

The Union County Commission met in Regular Called Meeting at 7:00 P.M. on Monday, September 11, 2017 at the Union County Courthouse. The Honorable Gary England, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:00 PM.

The Agenda for September 11, 2017 is as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements (if any):
6. Elect County Commission Chairperson
7. Elect County Commission Vice-Chairperson
8. Approve Minutes of August 14, 2017 – Regular Meeting
9. Approve Notaries (if any):
10. Sheriff's Report – Sheriff Breeding
11. Monthly Report – Ann Dyer, Director of Finance
12. Budget Amendments & Transfers - Ann Dyer, Director of Finance
13. Discuss Potential Opioid Litigation – Jared Effler, District Attorney
14. Appoint Library Board Member
15. Appoint Solid Waste Board Members
16. Proclamation Suicide Prevention Awareness Month
17. Old Business:
 - a. Appoint Second (2nd) Civil District County Commissioner
18. New Business
 - a. Report of Debt Obligation Related To The EMS Interfund Transfer Request
 - b. Contract Between Union County, Tennessee and BarberMcMurry architects, LLC – Courthouse Renovations
19. **Addendums (if any):**
 - a. **Tim Planer (Residential Building Inspector Supervisor), State of Tennessee**
 - b. **Approve/Disapprove Funding for Heritage Festival**
20. Adjourn

1. County Commission was duly opened by Sheriff, William F. Breeding, II.
2. Invocation by Commissioner Lynn Beeler.
3. Pledge of Allegiance was led by Commissioner Dawn Flatford.
4. Roll call by Pam Ailor, Union County Clerk. **Commissioners Present:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch.

Commissioners Absent: Wayne Roach.

5. Announcement:
6. Elect County Commission Chairperson:

Commissioner R. L. Jones nominated **Gary England** as County Commission Chairman.

There being no other nominations, a **Motion** was made by **Mike Sexton** and **Seconded** by **Stan Dail** for nominations to cease and to elect Gary England, by acclamation, as County Commission Chairman.

County Chairman, Gary England called for an **Aye Vote. Motion Carried.**

7. Elect County Commission Vice-Chairperson

Commissioner Bob Bowers nominated **Wayne Roach** as County Commission Vice-Chairman.

There being no other nominations, a **Motion** was made by **Dawn Flatford** and **Seconded** by **Janet Holloway** for nominations to cease and to elect Wayne Roach, by acclamation, as County Commission Vice-Chairman.

County Chairman, Gary England called for an **Aye Vote. Motion Carried.**

8. A **Motion** was made by **Janet Holloway** and **Seconded** by **J. M. Bailey** to approve the minutes of August 14, 2017 – Regular Meeting.

County Chairman, Gary England called for an **Aye Vote. Motion Carried.**

9. There were no Notaries presented at open meeting on Monday, September 11, 2017.

10. Sheriff Breeding provided the following information to the County Commission for the month of August 2017.

Total Calls for Service:	828
Accidents with Non-Injury:	32
Accidents with Injury:	10
Residential Burglaries:	0
Booked Into Jail:	148
Jail Population:	95

