	9	19										43
DISTRICT 12 NORTH FAYETTE	15	23	8										46
DISTRICT 13 NORTHEAST FAYETTE	15	11	4										30
DISTRICT 14 HICKORY WITHE	24	8	20										52
DISTRICT 15 STATION 15	3	2	6										11
HARDEMAN COUNTY	2	1	2										5
SHELBY COUNTY	0	0	0										0
TIPTON COUNTY	0	0	0										0
OTHER/EXCEPTIONS	1	1	2										4
HAYWOOD COUNTY	0	0	0										0
<b>Totals</b>	<b>374</b>	<b>392</b>	<b>392</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1158</b>
ZONE BREAKDOWN 2023-2024	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DISTRICT 1 SOMERVILLE	119	105	116	130	113	100	110	83	101	115	87	102	1281
DISTRICT 2 BRADEN	26	14	11	4	9	10	8	6	7	13	7	7	122
DISTRICT 3 PIPERTON	18	17	18	9	7	9	17	18	13	15	17	9	167
DISTRICT 4 OAKLAND	108	104	104	98	85	88	97	106	93	73	104	108	1168
DISTRICT 5 GALLAWAY	25	23	16	24	18	15	26	30	20	26	17	23	263
DISTRICT 6 ROSSVILLE	33	16	19	19	19	23	14	26	16	18	19	24	246
DISTRICT 7 WILLISTON	8	16	19	18	11	18	12	11	15	10	14	2	154
DISTRICT 8 LAGRANGE	6	5	4	6	5	4	10	4	6	3	2	10	65
DISTRICT 9 MOSCOW	36	26	19	20	30	31	29	28	22	21	25	15	302
DISTRICT 10 WEST FAYETTE	24	17	18	19	17	18	19	21	17	12	18	17	217
DISTRICT 11 MACON 1-EXCEPTION	15	16	14	11	22	16	17	13	15	20	14	17	190
DISTRICT 12 NORTH FAYETTE 1-EXCEPTI	8	15	15	10	13	14	6	7	19	12	19	12	150
DISTRICT 13 NORTHEAST FAYETTE	9	17	9	12	7	8	16	17	11	8	10	16	140
DISTRICT 14 HICKORY WITHE	30	26	32	32	26	23	23	26	20	29	30	22	319
DISTRICT 15 STATION 15	4	2	4	3	5	6	8	3	6	3	3	4	51
HARDEMAN COUNTY	0	0	0	0	0	0	0	1	1	2	1	0	7
SHELBY COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0
TIPTON COUNTY	0	0	0	0	0	0	0	0	1	0	0	0	1
OTHER/EXCEPTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
HAYWOOD COUNTY	0	0	2	0	0	0	0	0	0	0	0	0	2
<b>Totals</b>	<b>469</b>	<b>419</b>	<b>420</b>	<b>415</b>	<b>388</b>	<b>384</b>	<b>412</b>	<b>400</b>	<b>383</b>	<b>380</b>	<b>387</b>	<b>388</b>	<b>4845</b>

FAYETTE COUNTY AMBULANCE SERVICE

Revenues/Expenditures Report

2024-25

YTD%: 25.00%

CODE	DESCRIPTION	Amended Budget 2023-24	Amended Budget 2024-25	September Year-To-Date 2023-24	September Year-To-Date 2024-25	YTD percent of Budget
<b>REVENUE</b>						
43120	Patient Charges	\$ 2,200,000	\$ 2,200,000	\$ 376,737	\$ 382,369	17.38%
	<b>TOTAL</b>	\$ 2,200,000	\$ 2,200,000	\$ 376,737	\$ 382,369	
<b>EXPENSES</b>						
55130	Ambulance Service					
105	Director	\$ 143,100	\$ 144,690	\$ 26,500	\$ 26,500	18.32%
110	Lieutenant(s)	\$ 154,935	\$ 165,789	\$ 21,793	\$ 22,334	13.47%
161	Secretary	\$ 51,995	\$ 52,630	\$ 9,358	\$ 9,171	17.43%
164	Attendants	\$ 1,179,158	\$ 1,279,620	\$ 212,143	\$ 181,984	14.22%
169	Part-time Personel	\$ 146,812	\$ 154,598	\$ 23,199	\$ 40,137	25.96%
187	Overtime Pay	\$ 711,645	\$ 753,110	\$ 126,258	\$ 127,332	16.91%
201	Social Security	\$ 142,904	\$ 158,128	\$ 25,214	\$ 29,249	18.50%
204	State Retirement	\$ 86,575	\$ 111,647	\$ 18,422	\$ 12,892	11.55%
205	Employee & Dep. Insurance	\$ 225,000	\$ 240,000	\$ 53,229	\$ 19,045	7.94%
212	Employer Medicare	\$ 33,422	\$ 36,982	\$ 5,897	\$ 6,841	18.50%
302	Advertising	\$ -	\$ 2,000	\$ -	\$ -	0.00%
307	Communication	\$ 14,622	\$ 11,622	\$ 2,102	\$ 2,457	21.14%
312	Contracts w/ Private Agencies	\$ 66,000	\$ 60,000	\$ -	\$ 53,635	89.39%
318	Debt Collections	\$ 163,953	\$ 170,500	\$ 24,548	\$ 29,010	17.01%
320	Dues & Memberships	\$ 600	\$ 600	\$ 435	\$ -	0.00%
333	Licenses	\$ 3,250	\$ 4,200	\$ -	\$ 455	10.83%
335	Main & Repair - Bldg	\$ 10,500	\$ 9,000	\$ 3,229	\$ 4,398	48.87%
337	Maint & Repair-Equipment	\$ 3,300	\$ 3,300	\$ 1,645	\$ 122	3.70%
338	Maint & Repair-Vehicles	\$ 197,471	\$ 137,000	\$ 17,868	\$ 32,453	23.69%
348	Postage	\$ -	\$ 2,300	\$ -	\$ -	0.00%
349	Stationary and Forms	\$ -	\$ 500	\$ -	\$ -	0.00%
351	Rentals	\$ 2,175	\$ 2,350	\$ 390	\$ 539	22.95%
355	Travel	\$ -	\$ 2,000	\$ -	\$ -	0.00%
410	Custodial Supplies	\$ 2,700	\$ 2,500	\$ 564	\$ 627	25.08%
412	Diesel Fuel	\$ 36,351	\$ 51,351	\$ 9,534	\$ 3,365	6.55%
413	Drugs & Medical Supplies	\$ 114,390	\$ 125,300	\$ 27,939	\$ 28,015	22.36%
425	Gasoline	\$ 53,000	\$ 60,000	\$ 13,365	\$ 12,235	20.39%
435	Office Supplies	\$ 1,900	\$ 3,600	\$ 645	\$ 883	24.54%
451	Uniforms	\$ 3,000	\$ 7,000	\$ 548	\$ 729	10.42%
452	Utilities	\$ 10,000	\$ 10,000	\$ 2,279	\$ 2,433	24.33%
499	Other Supplies and Materials	\$ 2,908	\$ 20,000	\$ -	\$ -	0.00%
502	Building & Contents Insurance	\$ -	\$ 712	\$ -	\$ -	0.00%
506	Liability Insurance	\$ 35,325	\$ 38,505	\$ 35,325	\$ 38,214	99.24%
511	Vehicle Insurance	\$ 66,587	\$ 82,866	\$ 61,001	\$ 82,866	100.00%
513	Workman's Compensation Insurance	\$ 171,528	\$ 184,669	\$ 85,764	\$ 92,335	50.00%
524	In-Service	\$ 2,180	\$ 3,250	\$ 1,500	\$ 18	0.54%
708	Communication Equipment	\$ 3,560	\$ 3,700	\$ 2,200	\$ -	0.00%
709	Data Processing Equipment	\$ 2,140	\$ 4,500	\$ -	\$ 684	15.21%
711	Furniture and Fixtures	\$ -	\$ 2,200	\$ -	\$ -	0.00%
	<b>Total Ambulance Service</b>	<b>\$ 3,842,986</b>	<b>\$ 4,102,719</b>	<b>\$ 812,894</b>	<b>\$ 860,958</b>	<b>20.99%</b>
	<b>Over/(Under)</b>	<b>\$ (1,642,986)</b>	<b>\$ (1,902,719)</b>	<b>\$ (436,156)</b>	<b>\$ (478,589)</b>	
	<b>Number of Transports YTD</b>				919	
	<b>Total Ambulance Service Cost/Transport</b>				\$ 936.84	

## **AGREEMENT FOR ANIMAL LICENSING SERVICES**

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THIS AGREEMENT FOR ANIMAL LICENSING SERVICES ("Agreement") is made and entered into by and between FAYETTE COUNTY, TENNESSEE GOVERNMENT and hereinafter called "COUNTY," and PETDATA, INC., a Texas for-profit corporation, hereinafter called "CONTRACTOR," as of the date last signed by a party as reflected on the signature page of this Agreement ("the Execution Date").

For good and valuable consideration, COUNTY and CONTRACTOR agree as follows:

### **1. SERVICES**

For the consideration set forth below, CONTRACTOR agrees to provide to COUNTY the animal licensing services described under "CONTRACTOR's RESPONSIBILITIES" in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"), upon the terms and conditions of this Agreement. The Services relate to COUNTY's licensing and registration of pets. COUNTY agrees to perform "COUNTY's RESPONSIBILITIES" described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

### **2. OVERSIGHT AND COORDINATION**

All Services shall be performed to the reasonable satisfaction of COUNTY, as reasonably determined by COUNTY's Administrator or other person whom COUNTY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. COUNTY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of COUNTY, and to promptly notify CONTRACTOR of any changes to COUNTY'S monitoring designee or the contact information for COUNTY's monitoring designee.

### **3. PERFORMANCE OF SERVICES**

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a COUNTY location. COUNTY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to COUNTY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by COUNTY or any third party that are caused by (i) COUNTY or any of COUNTY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement.

### **4. CUSTOM SUPPLIES**

If COUNTY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, COUNTY will provide those supplies to CONTRACTOR without charge.

## **5. BANK ACCOUNTS**

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of COUNTY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by COUNTY (a “Bank Account”):

- A. An account established and maintained by COUNTY in its name at a bank or other financial institution (a “COUNTY Account”); or
- B. A separate account established and maintained by CONTRACTOR at a bank or other financial institution selected by CONTRACTOR in which will be deposited funds that relate solely to this Agreement (a “Maintained Account”).

COUNTY will initially designate the type of Bank Account to be utilized hereunder in a notice that COUNTY will deliver to CONTRACTOR during the Transition Phase in accordance with Section 11. COUNTY may thereafter change the designation of the type of Bank Account to be utilized hereunder from time to time upon notice to CONTRACTOR, and CONTRACTOR will have a reasonable time in order to effect any such requested change. COUNTY will reimburse CONTRACTOR for all out-of-pocket expenses incurred by CONTRACTOR in connection with any change in the type of Bank Account utilized hereunder. COUNTY acknowledges and consents that CONTRACTOR may make an initial deposit into a Maintained Account from CONTRACTOR’s funds in order to establish the account, which initial deposit will be refunded or otherwise reimbursed to CONTRACTOR. When a Maintained Account is closed, any funds remaining in the account after the payment of all amounts due COUNTY hereunder will belong to and be disbursed to CONTRACTOR.

## **6. COMPENSATION TO CONTRACTOR**

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

### **A. Basic Fees.**

COUNTY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by COUNTY, CONTRACTOR, veterinarians, or any other persons:

- 1) \$4.40 for each one-year license or replacement tag and for the first year for each multi-year license (which amount is subject to adjustment as provided below).
- 2) \$2.00 for each additional year after the first year for each multi-year license.
- 3) \$2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

The fee provided for in clause 1), above, will be adjusted as follows during any of the following periods that fall within the term of this Agreement: (a) commencing on the third (3rd) annual anniversary of the Execution Date and continuing until the fifth (5th) annual anniversary of the Execution Date, the fee provided for in clause 1), above, will be \$4.50; and (b) if the term of this Agreement is for more than five (5) years, then, commencing on the fifth (5th) annual anniversary of the Execution Date and continuing on each annual anniversary of the Execution Date thereafter throughout the remaining term of this Agreement, the fee provided for in clause 1), as previously adjusted, will increase by an amount equal to five percent (5%) of the fee under clause 1) that is in effect immediately prior to the respective anniversary, and the fee, as so increased, will thereupon become the fee payable under clause 1) unless and until further adjusted in accordance with this clause (b).

An animal license will be considered “issued” for purposes of this Agreement regardless of the means, method, program, process, or agency used for the issuance or registration of the license, and whether or not a fee or other consideration is charged or received by the COUNTY for the license. Without limiting the generality of the foregoing, an animal license that is donated or issued free of charge by the COUNTY or that is issued as part of a bundling of

COUNTY services or programs will be considered “issued” for purposes of this Agreement. Further, any animal license that is processed by CONTRACTOR for COUNTY during the term of this Agreement will be considered “issued” for purposes of this Agreement, whether or not the license was or is actually issued or delivered before, during, or after the term of this Agreement.

Notwithstanding the preceding provisions of this Section 6A, the parties agree that CONTRACTOR’s minimum aggregate fees under this Section 6A are \$6,000.00 per calendar year. In order to assure the payment of such minimum aggregate annual fees to CONTRACTOR, the parties agree that if the aggregate fees payable to CONTRACTOR under this Section 6A for a calendar month would, but for the application of this sentence, be less than \$500.00, then the aggregate fees payable to CONTRACTOR under this Section 6A for that calendar month will be \$500.00. However, the foregoing minimum monthly amount will not be applicable if the aggregate fees paid to CONTRACTOR under this Section 6A have already equaled or exceeded, or in the opinion of CONTRACTOR are reasonably expected to otherwise equal or exceed, \$6,000.00 for that calendar year. If the aggregate annual fees paid to CONTRACTOR under this Section 6A during any calendar year do not equal or exceed \$6,000.00, then CITYCOUNTY shall pay an amount equal to the positive difference between (i) the amount previously paid to CONTRACTOR for that calendar year and (ii) \$6,000.00, upon demand by CONTRACTOR. The \$6,000.00 minimum annual amount shall be prorated for any partial calendar year during the term of this Agreement. No delay or failure on the part of CONTRACTOR in imposing or collecting the aforesaid monthly minimum amount shall affect CONTRACTOR’s right to receive the aforesaid minimum aggregate annual fees or to collect the aforesaid minimum aggregate monthly amount either then or in the future. COUNTY acknowledges that the aforesaid minimum fee amounts apply only to the fees payable to CONTRACTOR under this Section 6A, and do not include, by way of example and not by way of limitation, any Start-Up Fee payable to CONTRACTOR under Section 6B.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that COUNTY adds, modifies, or eliminates any fees that are charged to Licensees during the term of this Agreement. COUNTY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term “Licensee” refers to any person who applies for an animal license to be issued by or on behalf of COUNTY.

B. Start-Up Fee.

Start-up fee is waived for this renewal agreement.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by COUNTY:

- 1) **Cost of Bank Account.** COUNTY will be responsible for all out-of-pocket costs related to any Bank Account. COUNTY will reimburse CONTRACTOR on a monthly basis for any out-of-pocket costs for a Bank Account that are paid by CONTRACTOR. COUNTY may request copies of the bank statements for a Maintained Account at any time and CONTRACTOR will provide available bank statements for that Maintained Account within five business days after a request is received by CONTRACTOR.
- 2) **Bank Deposit Mailing Fees.** If COUNTY requires CONTRACTOR to deposit money into a COUNTY Account other than at a branch located in the COUNTY where CONTRACTOR’s principal office is located, CONTRACTOR may make any deposit to that COUNTY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by COUNTY and included in invoices submitted to COUNTY for the Services.



- 3) **Postal Box/Mail Forwarding Fee.** If COUNTY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, COUNTY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.
- 4) **Supply Fee.** If COUNTY requests changes to supplies or notices that it has previously approved, including but not limited to fee or program changes, COUNTY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If COUNTY terminates this Agreement for any reason other than for cause, COUNTY will remain responsible for the actual cost of supplies purchased on its behalf.
- 5) **Lock Box Fees.** If COUNTY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by COUNTY.

**D. Charges to Licensees.**

COUNTY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, except as otherwise provided below:

- 1) \$2.00 for each on-line transaction engaged in by a Licensee.
- 2) CONTRACTOR may charge a fee to a Licensee of no more than \$25.00 (or, if lower, the maximum amount permitted by applicable law from time to time in effect) for each check or other payment from that Licensee that is returned uncollected for any reason. Any such returned item fee related to a Maintained Account that is actually collected shall be deposited into the Maintained Account and shall be for the benefit of COUNTY; otherwise the fee shall be retained by CONTRACTOR.

**7. MODIFICATIONS OF SERVICES**

If COUNTY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and COUNTY in a written modification to this Agreement that is signed by COUNTY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written modification of this Agreement. Without limiting the other types of services that may be considered to be outside of the scope of the Services described in this Agreement, the following types of Services would be considered to be outside of the scope of the Services described in this Agreement and, therefore, the subject of additional compensation to CONTRACTOR: customized software projects; requests for new features in CONTRACTOR's software; or requests for CONTRACTOR to implement new procedures or operations. COUNTY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event COUNTY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

**8. REPORTS**

A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to COUNTY in a format that is mutually agreed upon by COUNTY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.

B. Reports from COUNTY. Within 10 calendar days after the end of each calendar month during the term hereof, COUNTY will submit a report to CONTRACTOR of all license fees that COUNTY has received during the

preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

## **9. PAYMENTS**

A. COUNTY Account Used. If and for so long as a COUNTY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to COUNTY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. COUNTY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days after the date CONTRACTOR submits the invoice to COUNTY. Invoices that are not timely paid will, at CONTRACTOR's option, bear interest from the 30th day after the date that CONTRACTOR submits the invoice to COUNTY until paid at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum annual rate of interest permitted from time to time under applicable law (or if those rates are the same, then at the rate determined under either clause). Invoices will be submitted electronically to the e-mail address that COUNTY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as COUNTY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR.

B. Maintained Account Used. If and for so long as a Maintained Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9A shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR shall remit to COUNTY the residual amount, if any, of all license fees collected by CONTRACTOR hereunder during the preceding calendar month after deducting therefrom all fees, costs, expenses, and reimbursements due CONTRACTOR hereunder. If at any time the funds in the Maintained Account are not sufficient to fully pay amounts due to CONTRACTOR hereunder, then CONTRACTOR may recoup any shortfall from any subsequent payments due to COUNTY under this paragraph until all sums due CONTRACTOR have been fully paid.

C. Direct Collections by COUNTY. If COUNTY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, COUNTY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit into a Maintained Account, if a Maintained Account is in effect, or retain the amount. In either event, COUNTY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by COUNTY may be determined and paid in accordance with this Agreement.

## **10. TERM**

The initial term of this Agreement will commence on October 1, 2024 and will expire on September 30, 2025, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement.

## **11. TRANSITION PHASE**

[This section intentionally omitted.]

## **12. PERMITS AND REQUIREMENTS**

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by COUNTY or its governing ordinances for the performance of the Services. COUNTY agrees to provide CONTRACTOR with a list of any and all such permits

and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

**B. Legal Requirements.**

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or COUNTY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. COUNTY shall notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which COUNTY obtains actual knowledge during the term of this Agreement.

**13. COVENANTS REGARDING DATA**

CONTRACTOR agrees that it will not, without COUNTY's consent, use personal data collected on behalf of COUNTY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to COUNTY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

**14. INDEMNITY**

Subject to the limitations on CONTRACTOR's liability set forth elsewhere in this Agreement, CONTRACTOR agrees to indemnify and hold harmless COUNTY and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's gross negligence or willful misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and COUNTY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

**15. INSURANCE REQUIREMENTS**

CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement:

A. Commercial Liability Insurance with a minimum combined single limit coverage of \$1,000,000 per occurrence, and a \$2,000,000 General Aggregate Limit for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof.

B. Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction or employees engaged in the performance of the work or services of not less than \$1,000,000 per accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

CONTRACTOR shall furnish evidence of such coverage to COUNTY and will provide 30 days' written notice of policy lapse or cancellation, or of a material change in policy terms.

CONTRACTOR does not own any vehicles. However, CONTRACTOR does have coverage for non-owned vehicles under its commercial liability policy. Therefore, CONTRACTOR does not carry and shall not be obligated to carry separate automobile liability coverage.

## **16. TERMINATION**

### **A. Expiration.**

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

### **B. For Cause.**

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after COUNTY notifies CONTRACTOR of the breach and specifies the details of the breach, COUNTY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

### **C. Termination of Licensing Program.**

COUNTY may terminate this Agreement upon not less than 90 days prior notice to CONTRACTOR if COUNTY determines to terminate its animal licensing program. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination plus an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the Execution Date until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for its lost revenue resulting from the early termination of this Agreement by COUNTY and is not a penalty.

## **17. UNFORESEEN CIRCUMSTANCES**

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor dispute or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide notice to COUNTY of any event described in this Section within ten (10) business days after the occurrence of such event.

## **18. RECORDS/AUDIT**

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to COUNTY or destroyed, at COUNTY's option and at COUNTY's expense in either case. During the term of this Agreement and for a period of three years thereafter, COUNTY shall have the right to inspect and audit, at COUNTY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

## **19. NOTICES**

Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to COUNTY shall be addressed as follows:

Fayette County Mayor's Office  
c/o Charles McNab, Budget Director  
PO Box 218  
13095 North Main Street  
Somerville, TN 38068  
Fax: 901-465-5229

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President  
PetData, Inc.

P.O. Box 141929 (if mailed)  
Irving, Texas 75014-1929

8585 N Stemmons Fwy, Suite 1100N (if delivered)  
Dallas, Texas 75247

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to COUNTY under this Agreement.

## **20. CONTRACTOR'S SYSTEM**

COUNTY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. COUNTY acknowledges that COUNTY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. COUNTY further acknowledges and agrees that any information that COUNTY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by COUNTY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that COUNTY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. COUNTY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

## **21. MISCELLANEOUS**

A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state in which COUNTY is located.

B. Relationship of Parties.

The relationship of COUNTY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party.

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the transfer of CONTRACTOR's interest in this Agreement to an affiliate of CONTRACTOR or in connection with a merger, consolidation, sale of substantially all of CONTRACTOR's assets, or business combination involving CONTRACTOR shall not be deemed to be an assignment in violation of this Section, provided that such transferee shall be subject to all of the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The term "or" includes "and/or." All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to "\$", "dollars", or other sums of money shall refer to U.S. Dollars. References in this Agreement to "business days" shall refer to days other than Saturdays, Sundays, or other days on which COUNTY offices are closed. Any references in this Agreement to "days" other than business days shall refer to calendar days. Time is of the essence of this

Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

[Signature page follows]

EXECUTED by COUNTY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

**COUNTY:**

FAYETTE COUNTY, TENNESSEE GOVERNMENT

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

Printed Name: Rhea Taylor

Title: County Mayor

Date of Execution: \_\_\_\_\_

**CONTRACTOR:**

PETDATA, INC.