11. Monthly Reports

DIRECTOR OF FINANCE MONTHLY REPORT							
2017_18	101- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	101-General	\$ 2,121,345.10		\$ 207,677.34	\$ 615,125.12	\$ 1,995.71	\$ 1,711,901.61
Sep-16	101-General	\$ 1,711,901.61	\$ (168.73)	\$ 209,383.49	\$ 597,246.65	\$ 2,179.09	\$ 1,321,690.63
Oct-16	101-General	\$ 1,321,690.63		\$ 586,522.46	\$ 453,316.32	\$ 9,320.73	\$ 1,445,576.04
Nov-16	101-General	\$ 1,445,576.04		\$ 366,819.67	\$ 563,651.43	\$ 5,322.67	\$ 1,243,421.61
Dec-16	101-General	\$ 1,243,421.61	\$ 555.48	\$ 1,303,705.05	\$ 491,598.07	\$ 19,136.96	\$ 2,036,947.11
Jan-17	101-General	\$ 2,036,947.11	\$ 418.29	\$ 1,059,011.24	\$ 551,980.25	\$ 13,107.64	\$ 2,531,288.75
Feb-17	101-General	\$ 2,531,288.75	\$ 653.55	\$ 1,245,366.04	\$ 446,191.28	\$ 21,910.05	\$ 3,309,207.01
Mar-17	101-General	\$ 3,309,207.01	\$ 480.35	\$ 430,198.18	\$ 566,754.45	\$ 5,488.22	\$ 3,167,642.87
Apr-17	101-General	\$ 3,167,642.87	\$ 503.33	\$ 444,851.70	\$ 500,119.86	\$ 4,051.27	\$ 3,108,826.77
May-17	101-General	\$ 3,108,826.77	\$ 368.36	\$ 271,633.33	\$ 515,593.30	\$ 2,542.63	\$ 2,862,692.53
Jun-17	101-General	\$ 2,862,692.53	\$ 481.70	\$ 771,041.55	\$ 639,014.35	\$ 7,721.64	\$ 2,987,479.79
Jul-17	101-General	\$ 2,987,479.79	\$ 457.30	\$ 236,742.25	\$ 722,053.86	\$ 1,880.48	\$ 2,500,745.00
Aug-17	101-General	\$ 2,500,745.00	\$ (139,371.81)	\$ 216,457.94	\$ 601,259.74	\$ 1,909.47	\$ 1,974,661.92
2017_18	118 Ambulance Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	118-Amb. Service	\$ 132,607.34		\$ 135,804.32	\$ 166,275.64	\$ 1,397.34	\$ 100,738.68
Sep-16	118-Amb. Service	\$ 100,738.68		\$ 91,902.50	\$ 120,909.95	\$ 976.87	\$ 70,754.36
Oct-16	118-Amb. Service	\$ 70,754.36		\$ 133,057.59	\$ 97,693.01	\$ 1,874.09	\$ 104,244.85
Nov-16	118-Amb. Service	\$ 104,244.85		\$ 95,883.80	\$ 102,013.82	\$ 1,247.94	\$ 96,866.89
Dec-16	118-Amb. Service	\$ 96,866.89	\$ (555.48)	\$ 192,135.35	\$ 130,664.18	\$ 3,094.09	\$ 154,688.49
Jan-17	118-Amb. Service	\$ 154,688.49	\$ (418.29)	\$ 98,141.50	\$ 120,368.86	\$ 1,459.31	\$ 130,583.53
Feb-17	118-Amb. Service	\$ 130,583.53	\$ (653.55)	\$ 191,326.47	\$ 111,359.15	\$ 3,407.77	\$ 206,489.53
Mar-17	118-Amb. Service	\$ 206,489.53	\$ (480.35)	\$ 93,546.42	\$ 126,595.29	\$ 1,249.71	\$ 171,710.60
Apr-17	118-Amb. Service	\$ 171,710.60	\$ (503.33)	\$ 41,591.23	\$ 86,653.61	\$ 462.06	\$ 125,682.83
May-17	118-Amb. Service	\$ 125,682.83	\$ (483.22)	\$ 65,831.31	\$ 104,862.04	\$ 705.94	\$ 85,462.94
Jun-17	118-Amb. Service	\$ 85,462.94	\$ (481.70)	\$ 108,943.18	\$ 98,483.23	\$ 1,144.45	\$ 94,296.74
Jul-17	118-Amb. Service	\$ 94,296.74	\$ (447.30)	\$ 69,885.16	\$ 130,537.49	\$ 750.97	\$ 32,446.14
Aug-17	118-Amb. Service	\$ 32,446.14	\$ 139,381.81	\$ 76,174.76	\$ 139,016.91	\$ 781.85	\$ 108,203.95