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

Printed Name: \_\_\_\_\_

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

Date of Execution: \_\_\_\_\_



EXHIBIT A  
Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
  - A. Receive and process animal license applications through the mail.
  - B. Provide online licensing and process applications initiated through CONTRACTOR's website.
  - C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
  - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
  - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or COUNTY policy.
  - F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
  - G. If CONTRACTOR collects any payments due COUNTY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
  - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and COUNTY.
  - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if COUNTY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
  - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
  - B. Provide customer service to COUNTY staff, and respond to COUNTY requests in a timely fashion.
  - C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
  - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
    - 1) Track tag inventories at all authorized registrars, and reconcile reports.
    - 2) Invoice authorized registrars for licenses sold as needed

- B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by COUNTY.
  - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to COUNTY as needed.
- 5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.
- 6. Reporting to COUNTY
  - A. Send reports to COUNTY within 15 business days after the end of each month including the number of licenses sold at each location.
  - B. Provide statistical reports to COUNTY as requested within a timely manner. Depending on the information requested, CONTRACTOR can provide most reports within five business days.

#### COUNTY RESPONSIBILITIES

- 1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.
- 2. Report COUNTY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
- 3. Give CONTRACTOR at least 60 days' notice of license fee or ordinance changes.
- 4. Respond to CONTRACTOR inquiries in a timely fashion.
- 5. Provide feedback to CONTRACTOR regarding program and customer matters.

# Memorandum

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**To:** Health and Welfare Committee

Fayette County Commission

**From:** Fayette County Solid Waste

**Date:** 10/03/2024

**Re:** 1 day Shutdown for road construction requested by Coffee Construction

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Fayette County Solid Waste is being asked by Coffee Construction to shut down for 1 business day to work on the landfill road.

October 26<sup>th</sup> 2024

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**CONFIDENTIAL**

# Memorandum

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**To:** Health and Welfare Committee

Fayette County Commission

**From:** Fayette County Solid Waste

**Date:** 10/01/2024

**Re:** New Office Building

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Fayette County Solid Waste would like to present quotes on a new office building.

1.) Dick Moore Housing: \$162,937.00 -56x26

(Includes water, sewer, & electrical hookup)

2.) Clayton Homes: \$122,976 -44x24

(Includes water, sewer, & electrical hookup)

3.) Tennessee Home Center: \$88,000.00

(Does not include water, sewer, or electrical hookup)

4.) Bobby McBryde: Verbal Quote \$326,000.

(1500Sq Ft Metal Building)

# Dick Moore Housing

Dick Moore Housing

6565 US Highway 51 N, Millington, TN 38053

901-873466

BUYER(S) <b>Terry Chambers</b>		PHONE <b>731-780-2711</b>		DATE <b>9/30/2024</b>	
ADDRESS <b>11675 Hwy 76 S., Somerville, TN 38068</b>				SALES PERSON <b>Mitch Pike</b>	
DELIVERY ADDRESS <b>11675 Hwy 76 S., Somerville, TN 38068</b>					
MAKE & MODEL <b>Champion Home Builders, Inc Keystone</b>		YEAR <b>2024</b>	BEDROOMS <b>3</b>	FLOOR SIZE <b>L 56   W 26</b>	HITCH SIZE <b>L 60   W 26</b>
SERIAL NUMBER		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		COLOR <b>See Remarks</b>	PROPOSED DELIVERY DATE
KEY NUMBERS					

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION	BASE PRICE OF UNIT		
CEILING					154,437 .00	
EXTERIOR				OPTIONAL EQUIPMENT	.00	
FLOOR						
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.				SUB-TOTAL	154,437 .00	
				SALES TAX	.00	
				OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES		
				*water hookup		2,000 .00
*sewer hookup		2,500 .00	NON-TAXABLE ITEMS		8,500 .00	
*electrical hookup		4,000 .00	VARIOUS FEES AND INSURANCE		.00	
*Non-Taxable Items			CASH PURCHASE PRICE		162,937 .00	
			TRADE-IN ALLOWANCE		0 .00	
			LESS BAL DUE on above		0 .00	
			NET ALLOWANCE		0 .00	
			CASH DOWN PAYMENT		0 .00	
			CASH AS AGREED		0 .00	
			LESS TOTAL CREDITS		0 .00	
			SUB-TOTAL		162,937 .00	
			SALES TAX (if not included above)			
			Unpaid Balance of Cash Sale Price		162,937 .00	
REMARKS: Includes delivery, set up, piers, vinyl skirting, AC, appliances, 2 loads of dirt if needed and 1 set of steps. Customer is responsible for site prep, permits, proof of septic thru local zoning all utility connections to the home						
Wheels, axles, lights, coupling and drawbar used in transporting the purchased Unit are not included in the sale of the purchased Unit and shall remain the property of the Dealer unless otherwise stated in the Agreement as agreed to by the parties or as otherwise disclosed as required by federal, state or local law or rule.						

DESCRIPTION OF TRADE IN <b>NO TRADE IN</b>		MAKE	MODEL	YEAR
COLOR	BEDROOMS	SIZE	TITLE NO.	SERIAL NO.
AMOUNT / PAYING \$	TO WHOM	ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER		

Buyer is purchasing the above described manufactured home, the optional equipment and accessories, the insurance has been voluntary; the Buyer's trade-in is free from all claims whatsoever, except as noted.

THE REVERSE SIDE of this Agreement contains ADDITIONAL TERMS AND CONDITIONS, including, but not limited to, provisions regarding WARRANTY, EXCLUSIONS AND LIMITATIONS OF DAMAGES

Dealer and Buyer acknowledge and certify that such (the) additional terms and conditions printed on the other side of this Agreement are agreed to as part of this Agreement, the same as if printed above the signatures.

The Agreement contains the entire Agreement between the Dealer and Buyer and no other representation or inducement, verbal or written, has been made which is not contained in this Agreement. Buyer(s) acknowledge receipt of a copy of this Agreement (order) and that Buyer(s) have read and understand the back of this Agreement.

**Dick Moore Housing** DEALER SIGNED x \_\_\_\_\_ BUYER

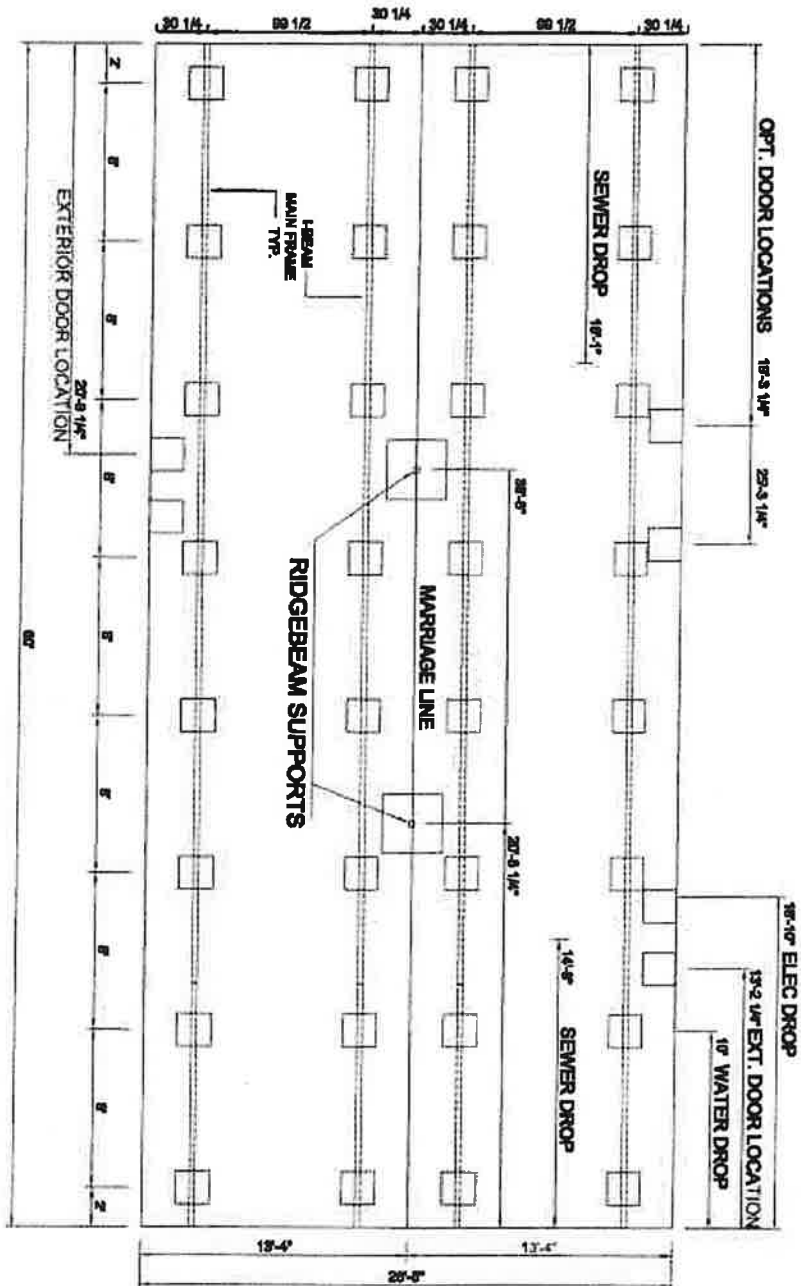
Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

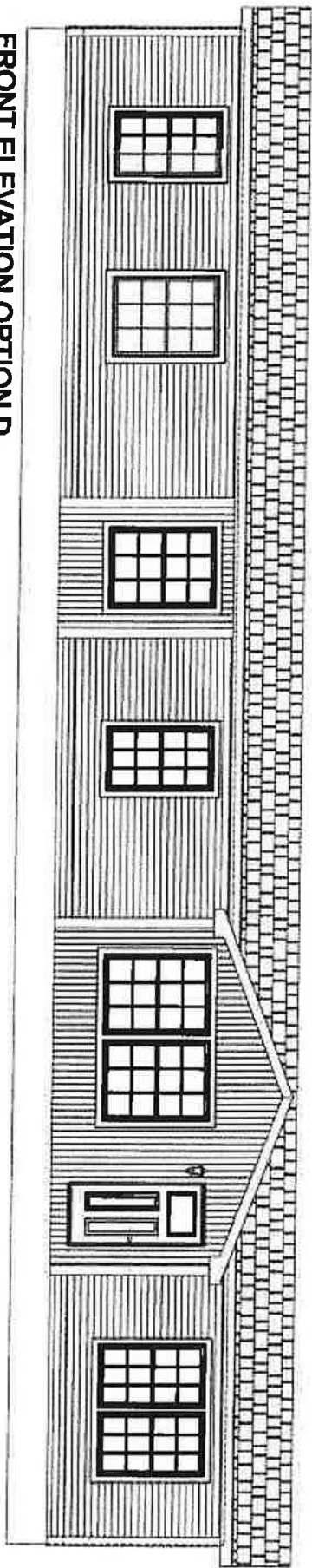
BY \_\_\_\_\_ SIGNED x \_\_\_\_\_ BUYER

Approved

THIS DRAWING IS A CORRECTION, REINTERPRETATION OF THE FOUNDATION FOR THE FORWARD CONSTRUCTION OF THIS MODEL. REFER TO THE CHAIRMAN SET-UP MODEL, TO HAVE A FURTHER SET-UP FOR ALTERNATE OR OTHER CONSTRUCTION AS WELL AS ADJUSTMENTS FOR ELECTRIC, MECHANICAL, WATER, AND GAS WORK. REFER TO CHAIRMAN SET-UP MODEL FOR INSTALLATIONS AND RECONSTRUCTION.

**PRINT IS SUBMITTED FOR  
BID PURPOSES ONLY.**





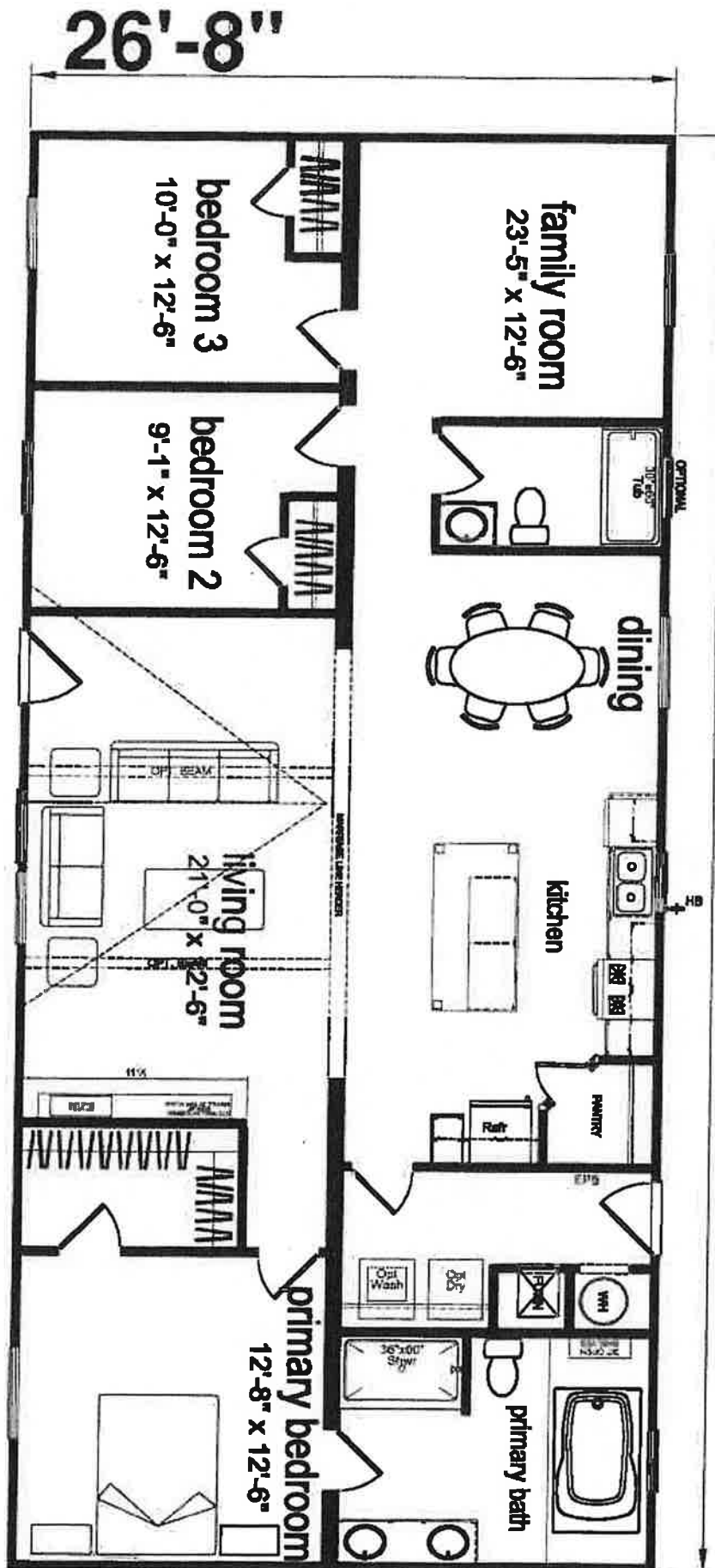
**FRONT ELEVATION OPTION D**

<b>CHAMPION</b> <b>HOME BUILDERS</b> <small>200 N. 10TH STREET, SUITE 100, OKLAHOMA CITY, OK 73102</small>		<small>PROJECT:</small> <b>Ascend</b> <b>Elevation D</b>	<small>TITLE:</small> <b>ELEVATIONS</b>	<small>SHEET:</small> <b>EV-101</b>
	<small>MODIFICATION:</small>	<small>DRAWING BY:</small> JES <small>DATE:</small> 05-24-23 <small>SCALE:</small> 1/4" = 1'-0"	<small>PLANES/SECTION ELEVATION D</small>	<small>PROPERTY AND CONSTRUCTION INFORMATION AND COORDINATION WITH OTHER DRAWINGS TO BE PROVIDED BY CHAMPION</small>

60'-0"

OPTIONAL

Keystone



**2860H32A2M Keystone**  
 3 Bedroom 2 Bath  
 60'-0" x 26'-8"  
 1600 Sq. Ft. Total

CHAMPION

HOME BUILDERS

2000 W. 10th Street, Suite 100, Oklahoma City, OK 73106

LOOKS LIKE

PROJ. 21-2860H32A2M  
 60'-0" x 26'-8"  
 3 BD 2 BT

DATE: 01-04-08

TITLE

LITERATURE  
 PLAN

1. EXAMINE 1.2860H32A2M KEYSTONE

REMARKS

L-102

PROFESSIONAL AND COMPETITIVE  
 ARCHITECTURAL AND CONSTRUCTION  
 CONSULTING SERVICES, INC.



\$ 88,000.00

Tennessee Home  
center

# THRILL

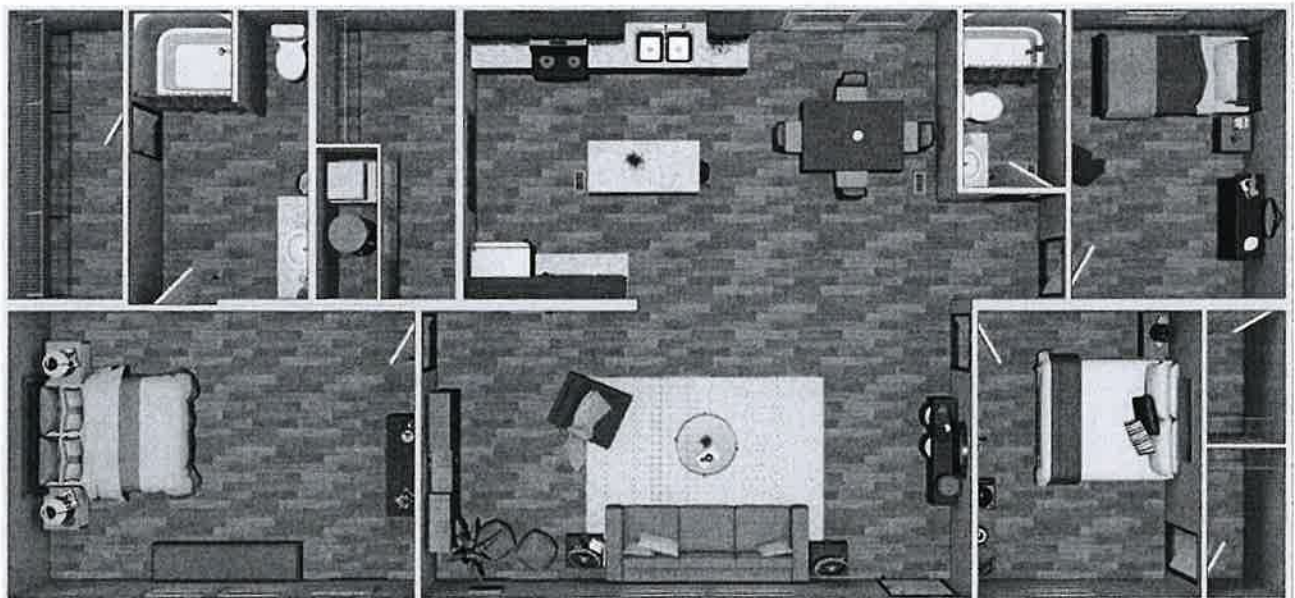
3 beds // 2 baths // 1475 sq ft

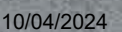
LET'S TALK ([HTTPS://OWNTRU.COM/LETS-TALK/?MODELNUMBER=TRU28563RH](https://owntru.com/lets-talk/?MODELNUMBER=TRU28563RH))



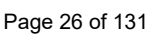
View ☒ 3D ☐ 2D

[Print Brochure \(https://owntru.com/wp-content/uploads/2024/01/TRU28563R-Thrill-REV12-23.pdf\)](https://owntru.com/wp-content/uploads/2024/01/TRU28563R-Thrill-REV12-23.pdf)





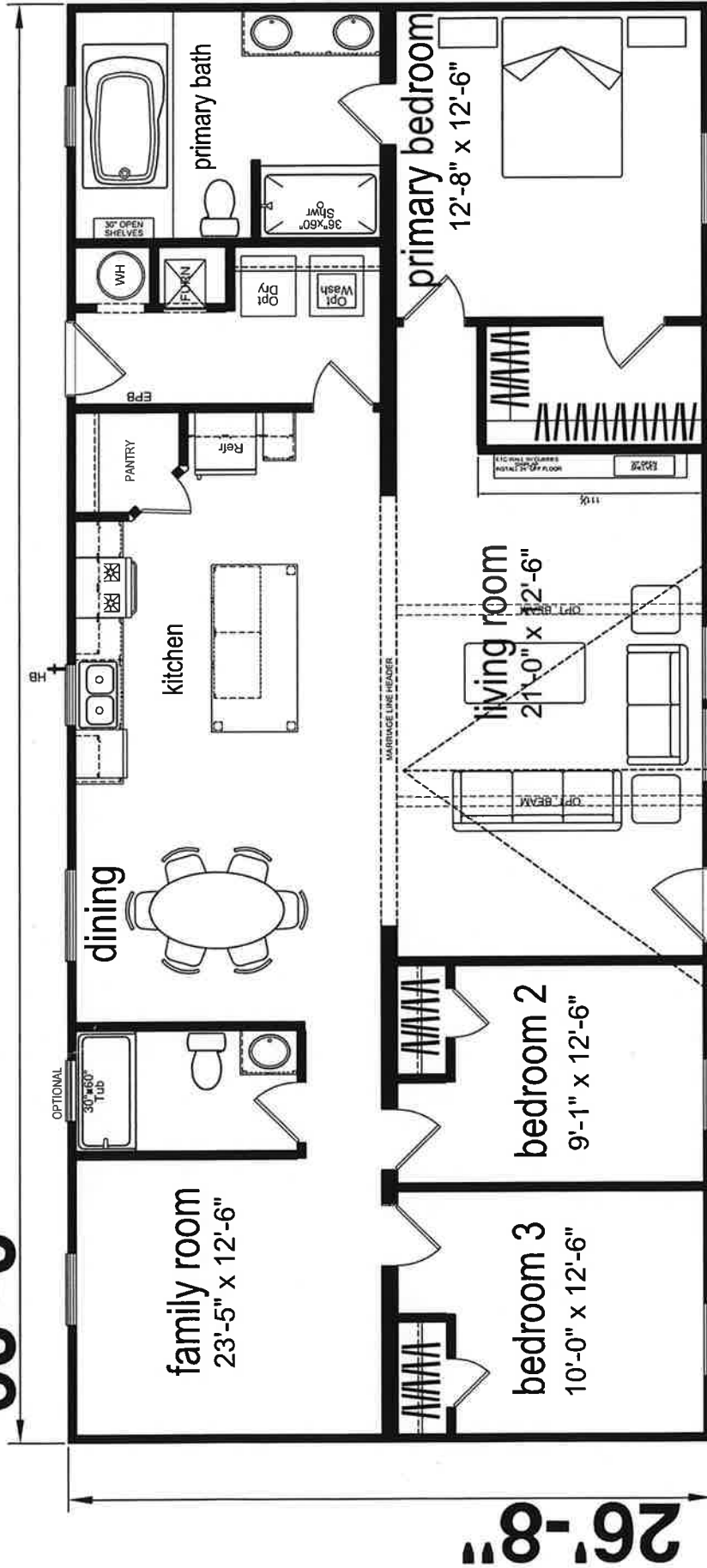
TRU28483R // 3 beds // 2 bath // 1,264 sq. ft. // 28x48



OwnTRU.com

Optional

60'-0"



2860H32A2M Keystone  
3 Bedroom 2 Bath  
60'-0" x 26'-8"  
1600 Sq. Ft. Total

SHEET: L-102	TITLE: LITERATURE PLAN	PROJECT: 21-2860H32A2M 60'-0" x 26'-8" 3 BD 2 BT	MODIFICATIONS		CHAMPION HOME BUILDERS
PROPRIETARY AND CONFIDENTIAL THIS DOCUMENT IS THE PROPERTY OF CHAMPION PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION COPYRIGHT © 1978-2023 BY CHAMPION	FILENAME: 21-2860H32A2M KEYSTONE	DRAWN BY: Robert W. DATE: 01-04-23 SCALE: 3/32" = 1'-0"			755 W. BIG BAY BLVD, SUITE 1000, TROY, MI 48064 PHONE: 313.411.4200

**FayetteSW@outlook.com**

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**From:** Avery Phillips <avery@tennesseehomecenter.com>  
**Sent:** Monday, September 30, 2024 3:35 PM  
**To:** fayettew@outlook.com  
**Subject:** Tennessee Home Center

Good afternoon Terry,

Here are a few links for you:

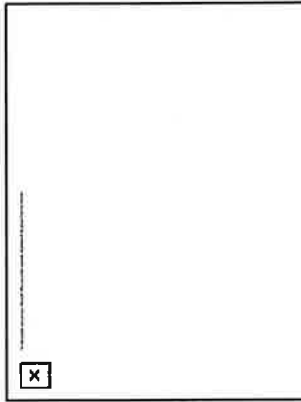
[TRU28563MH - TRU \(owntru.com\)](#) this home is \$88k

[TRU28563RH - TRU \(owntru.com\)](#) this home is \$88k

[TRU28483RH - TRU \(owntru.com\)](#) this home is \$82k

The only things not included in our pricing are utilities (we can do them for you, but will be extra. if they are existing we will tie into them on site) and underpinning (there are several different options to choose from). Let me know what other questions you have and I will be happy to help you out.  
thanks,

Avery Phillips  
14 U.S. HWY 45-E, Three Way, TN 38343  
C: 731-487-2059 W: 731-784-5033





# PROOF OF PUBLICATION

STATE OF TENNESSEE  
FAYETTE COUNTY

Personally appeared before me, the undersigned official of said county and state, Carolyn G. Rhea who makes oath in due form of law that she is the General Manager of The Fayette Edition, a weekly newspaper published in Somerville, Fayette County, Tenn., and that the publication notice which is hereto attached was published in said paper to-wit:

*Carolyn G. Rhea*

*Carolyn G. Rhea*

and subscribed before me this

day of *August* 2024.