DIRECTOR OF FINANCE
MONTHLY REPORT

2017_18	122- Drug Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	122-Drug Fund	\$ 40,803.15		\$ 19,713.75	\$ 5,040.00	\$ 197.14	\$ 55,279.76
Sep-16	122-Drug Fund	\$ 55,279.76		\$ 1,215.00	\$ 45.46	\$ 12.15	\$ 56,437.15
Oct-16	122-Drug Fund	\$ 56,437.15		\$ 5,862.60	\$ 1,332.00	\$ 53.88	\$ 60,913.87
Nov-16	122-Drug Fund	\$ 60,913.87		\$ 1,522.50	\$ 635.65	\$ 15.23	\$ 61,785.49
Dec-16	122-Drug Fund	\$ 61,785.49		\$ 442.85	\$ 5,918.97	\$ 4.43	\$ 56,304.94
Jan-17	122-Drug Fund	\$ 56,304.94		\$ 6,325.05	\$ 2,758.20	\$ 63.25	\$ 59,808.54
Feb-17	122-Drug Fund	\$ 59,808.54		\$ 24,660.50	\$ 80.00	\$ 17.01	\$ 84,372.03
Mar-17	122-Drug Fund	\$ 84,372.03		\$ 12,971.40	\$ 3,354.35	\$ 110.72	\$ 93,878.36
Apr-17	122-Drug Fund	\$ 93,878.36		\$ 1,324.35	\$ 20,913.96	\$ 13.25	\$ 74,275.50
May-17	122-Drug Fund	\$ 74,275.50		\$ 3,206.80	\$ 1,316.34	\$ 32.07	\$ 76,133.89
Jun-17	122-Drug Fund	\$ 76,133.89		\$ 383.80	\$ 2,919.67	\$ 3.84	\$ 73,594.18
Jul-17	122-Drug Fund	\$ 73,594.18		\$ 1,176.10	\$ 424.94	\$ 11.76	\$ 74,333.58
Aug-17	122-Drug Fund	\$ 74,333.58		\$ 10,916.37	\$ 19,963.54	\$ 104.41	\$ 65,182.00

2017_18	131- Hwy Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	131-Highway Dept	\$ 557,094.64		\$ 141,391.70	\$ 251,925.45	\$ 1,432.84	\$ 445,128.05
Sep-16	131-Highway Dept	\$ 445,128.05		\$ 128,690.32	\$ 145,198.67	\$ 1,315.20	\$ 427,304.50
Oct-16	131-Highway Dept	\$ 427,304.50		\$ 567,824.83	\$ 85,386.14	\$ 2,369.40	\$ 907,373.79
Nov-16	131-Highway Dept	\$ 907,373.79		\$ 138,893.50	\$ 518,371.04	\$ 1,556.93	\$ 526,339.32
Dec-16	131-Highway Dept	\$ 526,339.32		\$ 216,924.95	\$ 174,765.60	\$ 2,945.05	\$ 565,553.62
Jan-17	131-Highway Dept	\$ 565,553.62		\$ 173,318.36	\$ 99,256.00	\$ 2,046.49	\$ 637,569.49
Feb-17	131-Highway Dept	\$ 637,569.49		\$ 232,353.53	\$ 99,265.16	\$ 3,313.31	\$ 767,344.55
Mar-17	131-Highway Dept	\$ 767,344.55		\$ 133,607.18	\$ 156,333.68	\$ 1,520.50	\$ 743,097.55
Apr-17	131-Highway Dept	\$ 743,097.55		\$ 133,304.01	\$ 74,245.41	\$ 1,357.98	\$ 800,798.17
May-17	131-Highway Dept	\$ 800,798.17		\$ 129,551.82	\$ 176,739.37	\$ 1,318.45	\$ 752,292.17
Jun-17	131-Highway Dept	\$ 752,292.17		\$ 300,515.44	\$ 261,961.89	\$ 1,388.40	\$ 789,457.32
Jul-17	131-Highway Dept	\$ 789,457.32	\$ (10.00)	\$ 154,616.43	\$ 215,893.03	\$ 1,573.97	\$ 726,596.75
Aug-17	131-Highway Dept	\$ 726,596.75	\$ (10.00)	\$ 136,435.35	\$ 369,906.52	\$ 1,369.86	\$ 491,745.72