*Carolyn G. Rhea*  
Notary Public

November 30, 2025.

## BIDS FOR OFFICE TRAILER

Fayette County Solid Waste is accepting bids for a 28x44 Doublewide Office Trailer. Bids will be opened 6/24/2024 at 9:00 am.

Fayette County Solid Waste reserves the right to refuse any or all bids.

Fayette County Solid Waste  
P.O. Box 62, Somerville, TN 38068  
901-465-5230

06/12 ltc

Clayton Homes

# Welcome Home

## SALES WORKSHEET

Customer Name: Fayette County/Somerville Home Consultant Name: Doug Sams  
 Delivery Address: TBD Date: 06/08/24

### Home Info

Model: Sandalwood 28x44 Stock #: A96579  
☒ New ☐ Display  
☐ Used ☒ Order

### Trade Info

Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Year: \_\_\_\_\_ Size: \_\_\_\_\_  
 Pay off: \_\_\_\_\_ Paid by: ☐ Buyer ☐ Seller  
 Condition: ☐ Good ☐ Fair ☐ Poor

### Pricing

Home Price .....	\$ 90,000.00
Add-Ons .....	\$ 32,100.00
HBPP .....	\$ 876.90
Sales Tax .....	\$ 0
.....	\$
Total Package: .....	\$ 122,976.90
Earnest money deposit .....	\$ 0

### Responsibilities

Seller Responsibilities: Delivery&Set, Interior/Exterior Finish, Heat pump/air.  
Pier Footers, Vapor Barrier. Power pole and set. Trench/Connect to county water existing septic (100ft)  
Vinyl skirting.

Buyer Responsibilities: Apply for utility service&pay required deposits. Allow access to site.  
Any additional cost or items not listed under seller responsibilities or options.

Options: Seller responsibilities continued. Gutters and downspouts. Land clearing and grading with dirt pad .  
Final grade with seed and straw up to 10 ft around home. Steps at Front and Back of home.

### Acknowledgment

Buyer acknowledges and agrees that this Sales Worksheet presents a proposed sales package based on information reasonably available at this time. The terms of the proposal may be based on estimates and may change at any time based on Seller's or Buyer's preferences and additional information that becomes available concerning the potential sale. The terms of the agreed upon sales package, including additional information concerning the sale that may not be listed in this worksheet, will be documented in the final sales agreement and/or other sales-related documentation entered into by Seller and Buyer at the closing of the sale, and will be subject to the terms and conditions contained therein. New manufactured homes meet Federal Manufactured Home Standards. Buyer is responsible to verify home meets all local requirements including zoning and any applicable land covenants.

**FayettesW@outlook.com**

**From:**

**Sent:**

**To:**

**Cc:**

**Subject:**

**Attachments:**

Aeschlimann, Kurt <Kurt.Aeschlimann@ClaytonHomes.com>  
Saturday, June 8, 2024 1:08 PM

Fayette County Solid Waste

Sams, Doug

Fwd: Fayette County solid waste

Fayette County Sales Agreement.pdf

**Follow Up Flag:**

**Flag Status:**

Follow up

Flagged

*Doug Sams*

*Clay*

Hi, Terry, here is the revised sales agreement eliminating the sales tax per our conversation.

I appreciate the concerns and questions of your mayor. Please pass along our assurance that the thousand dollar down payment, used to hold the home on our home center lot so we don't sell the home to somebody else, will be applied toward the attached final price as a down payment.

If for any reason you choose to withdraw and request this money back, we will issue a refund check.

We very much look forward to working with you on this project and appreciate your confidence in our Jackson Home Center! Any other questions, please contact me or Doug at any time.

Looking forward to speaking again soon.

Kind regards,

Kurt

**From:** Sams, Doug <Doug.Sams@ClaytonHomes.com>  
**Sent:** Saturday, June 8, 2024 12:58:55 PM  
**To:** Aeschlimann, Kurt <Kurt.Aeschlimann@ClaytonHomes.com>  
**Subject:** Re: Fayette County solid waste

*885-314-6090*  
*731-427-3387*

\$1000.00 Fully Refundable will hold

# Welcome Home

## SALES WORKSHEET

Customer Name: Fayette County/Somerville

Home Consultant Name: Doug Sams

Delivery Address: TBD

Date: 06/01/24

### Home Info

Model: Sandalwood 28x44 Stock #: RSO  
☒ New ☐ Display  
☐ Used ☒ Order

### Trade Info

Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Year: \_\_\_\_\_ Size: \_\_\_\_\_  
Pay off: \_\_\_\_\_ Paid by: ☐ Buyer ☐ Seller  
Condition: ☐ Good ☐ Fair ☐ Poor

### Pricing

Home Price .....	\$ 90,000.00
Add-Ons .....	\$ 32,100.00
HBPP .....	\$ 876.90
Sales Tax .....	\$ 4,735.36
	\$
Total Package: .....	\$ 127,712.26
Earnest money deposit .....	\$ 0

### Responsibilities

Seller Responsibilities: Delivery&Set, Interior/Exterior Finish, Heat pump/air.

Pier Footers, Vapor Barrier. Power pole and set. Trench/Connect to county water and existing septic (100ft)

Vinyl Skirting.

Buyer Responsibilities: Apply for utility service&pay required deposits. Allow access to site.

Any additional cost or items not listed under seller responsibilities or options.

Options: Seller responsibilities continued. Gutters and downspouts. Land clearing and grading with dirt pad .

Final grade with seed and straw up to 10 ft around home. Steps at Front and Back of home.

### Acknowledgment

Buyer acknowledges and agrees that this Sales Worksheet presents a proposed sales package based on information reasonably available at this time. The terms of the proposal may be based on estimates and may change at any time based on Seller's or Buyer's preferences and additional information that becomes available concerning the potential sale. The terms of the agreed upon sales package, including additional information concerning the sale that may not be listed in this worksheet, will be documented in the final sales agreement and/or other sales-related documentation entered into by Seller and Buyer at the closing of the sale, and will be subject to the terms and conditions contained therein. New manufactured homes meet Federal Manufactured Home Standards. Buyer is responsible to verify home meets all local requirements including zoning and any applicable land covenants.

Buyer/Co-buyer: \_\_\_\_\_

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

Home Center: \_\_\_\_\_

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



# Seller Bid Specs

(1) Double Wide - 28x44

(2) 3 BR 2 BATH Kitchen

(3) Utilities Hook Up  
Water - Sewage - Electric  
HVAC - System

(4) Grading - Under Skirt

(5) 10' Sod Around Trailer

# Memorandum

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**To:** Health and Welfare Committee / Fayette County Commission

**From:** Fayette County Solid Waste

**Date:** 10/01/2024

**Re:** Request to remove Right Choice Sanitation from our system

---

Fayette County Solid Waste is requesting to remove/make an adjustment to Right Choice Sanitation charge account # 215 in the amount of \$6934.50.

Roy Traylor did sign a payment agreement form for 1/1/2023-4/1/2024, although we have not received any form of payment.

FAYETTE COUNTY SOLID WASTE DEPARTMENT  
P.O. Box 62, Somerville, TN 38068  
TELEPHONE NO.: 901-465-5230  
ACCOUNT No. 215

BUSINESS: RIGHT CHOICE SANITATION  
BUSINESS OWNER: ROY TRAYLOR  
ADDRESS: 160 Smith Rd., Grand Junction, TN 38039  
TELEPHONE NO.: 731-212-1084  
PAST DUE BALANCES: May 2022-\$2,588.50; June 2022-\$4,217.00; July 2022-\$129.00  
TOTAL PAST DUE BALANCE: \$6,934.50

#### PAYMENT AGREEMENT

I, ROY TRAYOR, Owner of Right Choice Sanitation, hereby acknowledge that I owe a past due balance of \$6,934.50 to the Fayette County Solid Waste Department for Account No. 215. I hereby promise to pay to the order of Fayette County Solid Waste Department at P.O. Box 62, Somerville, TN 38068 or at such other place as Fayette County Solid Waste may designate, the past due balance of \$6,934.50 in monthly payments of Four Hundred Fifty & 00/100 (\$450.00) per month commencing January 1, 2023 and continuing on the first day of each month through April 1, 2024, when the balance shall be payable in full.

	Beginning Balance	Interest	Principal	Ending Balance
1	\$6,934.50	\$0.00	\$450.00	\$6,484.50
2	\$6,484.50	\$0.00	\$450.00	\$6,034.50
3	\$6,034.50	\$0.00	\$450.00	\$5,584.50
4	\$5,584.50	\$0.00	\$450.00	\$5,134.50
5	\$5,134.50	\$0.00	\$450.00	\$4,684.50
6	\$4,684.50	\$0.00	\$450.00	\$4,234.50
7	\$4,234.50	\$0.00	\$450.00	\$3,784.50
8	\$3,784.50	\$0.00	\$450.00	\$3,334.50
9	\$3,334.50	\$0.00	\$450.00	\$2,884.50
10	\$2,884.50	\$0.00	\$450.00	\$2,434.50
11	\$2,434.50	\$0.00	\$450.00	\$1,984.50
12	\$1,984.50	\$0.00	\$450.00	\$1,534.50
	year 1 end			
13	\$1,534.50	\$0.00	\$450.00	\$1,084.50
14	\$1,084.50	\$0.00	\$450.00	\$634.50

15	\$634.50	\$0.00	\$450.00	\$184.50
15.41	\$184.50	\$0.00	\$184.50	\$0.00

In the event of a failure to make any payment when due according to the terms herein constitutes a material breach of contract and the entire unpaid past due balance becomes due immediately.

In the event the entire past due balance is not paid immediately and Fayette County files a civil action in this matter, I will be responsible for payment of all costs and attorney fees incurred by Fayette County and Fayette County will seek interest on the past due balance.

I, further, hereby waive any and all rights I may have, if any, to bankrupt this debt owed to Fayette County Solid Waste Department.

IN TESTIMONY WHEREOF I have executed this Agreement this the \_\_\_\_ day of December 2022.

\_\_\_\_\_  
BUSINESS: RIGHT CHOICE SANITATION  
ROY TRAYLOR, as Owner .

\_\_\_\_\_  
ROY TRAYLOR, Individually

STATE OF TENNESSEE

COUNTY OF FAYETTE

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ROY TRAYLOR to me known to be the person described in and who executed the foregoing Agreement and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



FAYETTE COUNTY SOLID WASTE

P.O. BOX 62

SOMERVILLE, TN 38068

901-465-5230

**PAST DUE NOTICE**

Date: 9/9/2022

Business: Right Choice Sanitation

Business Owner: Roy Traylor

Address: 160 Smith Road; Grand Junction, TN 38039

Telephone Number: 731-212-1084

Account Number: 215

Dear Mr. Traylor,

Our records at Fayette County Solid Waste Department show that you have a past due balance of \$6,934.50. Please be advised that if this department has not received payment by September 23<sup>rd</sup> 2022, we will have to turn this over to the county attorney.

A handwritten signature in black ink, appearing to read "Terry Chambers".

Terry Chambers

Director, Fayette County Solid Waste

MAY 2022

CS0710 22/10/06  
Location: LHistory Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTERPage: 1  
Period: 04/28/22 05/31/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
04/28/22	2	9:26	1	17	1	1	780	.390	19.50
04/28/22	6	9:29	1	17	1	1	1820	.910	45.50
04/28/22	9	9:30	1	17	1	1	1420	.710	35.50
04/28/22	27	10:10	1	17	1	1	2180	1.090	54.50
04/28/22	91	14:34	1	17	1	1	1880	.940	47.00
04/28/22	106	15:12	1	17	1	1	2160	1.080	54.00
04/28/22	117	15:47	1	17	1	1	780	.390	19.50
04/29/22	10	7:37	1	17	1	1	480	.240	12.00
04/29/22	29	9:07	1	17	1	1	1720	.860	43.00
04/29/22	55	10:04	1	17	1	1	540	.270	13.50
04/29/22	79	11:17	1	17	1	1	1700	.850	42.50
04/29/22	107	12:17	1	17	1	1	1860	.930	46.50
04/29/22	133	13:21	1	17	1	1	920	.460	23.00
04/30/22	88	11:04	1	17	1	1	760	.380	19.00
05/02/22	10	7:33	1	17	1	1	1380	.690	34.50
05/02/22	44	9:32	1	17	1	1	1700	.850	42.50
05/02/22	83	10:59	1	17	1	1	1320	.660	33.00
05/02/22	89	11:34	1	17	1	1	2700	1.350	67.50
05/02/22	157	13:39	1	17	1	1	1300	.650	32.50
05/02/22	185	15:15	1	17	1	1	1480	.740	37.00
05/03/22	3	7:43	1	17	1	1	1680	.840	42.00
05/03/22	7	7:55	1	17	1	1	300	.150	7.50
05/03/22	41	10:27	1	17	1	1	1600	.800	40.00
05/03/22	79	13:09	1	17	1	1	3660	1.830	91.50
05/04/22	2	7:04	1	17	1	1	1720	.860	43.00
05/04/22	12	8:04	1	17	1	1	1840	.920	46.00
05/04/22	16	8:16	1	17	1	1	880	.440	22.00
05/04/22	52	11:38	1	17	1	1	1700	.850	42.50
05/04/22	58	11:44	1	17	1	1	1920	.960	48.00
05/04/22	97	14:11	1	17	1	1	1980	.990	49.50
05/04/22	107	14:57	1	17	1	1	2060	1.030	51.50
05/04/22	123	15:51	1	17	1	1	980	.490	24.50
05/05/22	5	7:40	1	17	1	1	1600	.800	40.00
05/05/22	10	7:56	1	17	1	1	880	.440	22.00
05/05/22	28	9:12	1	17	1	1	820	.410	20.50
05/05/22	45	11:04	1	17	1	1	2160	1.080	54.00
05/05/22	79	13:26	1	17	1	1	1820	.910	45.50
05/05/22	94	14:30	1	17	1	1	640	.320	16.00
05/05/22	101	14:57	1	17	1	1	2120	1.060	53.00
05/06/22	10	8:19	1	17	1	1	840	.420	21.00
05/06/22	25	9:28	1	17	1	1	1820	.910	45.50
05/06/22	47	11:37	1	17	1	1	1920	.960	48.00
05/06/22	61	13:04	1	17	1	1	2120	1.060	53.00
05/06/22	64	13:03	1	17	1	1	980	.490	24.50
05/06/22	81	15:05	1	17	1	1	900	.450	22.50
05/07/22	110	10:53	1	17	1	1	700	.350	17.50
05/09/22	6	7:11	1	17	1	1	1040	.520	26.00
05/09/22	21	8:43	1	17	1	1	1040	.520	26.00
05/09/22	54	10:44	1	17	1	1	1600	.800	40.00
05/09/22	72	11:52	1	17	1	1	2500	1.250	62.50
05/09/22	107	13:24	1	17	1	1	1380	.690	34.50
05/09/22	127	14:58	1	17	1	1	1180	.590	29.50

CSQ710 22/10/06  
Location: L

History Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTER

Page: 2  
Period: 04/28/22 05/31/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
05/10/22	6	7:51	1	17	1	1	1840	.920	46.00
05/10/22	8	7:55	1	17	1	1	260	.130	6.50
05/10/22	40	10:15	1	17	1	1	1640	.820	41.00
05/10/22	77	13:00	1	17	1	1	3400	1.700	85.00
05/11/22	1	7:08	1	17	1	1	1580	.790	39.50
05/11/22	10	8:25	1	17	1	1	860	.430	21.50
05/11/22	11	8:25	1	17	1	1	1820	.910	45.50
05/11/22	61	11:47	1	17	1	1	1560	.780	39.00
05/11/22	63	11:48	1	17	1	1	1640	.820	41.00
05/11/22	104	14:32	1	17	1	1	1520	.760	38.00
05/11/22	113	15:01	1	17	1	1	1400	.700	35.00
05/12/22	4	7:23	1	17	1	1	1300	.650	32.50
05/12/22	21	8:52	1	17	1	1	1860	.930	46.50
05/12/22	24	9:00	1	17	1	1	1180	.590	29.50
05/12/22	44	11:26	1	17	1	1	1920	.960	48.00
05/12/22	65	12:14	1	17	1	1	1780	.890	44.50
05/12/22	97	13:50	1	17	1	1	840	.420	21.00
05/12/22	121	15:44	1	17	1	1	1880	.940	47.00
05/13/22	9	7:54	1	17	1	1	500	.250	12.50
05/13/22	37	9:52	1	17	1	1	2040	1.020	51.00
05/13/22	72	12:01	1	17	1	1	1680	.840	42.00
05/13/22	93	13:19	1	17	1	1	2500	1.250	62.50
05/13/22	97	13:15	1	17	1	1	1160	.580	29.00
05/14/22	42	10:26	1	17	1	1	780	.390	19.50
05/16/22	5	7:25	1	17	1	1	1780	.890	44.50
05/16/22	37	9:27	1	17	1	1	1780	.890	44.50
05/16/22	51	10:21	1	17	1	1	2460	1.230	61.50
05/16/22	71	11:59	1	17	1	1	1120	.560	28.00
05/16/22	88	13:11	1	17	1	1	1500	.750	37.50
05/16/22	92	13:30	1	17	1	1	1080	.540	27.00
05/17/22	2	7:21	1	17	1	1	1820	.910	45.50
05/17/22	3	7:32	1	17	1	1	360	.180	9.00
05/17/22	38	9:32	1	17	1	1	1480	.740	37.00
05/17/22	85	12:47	1	17	1	1	3360	1.680	84.00
05/18/22	1	6:59	1	17	1	1	1740	.870	43.50
05/18/22	18	8:22	1	17	1	1	880	.440	22.00
05/18/22	28	9:03	1	17	1	1	2740	1.370	68.50
05/18/22	62	11:36	1	17	1	1	1600	.800	40.00
05/18/22	110	13:56	1	17	1	1	1720	.860	43.00
05/18/22	117	14:26	1	17	1	1	2240	1.120	56.00
05/19/22	12	8:28	1	17	1	1	1740	.870	43.50
05/19/22	16	8:43	1	17	1	1	1320	.660	33.00
05/19/22	35	10:13	1	17	1	1	980	.490	24.50
05/19/22	40	10:47	1	17	1	1	1740	.870	43.50
05/19/22	61	11:54	1	17	1	1	2160	1.080	54.00
05/19/22	65	12:14	1	17	1	1	1680	.840	42.00
05/19/22	95	14:06	1	17	1	1	1700	.850	42.50
05/20/22	1	7:04	1	17	1	1	1300	.650	32.50
05/20/22	36	9:17	1	17	1	1	880	.440	22.00
05/20/22	37	9:27	1	17	1	1	1720	.860	43.00
05/20/22	65	11:44	1	17	1	1	1620	.810	40.50
05/20/22	87	13:00	1	17	1	1	1320	.660	33.00

CSQ710 22/10/06  
Location: L

History Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTER

Page: 3  
Period: 04/28/22 05/31/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
05/21/22	124	11:57	1	17	1	1	3760	1.880	94.00
05/23/22	4	7:23	1	17	1	1	940	.470	23.50
05/23/22	8	7:46	1	17	1	1	1160	.580	29.00
05/23/22	32	9:26	1	17	1	1	1440	.720	36.00
05/23/22	50	10:50	1	17	1	1	2500	1.250	62.50
05/23/22	57	11:05	1	17	1	1	1540	.770	38.50
05/23/22	112	13:52	1	17	1	1	1020	.510	25.50
05/23/22	116	14:19	1	17	1	1	1340	.670	33.50
05/24/22	7	7:23	1	17	1	1	600	.300	15.00
05/24/22	9	7:42	1	17	1	1	2120	1.060	53.00
05/24/22	43	10:07	1	17	1	1	1520	.760	38.00
05/24/22	91	14:42	1	17	1	1	3820	1.910	95.50
05/25/22	1	7:12	1	17	1	1	1880	.940	47.00
05/25/22	9	8:14	1	17	1	1	640	.320	16.00
05/25/22	18	9:54	1	17	1	1	2960	1.480	74.00
05/25/22	40	11:45	1	17	1	1	1780	.890	44.50
05/25/22	62	13:46	1	17	1	1	1720	.860	43.00
05/25/22	64	14:05	1	17	1	1	600	.300	15.00
05/25/22	75	15:53	1	17	1	1	1800	.900	45.00
05/26/22	1	7:05	1	17	1	1	1380	.690	34.50
05/26/22	18	8:44	1	17	1	1	1500	.750	37.50
05/26/22	20	8:47	1	17	1	1	920	.460	23.00
05/26/22	68	12:46	1	17	1	1	1560	.780	39.00
05/26/22	81	14:17	1	17	1	1	1040	.520	26.00
05/26/22	85	14:36	1	17	1	1	3040	1.520	76.00
05/27/22	3	7:29	1	17	1	1	1720	.860	43.00
05/27/22	29	9:54	1	17	1	1	1960	.980	49.00
05/27/22	51	11:33	1	17	1	1	2080	1.040	52.00
05/27/22	69	12:43	1	17	1	1	1700	.850	42.50
05/27/22	85	14:12	1	17	1	1	1500	.750	37.50
05/28/22	88	12:19	1	17	1	1	1600	.800	40.00
05/31/22	7	7:19	1	17	1	1	2120	1.060	53.00
05/31/22	29	8:46	1	17	1	1	2280	1.140	57.00
05/31/22	62	9:43	1	17	1	1	1520	.760	38.00
05/31/22	143	13:05	1	17	1	1	2660	1.330	66.50
05/31/22	177	14:18	1	17	1	1	1800	.900	45.00