DIRECTOR OF FINANCE
MONTHLY REPORT

2017_18	151- Debt Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	151- Debt Service	\$ 1,288,539.29	\$ (145,146.45)	\$ 44,420.11		\$ 500.79	\$ 1,187,312.16
Sep-16	151- Debt Service	\$ 1,187,312.16	\$ (46,850.70)	\$ 54,360.53		\$ 627.96	\$ 1,194,194.03
Oct-16	151- Debt Service	\$ 1,194,194.03	\$ (46,853.74)	\$ 130,922.53		\$ 2,219.87	\$ 1,276,042.95
Nov-16	151- Debt Service	\$ 1,276,042.95	\$ (46,852.64)	\$ 91,814.11		\$ 1,382.12	\$ 1,319,622.30
Dec-16	151- Debt Service	\$ 1,319,622.30	\$ (46,850.77)	\$ 217,292.53		\$ 3,958.23	\$ 1,486,105.83
Jan-17	151- Debt Service	\$ 1,486,105.83	\$ (46,853.06)	\$ 898,841.41		\$ 1,888.01	\$ 2,336,206.17
Feb-17	151- Debt Service	\$ 2,336,206.17	\$ (46,848.15)	\$ 271,476.53		\$ 5,038.10	\$ 2,555,796.45
Mar-17	151- Debt Service	\$ 2,555,796.45	\$ (1,230,793.10)	\$ 161,507.46		\$ 1,478.50	\$ 1,485,032.31
Apr-17	151- Debt Service	\$ 1,485,032.31	\$ (46,840.22)	\$ 63,101.04	\$ 122,855.96	\$ 701.47	\$ 1,377,735.70
May-17	151- Debt Service	\$ 1,377,735.70	\$ (47,343.16)	\$ 49,309.88		\$ 561.25	\$ 1,379,141.17
Jun-17	151- Debt Service	\$ 1,379,141.17	\$ (49,212.58)	\$ 63,460.57		\$ 714.05	\$ 1,392,675.11
Jul-17	151- Debt Service	\$ 1,392,675.11	\$ (46,837.67)	\$ 54,273.73		\$ 621.76	\$ 1,399,489.41
Aug-17	151- Debt Service	\$ 1,399,489.41	\$ (46,820.14)	\$ 49,496.93		\$ 524.19	\$ 1,401,642.01

2017_18	171- Capital Outlay	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	171-Capital Outlay	\$ 306,581.04		\$ 131,423.03	\$ 130,000.00	\$ 28.78	\$ 307,975.29
Sep-16	171-Capital Outlay	\$ 307,975.29		\$ 2,216.15	\$ -	\$ 44.39	\$ 310,147.05
Oct-16	171-Capital Outlay	\$ 310,147.05		\$ 28,070.07		\$ 562.28	\$ 337,654.84
Nov-16	171-Capital Outlay	\$ 337,654.84		\$ 14,304.38	\$ 12,000.00	\$ 286.52	\$ 339,672.70
Dec-16	171-Capital Outlay	\$ 339,672.70		\$ 56,192.44		\$ 1,124.62	\$ 394,740.52
Jan-17	171-Capital Outlay	\$ 394,740.52		\$ 22,979.70	\$ 130,712.00	\$ 460.04	\$ 286,548.18
Feb-17	171-Capital Outlay	\$ 286,548.18		\$ 71,807.93		\$ 1,437.75	\$ 356,918.36
Mar-17	171-Capital Outlay	\$ 356,918.36		\$ 310,391.60		\$ 1,054.99	\$ 666,254.97
Apr-17	171-Capital Outlay	\$ 666,254.97		\$ 2,068.27	\$ 282,408.00	\$ 41.48	\$ 385,873.76
May-17	171-Capital Outlay	\$ 385,873.76		\$ 1,687.91	\$ 35,000.00	\$ 34.06	\$ 352,527.61
Jun-17	171-Capital Outlay	\$ 352,527.61		\$ 2,024.55		\$ 40.79	\$ 354,511.37
Jul-17	171-Capital Outlay	\$ 354,511.37		\$ 2,302.85		\$ 46.34	\$ 356,767.88
Aug-17	171-Capital Outlay	\$ 356,767.88		\$ 758.04	\$ 15,217.22	\$ 15.21	\$ 342,293.49
Aug-17	172-Community	\$ 74,500.59					\$ 74,500.59

DIRECTOR OF FINANCE
MONTHLY REPORT

2017_18	141- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	141-General	\$ 3,073,887.60	\$ 76,725.04	\$ 2,354,115.60	\$ 1,617,507.15	\$ 1,429.83	\$ 3,885,791.26
Sep-16	141-General	\$ 3,885,791.26	\$ 91,456.40	\$ 2,388,572.70	\$ 1,714,964.42	\$ 4,444.33	\$ 4,646,411.61
Oct-16	141-General	\$ 4,646,411.61	\$ (158,212.97)	\$ 2,733,019.15	\$ 1,742,427.11	\$ 10,168.49	\$ 5,468,622.19
Nov-16	141-General	\$ 5,468,622.19	\$ 74,285.61	\$ 2,595,152.70	\$ 1,879,867.17	\$ 7,017.42	\$ 6,251,175.91
Dec-16	141-General	\$ 6,251,175.91	\$ 126,990.93	\$ 3,056,817.15	\$ 1,845,383.21	\$ 17,188.46	\$ 7,572,412.32
Jan-17	141-General	\$ 7,572,412.32	\$ 88,428.20	\$ 2,707,109.12	\$ 2,883,452.88	\$ 9,439.53	\$ 7,475,057.23
Feb-17	141-General	\$ 7,475,057.23	\$ 65,323.54	\$ 3,217,189.66	\$ 1,827,513.82	\$ 20,456.79	\$ 8,909,599.82
Mar-17	141-General	\$ 8,909,599.82	\$ 84,290.17	\$ 2,521,095.99	\$ 1,768,835.34	\$ 7,267.39	\$ 9,738,883.25
Apr-17	141-General	\$ 9,738,883.25	\$ 86,087.12	\$ 2,458,322.83	\$ 1,700,113.19	\$ 4,530.11	\$ 10,578,649.90
May-17	141-General	\$ 10,578,649.90	\$ 87,010.87	\$ 176,466.63	\$ 1,946,101.14	\$ 4,218.78	\$ 8,891,807.48
Jun-17	141-General	\$ 8,891,807.48	\$ 90,507.82	\$ 2,123,434.32	\$ 1,941,530.55	\$ 4,844.82	\$ 9,159,374.25
Jul-17	141-General	\$ 9,159,374.25	\$ 58,008.15	\$ 846,215.46	\$ 3,160,397.38	\$ 1,459.88	\$ 6,901,740.60
Aug-17	141-General	\$ 6,901,740.60	\$ 159,304.23	\$ 2,376,378.17	\$ 2,248,955.19	\$ 1,189.08	\$ 7,187,278.73