Report Total: Nbr Loads: 140 223540 111.770 5588.50

\* End of Report: FAYETTE ENVIRONMENTAL CENTER \*



JUNE 2022

CSQ710 22/10/06  
Location: LHistory Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTERPage: 1  
Period: 06/01/22 06/30/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
06/01/22	23	16:03	1	17	1	1	1560	.780	39.00
06/01/22	25	16:06	1	17	1	1	1720	.860	43.00
06/01/22	27	7:06	1	17	1	1	2040	1.020	51.00
06/01/22	45	8:10	1	17	1	1	680	.340	17.00
06/01/22	84	11:22	1	1	1	1	2600	1.300	65.00
06/01/22	98	12:01	1	17	1	1	1540	.770	38.50
06/01/22	129	14:03	1	17	1	1	1880	.940	47.00
06/01/22	139	15:00	1	17	1	1	3020	1.510	75.50
06/02/22	1	7:06	1	17	1	1	1400	.700	35.00
06/02/22	6	7:03	1	17	1	1	1580	.790	39.50
06/02/22	17	8:43	1	17	1	1	960	.480	24.00
06/02/22	26	9:20	1	17	1	1	2660	1.330	66.50
06/02/22	58	12:20	1	17	1	1	1520	.760	38.00
06/02/22	65	13:18	1	17	1	1	2160	1.080	54.00
06/02/22	74	13:38	1	17	1	1	800	.400	20.00
06/03/22	33	8:51	1	17	1	1	1740	.870	43.50
06/04/22	3	8:27	1	17	1	1	1500	.750	37.50
06/04/22	16	8:42	1	17	1	1	1720	.860	43.00
06/04/22	126	11:43	1	17	1	1	2080	1.040	52.00
06/04/22	165	12:54	1	17	1	1	2180	1.090	54.50
06/04/22	191	13:58	1	17	1	1	1700	.850	42.50
06/04/22	216	14:53	1	17	1	1	940	.470	23.50
06/04/22	222	15:16	1	17	1	1	1380	.690	34.50
06/06/22	1	7:25	1	17	1	1	2000	1.000	50.00
06/06/22	37	9:53	1	17	1	1	2160	1.080	54.00
06/06/22	69	11:21	1	17	1	1	1060	.530	26.50
06/06/22	101	13:00	1	17	1	1	1820	.910	45.50
06/07/22	1	7:19	1	17	1	1	1500	.750	37.50
06/07/22	2	7:18	1	17	1	1	1840	.920	46.00
06/07/22	39	10:30	1	17	1	1	1660	.830	41.50
06/07/22	42	10:51	1	17	1	1	2440	1.220	61.00
06/08/22	2	6:48	1	17	1	1	3120	1.560	78.00
06/08/22	3	7:10	1	17	1	1	1840	.920	46.00
06/08/22	20	8:13	1	17	1	1	720	.360	18.00
06/08/22	33	9:35	1	17	1	1	1640	.820	41.00
06/08/22	80	12:51	1	17	1	1	1900	.950	47.50
06/08/22	87	13:29	1	17	1	1	1760	.880	44.00
06/08/22	108	15:01	1	17	1	1	1760	.880	44.00
06/08/22	115	15:35	1	17	1	1	920	.460	23.00
06/09/22	1	7:07	1	17	1	1	1560	.780	39.00
06/09/22	2	7:39	1	17	1	1	1180	.590	29.50
06/09/22	11	8:40	1	17	1	1	900	.450	22.50
06/09/22	60	13:04	1	17	1	1	2000	1.000	50.00
06/09/22	76	15:05	1	17	1	1	2000	1.000	50.00
06/10/22	2	6:53	1	17	1	1	520	.260	13.00
06/10/22	10	7:57	1	17	1	1	2460	1.230	61.50
06/10/22	23	9:12	1	17	1	1	2040	1.020	51.00
06/10/22	47	11:01	1	17	1	1	1500	.750	37.50
06/10/22	65	12:21	1	17	1	1	700	.350	17.50
06/10/22	68	12:46	1	17	1	1	2320	1.160	58.00
06/11/22	69	10:53	1	17	1	1	1700	.850	42.50
06/11/22	72	10:58	1	17	1	1	1800	.900	45.00

CSQ710 22/10/06  
Location: L

History Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTER

Page: 2  
Period: 06/01/22 06/30/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
06/13/22	9	7:49	1	17	1	1	1460	.730	36.50
06/13/22	38	9:16	1	17	1	1	1780	.890	44.50
06/13/22	74	10:55	1	17	1	1	1260	.630	31.50
06/13/22	79	11:40	1	17	1	1	2760	1.380	69.00
06/13/22	113	13:23	1	17	1	1	1120	.560	28.00
06/14/22	1	7:00	1	17	1	1	1820	.910	45.50
06/14/22	29	9:15	1	17	1	1	1340	.670	33.50
06/14/22	60	12:08	1	17	1	1	3440	1.720	86.00
06/15/22	1	7:06	1	17	1	1	1700	.850	42.50
06/15/22	17	8:05	1	17	1	1	600	.300	15.00
06/15/22	45	11:35	1	17	1	1	1420	.710	35.50
06/15/22	51	11:54	1	17	1	1	1920	.960	48.00
06/15/22	73	14:04	1	17	1	1	1920	.960	48.00
06/15/22	94	15:18	1	17	1	1	2040	1.020	51.00
06/15/22	103	15:37	1	17	1	1	840	.420	21.00
06/16/22	1	7:06	1	17	1	1	1200	.600	30.00
06/16/22	9	8:04	1	17	1	1	640	.320	16.00
06/16/22	18	8:43	1	17	1	1	1080	.540	27.00
06/16/22	51	11:42	1	17	1	1	2180	1.090	54.50
06/16/22	70	13:27	1	17	1	1	1980	.990	49.50
06/16/22	80	14:22	1	17	1	1	640	.320	16.00
06/17/22	4	8:11	1	17	1	1	1940	.970	48.50
06/17/22	24	9:03	1	17	1	1	2060	1.030	51.50
06/17/22	61	11:32	1	17	1	1	2200	1.100	55.00
06/17/22	81	12:47	1	17	1	1	780	.390	19.50
06/17/22	118	15:24	1	17	1	1	1860	.930	46.50
06/18/22	91	10:53	1	17	1	1	1440	.720	36.00
06/20/22	2	7:18	1	17	1	1	1180	.590	29.50
06/20/22	25	10:11	1	17	1	1	2500	1.250	62.50
06/20/22	29	10:15	1	17	1	1	1200	.600	30.00
06/20/22	69	13:05	1	17	1	1	1600	.800	40.00
06/21/22	1	7:12	1	17	1	1	1360	.680	34.00
06/21/22	51	10:29	1	17	1	1	1680	.840	42.00
06/21/22	55	10:52	1	17	1	1	460	.230	11.50
06/21/22	61	11:12	1	17	1	1	1080	.540	27.00
06/21/22	89	14:11	1	17	1	1	1640	.820	41.00
06/22/22	1	7:08	1	17	1	1	1660	.830	41.50
06/22/22	5	8:00	1	17	1	1	600	.300	15.00
06/22/22	23	10:18	1	17	1	1	2920	1.460	73.00
06/22/22	52	12:08	1	17	1	1	1720	.860	43.00
06/22/22	76	14:31	1	17	1	1	1640	.820	41.00
06/23/22	2	7:12	1	17	1	1	1540	.770	38.50
06/23/22	12	7:20	1	17	1	1	600	.300	15.00
06/23/22	31	9:25	1	17	1	1	1020	.510	25.50
06/23/22	70	12:42	1	17	1	1	1500	.750	37.50
06/23/22	111	15:27	1	17	1	1	1740	.870	43.50
06/24/22	14	8:56	1	17	1	1	1800	.900	45.00
06/24/22	61	11:22	1	17	1	1	1820	.910	45.50
06/24/22	83	12:23	1	17	1	1	700	.350	17.50
06/29/22	38	10:56	1	17	1	1	1520	.760	38.00
06/29/22	73	13:23	1	17	1	1	1580	.790	39.50
06/30/22	14	8:15	1	17	1	1	460	.230	11.50

CSQ710 22/10/06 History Hauler Detail Report Page: 3  
Location: L FAYETTE ENVIRONMENTAL CENTER Period: 06/01/22 06/30/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
06/30/22	32	9:35	1	17	1	1	500	.250	12.50
06/30/22	51	11:24	1	17	1	1	1060	.530	26.50

Report Total: Nbr Loads: 106 168680 84.340 4217.00

\* End of Report: FAYETTE ENVIRONMENTAL CENTER \*

JULY 2022

CSQ710 22/10/06  
Location: L

History Hauler Detail Report  
FAYETTE ENVIRONMENTAL CENTER

Page: 1  
Period: 07/01/22 07/29/22

Hauler: 215 RIGHT CHOICE SANITATION

Trans Date	Tran Seq	Trans Time	Tr Cd	Wast Srce	Drvr Nmbr	Vehicle Number	Net Weight	Net Tons	Total Amount
07/01/22	24	8:24	1	17	1	1	220	.110	5.50
07/01/22	64	10:47	1	17	1	1	360	.180	9.00
07/01/22	88	12:56	1	17	1	1	500	.250	12.50
07/07/22	21	8:50	1	17	1	1	220	.110	5.50
07/07/22	42	10:36	1	17	1	1	440	.220	11.00
07/08/22	42	10:35	1	17	1	1	380	.190	9.50
07/08/22	79	13:00	1	17	1	1	560	.280	14.00
07/12/22	8	7:46	1	17	1	1	100	.050	5.00
07/12/22	43	10:55	1	17	1	1	340	.170	8.50
07/12/22	79	13:59	1	17	1	1	920	.460	23.00
07/14/22	20	9:07	1	17	1	1	360	.180	9.00
07/14/22	58	11:52	1	17	1	1	420	.210	10.50
07/15/22	56	10:52	1	17	1	1	240	.120	6.00

Report Total: Nbr Loads: 13 5060 2.530 129.00

\* End of Report: FAYETTE ENVIRONMENTAL CENTER \*

## MAY 2022 - CHARGE ACCOUNTS

COMMUNITY GARBAGE 6/15	<u>934.00</u>
BOARD OF EDUCATION 6/10	<u>11.00</u>
BOARD OF EDUCATION (TIRES) 6/10	<u>37.05</u>
LITTER CONTROL 6/10	<u>210.00</u>
STATE OF TENNESSEE TRANSPORTATION	<u>CREDIT BALANCE: 8,963.50</u>
FAYETTE CARES 6/14	<u>5.00</u>
ASCO 6/3 6/27	<u>24,809.00</u> 12,938.75
APRIL - \$11,870.25 / MAY - \$12,938.75	
WASTE CONNECTIONS (TN)	<u>3,650.50</u>
JANUARY - \$3,306.75 / MAY - \$343.75	
PARKS ROOFING 6/13 PD \$778.00	<u>528.50</u>
TONY WATKINS 6/16	<u>13.50</u>
GAINES PROCESSING 6/15	<u>887.00</u>
RIGHT CHOICE 6/1	<u>10,736.60</u> 5,588.50
MARCH - OWES .10CENTS / APRIL - \$5,148.00 / MAY - \$5,588.50	
JAKES DUMPSTERS	<u>512.50</u> 12.50
MAY - OWES \$55.00 THAT WAS NOT PAID / JUNE - \$457.50 paid \$500.00 6/14	
FAYETTE SANITATION 6/2	<u>6,129.00</u>
TERRY JONES	<u>687.00</u>
PEEBLES FUNERAL HOME 6/27	<u>55.50</u>
OAKLAND TIRE 6/2	<u>231.70</u>
\$3.60 CREDIT FOR JUNE FROM 5/19 PAYMENT	

PARKS ROOFING PRE PAID - \$374.50 6/22

OAKLAND: paid 64.40 6/24 credit balance \$38.40

PARKS ROOFING prepaid \$213.50 6/30

## JUNE 2022 - CHARGE ACCOUNTS

CITY OF OAKLAND	<u>CREDIT BALANCE: 38.40</u>
COMMUNITY GARBAGE 7/19	<u>1042.50</u>
BOARD OF EDUCATION 7/15	<u>100.50</u>
LITTER CONTROL 7/27	<u>129.50</u>
STATE OF TENNESSEE TRANSPORTATION	<u>CREDIT BALANCE: 8,854.00</u>
D&G CONTRACTORS 7/25	<u>30.40</u>
FAYETTE CARES 7/15	<u>21.00</u>
ASCO	<u>7903.65</u>
WASTE CONNECTIONS (TN) JANUARY <del>\$3,306.75</del> / MAY - <del>\$343.75</del> 7/12	<u>3,650.50</u> 343.75
TONY WATKINS 7/10	<u>22.00</u>
GAINES PROCESSING 7/21	<u>810.00</u>
RIGHT CHOICE MAY - \$5,588.50 / JUNE - \$4,217.00	<u>9805.50</u>
JAKES DUMPSTERS MAY - \$12.50 / JUNE - \$508.50 7/20 - \$600	<u>521.00</u>
FAYETTE SANITATION 7/5	<u>5661.00</u>
TERRY JONES 7/1 MAY - \$687.00 / JUNE - \$497.50	<u>1184.50</u>
PEEBLES FUNERAL HOME 7/12	<u>22.00</u>
CHICKASAW ELECTRIC 7/12	<u>143.00</u>
CHICKASAW ELECTRIC-TIRES 7/12	<u>41.30</u>
OAKLAND TIRE 7/20	<u>225.75</u>
FAYETTE TIRE PD 7/18/22	<u>307.35</u>
PARKS ROOFING 7/19 pre pay \$240.50	

## JULY 2022 - CHARGE ACCOUNTS

COMMUNITY GARBAGE <del>8/17</del>	<u>892.00</u>
BOARD OF EDUCATION 8/15	<u>23.00</u>
LITTER CONTROL 8/4	<u>148.50</u>
STATE OF TENNESSEE TRANSPORTATION	<u>CREDIT BALANCE: 8,641.50</u>
D&G CONTRACTORS	<u>11.60</u>
ASCO JUNE - <del>\$7903.65</del> / JULY - \$6276.70 8/23 PD	<del>14,1803.35</del> 6276.70
PARKS ROOFING 8/10 WSO.50	<u>258.00</u>
TONY WATKINS CK 1833 8/6	<u>63.00</u>
GAINES PROCESSING PD 8/18	<u>1,048.00</u>
RIGHT CHOICE \$2588.50 MAY - \$5,588.50 / JUNE - \$4,217.00 / JULY - \$129.00 and \$3000.00 8/22	<del>9,934.50</del> \$6,934.50
JAKES DUMPSTERS PRE PAID \$79 7/20	<u>1,039.50</u>
FAYETTE SANITATION 8/1	<u>8,347.50</u>
TERRY JONES 8/5	<u>369.50</u>
PEEBLES FUNERAL HOME PD 8/18	<u>147.50</u>
TENNESSEE WILDLIFE	<u>10.00</u>
OAKLAND TIRE	<u>238.50</u>
FAYETTE TIRE	<u>416.50</u>
CHICKASAW-TIRES 8/10	<u>28.60</u>
Oakland - credit balance \$18.00	paid \$23 8/15 credit balance - \$38.40
8/18 LITTER CONTROL PRE PAY - \$45.50 8/3 8/9 12	
PARKS ROOFING 8/30 PRE PAY \$467	

## AUGUST 2022 - CHARGE ACCOUNTS

CITY OF OAKLAND	<u>38.40- CREDIT BALANCE</u>
COMMUNITY GARBAGE 9/14	<u>998.00</u>
BOARD OF EDUCATION 9/15	<u>35.00</u>
LITTER CONTROL PD 9/16	<u>264.00</u>
STATE OF TENNESSEE TRANSPORTATION	<u>CREDIT BALANCE: 8,296.00</u>
D&G CONTRACTORS 9/13	<u>11.60</u>
FAYETTE CARES 9/19	<u>27.00</u>
ASCO	<u>8,315.10</u>
PARKS ROOFING	<u>258.00</u>
TONY WATKINS	<u>193.00</u>
GAINES PROCESSING 9/13	<u>913.50</u>
GAINES-TIRES	<u>12.70</u>
RIGHT CHOICE	<u>6,934.50</u>
MAY - \$2,588.50 / JUNE - \$4,217.00 / JULY-\$129.00	
JAKES DUMPSTERS	<u>2,164.50</u> 1124.50
JULY-\$ 1039.50 / AUGUST- \$1125.00	
FAYETTE SANITATION Paid 8/31	<u>8,948.50</u>
TERRY JONES PD \$525 9/13 pre paid \$2150 9/13 #	<u>503.50</u>
PEEBLES FUNERAL HOME 9/19	<u>380.50</u>
TENNESSEE WILDLIFE 9/19	<u>10.00</u>
JULY- \$10.00	
HAUL IT OFF 9/13	<u>377.50</u>
OAKLAND TIRE 9/19	<u>480.15</u>
JULY- \$238.50 / AUGUST - \$241.65	
FAYETTE TIRE Pd 9/8	<u>416.50</u>
JULY- \$416.50	
CHICKASAW-TIRES	<u>28.60</u>
COILMASTER PD 9/8	<u>1750.00</u>



## SEPTEMBER 2022 - CHARGE ACCOUNTS

CITY OF OAKLAND	18.40- CREDIT BALANCE
COMMUNITY GARBAGE	888.50
LITTER CONTROL	151.00
TDOT	CREDIT BALANCE: 4,099.00
FAYETTE CARES	12.50
ASCO	16,487.90
AUGUST- 8,315.10/ SEPTEMBER- \$8,172.80	
PARKS ROOFING	99.50
TONY WATKINS	268.50
GAINES PROCESSING	789.00
RIGHT CHOICE	6,934.50
MAY - \$2,588.50 / JUNE - \$4,217.00 / JULY-\$129.00	
JAKES DUMPSTERS 14.50	1920.50 770.75
JULY & AUGUST- \$1164.50 / SEPTEMBER- \$756.00	
FAYETTE SANITATION	8,714.25
TERRY JONES	351.50
AIRPORT	5.00
PEEBLES FUNERAL HOME	402.00
HAUL IT OFF	379.50
SMC	108.50
OAKLAND TIRE	457.85
FAYETTE TIRE	804.40
COILMASTER	1400.00

CSQ585 22/10/06 Check/Cash History Report  
Location: L FAYETTE COUNTY SOLID WASTE  
Payment date: 01/01/2022 Thru 10/06/2022

Page: 1

Hauler Number	Hauler Name	Check Number	Check Date	Payment Date	Check Amount
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Cashier: 0003 CARL

215	RIGHT CHOICE SANITATION	0	01/18/2022	01/18/2022	3415.40
	DEC PAY		6347 B	01/25/2022	

Total Amt. Paid: 3415.40

Cashier: 0009 LINDSEY

215	RIGHT CHOICE SANITATION	0	02/24/2022	02/24/2022	4665.40
	JAN PAY		6412 B	03/29/2022	

215	RIGHT CHOICE SANITATION	0	03/22/2022	03/22/2022	4143.50
	FEB PAY		6456 B	03/29/2022	

215	RIGHT CHOICE SANITATION	0	04/18/2022	04/18/2022	5460.40
	APR PAY		6497 B	04/27/2022	

215	RIGHT CHOICE SANITATION	1077	06/07/2022	06/07/2022	5148.10
	APR PAY		6574 B	06/30/2022	

215	RIGHT CHOICE SANITATION	0	08/22/2022	08/22/2022	3000.00
	PART MAY PAY		6699 B	08/30/2022	

Total Amt. Paid: 22417.40

Total Cash Payments: 20684.70

Total Check Payments: 5148.10

\* End of Report: FAYETTE ENVIRONMENTAL CENTER \*

FAYETTE COUNTY ENVIRONMENTAL CENTER  
P.O. BOX 62 SOMERVILLE, TN 38068 (901)465-5230

- - Landfill Operations - -  
Invoice for Waste Disposal Services

To: RIGHT CHOICE SANITATION  
160 SMITH ROAD  
GRAND JUNCTION, TN 38039

Account No. 215  
Period End. 09/28/22

Date	Seq	Vehicle Number	Gross Pounds	Tare Pounds	Net Pounds	Charge Amount
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Waste Class: 1

Previous Balance: 6934.50

Number of Loads:	1	Net Tons:	0.000	.00
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Balance	+	Charges	+	Adjustments	-	Payments	=	Balance Due
6934.50		0.00		0.00		0.00		6934.50

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of October, 2024, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 24/25 Oct-24

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>34530</b>	<b>Restricted for Public Health</b>	\$ 65,337.34	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>		<b>\$ 65,337.34</b>	<b>\$ -</b>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
<b>41120</b>	<b>Animal Registration</b>	\$ 1,662.66	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<b>\$ 1,662.66</b>	<b>\$ -</b>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>58900</b>	<b>Miscellaneous</b>		
799	Other Capital Outlay		\$ 67,000.00
	<b>Subtotal-58900</b>	<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>Prior Estimated Expenditures</b>			<b>\$ 29,919,046.08</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 29,986,046.08</b>
<b>Projected Fund Balance before Amendment</b>			<b>\$ 10,037,474.37</b>
<b>Change in Fund Balance this Amendment</b>			<b>\$ (0.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2025</b>			<b>\$ 10,037,474.37</b>

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of October, 2024, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the Capital Projects Fund #172 Budget be amended in the following words and figures, to wit:

### HUD GRANT PROJECTS FUND BUDGET AMENDMENT F/Y 24/25 Oct-24

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
<b>48130</b>	<b>Contributions</b>	\$ 67,000.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<b>\$ 67,000.00</b>	<b>\$ -</b>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>91190</b>	<b>Other General Government Projects</b>		
706	Building Construction		\$ 67,000.00
	<b>Subtotal-91190</b>	<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>Prior Estimated Expenditures</b>			<b>\$ -</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 67,000.00</b>
<b>Projected Undesignated Fund Balance before Amendment</b>			<b>\$ 20.00</b>
<b>Change in Undesignated Fund Balance this Amendment</b>			<b>\$ -</b>
<b>Estimated Ending Undesignated Fund Balance as of June 30, 2025</b>			<b>\$ 20.00</b>

# FACILITY RENTAL AGREEMENT

## BERNARD COMMUNITY CENTER

### APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Any set-up and cleaning time must be included in the reservation period.

Event Description: \_\_\_\_\_

Political Event/Activity: \_\_\_\_ Yes \_\_\_\_ No Is event open to the public? \_\_\_\_ Yes \_\_\_\_ No Is media expected to attend? \_\_\_\_ Yes \_\_\_\_ No

Will you be using the kitchen area and appliances? \_\_\_\_ Yes \_\_\_\_ No Have you rented the facility before? \_\_\_\_ Yes \_\_\_\_ No

### ACKNOWLEDGEMENT

I, (print name/title) \_\_\_\_\_, certify that the information submitted in this application is true and accurate to the best of my knowledge and agree to abide by all instructions, terms, conditions, rules, and regulations set forth in this agreement.