2017_18	142-Federal Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	142-Federal	\$ 374,437.22	\$ (76,251.44)	\$ 67,159.24	\$ 131,616.96		\$ 233,728.06
Sep-16	142-Federal	\$ 233,728.06	\$ (91,456.40)	\$ 109,525.27	\$ 97,551.22		\$ 154,245.71
Oct-16	142-Federal	\$ 154,245.71	\$ (91,787.03)	\$ 205,599.85	\$ 107,499.19		\$ 160,559.34
Nov-16	142-Federal	\$ 160,559.34	\$ (74,285.61)	\$ 196,802.80	\$ 98,460.34		\$ 184,616.19
Dec-16	142-Federal	\$ 184,616.19	\$ (126,990.93)	\$ 221,101.12	\$ 117,458.16		\$ 161,268.22
Jan-17	142-Federal	\$ 161,268.22	\$ (88,428.20)	\$ 205,948.81	\$ 118,032.09		\$ 160,756.74
Feb-17	142-Federal	\$ 160,756.74	\$ (65,323.54)	\$ 193,542.83	\$ 96,379.98		\$ 192,596.05
Mar-17	142-Federal	\$ 192,596.05	\$ (84,290.17)	\$ 168,311.66	\$ 92,107.68		\$ 184,509.86
Apr-17	142-Federal	\$ 184,509.86	\$ (85,784.44)	\$ 172,437.44	\$ 81,764.93		\$ 189,397.93
May-17	142-Federal	\$ 189,397.93	\$ (86,102.82)	\$ 185,994.82	\$ 135,891.51		\$ 153,398.42
Jun-17	142-Federal	\$ 153,398.42	\$ (90,507.82)	\$ 526,276.70	\$ 140,564.00		\$ 448,603.30
Jul-17	142-Federal	\$ 448,603.30	\$ (58,008.15)	\$ 191,262.08	\$ 179,039.82		\$ 402,817.41
Aug-17	142-Federal	\$ 402,817.41	\$ (159,304.23)	\$ 42,383.11	\$ 92,949.26		\$ 192,947.03

DIRECTOR OF FINANCE
MONTHLY REPORT

2017_18	143-Central Caferia	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	143-Food Service	\$ 545,746.60		\$ 65,436.51	\$ 142,027.91		\$ 469,155.20
Sep-16	143-Food Service	\$ 469,155.20		\$ 179,867.57	\$ 172,579.38		\$ 476,443.39
Oct-16	143-Food Service	\$ 476,443.39		\$ 197,902.26	\$ 110,335.50		\$ 564,010.15
Nov-16	143-Food Service	\$ 564,010.15		\$ 169,025.36	\$ 154,266.67		\$ 578,768.84
Dec-16	143-Food Service	\$ 578,768.84		\$ 168,864.61	\$ 115,238.03		\$ 632,395.42
Jan-17	143-Food Service	\$ 632,395.42		\$ 131,244.77	\$ 202,550.70		\$ 561,089.49
Feb-17	143-Food Service	\$ 561,089.49		\$ 169,013.77	\$ 119,613.56		\$ 610,489.70
Mar-17	143-Food Service	\$ 610,489.70		\$ 142,186.49	\$ 129,724.55		\$ 622,951.64
Apr-17	143-Food Service	\$ 622,951.64	\$ (302.68)	\$ 143,452.75	\$ 116,301.91		\$ 649,799.80
May-17	143-Food Service	\$ 649,799.80	\$ (908.05)	\$ 164,663.40	\$ 135,940.43		\$ 677,614.72
Jun-17	143-Food Service	\$ 677,614.72	\$ 2,385.28	\$ 129,080.06	\$ 39,330.96		\$ 769,749.10
Jul-17	143-Food Service	\$ 769,749.10		\$ 40.14	\$ 155,402.20		\$ 614,387.04
Aug-17	143-Food Service	\$ 614,387.04		\$ 56,753.77	\$ 129,650.70		\$ 541,490.11

2017_18	145 - Virtual School Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Aug-16	145- TNVA	\$ 0.00		\$ 302,282.10	\$ 49.19		\$ 302,232.91
Sep-16	145- TNVA	\$ 302,232.91		\$ 302,282.10	\$ 506,957.96		\$ 97,557.05
Oct-16	145- TNVA	\$ 97,557.05		\$ 302,282.10	\$ 251,901.75		\$ 147,937.40
Nov-16	145- TNVA	\$ 147,937.40		\$ 302,282.10	\$ 252,082.36		\$ 198,137.14
Dec-16	145- TNVA	\$ 198,137.14		\$ 302,282.10	\$ 251,901.75		\$ 248,517.49
Jan-17	145- TNVA	\$ 248,517.49		\$ 302,282.10	\$ 252,015.83		\$ 298,783.76
Feb-17	145- TNVA	\$ 298,783.76		\$ 733,002.10	\$ 251,901.75		\$ 779,884.11
Mar-17	145- TNVA	\$ 779,884.11		\$ 302,282.10	\$ 252,475.22		\$ 829,690.99
Apr-17	145- TNVA	\$ 829,690.99		\$ 302,282.10	\$ 251,951.06		\$ 880,022.03
May-17	145- TNVA	\$ 880,022.03		\$ -	\$ 665,231.11		\$ 214,790.92
Jun-17	145- TNVA	\$ 214,790.92		\$ 302,282.10	\$ 480,740.35		\$ 36,332.67
Jul-17	145- TNVA	\$ 36,332.67		\$ 179,918.00	\$ 209,053.95		\$ 7,196.72
Aug-17	145- TNVA	\$ 7,196.72		\$ 411,389.11	\$ 34.60		\$ 418,551.23

DIRECTOR OF FINANCE
MONTHLY REPORT

2017_18	177-Education Capital Projects	Beginning Balance	Adjustments	Receipts	Disburse- ments	Commission Transfer	Ending Balance
Aug-16	177-ED CAP Pro	\$ 133,236.34		\$ 13,116.58	\$ 10,393.00		\$ 135,959.92
Sep-16	177-ED CAP Pro	\$ 135,959.92		\$ -	\$ 135,000.00		\$ 959.92
Oct-16	177-ED CAP Pro	\$ 959.92	\$ 250,000.00		\$ 13,500.00		\$ 237,459.92
Nov-16	177-ED CAP Pro	\$ 237,459.92			\$ 59,704.03		\$ 177,755.89
Dec-16	177-ED CAP Pro	\$ 177,755.89			\$ 24.50		\$ 177,731.39
Jan-17	177-ED CAP Pro	\$ 177,731.39			\$ 40,589.00		\$ 137,142.39
Feb-17	177-ED CAP Pro	\$ 137,142.39			\$ 3,980.00		\$ 133,162.39
Mar-17	177-ED CAP Pro	\$ 133,162.39			\$ 14,670.00		\$ 118,492.39
Apr-17	177-ED CAP Pro	\$ 118,492.39			\$ 33,694.79		\$ 84,797.60
May-17	177-ED CAP Pro	\$ 84,797.60			\$ 30,727.54		\$ 54,070.06
Jun-17	177-ED CAP Pro	\$ 54,070.06			\$ 13,820.82		\$ 40,249.24
Jul-17	177-ED CAP Pro	\$ 40,249.24			\$ 16,915.00		\$ 23,334.24
Aug-17	177-ED CAP Pro	\$ 23,334.24		\$ 250,000.00	\$ 104,333.98		\$ 169,000.26

2017_18	189- Other Capital Projects	Beginning Balance	Adjustments	Receipts	Disburse- ments	Commission Transfer	Ending Balance
Aug-16	189-Other Cap Proj	\$ 189,529.75		\$ 14.10	\$ -		\$ 189,543.85
Sep-16	189-Other Cap Proj	\$ 189,543.85		\$ 3.60	\$ 173,835.00		\$ 15,712.45
Oct-16	189-Other Cap Proj	\$ 15,712.45		\$ 1.33			\$ 15,713.78
Nov-16	189-Other Cap Proj	\$ 15,713.78		\$ 1.25	\$ 15,694.75		\$ 20.28
Dec-16	189-Other Cap Proj	\$ 20.28					\$ 20.28
Jan-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Feb-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Mar-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Apr-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
May-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Jun-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Jul-17	189-Other Cap Proj	\$ 20.28					\$ 20.28
Aug-17	189-Other Cap Proj	\$ 20.28					\$ 20.28