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

### THIS SECTION IS FOR FAYETTE COUNTY STAFF USE ONLY

Action: ☐ Approved ☐ Denied/Reason \_\_\_\_\_

Deposit Fee: \_\_\_\_\_ Private Event Fees: \_\_\_\_\_ Total Paid: \_\_\_\_\_

Receipt Number \_\_\_\_\_ Special criteria applied: \_\_\_\_\_

By: \_\_\_\_\_  
County Mayor's Office Date Print Name

### EVENT INFORMATION

Deposit Fee : \$ \_\_\_\_\_ Private Event Base Fee: \$ \_\_\_\_\_ Private Event Hourly Fee: \$ \_\_\_\_\_

#### Liability Insurance Provided by:

Insurance Agent / Firm's name: \_\_\_\_\_

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

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

Insurance Policy Number: \_\_\_\_\_

## Procedures

Visit the Fayette County website at [www.fayettetn.us/](http://www.fayettetn.us/) for facility contact information and application.

- Contact the County Mayor's Office to confirm the desired date and total rental fees due.
- Complete a facility rental application and agree to facility use terms and conditions in person, or an application via email can be sent to you.
- Provide a state issued identification with a photo.
- Pay a \$100.00 dollar security deposit by cashier's check or money order made payable to Fayette County Government.
- The remaining rental fee balance must be paid at least fourteen (14) business days prior to the event or risk cancellation of the reservation.
- Security Deposits are refunded to the applicant in the form of a check if the following criteria are met:
  - There is no damage to the facility, equipment, or the surrounding grounds.
  - Clean-up of the facility and the surrounding grounds are satisfactory upon exit.
- Cancellations made 14 or more days prior to the scheduled event will receive a 100% refund. Cancellations made less than 14 days, but more than 3 days, prior to the event will receive 50% of the rental fee. Any cancellation within 3 days of the event will forfeit any fee or deposit. Applicant must complete a W-9 form and provide a valid Id for a refund payable by check.
- Refunds will be issued within 7 business days after the event or notice of cancellation.

## Terms and Conditions

Applicant (s) and their guests must abide by the following rules:

- Applicants or designee must be present during the entire event.
- Music is ONLY allowed inside the facility. Noise from music and activities at the facility during the scheduled event must not be audible at 100 feet from the exterior of the building
- Alcohol, intoxicants, drugs, controlled substances, and firearms are strictly prohibited.
- Facility rentals include the use of the building, which includes a kitchen, parking adjacent to the facility, tables, chairs, and restrooms.
- The number of people at the event at any one time will not exceed 100.
- The applicant is responsible for cleaning and removing personal belongings from the facility.
- All equipment, supplies, tables, and chairs, in the facility, are property of Fayette County and shall not be removed from the premises.
- The use of nails, tacks, or adhesive tape to attach decorations to the walls, windows, and ceilings is prohibited.
- The applicant is responsible for the set-up and take-down of tables and chairs.
- The applicant is responsible for leaving the facility and surrounding grounds in a clean and sanitary condition.
- Fayette County is not responsible for lost, damaged, or stolen personal items during your rental period.
- Applicant must not owe any charges from previous use of the facility.
- Fayette County staff have the authority to stop any unsafe, destructive, or illegal activity, and terminate the reservation if policies and rules are continually violated. Misconduct on the part of the participants will be grounds for terminating rental immediately and the rental fees (s) will be forfeited.
- Applicant will not hold Fayette County or any of its employees responsible for failure to execute an event due to occurrences beyond their control, such as, but not limited to, acts of nature, public emergencies, or threats to the community.

Initial \_\_\_\_\_

### **Fees and Insurance Requirements**

There are no dedicated Fayette County employees to oversee the Bernard Community Center. The deposits, fees and insurance requirements are implemented to protect the facility, to offset any costs associated with ownership of the facility, and to protect the employees, officials, vendors, and citizens of Fayette County from liability that the use of the facility might incur on behalf of Fayette County.

A Deposit of \$100 is required to schedule use of the facility. It will be used to hold the date and to offset any costs associated with damage, cleanup and repair of the facility during the scheduled use of the facility. Placing a deposit does not relieve the contractor of responsibility for repair or cleaning of the facility. The deposit will be returned to the contractor within 7 business days if the facility is left in satisfactory condition at the end of the event, and there is no damage to the facility. The deposit will be credited to the cost of any repair or cleanup of the facility. Any remaining portion of the deposit after deductions for repair or cleanup will be returned to the contractor. The deposit may be waived by the County Mayor for government programs and public events.

There will be no fee for a public event sponsored by a federal, state or local government agency, or by an established organization. A public event will be one that allows and encourages any citizen to participate in the event and is of an informative nature. These include educational programs, government sponsored programs and advertised public interest programs. There will be no charge by the contractor to participants for a public event.

A basic rental fee of \$75 is required for use of the facility for a private event and will cover the first three hours of use of the facility. For every hour or any portion of hour over 3 hours, the charge will be \$25 per hour. Setup, take down and cleanup time must be included in the time for use of the facility. The fee collected for the scheduled time will be paid in advance and the schedule followed. If the facility is used for more than the scheduled time, there may be an additional charge of \$25 per hour in addition to the regular hourly rate. There will be no charge by the contractor to participants for a private event.

Liability insurance for the event must be provided in the amount of \$1,000,000, naming Fayette County as additional insured.

### **Insurance and Indemnification**

Applicant shall indemnify, defend, save and hold harmless Fayette County and its officers, agents, and employees from and against all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with this Agreement. Applicant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Applicant shall in no way limit Contractor's responsibility to indemnify, defend, save and hold harmless Fayette County or its elected, or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

I, (print name) \_\_\_\_\_, certify that I have read, understand and agree to abide by the terms and conditions governing the special use of the Fayette County facility as written in this document.

Applicant Name \_\_\_\_\_

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



## **CHECK LIST**

- Name, address and contact information for applicant
- Date and time of the event, both start and stop
- Valid state Identification with a photo
- Event Description
- Is the event public or private?
- Does the applicant owe any charges from previous use of the facility?
- Has a deposit been placed to hold the facility?
- Has an application fee been received for the cost of the facility?
- Has a W-9 been provided for any refunds?
- Has an event liability insurance certificate been provided for the event?
- Has the applicant acknowledged reading the application and associated pages concerning the use of the facility?
- Has the applicant signed the application?
- Has the applicant been given a copy of the signed application?
- Did the applicant designate someone else to be present during the entire event?
  - If so, get their contact information, including cell phone number

**Request for Taxpayer  
Identification Number and Certification**

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

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code		
	<b>7</b> List account number(s) here (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.

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

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification 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 the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Revenues/Expenditures Report

2024-25

YTD%: 25.00%

CODE	DESCRIPTION	Amended Budget 2023-24	Amended Budget 2024-25	September Year-To-Date 2023-24	September Year-To-Date 2024-25	YTD percent of Budget
<u>REVENUE</u>						
43310	Airport Fees	\$ 138,864	\$ 138,864	\$ 20,112.00	\$ 3,454	
44135	Sale of Gasoline	\$ 400,000	\$ 450,000	\$ 97,326.75	\$ 89,537	
46120	Airport Maintenance Prog.	\$ 39,979	\$ 15,000	\$ 15,418.31	\$ 5,000	
<b>TOTAL</b>		\$ 578,843	\$ 603,864	\$ 132,857.06	\$ 97,991	16.23%

EXPENSES

58220 *Airport*

105	Director	\$ 88,547	\$ 106,050	\$ 13,710	\$ 19,423	18.32%
167	Maintenance Personnel	\$ 51,501	\$ 52,150	\$ 9,173	\$ 9,173	17.59%
169	Part-time Personel	\$ 74,252	\$ 67,465	\$ 16,118	\$ 18,525	27.46%
196	In-Service Training	\$ -	\$ 700	\$ -	\$ -	0.00%
302	Advertising	\$ 1,449	\$ 750	\$ 294	\$ -	0.00%
307	Communication	\$ 11,800	\$ 11,500	\$ 1,601	\$ 2,850	24.78%
312	Contracts w/ Private Agencies	\$ 127,411	\$ 158,115	\$ 74,827	\$ 99,004	62.62%
317	Data Processing Services	\$ -	\$ 6,000	\$ -	\$ -	0.00%
320	Dues & Memberships	\$ 250	\$ 500	\$ -	\$ -	0.00%
321	Engineering Services	\$ 5,500	\$ -	\$ -	\$ -	0.00%
328	Janitorial Services	\$ 3,500	\$ 3,500	\$ 460	\$ 720	20.57%
335	Main & Repair - Bldg	\$ 65,982	\$ 55,000	\$ 44,406	\$ 9,044	16.44%
338	Maint & Repair-Vehicles	\$ -	\$ 1,000	\$ -	\$ -	0.00%
355	Travel	\$ 2,250	\$ 2,000	\$ -	\$ -	0.00%
399	Other Contracted Services	\$ -	\$ -	\$ -	\$ 500	110.00%
410	Custodial Supplies	\$ -	\$ 500	\$ -	\$ -	0.00%
412	Diesel Fuel	\$ 6,000	\$ 6,000	\$ 2,283	\$ -	0.00%
425	Gasoline	\$ 300,000	\$ 320,000	\$ 128,578	\$ 90,151	28.17%
435	Office Supplies	\$ 1,300	\$ 1,200	\$ 168	\$ 444	36.99%
446	Small Tools	\$ -	\$ 200	\$ -	\$ -	0.00%
451	Uniforms	\$ 49	\$ 500	\$ -	\$ -	0.00%
452	Utilities	\$ 24,700	\$ 30,000	\$ 4,292	\$ 5,845	19.48%
506	Liability Insurance	\$ 21,314	\$ 16,628	\$ 15,116	\$ 15,029	90.38%
513	Workman's Compensation Insurance	\$ 11,311	\$ 10,964	\$ 5,656	\$ 5,482	50.00%
524	In-Service/Staff Development	\$ -	\$ 2,000	\$ -	\$ -	0.00%
590	Transfers to Other Funds	\$ 46,900	\$ 45,700	\$ -	\$ -	0.00%

<b>Total Airport Service</b>		<b>\$ 844,015</b>	<b>\$ 898,422</b>	<b>\$ 316,681</b>	<b>\$ 276,190</b>	<b>30.74%</b>
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<b>Over/(Under)</b>	<b>\$ (265,173)</b>	<b>\$ (294,558)</b>	<b>\$ (183,824)</b>	<b>\$ (178,199)</b>	
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October 3, 2024

The Honorable Rhea "Skip" Taylor  
Mayor  
Fayette County  
13095 North Main Street  
Somerville, TN 38068

Re: Fayette County  
2024-2029 On-Call Consulting Services  
Somerville, Tennessee

**A2H # 24354**

Dear Mayor Taylor,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that David Smith will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or David at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,  
**A2H, INC.**

Pat Harcourt, PE  
CEO | Principal

David M. Smith, Ph.D., PE  
Principal | Project Manager



October 3, 2024

The Honorable Rhea "Skip" Taylor  
Mayor  
Fayette County  
13095 North Main Street  
Somerville, TN 38068

Re: Fayette County  
2024-2029 On-Call Consulting Services  
Somerville, Tennessee

**A2H # 24354**

Dear Mayor Taylor,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

**I. The following represents our understanding of the project description:**

A2H will be responsible for professional design and consulting services necessary for the 2024-2029 On-Call Consulting Services proposed in Somerville, Tennessee.

Additional aspects of the project include the following:

- A. A2H will make David Smith, Licensed Professional Engineer, as the primary point of contact for the Fayette County, to function as the Consulting County Engineer.
- B. The Consulting City Engineer will be available as needed by the County to perform engineering duties for the Fayette County.
- C. The Consulting County Engineer will utilize the professional staff of A2H as needed to provide the Fayette County with timely, efficient response to the wide array of engineering issues.

**II. It is our understanding that the Basic Scope of Services includes:**

A2H will provide the following as part of our Basic Scope of Services, working closely with Fayette County to provide these services in support of the project:

- |                          |                               |
|--------------------------|-------------------------------|
| • Project Management     | • Structural Engineering      |
| • Planning               | • Mechanical Engineering      |
| • Land Surveying         | • Plumbing Engineering        |
| • Civil Engineering      | • Fire Protection Engineering |
| • Landscape Architecture | • Electrical Engineering      |
| • Architecture           |                               |

The phases described below represent our understanding of the project requirements as indicated by the Client:

### **On-Call Engineering and Consulting Services**

- A. When requested in writing by the Mayor, Director of Public Works or his designee, A2H will provide to the Fayette County, services that fall under the normal purview of the County Consulting Engineer's responsibilities including, but not limited to, services such as:
  - i. Review of development submittals.
  - ii. Investigate engineering issues as they develop.
  - iii. Engineering review of construction documents and submittal of development projects performed under contract and or under the approving authority of the Fayette County. Conduct construction observations on a periodic basis of such developments and provide written reports of findings and reports of any testing observed.
  - iv. Attend technical meetings on behalf of the Fayette County to represent their interests. (RPO, River Basin Authority, meetings with other engineers, etc.)
  - v. Advise the Mayor on engineering related issues.
- B. Development submittal reviews will be performed by the Consulting County Engineer, or as assigned by the Consulting Engineer, with the final review by the Consulting County Engineer.
- C. Attend the work sessions, scheduled and special called meetings, the Board of Zoning Appeals meetings, and the meetings of the Planning Commission as needed.
- D. Respond to the Fayette County engineering needs with various personnel based on the issue or concern.
- E. Perform professional studies for the Fayette County on an as-approved basis utilizing A2H staff or sub-consultants as needed.

### **III. Exclusions from our Basic Scope of Services are as follows:**

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. The professional liability for documents reviewed does not transfer from the Engineer of Record to either A2H, Inc., or the Consulting County Engineer.
- D. Construction cost estimating.
- E. Advertisement for Bid.
- F. Construction Administration
- G. Quality Assurance Testing Services including but not limited to testing and special inspections.
- H. The preparation of As-Built Drawings after completion of construction.
- I. Building commissioning services.
- J. Training of Owner's staff.
- K. Value Engineering.

**IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:**

- A. The contract period of performance will extend for 60 months from the date of contract execution, to be renewed for annual terms until On-Call City Consulting Services are no longer required by the Fayette County.

**V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:**

The On-Call Engineering and Consulting Services for Architectural, Landscape Architectural, Engineering, or Land Surveying services will be approved as individual Work Authorizations to this Contract in accordance with the Terms and Conditions. Separate Work Authorizations defining scope, deliverables, schedule, and fees will be issued by A2H as mutually agreed upon by the Fayette County. Fees for services will be provided on each Work Authorization as Lump Sum or an Hourly Not to Exceed basis depending upon the Scope of Services.

On-Call Engineering and Consulting Services	\$	Lump Sum
On-Call Engineering and Consulting Services (Per A2H Hourly Rate Schedule in Section VI)	\$	Hourly
Reimbursable Expense Fee  (Courier Service, Mileage, Travel, and Printing)	\$	Direct Cost + 10%

**VI. Additional Services:**

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Fayette County. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Associate Principal	\$ 160.00	\$ 180.00	\$ 190.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 85.00	\$ 95.00	\$ 105.00
Architect	\$ 140.00	\$ 160.00	\$ 180.00
Engineer	\$ 135.00	\$ 150.00	\$ 175.00
Senior Designer	\$ 120.00	\$ 135.00	\$ 150.00
Landscape Architect	\$ 110.00	\$ 130.00	\$ 150.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Designer	\$ 95.00	\$ 105.00	\$ 115.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 110.00
Survey Crew Member	\$ 65.00	\$ 75.00	\$ 85.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,  
**A2H, Inc.**



Pat Harcourt, PE  
CEO | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

**AGENT FOR:**      **FAYETTE COUNTY**

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## TERMS AND CONDITIONS

1. The parties agree that **FAYETTE COUNTY** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **FAYETTE COUNTY** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
3. **FAYETTE COUNTY** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **FAYETTE COUNTY** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **FAYETTE COUNTY** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
5. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **FAYETTE COUNTY** or its consulting architect.
6. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **FAYETTE COUNTY**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
7. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
8. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **FAYETTE COUNTY** does not engage the Consultant for full customary Construction Administration of this Project, **FAYETTE COUNTY** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
9. In the event **FAYETTE COUNTY** should require Consultant to perform construction administration services, **FAYETTE COUNTY** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
10. **FAYETTE COUNTY** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **FAYETTE COUNTY** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **FAYETTE COUNTY** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
11. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **FAYETTE COUNTY** for any loss of profit, loss of use, or any other consequential damages.

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Initials

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Date

12. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
13. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
14. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
15. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of **FAYETTE COUNTY** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
16. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **FAYETTE COUNTY**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **FAYETTE COUNTY** would have been obligated to pay if the services had not been defective.
17. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
18. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
19. In the event **FAYETTE COUNTY** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **FAYETTE COUNTY** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **FAYETTE COUNTY** agrees to release the Consultant from any liability arising from such changes. In addition, **FAYETTE COUNTY** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
20. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
21. The proposal represents the entire understanding between **FAYETTE COUNTY** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
22. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

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Initials

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Date

# FCPS Budget Amendments



BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 19 th day of September 2024 it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the Federal Funds #141 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION GENERAL EDUCATION FUND FUND  
BUDGET AMENDMENT  
F/Y 24-25  
Sep-24**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		\$ -	
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>71100</b>	<b>Regular Instruction Program</b>		
116	Teachers	\$ 523,095.45	
201	Social Security	\$ 31,811.92	
204	Pensions	\$ 32,632.87	
212	Employer Medicare Liability	\$ 7,439.88	
399	Other Contracted Services		\$ 594,980.12
			Fees for Virtual Teachers - Gen. Ed
	Subtotal 71100	\$ 594,980.12	\$ 594,980.12
<b>71200</b>	<b>Special Education Program</b>		
116	Teachers	\$64,244.54	
201	Social Security	\$3,859.16	
204	Pensions	\$3,958.75	
212	Employer Medicare Liability	\$902.55	
399	Other Contracted Services		\$ 72,965.00
			Fees for Virtual Teachers - SPED
	Subtotal 71200	\$72,965.00	\$ 72,965.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$667,945.12	\$ 667,945.12
Prior Estimated Expenditures		\$ -	
Total Estimated Expenditures this Amendment		\$ -	
Projected Undesignated Fund Balance before Amendment		\$ 5,031,320.00	
Change in Undesignated Fund Balance this Amendment		\$ -	
Estimated Ending Undesignated Fund Balance as of June 30, 2025		\$ 5,031,320.00	

**RESOLUTION**

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 19th day of September, 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the Federal Funds #142 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION FEDERAL FUND  
BUDGET AMENDMENT  
F/Y 24-25  
September**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
	\$ -	\$ -
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
47401 ESSER III	\$ 100,211.09	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<u>\$ 100,211.09</u>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<b>71100 Regular Instruction Program</b>		
471 934		\$ 100,211.09 Additional Allocation- iReady
<b>Subtotal</b>	<u>\$ -</u>	<u>\$ 100,211.09</u>
<b>EXPENDITURE ACCOUNTS:</b>	<u>\$0.00</u>	<u>\$ 100,211.09</u>
<b>Prior Estimated Expenditures</b>		\$ -
<b>Total Estimated Expenditures this Amendment</b>		\$ 100,211.09
<b>Projected Undesignated Fund Balance before Amendment</b>		\$ -
<b>Change in Undesignated Fund Balance this Amendment</b>		\$ -
<b>Estimated Ending Undesignated Fund Balance as of June 30, 2025</b>		\$ -



# Fayette County Sheriff's Office

James R. "Bobby" Riles, Sheriff

## September, 2024 Sheriff's Department Report

### DUI ARREST

Fayette County SO	8
THP	6
Oakland PD	1
Piperton PD	0
Somerville PD	0
Moscow PD	0
Rossville PD	0
Galloway PD	0

**TOTAL: 15**

### SHERIFF'S OFFICE MILEAGE

**153,100 miles**

### JAIL NUMBERS

Bookings	202
Releases	183
Average Daily Population	93
Highest Daily Population	109
Lowest Daily Population	86

## Call Summary

### Fayette County Sheriffs Department

705 Justice Drive

Somerville, TN 38068

County: Fayette

Year: 2024

Agency Affiliation: Sheriff

Report Date: 10/01/2024 02:00:49

Report Date From: 09/01/2024

Report Date To: 09/30/2024

Period Group: Month

Days Of Week: All

Call Type: Administrative

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911 Totals

Agency Affiliation: All

		2024	Total
Administrative	Inbound	4,290	4,290
	Abandoned	1,720	1,720
	Outbound	2,287	2,287
	Unparsed	0	0
	Total	8,297	8,297
	Avg Call Duration	46.9	46.9
	Total	8,297	8,297

# Call Summary

## Fayette County Sheriffs Department

705 Justice Drive

Somerville, TN 38068

County: Fayette

Year: 2024

Agency Affiliation: Sheriff

Report Date: 10/01/2024 02:11:41

Report Date From: 09/01/2024

Report Date To: 09/30/2024

Period Group: Month

Days Of Week: All

Call Type: 911 Calls

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911 Totals

Agency Affiliation: All

		2024	Total
911	Inbound	1,253	1,253
	Abandoned	92	92
	Abandoned %	6.84%	6.84%
	Unparsed	0	0
	Total	1,345	1,345
	Avg Call Duration	91.1	91.1
	Total	1,345	1,345

September 2024

September							October						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9/1	2	3 G/S Crt	4 Juv Crt	5 Chancery Crt G/S Crt Traffic 1330	6	7
8	9 G/S Traffic	10 G/S Crt	11 Juv Crt	12 Chancery Crt G/S Crt	13	14
15	16 G/S Civil	17 G/S Crt	18	19 Chancery Crt G/S Crt	20	21
22	23 G/S Civil	24 G/S Crt Tax Sale 10am	25 Juv Crt C/S	26 G/S Crt	27	28
29	30	10/1	2	3	4	5





**FAYETTE COUNTY SHERIFF'S OFFICE**  
Sheriff Bobby Riles

705 Justice Drive  
Somerville, TN 38068  
(901) 465-3456

End of Month - Prisoner Transports

Printed on October 1, 2024

[Start Date] is between '2024-09-01 00:00:00' and '2024-09-30 23:59:59' and

[Type] is in this list 'E'Court', E'Federal', E'Medical', E'Pick Up" and [Type] is not in this list 'E'CANCELED', E'Created in Error"

Transports with 0 values incomplete. Enter the required values on the costs tab of the transport log.

Transport #	Type	Start	End	Charged Hours	Total Personnel	Personnel Cost	Starting Mileage	Ending Mileage	Charged Mileage	Mileage Cost	Total Cost
IT202400169	Federal	09/03/24 11:00	09/03/24 16:00	0.00	0	\$0.00	0	0	0	\$0.00	\$0.00
IT202400168	Pick Up	09/03/24 14:00	09/03/24 22:00	0.00	1	\$0.00	0	0	0	\$0.00	\$0.00
IT202400170	Federal	09/04/24 08:30	09/04/24 18:00	4.00	2	\$216.00	119294	119397	103	\$64.38	\$280.38
IT202400171	Medical	09/05/24 12:00	09/05/24 16:00	0.00	0	\$0.00	0	0	0	\$0.00	\$0.00
IT202400173	Federal	09/06/24 06:45	09/06/24 13:00	6.25	2	\$337.50	206631	206717	86	\$53.75	\$391.25
IT202400172	Pick Up	09/06/24 12:45	09/06/24 13:25	0.67	1	\$18.09	98409	98439	30	\$18.75	\$36.84
IT202400174	Pick Up	09/11/24 14:55	09/11/24 15:53	0.97	1	\$26.19	98611	98657	46	\$28.75	\$54.94
IT202400176	Medical	09/24/24 07:00	09/24/24 12:00	0.00	0	\$0.00	0	0	0	\$0.00	\$0.00
IT202400178	Pick Up	09/25/24 11:00	09/25/24 22:00	0.00	2	\$0.00	0	0	0	\$0.00	\$0.00
IT202400189	Pick Up	09/25/24 13:24	09/25/24 15:27	2.05	2	\$110.70	184709	184846	137	\$85.63	\$196.33
IT202400188	Pick Up	09/26/24 13:39	09/26/24 14:16	0.62	1	\$16.74	185056	185087	31	\$19.38	\$36.12
IT202400187	Pick Up	09/27/24 11:51	09/27/24 13:47	1.93	1	\$52.11	176787	176849	62	\$38.75	\$90.86
Hourly Rate per Guard = \$27.00				16.49		\$777.33			495	\$309.39	\$1086.72
Rate per Mile = \$0.585											

**Total Records: 12**



**FAYETTE COUNTY SHERIFF'S OFFICE**  
Sheriff Bobby Riles

705 Justice Drive  
Somerville, TN 38068  
(901) 465-3456

CFS by Agency Totals - Previous Month

Printed on October 3, 2024

[CFS->CFS Date/Time] is between '2024-09-01 00:00:00' and '2024-09-30 23:59:59' and

[CFS->Primary Incident Code->Description] is not in this list 'E'LE - Security Check / Routine Check"

PLEASE NOTE CALL TYPE "SECURITY CHECK" HAS BEEN EXCLUDED FROM THESE TOTALS

**BFD STATION 2 - BRADEN Total: 33**

**CFD STATION 8 - LAGRANGE Total: 15**

**EMA Total: 6**

**EMA OFFICE Total: 2**

**EMS STATION 10 SUBSTATION Total: 107**

**EMS STATION 4 OAKLAND Total: 138**

**EMS STATION 6 ROSSVILLE Total: 76**

**EMS STATION HQ Total: 326**

**FCFD ADMIN - STATION 18 Total: 39**

**FCFD STATION 10 - SUBSTATION Total: 36**

**FCFD STATION 11 - MACON Total: 125**

**FCFD STATION 12 - NORTH Total: 53**

**FCFD STATION 13 - NORTHEAST Total: 42**

**FCFD STATION 14 - HICKORY WITHE Total: 110**

**FCFD STATION 15 - SOUTHEAST Total: 21**



PLEASE NOTE CALL TYPE "SECURITY CHECK" HAS BEEN EXCLUDED FROM THESE TOTALS

**FCFD STATION 16 - SOUTHWEST Total: 26**  
**FCFD STATION 7 - WILLSTON Total: 238**  
**FCFD STATION 9 - MOSCOW Total: 46**  
**FCSO CJC Total: 2927**  
**GALLAWAY PD Total: 51**  
**GFD STATION 5 - GALLAWAY Total: 99**  
**LAGRANGE PD Total: 15**  
**MOSCOW PD Total: 245**  
**OAKLAND PD Total: 1063**  
**OFD STATION 4 - OAKLAND Total: 271**  
**OTHER GOVERNMENT AGENCY - OTHER Total: 27**  
**OUT OF COUNTY EMS Total: 2**  
**OUT OF COUNTY FIRE Total: 3**  
**OUT OF COUNTY LAW Total: 13**  
**PFD STATION 3 - PIPERTON Total: 52**  
**PIPERTON PD Total: 249**  
**RFD STATION 6 - ROSSVILLE Total: 12**  
**ROSSVILLE PD Total: 253**  
**SFD STATION 1 - SOMERVILLE Total: 313**  
**SOMERVILLE PD Total: 629**

PLEASE NOTE CALL TYPE "SECURITY CHECK" HAS BEEN EXCLUDED FROM THESE TOTALS

**THP Total: 52**

**Total: 10**

**Total Records: 7725**



## **FAYETTE COUNTY SHERIFF'S OFFICE**

Sheriff Bobby Riles

705 Justice Drive  
Somerville, TN 38068  
(901) 465-3456

End of Month - CFS Report by Call Type (FCSO  
ONLY)

Printed on October 1, 2024

Previous month's Call For Service Summary Report for Fayette County Sheriff's Office Units.

### **Call Type**

**911 - Transferred Call To Other Agency; LE - Suspicious Person / Activity / Vehicle  
Total: 2**

**AC - Animal Control Response Total: 94**

**AC - Animal Control Response; LE - Animal (Law Enforcement Response) Total: 3**

**AC - Animal Control Response; LE - Civil Matter Total: 3**

**AC - Animal Control Response; Medical - Animal Bites/Attacks; LE - Animal (Law  
Enforcement Response) Total: 2**

**Disregard - Opened in Error or Training Use Only Total: 3**

**Fire - Grass / Brush / Vegetation / Wildland Total: 1**

**Fire - Lift Assist ; LE - Assist Other Agencies Total: 2**

**Fire - Outside / Grass Total: 1**

**Fire - Outside / Grass; LE - Assist Other Agencies Total: 5**

**Fire - Service Call / Control Burn Permit Total: 1**

**Fire - Service Call / Control Burn Permit; LE - Damage / Vandalism / Mischief Total:  
2**

**Fire - Service Call / Control Burn Permit; LE - Traffic Crash (No Injury) Total: 2**

**Fire - Structure Total: 3**

**Fire - Vehicle Total: 1**

**Fire - Vehicle; LE - Assist Other Agencies Total: 2**

**LE - 911 Hang up / Open Line Total: 48**

**LE - 911 Hang up / Open Line; LE - Miscellaneous Total: 1**

**LE - 911 Hang up / Open Line; LE - Welfare Check Total: 3**

**LE - 911 Hang up / Open Line; Medical - Stroke (CVA) / Transient Ischemic Attack  
(TIA) Total: 3**

Call Type

**LE - Abduction / Kidnapping Total: 4**

**LE - Alarm Total: 65**

**LE - Animal (Law Enforcement Response) Total: 4**

**LE - Animal (Law Enforcement Response); AC - Animal Control Response Total: 2**

**LE - Arrest Warrant Total: 26**

**LE - Arrest Warrant; LE - Transport Total: 1**

**LE - Assault Total: 7**

**LE - Assist Other Agencies Total: 15**

**LE - Bomb Threat Total: 12**

**LE - Burglary (Break and Enter) / Home Invasion Total: 7**

**LE - Civil Matter Total: 32**

**LE - Civil Matter; LE - Welfare Check Total: 2**

**LE - Damage / Vandalism / Mischief Total: 10**

**LE - Disturbance Total: 43**

**LE - Disturbance; LE - 911 Hang up / Open Line Total: 2**

**LE - Disturbance; LE - Assault; Medical - Sick Person Call Total: 5**

**LE - Domestic Disturbance / Violence Total: 11**

**LE - Domestic Disturbance / Violence; LE - 911 Hang up / Open Line Total: 2**

**LE - Domestic Disturbance / Violence; LE - Weapons / Firearms Armed Party / Shots Fired Total: 5**

**LE - Drug / Narcotics Total: 2**

**LE - Drug / Narcotics ; LE - School Related Incident Total: 2**

**LE - Drug Overdose Total: 3**

**LE - Drug Overdose; Medical - Overdose / Poisoning (Ingestion) Total: 3**

**LE - Escort Total: 25**

**LE - Flock Camera Hit / Attempt to Locate Total: 20**

**LE - Found Property Total: 3**

Call Type

**LE - Fraud / Deception Total: 6**

**LE - Harassment / Stalking / Threats Made Total: 25**

**LE - Harassment / Stalking / Threats Made; LE - Civil Matter Total: 2**

**LE - Harassment / Stalking / Threats Made; LE - School Related Incident Total: 10**

**LE - Lost Property Total: 6**

**LE - Mental Disorder (Behavior Problems) / 401 Total: 11**

**LE - Mental Disorder (Behavior Problems) / 401; LE - School Related Incident Total: 1**

**LE - Mental Disorder (Behavior Problems) / 401; LE - Suspicious Person / Activity / Vehicle Total: 3**

**LE - Miscellaneous Total: 30**

**LE - Miscellaneous; LE - School Related Incident Total: 12**

**LE - Miscellaneous; LITTER PICKUP REQUEST Total: 1**

**LE - Missing Person / Runaway (Juvenile) Total: 1**

**LE - Motorist Assist Total: 36**

**LE - Nuisance / Noise Complaint Total: 7**

**LE - Public (Community) Service Total: 165**

**LE - Public (Community) Service; POST - LE Community Involvement Hours Credit Total: 27**

**LE - School Related Incident Total: 9**

**LE - Search Warrant Total: 10**

**LE - Security Check / Routine Check Total: 3533**

**LE - Security Check / Routine Check; LE - School Related Incident Total: 30**

**LE - Security Check / Routine Check; LE - Suspicious Person / Activity / Vehicle Total: 1**

**LE - Serving Papers Total: 244**

**LE - Sexual Assault Total: 3**

**LE - Suicidal Person / Attempted Suicide Total: 5**

Call Type

LE - Supplemental / Followup Total: 40

LE - Suspicious Person / Activity / Vehicle Total: 96

LE - Suspicious Person / Activity / Vehicle; LE - School Related Incident Total: 1

LE - Suspicious Person / Activity / Vehicle; Medical - Psychiatric / Abnormal Behavior / Suicide Attempt Total: 1

LE - Suspicious Person / Activity / Vehicle; Medical - Sick Person Call Total: 2

LE - Theft / Larceny Total: 15

LE - Traffic Crash (Injury) Total: 19

LE - Traffic Crash (Injury); LE - 911 Hang up / Open Line Total: 3

LE - Traffic Crash (Injury); Medical - Traffic / Transportation Incident Total: 2

LE - Traffic Crash (No Injury) Total: 44

LE - Traffic Crash (No Injury); Medical - Traffic / Transportation Incident Total: 4

LE - Traffic Hazard / Debris in Roadway Total: 35

LE - Traffic Hazard / Debris in Roadway; LE - Assist Other Agencies Total: 3

LE - Traffic Stop / Violation / Complaint Total: 1093

LE - Traffic Stop / Violation / Complaint; Medical - Unconscious / Fainting (Near) Total: 5

LE - Transport Total: 23

LE - Transport; LE - Arrest Warrant Total: 1

LE - Trespassing / Unwanted Party Total: 29

LE - Trespassing / Unwanted Party; Medical - Sick Person Call Total: 1

LE - Unruly Juvenile Total: 6

LE - Vehicle Lockout Total: 76

LE - Wanted Person / Attempt to Locate Total: 121

LE - Wanted Person / Attempt to Locate; Medical - Sick Person Call Total: 2

LE - Weapons / Firearms Armed Party / Shots Fired Total: 24

LE - Weapons / Firearms Armed Party / Shots Fired; Medical - Sick Person Call Total: 6

Call Type

**LE - Welfare Check Total: 48**

**LE - Welfare Check; AC - Animal Control Response Total: 3**

**LITTER PICKUP REQUEST Total: 1**

**Medical - Abdominal Pain / Problems; LE - Domestic Disturbance / Violence Total: 2**

**Medical - Animal Bites/Attacks; AC - Animal Control Response Total: 2**

**Medical - Animal Bites/Attacks; LE - Assist Other Agencies; AC - Animal Control Response Total: 4**

**Medical - Breathing Problems / Choking Total: 5**

**Medical - Breathing Problems / Choking; LE - Assist Other Agencies Total: 2**

**Medical - Cardiac or Respiratory Arrest / Death; LE - Deceased Person Total: 4**

**Medical - Chest Pain (Non-traumatic) Total: 5**

**Medical - Chest Pain (Non-traumatic); LE - Assist Other Agencies Total: 3**

**Medical - Convulsions / Seizures Total: 2**

**Medical - Drowning (near) / Diving / SCUBA Accident; LE - Deceased Person Total: 5**

**Medical - Falls Total: 3**

**Medical - Heart Problems / AICD Total: 2**

**Medical - Hemmorage / Laceration; LE - Intoxicated Subject / Public Drunk Total: 2**

**Medical - Overdose / Poisoning (Ingestion); LE - Drug Overdose; LE - Assist Other Agencies Total: 3**

**Medical - Overdose / Poisoning (Ingestion); LE - Suicidal Person / Attempted Suicide Total: 5**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - 911 Hang up / Open Line Total: 2**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Assist Other Agencies Total: 2**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Suicidal Person / Attempted Suicide Total: 6**

**Medical - Sick Person Call Total: 4**

Call Type

**Medical - Sick Person Call; LE - Assault Total: 2**

**Medical - Sick Person Call; LE - Trespassing / Unwanted Party Total: 3**

**Medical - Sick Person Call; LE - Welfare Check Total: 1**

**Medical - Stroke (CVA) / Transient Ischemic Attack (TIA); LE - Assist Other Agencies Total: 2**

**Medical - Traffic / Transportation Incident; LE - 911 Hang up / Open Line; LE - Traffic Crash (Injury) Total: 3**

**Medical - Traffic / Transportation Incident; LE - Assist Other Agencies Total: 1**

**Medical - Traffic / Transportation Incident; LE - Assist Other Agencies; LE - Traffic Crash (Injury) Total: 3**

**Medical - Traffic / Transportation Incident; LE - Traffic Crash (Injury) Total: 12**

**Medical - Unconscious / Fainting (Near); LE - Assist Other Agencies Total: 5**

**Medical - Unconscious / Fainting (Near); LE - Deceased Person Total: 7**

**Medical - Unconscious / Fainting (Near); LE - Traffic Stop / Violation / Complaint;**

**Medical - Overdose / Poisoning (Ingestion) Total: 4**

**Medical - Unknown Problem (Man Down); LE - Search Warrant Total: 7**

**POST - LE Community Involvement Hours Credit; LE - Public (Community) Service Total: 3**

**Total: 13**

**Total Records: 6506**





## **FAYETTE COUNTY SHERIFF'S OFFICE**

Sheriff Bobby Riles

705 Justice Drive  
Somerville, TN 38068  
(901) 465-3456

End of Month - CFS Report by Call Type (ALL  
AGENCIES)

Printed on October 1, 2024

Previous month's Call For Service Summary Report for all agencies dispatched including municipalities.

### Call Type

**911 - Transferred Call To Other Agency Total: 31**

**911 - Transferred Call To Other Agency; LE - Suspicious Person / Activity / Vehicle  
Total: 3**

**AC - Animal Control Response Total: 94**

**AC - Animal Control Response; LE - Animal (Law Enforcement Response) Total: 4**

**AC - Animal Control Response; LE - Civil Matter Total: 5**

**AC - Animal Control Response; Medical - Animal Bites/Attacks; LE - Animal (Law  
Enforcement Response) Total: 8**

**Disregard - Opened in Error or Training Use Only Total: 6**

**Duplicate Call Total: 1**

**EMA - Assist Other Agency Total: 1**

**Fire - Alarm Total: 47**

**Fire - Alarm; LE - Assist Other Agencies Total: 7**

**Fire - Electrical Hazard Total: 4**

**Fire - Electrical Hazard; LE - Assist Other Agencies Total: 6**

**Fire - Gas Leak / Gas Odor (Natural and LP Gases) Total: 8**

**Fire - Gas Leak / Gas Odor (Natural and LP Gases); LE - Assist Other Agencies  
Total: 4**

**Fire - Gas Leak / Gas Odor (Natural and LP Gases); LE - Traffic Hazard / Debris in  
Roadway Total: 9**

**Fire - Grass / Brush / Vegetation / Wildland Total: 33**

**Fire - Lift Assist Total: 72**

**Fire - Lift Assist ; LE - Assist Other Agencies Total: 25**

**Fire - Lift Assist ; Medical - Falls Total: 3**

Call Type

**Fire - Odor (Strange / Unknown) Total: 4**

**Fire - Outside / Grass Total: 54**

**Fire - Outside / Grass; LE - Assist Other Agencies Total: 33**

**Fire - Service Call / Control Burn Permit Total: 15**

**Fire - Service Call / Control Burn Permit; LE - Damage / Vandalism / Mischief Total: 9**

**Fire - Service Call / Control Burn Permit; LE - Traffic Crash (No Injury) Total: 13**

**Fire - Smoke Investigation Total: 10**

**Fire - Smoke Investigation; LE - Assist Other Agencies Total: 3**

**Fire - Smoke Investigation; PW - Public Works / Utilities Total: 4**

**Fire - Structure Total: 42**

**Fire - Vehicle Total: 20**

**Fire - Vehicle; LE - Assist Other Agencies Total: 13**

**LE - 911 Hang up / Open Line Total: 93**

**LE - 911 Hang up / Open Line; LE - Assist Other Agencies Total: 1**

**LE - 911 Hang up / Open Line; LE - Miscellaneous Total: 1**

**LE - 911 Hang up / Open Line; LE - Welfare Check Total: 4**

**LE - 911 Hang up / Open Line; Medical - Chest Pain (Non-traumatic) Total: 5**

**LE - 911 Hang up / Open Line; Medical - Stroke (CVA) / Transient Ischemic Attack (TIA) Total: 7**

**LE - Abduction / Kidnapping Total: 6**

**LE - Abuse / Abandonment / Neglect Total: 3**

**LE - Alarm Total: 185**

**LE - Animal (Law Enforcement Response) Total: 9**

**LE - Animal (Law Enforcement Response); AC - Animal Control Response Total: 3**

**LE - Arrest Warrant Total: 32**

**LE - Arrest Warrant; LE - Transport Total: 1**

**LE - Assault Total: 7**

Call Type

**LE - Assist Other Agencies Total: 37**  
**LE - Bomb Threat Total: 15**  
**LE - Burglary (Break and Enter) / Home Invasion Total: 10**  
**LE - Civil Matter Total: 76**  
**LE - Civil Matter; LE - Welfare Check Total: 2**  
**LE - Damage / Vandalism / Mischief Total: 39**  
**LE - Disturbance Total: 80**  
**LE - Disturbance; LE - 911 Hang up / Open Line Total: 2**  
**LE - Disturbance; LE - Assault; Medical - Sick Person Call Total: 9**  
**LE - Domestic Disturbance / Violence Total: 19**  
**LE - Domestic Disturbance / Violence; LE - 911 Hang up / Open Line Total: 2**  
**LE - Domestic Disturbance / Violence; LE - Weapons / Firearms Armed Party / Shots Fired Total: 9**  
**LE - Drug / Narcotics Total: 3**  
**LE - Drug / Narcotics ; LE - School Related Incident Total: 2**  
**LE - Drug Overdose Total: 7**  
**LE - Drug Overdose; Medical - Overdose / Poisoning (Ingestion) Total: 7**  
**LE - Escort Total: 42**  
**LE - Fireworks Complaint Total: 2**  
**LE - Flock Camera Hit / Attempt to Locate Total: 22**  
**LE - Found Property Total: 3**  
**LE - Fraud / Deception Total: 19**  
**LE - Harassment / Stalking / Threats Made Total: 40**  
**LE - Harassment / Stalking / Threats Made; LE - Civil Matter Total: 2**  
**LE - Harassment / Stalking / Threats Made; LE - School Related Incident Total: 10**  
**LE - Lost Property Total: 7**  
**LE - Mental Disorder (Behavior Problems) / 401 Total: 23**

Call Type

**LE - Mental Disorder (Behavior Problems) / 401; LE - School Related Incident Total: 1**

**LE - Mental Disorder (Behavior Problems) / 401; LE - Suspicious Person / Activity / Vehicle Total: 3**

**LE - Miscellaneous Total: 73**

**LE - Miscellaneous; LE - School Related Incident Total: 12**

**LE - Miscellaneous; LITTER PICKUP REQUEST Total: 1**

**LE - Missing Person / Runaway (Juvenile) Total: 1**

**LE - Motorist Assist Total: 82**

**LE - Nuisance / Noise Complaint Total: 15**

**LE - Public (Community) Service Total: 180**

**LE - Public (Community) Service; POST - LE Community Involvement Hours Credit Total: 27**

**LE - School Related Incident Total: 9**

**LE - Search Warrant Total: 10**

**LE - Security Check / Routine Check Total: 5190**

**LE - Security Check / Routine Check; LE - School Related Incident Total: 31**

**LE - Security Check / Routine Check; LE - Suspicious Person / Activity / Vehicle Total: 1**

**LE - Serving Papers Total: 244**

**LE - Sexual Assault Total: 3**

**LE - Suicidal Person / Attempted Suicide Total: 7**

**LE - Supplemental / Followup Total: 75**

**LE - Suspicious Person / Activity / Vehicle Total: 213**

**LE - Suspicious Person / Activity / Vehicle; LE - School Related Incident Total: 1**

**LE - Suspicious Person / Activity / Vehicle; Medical - Psychiatric / Abnormal Behavior / Suicide Attempt Total: 5**

**LE - Suspicious Person / Activity / Vehicle; Medical - Sick Person Call Total: 6**

**LE - Theft / Larceny Total: 38**

Call Type

**LE - Traffic Crash (Injury) Total: 106**

**LE - Traffic Crash (Injury); LE - 911 Hang up / Open Line Total: 3**

**LE - Traffic Crash (Injury); Medical - Traffic / Transportation Incident Total: 5**

**LE - Traffic Crash (No Injury) Total: 118**

**LE - Traffic Crash (No Injury); Medical - Traffic / Transportation Incident Total: 21**

**LE - Traffic Hazard / Debris in Roadway Total: 76**

**LE - Traffic Hazard / Debris in Roadway; LE - Assist Other Agencies Total: 4**

**LE - Traffic Stop / Violation / Complaint Total: 2669**

**LE - Traffic Stop / Violation / Complaint; LE - Welfare Check Total: 1**

**LE - Traffic Stop / Violation / Complaint; Medical - Convulsions / Seizures Total: 5**

**LE - Traffic Stop / Violation / Complaint; Medical - Unconscious / Fainting (Near)  
Total: 8**

**LE - Transport Total: 28**

**LE - Transport; LE - Arrest Warrant Total: 1**

**LE - Trespassing / Unwanted Party Total: 48**

**LE - Trespassing / Unwanted Party; Medical - Sick Person Call Total: 9**

**LE - Unruly Juvenile Total: 17**

**LE - Vehicle Lockout Total: 80**

**LE - Wanted Person / Attempt to Locate Total: 123**

**LE - Wanted Person / Attempt to Locate; Medical - Sick Person Call Total: 6**

**LE - Weapons / Firearms Armed Party / Shots Fired Total: 36**

**LE - Weapons / Firearms Armed Party / Shots Fired; Medical - Sick Person Call  
Total: 13**

**LE - Welfare Check Total: 128**

**LE - Welfare Check; AC - Animal Control Response Total: 3**

**LITTER PICKUP REQUEST Total: 1**

**Medical - Abdominal Pain / Problems Total: 48**

**Medical - Abdominal Pain / Problems; LE - Assist Other Agencies Total: 5**

Call Type

**Medical - Abdominal Pain / Problems; LE - Domestic Disturbance / Violence Total: 5**

**Medical - Alarm Total: 32**

**Medical - Alarm; LE - Assist Other Agencies Total: 5**

**Medical - Allergic Reaction / Envenomation (Stings/Bites) Total: 15**

**Medical - Animal Bites/Attacks; AC - Animal Control Response Total: 6**

**Medical - Animal Bites/Attacks; LE - Assist Other Agencies; AC - Animal Control Response Total: 8**

**Medical - Back Pain (Non-traumatic / non-recent trauma) Total: 9**

**Medical - Breathing Problems / Choking Total: 178**

**Medical - Breathing Problems / Choking; LE - 911 Hang up / Open Line Total: 3**

**Medical - Breathing Problems / Choking; LE - Assist Other Agencies Total: 28**

**Medical - Breathing Problems / Choking; LE - Disturbance Total: 6**

**Medical - Burns / Scalds / Blast Injuries Total: 6**

**Medical - Cardiac or Respiratory Arrest / Death; LE - Deceased Person Total: 17**

**Medical - Chest Pain (Non-traumatic) Total: 122**

**Medical - Chest Pain (Non-traumatic); 911 - Transferred Call To Other Agency Total: 8**

**Medical - Chest Pain (Non-traumatic); LE - Assist Other Agencies Total: 20**

**Medical - Chest Pain (Non-traumatic); Medical - Alarm Total: 3**

**Medical - Convulsions / Seizures Total: 39**

**Medical - Convulsions / Seizures; LE - Assist Other Agencies Total: 4**

**Medical - Diabetic Problems Total: 23**

**Medical - Diabetic Problems; LE - Assist Other Agencies Total: 5**

**Medical - Drowning (near) / Diving / SCUBA Accident; LE - Deceased Person Total: 16**

**Medical - Falls Total: 141**

**Medical - Falls; LE - Assist Other Agencies Total: 30**

**Medical - Headache Total: 10**

Call Type

**Medical - Heart Problems / AICD Total: 57**

**Medical - Heart Problems / AICD; LE - Assist Other Agencies Total: 20**

**Medical - Heart Problems / AICD; LE - Assist Other Agencies; Fire - Lift Assist  
Total: 4**

**Medical - Hemmorage / Laceration Total: 18**

**Medical - Hemmorage / Laceration; LE - Assist Other Agencies Total: 4**

**Medical - Hemmorage / Laceration; LE - Intoxicated Subject / Public Drunk Total: 6**

**Medical - Overdose / Poisoning (Ingestion) Total: 6**

**Medical - Overdose / Poisoning (Ingestion); LE - Drug Overdose; LE - Assist Other  
Agencies Total: 7**

**Medical - Overdose / Poisoning (Ingestion); LE - Suicidal Person / Attempted  
Suicide Total: 14**

**Medical - Pregnancy / Chidbirth / Miscarriage Total: 11**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - 911 Hang up /  
Open Line Total: 7**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Assist Other  
Agencies Total: 8**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Suicidal Person /  
Attempted Suicide Total: 19**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Suicidal Person /  
Attempted Suicide; LE - Mental Disorder (Behavior Problems) / 401 Total: 6**

**Medical - Psychiatric / Abnormal Behavior / Suicide Attempt; LE - Welfare Check  
Total: 4**

**Medical - Sick Person Call Total: 380**

**Medical - Sick Person Call; LE - Assault Total: 7**

**Medical - Sick Person Call; LE - Assist Other Agencies Total: 31**

**Medical - Sick Person Call; LE - Disturbance Total: 6**

**Medical - Sick Person Call; LE - Trespassing / Unwanted Party Total: 6**

**Medical - Sick Person Call; LE - Welfare Check Total: 11**

**Medical - Stroke (CVA) / Transient Ischemic Attack (TIA) Total: 58**

Call Type

**Medical - Stroke (CVA) / Transient Ischemic Attack (TIA); LE - Assist Other Agencies Total: 14**

**Medical - Traffic / Transportation Incident Total: 2**

**Medical - Traffic / Transportation Incident; LE - 911 Hang up / Open Line; LE - Traffic Crash (Injury) Total: 17**

**Medical - Traffic / Transportation Incident; LE - Assist Other Agencies Total: 14**

**Medical - Traffic / Transportation Incident; LE - Assist Other Agencies; LE - Traffic Crash (Injury) Total: 22**

**Medical - Traffic / Transportation Incident; LE - Traffic Crash (Injury) Total: 39**

**Medical - Traumatic Injuries (Specific) Total: 9**

**Medical - Unconscious / Fainting (Near) Total: 80**

**Medical - Unconscious / Fainting (Near); 911 - Transferred Call To Other Agency Total: 5**

**Medical - Unconscious / Fainting (Near); LE - Assist Other Agencies Total: 41**

**Medical - Unconscious / Fainting (Near); LE - Deceased Person Total: 34**

**Medical - Unconscious / Fainting (Near); LE - Traffic Stop / Violation / Complaint; Medical - Overdose / Poisoning (Ingestion) Total: 10**

**Medical - Unknown Problem (Man Down); LE - Search Warrant Total: 8**

**POST - LE Community Involvement Hours Credit; LE - Public (Community) Service Total: 3**

**PW - Public Works / Utilities Total: 4**

**PW - Public Works / Utilities; Fire - Service Call / Control Burn Permit Total: 3**

**Total: 13**

**Total Records: 12974**



## **AGREEMENT FOR ANIMAL LICENSING SERVICES**

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THIS AGREEMENT FOR ANIMAL LICENSING SERVICES ("Agreement") is made and entered into by and between FAYETTE COUNTY, TENNESSEE GOVERNMENT and hereinafter called "COUNTY," and PETDATA, INC., a Texas for-profit corporation, hereinafter called "CONTRACTOR," as of the date last signed by a party as reflected on the signature page of this Agreement ("the Execution Date").

For good and valuable consideration, COUNTY and CONTRACTOR agree as follows:

### **1. SERVICES**

For the consideration set forth below, CONTRACTOR agrees to provide to COUNTY the animal licensing services described under "CONTRACTOR's RESPONSIBILITIES" in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Services"), upon the terms and conditions of this Agreement. The Services relate to COUNTY's licensing and registration of pets. COUNTY agrees to perform "COUNTY's RESPONSIBILITIES" described in Exhibit A. In the event of any conflict between any of the contents of Exhibit A and any of the provisions of the main body of this Agreement, the provisions of the main body of this Agreement will prevail.

### **2. OVERSIGHT AND COORDINATION**

All Services shall be performed to the reasonable satisfaction of COUNTY, as reasonably determined by COUNTY's Administrator or other person whom COUNTY shall from time to time designate to monitor the performance of the Services by CONTRACTOR. COUNTY agrees to promptly notify CONTRACTOR of the name and contact information of the person who will monitor the performance of the Services on behalf of COUNTY, and to promptly notify CONTRACTOR of any changes to COUNTY'S monitoring designee or the contact information for COUNTY's monitoring designee.

### **3. PERFORMANCE OF SERVICES**

CONTRACTOR acknowledges that, prior to signing this Agreement, CONTRACTOR has become familiar with the scope of the Services required under this Agreement. Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine, and shall not be required to perform any of the Services at a COUNTY location. COUNTY acknowledges that CONTRACTOR shall not be obligated to commence the performance of the Services until the Commencement Date, as hereinafter provided. CONTRACTOR shall not be responsible or liable to COUNTY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by COUNTY or any third party that are caused by (i) COUNTY or any of COUNTY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement.

### **4. CUSTOM SUPPLIES**

If COUNTY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, COUNTY will provide those supplies to CONTRACTOR without charge.

## **5. BANK ACCOUNTS**

Licensing fees and any other amounts that are collected by CONTRACTOR for the benefit of COUNTY under this Agreement will be deposited into an account of one of the following types that is from time to time designated by COUNTY (a “Bank Account”):

- A. An account established and maintained by COUNTY in its name at a bank or other financial institution (a “COUNTY Account”); or
- B. A separate account established and maintained by CONTRACTOR at a bank or other financial institution selected by CONTRACTOR in which will be deposited funds that relate solely to this Agreement (a “Maintained Account”).

COUNTY will initially designate the type of Bank Account to be utilized hereunder in a notice that COUNTY will deliver to CONTRACTOR during the Transition Phase in accordance with Section 11. COUNTY may thereafter change the designation of the type of Bank Account to be utilized hereunder from time to time upon notice to CONTRACTOR, and CONTRACTOR will have a reasonable time in order to effect any such requested change. COUNTY will reimburse CONTRACTOR for all out-of-pocket expenses incurred by CONTRACTOR in connection with any change in the type of Bank Account utilized hereunder. COUNTY acknowledges and consents that CONTRACTOR may make an initial deposit into a Maintained Account from CONTRACTOR’s funds in order to establish the account, which initial deposit will be refunded or otherwise reimbursed to CONTRACTOR. When a Maintained Account is closed, any funds remaining in the account after the payment of all amounts due COUNTY hereunder will belong to and be disbursed to CONTRACTOR.

## **6. COMPENSATION TO CONTRACTOR**

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

### **A. Basic Fees.**

COUNTY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by COUNTY, CONTRACTOR, veterinarians, or any other persons:

- 1) \$4.40 for each one-year license or replacement tag and for the first year for each multi-year license (which amount is subject to adjustment as provided below).
- 2) \$2.00 for each additional year after the first year for each multi-year license.
- 3) \$2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

The fee provided for in clause 1), above, will be adjusted as follows during any of the following periods that fall within the term of this Agreement: (a) commencing on the third (3rd) annual anniversary of the Execution Date and continuing until the fifth (5th) annual anniversary of the Execution Date, the fee provided for in clause 1), above, will be \$4.50; and (b) if the term of this Agreement is for more than five (5) years, then, commencing on the fifth (5th) annual anniversary of the Execution Date and continuing on each annual anniversary of the Execution Date thereafter throughout the remaining term of this Agreement, the fee provided for in clause 1), as previously adjusted, will increase by an amount equal to five percent (5%) of the fee under clause 1) that is in effect immediately prior to the respective anniversary, and the fee, as so increased, will thereupon become the fee payable under clause 1) unless and until further adjusted in accordance with this clause (b).

An animal license will be considered “issued” for purposes of this Agreement regardless of the means, method, program, process, or agency used for the issuance or registration of the license, and whether or not a fee or other consideration is charged or received by the COUNTY for the license. Without limiting the generality of the foregoing, an animal license that is donated or issued free of charge by the COUNTY or that is issued as part of a bundling of

COUNTY services or programs will be considered “issued” for purposes of this Agreement. Further, any animal license that is processed by CONTRACTOR for COUNTY during the term of this Agreement will be considered “issued” for purposes of this Agreement, whether or not the license was or is actually issued or delivered before, during, or after the term of this Agreement.

Notwithstanding the preceding provisions of this Section 6A, the parties agree that CONTRACTOR’s minimum aggregate fees under this Section 6A are \$6,000.00 per calendar year. In order to assure the payment of such minimum aggregate annual fees to CONTRACTOR, the parties agree that if the aggregate fees payable to CONTRACTOR under this Section 6A for a calendar month would, but for the application of this sentence, be less than \$500.00, then the aggregate fees payable to CONTRACTOR under this Section 6A for that calendar month will be \$500.00. However, the foregoing minimum monthly amount will not be applicable if the aggregate fees paid to CONTRACTOR under this Section 6A have already equaled or exceeded, or in the opinion of CONTRACTOR are reasonably expected to otherwise equal or exceed, \$6,000.00 for that calendar year. If the aggregate annual fees paid to CONTRACTOR under this Section 6A during any calendar year do not equal or exceed \$6,000.00, then CITYCOUNTY shall pay an amount equal to the positive difference between (i) the amount previously paid to CONTRACTOR for that calendar year and (ii) \$6,000.00, upon demand by CONTRACTOR. The \$6,000.00 minimum annual amount shall be prorated for any partial calendar year during the term of this Agreement. No delay or failure on the part of CONTRACTOR in imposing or collecting the aforesaid monthly minimum amount shall affect CONTRACTOR’s right to receive the aforesaid minimum aggregate annual fees or to collect the aforesaid minimum aggregate monthly amount either then or in the future. COUNTY acknowledges that the aforesaid minimum fee amounts apply only to the fees payable to CONTRACTOR under this Section 6A, and do not include, by way of example and not by way of limitation, any Start-Up Fee payable to CONTRACTOR under Section 6B.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment in the event that COUNTY adds, modifies, or eliminates any fees that are charged to Licensees during the term of this Agreement. COUNTY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term “Licensee” refers to any person who applies for an animal license to be issued by or on behalf of COUNTY.

B. Start-Up Fee.

Start-up fee is waived for this renewal agreement.

C. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by COUNTY:

- 1) **Cost of Bank Account.** COUNTY will be responsible for all out-of-pocket costs related to any Bank Account. COUNTY will reimburse CONTRACTOR on a monthly basis for any out-of-pocket costs for a Bank Account that are paid by CONTRACTOR. COUNTY may request copies of the bank statements for a Maintained Account at any time and CONTRACTOR will provide available bank statements for that Maintained Account within five business days after a request is received by CONTRACTOR.
- 2) **Bank Deposit Mailing Fees.** If COUNTY requires CONTRACTOR to deposit money into a COUNTY Account other than at a branch located in the COUNTY where CONTRACTOR’s principal office is located, CONTRACTOR may make any deposit to that COUNTY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by COUNTY and included in invoices submitted to COUNTY for the Services.

- 3) **Postal Box/Mail Forwarding Fee.** If COUNTY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, COUNTY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.
- 4) **Supply Fee.** If COUNTY requests changes to supplies or notices that it has previously approved, including but not limited to fee or program changes, COUNTY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If COUNTY terminates this Agreement for any reason other than for cause, COUNTY will remain responsible for the actual cost of supplies purchased on its behalf.
- 5) **Lock Box Fees.** If COUNTY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by COUNTY.

**D. Charges to Licensees.**

COUNTY agrees that CONTRACTOR may charge and collect the following fees directly from Licensees, and CONTRACTOR shall be entitled to retain any such fees so collected as part of CONTRACTOR's compensation under this Agreement, except as otherwise provided below:

- 1) \$2.00 for each on-line transaction engaged in by a Licensee.
- 2) CONTRACTOR may charge a fee to a Licensee of no more than \$25.00 (or, if lower, the maximum amount permitted by applicable law from time to time in effect) for each check or other payment from that Licensee that is returned uncollected for any reason. Any such returned item fee related to a Maintained Account that is actually collected shall be deposited into the Maintained Account and shall be for the benefit of COUNTY; otherwise the fee shall be retained by CONTRACTOR.

**7. MODIFICATIONS OF SERVICES**

If COUNTY requests Services in addition to those described in this Agreement, and CONTRACTOR agrees to provide those additional Services, then CONTRACTOR shall be entitled to additional compensation for those additional Services as shall be agreed upon by CONTRACTOR and COUNTY in a written modification to this Agreement that is signed by COUNTY and CONTRACTOR. CONTRACTOR shall not be required to perform any such additional Services unless and until the parties have entered into a written modification of this Agreement. Without limiting the other types of services that may be considered to be outside of the scope of the Services described in this Agreement, the following types of Services would be considered to be outside of the scope of the Services described in this Agreement and, therefore, the subject of additional compensation to CONTRACTOR: customized software projects; requests for new features in CONTRACTOR's software; or requests for CONTRACTOR to implement new procedures or operations. COUNTY may determine after the Execution Date that certain portions of the Services are no longer necessary, in which event COUNTY shall notify CONTRACTOR of the portions of the Services that are no longer required, and CONTRACTOR shall be relieved of the responsibility for performing those portions of the Services. However, there shall be no adjustment in CONTRACTOR's compensation hereunder for any portions of the Services that CONTRACTOR is not required to perform.

**8. REPORTS**

A. Reports from CONTRACTOR. Within 15 business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to COUNTY in a format that is mutually agreed upon by COUNTY and CONTRACTOR. Any such report may be transmitted electronically or by any other means.

B. Reports from COUNTY. Within 10 calendar days after the end of each calendar month during the term hereof, COUNTY will submit a report to CONTRACTOR of all license fees that COUNTY has received during the

preceding calendar month from Licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means.

## **9. PAYMENTS**

A. COUNTY Account Used. If and for so long as a COUNTY Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9B shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR will submit to COUNTY an invoice with supporting documentation for the compensation due CONTRACTOR under this Agreement for that calendar month. COUNTY will pay CONTRACTOR the invoiced amount by means of check, ACH payment or other form of payment acceptable to CONTRACTOR within 30 days after the date CONTRACTOR submits the invoice to COUNTY. Invoices that are not timely paid will, at CONTRACTOR's option, bear interest from the 30th day after the date that CONTRACTOR submits the invoice to COUNTY until paid at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum annual rate of interest permitted from time to time under applicable law (or if those rates are the same, then at the rate determined under either clause). Invoices will be submitted electronically to the e-mail address that COUNTY shall from time to time provide CONTRACTOR for the submission of invoices or in such other manner as COUNTY may from time to time request in writing to CONTRACTOR and that is acceptable to CONTRACTOR.

B. Maintained Account Used. If and for so long as a Maintained Account is utilized hereunder, the following provisions shall apply (and the provisions of Section 9A shall be inapplicable):

Within 15 business days after the end of each calendar month, CONTRACTOR shall remit to COUNTY the residual amount, if any, of all license fees collected by CONTRACTOR hereunder during the preceding calendar month after deducting therefrom all fees, costs, expenses, and reimbursements due CONTRACTOR hereunder. If at any time the funds in the Maintained Account are not sufficient to fully pay amounts due to CONTRACTOR hereunder, then CONTRACTOR may recoup any shortfall from any subsequent payments due to COUNTY under this paragraph until all sums due CONTRACTOR have been fully paid.

C. Direct Collections by COUNTY. If COUNTY collects any animal license fee or any other amount that is subject to this Agreement directly from a Licensee, veterinarian or other source, other than CONTRACTOR, COUNTY may either forward the amount collected to CONTRACTOR within fifteen business days for deposit into a Maintained Account, if a Maintained Account is in effect, or retain the amount. In either event, COUNTY shall report the amount so collected to CONTRACTOR in accordance with Section 8B so that the fee(s) due CONTRACTOR hereunder with respect to the amount collected by COUNTY may be determined and paid in accordance with this Agreement.

## **10. TERM**

The initial term of this Agreement will commence on October 1, 2024 and will expire on September 30, 2025, unless this Agreement is sooner terminated in accordance with other provisions of this Agreement.

## **11. TRANSITION PHASE**

[This section intentionally omitted.]

## **12. PERMITS AND REQUIREMENTS**

A. Permits.

CONTRACTOR shall obtain the necessary permits(s), if any, required by COUNTY or its governing ordinances for the performance of the Services. COUNTY agrees to provide CONTRACTOR with a list of any and all such permits

and to cooperate and assist CONTRACTOR in good faith to aid CONTRACTOR in obtaining any such permits in a timely fashion.

**B. Legal Requirements.**

CONTRACTOR shall, in performing the Services under this Agreement, comply with all federal, state, county, or COUNTY statutes, laws, codes and ordinances, as amended, that are directly applicable to CONTRACTOR's performance of the Services. COUNTY shall notify CONTRACTOR of changes to laws, codes or ordinances affecting CONTRACTOR's performance of Services under this Agreement of which COUNTY obtains actual knowledge during the term of this Agreement.

**13. COVENANTS REGARDING DATA**

CONTRACTOR agrees that it will not, without COUNTY's consent, use personal data collected on behalf of COUNTY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to COUNTY, in a mutually acceptable format, all animal licensing data maintained by CONTRACTOR under this Agreement within 15 business days after CONTRACTOR has received all sums due CONTRACTOR under this Agreement.

**14. INDEMNITY**

Subject to the limitations on CONTRACTOR's liability set forth elsewhere in this Agreement, CONTRACTOR agrees to indemnify and hold harmless COUNTY and its officers and employees from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of CONTRACTOR's gross negligence or willful misconduct in the performance of the Services under this Agreement. In the event of joint and concurring responsibility of CONTRACTOR and COUNTY, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, in or to any other person or entity.

**15. INSURANCE REQUIREMENTS**

CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement:

A. Commercial Liability Insurance with a minimum combined single limit coverage of \$1,000,000 per occurrence, and a \$2,000,000 General Aggregate Limit for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof.

B. Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction or employees engaged in the performance of the work or services of not less than \$1,000,000 per accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

CONTRACTOR shall furnish evidence of such coverage to COUNTY and will provide 30 days' written notice of policy lapse or cancellation, or of a material change in policy terms.

CONTRACTOR does not own any vehicles. However, CONTRACTOR does have coverage for non-owned vehicles under its commercial liability policy. Therefore, CONTRACTOR does not carry and shall not be obligated to carry separate automobile liability coverage.

## **16. TERMINATION**

### **A. Expiration.**

If the term of this Agreement expires and is not extended in accordance with other provisions of this Agreement, then CONTRACTOR shall be paid all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

### **B. For Cause.**

If CONTRACTOR materially breaches this Agreement and fails to cure the breach within 30 days after COUNTY notifies CONTRACTOR of the breach and specifies the details of the breach, COUNTY may terminate this Agreement upon notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination, including CONTRACTOR's basic fees under Section 6A with respect to animal licenses or renewals that are in process at the time of termination.

### **C. Termination of Licensing Program.**

COUNTY may terminate this Agreement upon not less than 90 days prior notice to CONTRACTOR if COUNTY determines to terminate its animal licensing program. Upon such termination, CONTRACTOR shall be entitled to payment for all amounts due CONTRACTOR hereunder with respect to all periods through the date of termination plus an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the Execution Date until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for its lost revenue resulting from the early termination of this Agreement by COUNTY and is not a penalty.

## **17. UNFORESEEN CIRCUMSTANCES**

CONTRACTOR shall not be responsible for any delay or omission in the performance of any of CONTRACTOR's obligations under this Agreement to the extent caused by natural disaster, power outages, war, civil disturbance, labor dispute or other cause beyond CONTRACTOR's reasonable control. To the extent CONTRACTOR is able to do so, CONTRACTOR shall provide notice to COUNTY of any event described in this Section within ten (10) business days after the occurrence of such event.

## **18. RECORDS/AUDIT**

CONTRACTOR shall maintain in electronic form or on a database material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to COUNTY or destroyed, at COUNTY's option and at COUNTY's expense in either case. During the term of this Agreement and for a period of three years thereafter, COUNTY shall have the right to inspect and audit, at COUNTY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

## **19. NOTICES**

Any notice, statement, or demand required or permitted to be given hereunder by either party to the other shall be in writing and shall be given personally or by courier, by overnight delivery service, by certified mail, return receipt requested, postage prepaid, or by confirmed (either machine or personal) facsimile transmission, addressed to the recipient as follows:

Notices to COUNTY shall be addressed as follows:

Fayette County Mayor's Office  
c/o Charles McNab, Budget Director  
PO Box 218  
13095 North Main Street  
Somerville, TN 38068  
Fax: 901-465-5229

Notices to CONTRACTOR shall be addressed as follows:

Chris Richey, President  
PetData, Inc.

P.O. Box 141929 (if mailed)  
Irving, Texas 75014-1929

8585 N Stemmons Fwy, Suite 1100N (if delivered)  
Dallas, Texas 75247

214-821-3106 (facsimile)

Any such notice shall be effective (a) if delivered personally or by courier, when received, (b) if sent by overnight courier, when received, (c) if mailed, on the second business day after being mailed as described above, and (d) if sent by confirmed (either personal or machine) written telecommunication, when dispatched. Any party may change any of its contact information for notices upon not less than ten (10) days' prior notice to the other party in accordance with this Section. The provisions of this Section shall not govern the means of submission of invoices by CONTRACTOR to COUNTY under this Agreement.

## **20. CONTRACTOR'S SYSTEM**

COUNTY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the Services and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System is special and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. COUNTY acknowledges that COUNTY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. COUNTY further acknowledges and agrees that any information that COUNTY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by COUNTY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that COUNTY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. COUNTY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

## **21. MISCELLANEOUS**



A. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state in which COUNTY is located.

B. Relationship of Parties.

The relationship of COUNTY and CONTRACTOR is that of independent contractors. Nothing in this Agreement is intended to create a partnership or joint venture between the parties, to establish a fiduciary relationship between the parties, or to render either party liable or responsible for any debts, liabilities or other obligations of the other party.

C. Entire Agreement.

This Agreement, including any exhibits hereto, embodies the complete agreement of the parties hereto, and supersedes all oral or written previous or contemporary agreements or understandings between the parties relating to any of the matters herein. This Agreement may not be amended or otherwise modified except in a writing executed by both parties. The expiration or other termination of this Agreement shall not extinguish any right or remedy existing at the time of termination.

D. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment; Binding Effect.

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the transfer of CONTRACTOR's interest in this Agreement to an affiliate of CONTRACTOR or in connection with a merger, consolidation, sale of substantially all of CONTRACTOR's assets, or business combination involving CONTRACTOR shall not be deemed to be an assignment in violation of this Section, provided that such transferee shall be subject to all of the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, where permitted, assigns.

F. General.

All references in this Agreement to sections and other subdivisions refer to corresponding sections and other subdivisions of this Agreement unless the context indicates otherwise. Titles appearing at the beginning of any such sections or subdivisions are for convenience only and shall not constitute part of such sections or subdivisions and shall be disregarded in construing the language contained in such sections or subdivisions. These words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Words in any gender (including the neutral gender) shall include any other gender, unless the context otherwise requires. Examples shall not be construed to limit, expressly or by implication, the matter they illustrate. The word "includes" and its derivatives shall mean "includes, but is not limited to" and corresponding derivative expressions. The term "or" includes "and/or." All exhibits attached to this Agreement are incorporated herein by reference. No consideration shall be given to the fact or presumption that one party had a greater or lesser hand in drafting this Agreement. All references herein to "\$", "dollars", or other sums of money shall refer to U.S. Dollars. References in this Agreement to "business days" shall refer to days other than Saturdays, Sundays, or other days on which COUNTY offices are closed. Any references in this Agreement to "days" other than business days shall refer to calendar days. Time is of the essence of this

Agreement. No delay or forbearance in asserting any right or enforcing any obligation under this Agreement shall constitute a waiver of such right or obligation.

G. Authorization.

Each of the parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Agreement is fully binding on such party.

H. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary for each party to sign each counterpart, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. For purposes of the execution of this Agreement or any amendment hereto or modification hereof, a signature transmitted by facsimile, computer file or other electronic means shall be fully binding as an original signature.

[Signature page follows]

EXECUTED by COUNTY and by CONTRACTOR on the respective dates set forth below to be effective as of the Execution Date.

**COUNTY:**

FAYETTE COUNTY, TENNESSEE GOVERNMENT

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

Printed Name: Rhea Taylor

Title: County Mayor

Date of Execution: \_\_\_\_\_

**CONTRACTOR:**

PETDATA, INC.

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

Printed Name: \_\_\_\_\_

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

Date of Execution: \_\_\_\_\_

EXHIBIT A  
Description of Services

This exhibit is attached to and a part of the above and foregoing Agreement for Animal Licensing Services (Agreement). Terms used in this exhibit that are not defined in this exhibit but which are defined elsewhere in the Agreement shall have the respective meanings given to them in the other provisions of the Agreement. In the event of any conflict between any of the provisions of this exhibit and the other provisions of the Agreement, the other provisions of the Agreement shall control.

CONTRACTOR RESPONSIBILITIES

1. Process License Applications
  - A. Receive and process animal license applications through the mail.
  - B. Provide online licensing and process applications initiated through CONTRACTOR's website.
  - C. Enter new and renewal license applications into CONTRACTOR's proprietary database.
  - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
  - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or COUNTY policy.
  - F. Update license information in CONTRACTOR'S database and issue replacement tags as needed.
  - G. If CONTRACTOR collects any payments due COUNTY from Licensees via credit card transactions that are paid to CONTRACTOR, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
  - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between CONTRACTOR and COUNTY.
  - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if COUNTY collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
  - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
  - B. Provide customer service to COUNTY staff, and respond to COUNTY requests in a timely fashion.
  - C. Provide online access to licensing data to appropriate personnel via CONTRACTOR's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
  - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
    - 1) Track tag inventories at all authorized registrars, and reconcile reports.
    - 2) Invoice authorized registrars for licenses sold as needed

- B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by COUNTY.
  - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to COUNTY as needed.
- 5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by CONTRACTOR.
- 6. Reporting to COUNTY
  - A. Send reports to COUNTY within 15 business days after the end of each month including the number of licenses sold at each location.
  - B. Provide statistical reports to COUNTY as requested within a timely manner. Depending on the information requested, CONTRACTOR can provide most reports within five business days.

#### COUNTY RESPONSIBILITIES

- 1. Purchase license tags to CONTRACTOR's specifications and ship them to CONTRACTOR. CONTRACTOR recommends that tags be shipped directly from tag vendor to CONTRACTOR to reduce shipping costs.
- 2. Report COUNTY license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
- 3. Give CONTRACTOR at least 60 days' notice of license fee or ordinance changes.
- 4. Respond to CONTRACTOR inquiries in a timely fashion.
- 5. Provide feedback to CONTRACTOR regarding program and customer matters.

# FACILITY RENTAL AGREEMENT

## BERNARD COMMUNITY CENTER

### APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Any set-up and cleaning time must be included in the reservation period.

Event Description: \_\_\_\_\_

Political Event/Activity: \_\_\_\_ Yes \_\_\_\_ No Is event open to the public? \_\_\_\_ Yes \_\_\_\_ No Is media expected to attend? \_\_\_\_ Yes \_\_\_\_ No

Will you be using the kitchen area and appliances? \_\_\_\_ Yes \_\_\_\_ No Have you rented the facility before? \_\_\_\_ Yes \_\_\_\_ No

### ACKNOWLEDGEMENT

I, (print name/title) \_\_\_\_\_, certify that the information submitted in this application is true and accurate to the best of my knowledge and agree to abide by all instructions, terms, conditions, rules, and regulations set forth in this agreement.

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

### THIS SECTION IS FOR FAYETTE COUNTY STAFF USE ONLY

Action: ☐ Approved ☐ Denied/Reason \_\_\_\_\_

Deposit Fee: \_\_\_\_\_ Private Event Fees: \_\_\_\_\_ Total Paid: \_\_\_\_\_

Receipt Number \_\_\_\_\_ Special criteria applied: \_\_\_\_\_

By: \_\_\_\_\_  
County Mayor's Office Date Print Name

### EVENT INFORMATION

Deposit Fee : \$ \_\_\_\_\_ Private Event Base Fee: \$ \_\_\_\_\_ Private Event Hourly Fee: \$ \_\_\_\_\_

#### Liability Insurance Provided by:

Insurance Agent / Firm's name: \_\_\_\_\_

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

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

Insurance Policy Number: \_\_\_\_\_

## Procedures

Visit the Fayette County website at [www.fayettetn.us/](http://www.fayettetn.us/) for facility contact information and application.

- Contact the County Mayor's Office to confirm the desired date and total rental fees due.
- Complete a facility rental application and agree to facility use terms and conditions in person, or an application via email can be sent to you.
- Provide a state issued identification with a photo.
- Pay a \$100.00 dollar security deposit by cashier's check or money order made payable to Fayette County Government.
- The remaining rental fee balance must be paid at least fourteen (14) business days prior to the event or risk cancellation of the reservation.
- Security Deposits are refunded to the applicant in the form of a check if the following criteria are met:
  - There is no damage to the facility, equipment, or the surrounding grounds.
  - Clean-up of the facility and the surrounding grounds are satisfactory upon exit.
- Cancellations made 14 or more days prior to the scheduled event will receive a 100% refund. Cancellations made less than 14 days, but more than 3 days, prior to the event will receive 50% of the rental fee. Any cancellation within 3 days of the event will forfeit any fee or deposit. Applicant must complete a W-9 form and provide a valid Id for a refund payable by check.
- Refunds will be issued within 7 business days after the event or notice of cancellation.

## Terms and Conditions

Applicant (s) and their guests must abide by the following rules:

- Applicants or designee must be present during the entire event.
- Music is ONLY allowed inside the facility. Noise from music and activities at the facility during the scheduled event must not be audible at 100 feet from the exterior of the building
- Alcohol, intoxicants, drugs, controlled substances, and firearms are strictly prohibited.
- Facility rentals include the use of the building, which includes a kitchen, parking adjacent to the facility, tables, chairs, and restrooms.
- The number of people at the event at any one time will not exceed 100.
- The applicant is responsible for cleaning and removing personal belongings from the facility.
- All equipment, supplies, tables, and chairs, in the facility, are property of Fayette County and shall not be removed from the premises.
- The use of nails, tacks, or adhesive tape to attach decorations to the walls, windows, and ceilings is prohibited.
- The applicant is responsible for the set-up and take-down of tables and chairs.
- The applicant is responsible for leaving the facility and surrounding grounds in a clean and sanitary condition.
- Fayette County is not responsible for lost, damaged, or stolen personal items during your rental period.
- Applicant must not owe any charges from previous use of the facility.
- Fayette County staff have the authority to stop any unsafe, destructive, or illegal activity, and terminate the reservation if policies and rules are continually violated. Misconduct on the part of the participants will be grounds for terminating rental immediately and the rental fees (s) will be forfeited.
- Applicant will not hold Fayette County or any of its employees responsible for failure to execute an event due to occurrences beyond their control, such as, but not limited to, acts of nature, public emergencies, or threats to the community.

Initial \_\_\_\_\_

### **Fees and Insurance Requirements**

There are no dedicated Fayette County employees to oversee the Bernard Community Center. The deposits, fees and insurance requirements are implemented to protect the facility, to offset any costs associated with ownership of the facility, and to protect the employees, officials, vendors, and citizens of Fayette County from liability that the use of the facility might incur on behalf of Fayette County.

A Deposit of \$100 is required to schedule use of the facility. It will be used to hold the date and to offset any costs associated with damage, cleanup and repair of the facility during the scheduled use of the facility. Placing a deposit does not relieve the contractor of responsibility for repair or cleaning of the facility. The deposit will be returned to the contractor within 7 business days if the facility is left in satisfactory condition at the end of the event, and there is no damage to the facility. The deposit will be credited to the cost of any repair or cleanup of the facility. Any remaining portion of the deposit after deductions for repair or cleanup will be returned to the contractor. The deposit may be waived by the County Mayor for government programs and public events.

There will be no fee for a public event sponsored by a federal, state or local government agency, or by an established organization. A public event will be one that allows and encourages any citizen to participate in the event and is of an informative nature. These include educational programs, government sponsored programs and advertised public interest programs. There will be no charge by the contractor to participants for a public event.

A basic rental fee of \$75 is required for use of the facility for a private event and will cover the first three hours of use of the facility. For every hour or any portion of hour over 3 hours, the charge will be \$25 per hour. Setup, take down and cleanup time must be included in the time for use of the facility. The fee collected for the scheduled time will be paid in advance and the schedule followed. If the facility is used for more than the scheduled time, there may be an additional charge of \$25 per hour in addition to the regular hourly rate. There will be no charge by the contractor to participants for a private event.

Liability insurance for the event must be provided in the amount of \$1,000,000, naming Fayette County as additional insured.

### **Insurance and Indemnification**

Applicant shall indemnify, defend, save and hold harmless Fayette County and its officers, agents, and employees from and against all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with this Agreement. Applicant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Applicant shall in no way limit Contractor's responsibility to indemnify, defend, save and hold harmless Fayette County or its elected, or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

I, (print name) \_\_\_\_\_, certify that I have read, understand and agree to abide by the terms and conditions governing the special use of the Fayette County facility as written in this document.

Applicant Name \_\_\_\_\_

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



## **CHECK LIST**

- Name, address and contact information for applicant
- Date and time of the event, both start and stop
- Valid state Identification with a photo
- Event Description
- Is the event public or private?
- Does the applicant owe any charges from previous use of the facility?
- Has a deposit been placed to hold the facility?
- Has an application fee been received for the cost of the facility?
- Has a W-9 been provided for any refunds?
- Has an event liability insurance certificate been provided for the event?
- Has the applicant acknowledged reading the application and associated pages concerning the use of the facility?
- Has the applicant signed the application?
- Has the applicant been given a copy of the signed application?
- Did the applicant designate someone else to be present during the entire event?
  - If so, get their contact information, including cell phone number

**Request for Taxpayer  
Identification Number and Certification**

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

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (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.

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

<b>Social security number</b>									
				-				-	
or									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification 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 the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



October 3, 2024

The Honorable Rhea "Skip" Taylor  
Mayor  
Fayette County  
13095 North Main Street  
Somerville, TN 38068

Re: Fayette County  
2024-2029 On-Call Consulting Services  
Somerville, Tennessee

**A2H # 24354**

Dear Mayor Taylor,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that David Smith will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or David at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,  
**A2H, INC.**

Pat Harcourt, PE  
CEO | Principal

David M. Smith, Ph.D., PE  
Principal | Project Manager





October 3, 2024

The Honorable Rhea "Skip" Taylor  
Mayor  
Fayette County  
13095 North Main Street  
Somerville, TN 38068

Re: Fayette County  
2024-2029 On-Call Consulting Services  
Somerville, Tennessee

**A2H # 24354**

Dear Mayor Taylor,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

**I. The following represents our understanding of the project description:**

A2H will be responsible for professional design and consulting services necessary for the 2024-2029 On-Call Consulting Services proposed in Somerville, Tennessee.

Additional aspects of the project include the following:

- A. A2H will make David Smith, Licensed Professional Engineer, as the primary point of contact for the Fayette County, to function as the Consulting County Engineer.
- B. The Consulting City Engineer will be available as needed by the County to perform engineering duties for the Fayette County.
- C. The Consulting County Engineer will utilize the professional staff of A2H as needed to provide the Fayette County with timely, efficient response to the wide array of engineering issues.

**II. It is our understanding that the Basic Scope of Services includes:**

A2H will provide the following as part of our Basic Scope of Services, working closely with Fayette County to provide these services in support of the project:

- |                          |                               |
|--------------------------|-------------------------------|
| • Project Management     | • Structural Engineering      |
| • Planning               | • Mechanical Engineering      |
| • Land Surveying         | • Plumbing Engineering        |
| • Civil Engineering      | • Fire Protection Engineering |
| • Landscape Architecture | • Electrical Engineering      |
| • Architecture           |                               |

The phases described below represent our understanding of the project requirements as indicated by the Client:

### **On-Call Engineering and Consulting Services**

- A. When requested in writing by the Mayor, Director of Public Works or his designee, A2H will provide to the Fayette County, services that fall under the normal purview of the County Consulting Engineer's responsibilities including, but not limited to, services such as:
  - i. Review of development submittals.
  - ii. Investigate engineering issues as they develop.
  - iii. Engineering review of construction documents and submittal of development projects performed under contract and or under the approving authority of the Fayette County. Conduct construction observations on a periodic basis of such developments and provide written reports of findings and reports of any testing observed.
  - iv. Attend technical meetings on behalf of the Fayette County to represent their interests. (RPO, River Basin Authority, meetings with other engineers, etc.)
  - v. Advise the Mayor on engineering related issues.
- B. Development submittal reviews will be performed by the Consulting County Engineer, or as assigned by the Consulting Engineer, with the final review by the Consulting County Engineer.
- C. Attend the work sessions, scheduled and special called meetings, the Board of Zoning Appeals meetings, and the meetings of the Planning Commission as needed.
- D. Respond to the Fayette County engineering needs with various personnel based on the issue or concern.
- E. Perform professional studies for the Fayette County on an as-approved basis utilizing A2H staff or sub-consultants as needed.

### **III. Exclusions from our Basic Scope of Services are as follows:**

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. The professional liability for documents reviewed does not transfer from the Engineer of Record to either A2H, Inc., or the Consulting County Engineer.
- D. Construction cost estimating.
- E. Advertisement for Bid.
- F. Construction Administration
- G. Quality Assurance Testing Services including but not limited to testing and special inspections.
- H. The preparation of As-Built Drawings after completion of construction.
- I. Building commissioning services.
- J. Training of Owner's staff.
- K. Value Engineering.

**IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:**

- A. The contract period of performance will extend for 60 months from the date of contract execution, to be renewed for annual terms until On-Call City Consulting Services are no longer required by the Fayette County.

**V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:**

The On-Call Engineering and Consulting Services for Architectural, Landscape Architectural, Engineering, or Land Surveying services will be approved as individual Work Authorizations to this Contract in accordance with the Terms and Conditions. Separate Work Authorizations defining scope, deliverables, schedule, and fees will be issued by A2H as mutually agreed upon by the Fayette County. Fees for services will be provided on each Work Authorization as Lump Sum or an Hourly Not to Exceed basis depending upon the Scope of Services.

On-Call Engineering and Consulting Services	\$	Lump Sum
On-Call Engineering and Consulting Services (Per A2H Hourly Rate Schedule in Section VI)	\$	Hourly
Reimbursable Expense Fee  (Courier Service, Mileage, Travel, and Printing)	\$	Direct Cost + 10%

**VI. Additional Services:**

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Fayette County. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Associate Principal	\$ 160.00	\$ 180.00	\$ 190.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 85.00	\$ 95.00	\$ 105.00
Architect	\$ 140.00	\$ 160.00	\$ 180.00
Engineer	\$ 135.00	\$ 150.00	\$ 175.00
Senior Designer	\$ 120.00	\$ 135.00	\$ 150.00
Landscape Architect	\$ 110.00	\$ 130.00	\$ 150.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Designer	\$ 95.00	\$ 105.00	\$ 115.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 110.00
Survey Crew Member	\$ 65.00	\$ 75.00	\$ 85.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,  
**A2H, Inc.**



Pat Harcourt, PE  
CEO | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

**AGENT FOR:**      **FAYETTE COUNTY**

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

## TERMS AND CONDITIONS

1. The parties agree that **FAYETTE COUNTY** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **FAYETTE COUNTY** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
3. **FAYETTE COUNTY** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **FAYETTE COUNTY** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **FAYETTE COUNTY** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
5. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **FAYETTE COUNTY** or its consulting architect.
6. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **FAYETTE COUNTY**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
7. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
8. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **FAYETTE COUNTY** does not engage the Consultant for full customary Construction Administration of this Project, **FAYETTE COUNTY** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
9. In the event **FAYETTE COUNTY** should require Consultant to perform construction administration services, **FAYETTE COUNTY** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
10. **FAYETTE COUNTY** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **FAYETTE COUNTY** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **FAYETTE COUNTY** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
11. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **FAYETTE COUNTY** for any loss of profit, loss of use, or any other consequential damages.

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Initials

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Date

12. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
13. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
14. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
15. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of **FAYETTE COUNTY** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
16. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **FAYETTE COUNTY**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **FAYETTE COUNTY** would have been obligated to pay if the services had not been defective.
17. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
18. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
19. In the event **FAYETTE COUNTY** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **FAYETTE COUNTY** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **FAYETTE COUNTY** agrees to release the Consultant from any liability arising from such changes. In addition, **FAYETTE COUNTY** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
20. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
21. The proposal represents the entire understanding between **FAYETTE COUNTY** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
22. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

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Initials

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Date

# FCPS Budget Amendments

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 19 th day of September 2024 it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the Federal Funds #141 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION GENERAL EDUCATION FUND FUND  
BUDGET AMENDMENT  
F/Y 24-25  
Sep-24**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		\$ -	
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>71100</b>	<b>Regular Instruction Program</b>		
116	Teachers	\$ 523,095.45	
201	Social Security	\$ 31,811.92	
204	Pensions	\$ 32,632.87	
212	Employer Medicare Liability	\$ 7,439.88	
399	Other Contracted Services		\$ 594,980.12 Fees for Virtual Teachers - Gen. Ed
	Subtotal 71100	\$ 594,980.12	\$ 594,980.12
<b>71200</b>	<b>Special Education Program</b>		
116	Teachers	\$64,244.54	
201	Social Security	\$3,859.16	
204	Pensions	\$3,958.75	
212	Employer Medicare Liability	\$902.55	
399	Other Contracted Services		\$ 72,965.00 Fees for Virtual Teachers - SPED
	Subtotal 71200	\$72,965.00	\$ 72,965.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$667,945.12	\$ 667,945.12
Prior Estimated Expenditures			\$ -
Total Estimated Expenditures this Amendment			\$ -
Projected Undesignated Fund Balance before Amendment			\$ 5,031,320.00
Change in Undesignated Fund Balance this Amendment			\$ -
Estimated Ending Undesignated Fund Balance as of June 30, 2025			\$ 5,031,320.00



**RESOLUTION**

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Sessions on this 19th day of September, 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the Federal Funds #142 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION FEDERAL FUND  
BUDGET AMENDMENT  
F/Y 24-25  
September**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
	\$ -	\$ -
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
47401 ESSER III	\$ 100,211.09	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<u>\$ 100,211.09</u>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<b>71100 Regular Instruction Program</b>		
471 934		\$ 100,211.09 Additional Allocation- iReady
<b>Subtotal</b>	<u>\$ -</u>	<u>\$ 100,211.09</u>
<b>EXPENDITURE ACCOUNTS:</b>	<u>\$0.00</u>	<u>\$ 100,211.09</u>
<b>Prior Estimated Expenditures</b>		\$ -
<b>Total Estimated Expenditures this Amendment</b>		\$ 100,211.09
<b>Projected Undesignated Fund Balance before Amendment</b>		\$ -
<b>Change in Undesignated Fund Balance this Amendment</b>		\$ -
<b>Estimated Ending Undesignated Fund Balance as of June 30, 2025</b>		\$ -

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of October, 2024, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 24/25 Oct-24

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>34530</b>	<b>Restricted for Public Health</b>	\$ 65,337.34	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>		<b>\$ 65,337.34</b>	<b>\$ -</b>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
<b>41120</b>	<b>Animal Registration</b>	\$ 1,662.66	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<b>\$ 1,662.66</b>	<b>\$ -</b>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>58900</b>	<b>Miscellaneous</b>		
799	Other Capital Outlay		\$ 67,000.00
	<b>Subtotal-58900</b>	<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>Prior Estimated Expenditures</b>			<b>\$ 29,919,046.08</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 29,986,046.08</b>
<b>Projected Fund Balance before Amendment</b>			<b>\$ 10,037,474.37</b>
<b>Change in Fund Balance this Amendment</b>			<b>\$ (0.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2025</b>			<b>\$ 10,037,474.37</b>

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of October, 2024, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the Capital Projects Fund #172 Budget be amended in the following words and figures, to wit:

### HUD GRANT PROJECTS FUND BUDGET AMENDMENT F/Y 24/25 Oct-24

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
<b>48130</b>	<b>Contributions</b>	\$ 67,000.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<b>\$ 67,000.00</b>	<b>\$ -</b>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>91190</b>	<b>Other General Government Projects</b>		
706	Building Construction		\$ 67,000.00
	<b>Subtotal-91190</b>	<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ -</b>	<b>\$ 67,000.00</b>
<b>Prior Estimated Expenditures</b>			<b>\$ -</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 67,000.00</b>
<b>Projected Undesignated Fund Balance before Amendment</b>			<b>\$ 20.00</b>
<b>Change in Undesignated Fund Balance this Amendment</b>			<b>\$ -</b>
<b>Estimated Ending Undesignated Fund Balance as of June 30, 2025</b>			<b>\$ 20.00</b>