UNION COUNTY GOVERNMENT						
EXPENDITURE REPORT						
FOR MONTH ENDING AUGUST 2017						
MAJOR FUNCTIONS			YTD			
FUND 101-GENERAL FUND	JUL	AUG	TOTAL	BUDGET	PRCT	
51300 MAYOR	9,796	11,814	21,610	179,199	12%	
51500 ELECTION COMMISSION	21,024	8,976	30,001	154,866	19%	
51600 REGISTER OF DEEDS	11,172	13,028	24,200	178,413	14%	
51800 COUNTY BUILDINGS	123,963	20,569	144,532	376,360	38%	
51900 GENERAL ADMINISTRATIVE	5,946	6,542	12,488	158,818	8%	
52100 ACCOUNTING & BUDGET	32,851	20,243	53,094	304,418	17%	
52300 PROPERTY ASSESSOR	12,534	17,140	29,674	216,576	14%	
52400 TRUSTEE	22,877	19,403	42,280	236,611	18%	
52500 COUNTY CLERK	25,918	23,769	49,687	372,146	13%	
53100 CIRCUIT COURT	32,877	16,670	49,547	272,001	18%	
53300 SESSIONS COURT	11,218	11,799	23,017	156,262	15%	
53400 CHANCERY	17,024	12,274	29,298	174,125	17%	
54110 SHERIFF	86,109	107,209	193,317	1,350,839	14%	
54120 SPECIAL PATROLS	9,896	12,183	22,078	160,131	14%	
54210 JAIL	96,845	97,131	193,977	1,127,015	17%	
54240 JUVENILE SERVICES	4,257	6,327	10,584	87,523	12%	
54610 MEDICAL EXAMINER	1,645	1,645	3,290	40,000	8%	
55110 HEALTH CENTER	13,196	2,082	15,278	121,850	13%	
55732 CONVENIENCE CENTER	12,500	12,750	25,250	153,000	17%	
56300 SENIOR CENTER	8,143	7,406	15,549	113,810	14%	
56500 LIBRARY	9,346	12,600	21,947	198,339	11%	
TOTAL MAJOR FUNCTIONS	569,138	441,560	1,010,697	6,132,302	16%	
TOTAL NON-MAJOR FUNCTIONS	100,684	58,635	159,319	1,016,195	16%	
TOTAL GOVERNMENT	669,821	500,195	1,170,016	7,148,497	16%	
OTHER FUNDS		JUL	AUG	YTD TOTAL	BUDGET	PRCT
FUND 118-AMBULANCE SERVICE		109,800	139,820	249,620	1,495,906	17%
FUND 122-DRUG FUND		14,682	5,438	20,120	51,700	39%

UNION COUNTY GOVERNMENT						
EXPENDITURE REPORT						
FOR MONTH ENDING AUGUST 2017						
MINOR FUNCTIONS				YTD		
FUND 101-GENERAL FUND		JUL	AUG	TOTAL	BUDGET	PRCT
51100	COUNTY COMMISSION	4,697	4,403	9,100	65,364	14%
51210	EQUALIZATION BOARD	-	-	-	800	0%
51220	BEER BOARD	-	327	327	1,503	22%
51400	COUNTY ATTORNEY	2,000	930	2,930	13,628	22%
51710	PLANNING COMMISSION	777	400	1,177	10,035	12%
52900	TRUSTEE COMMISSION	1,880	1,909	3,790	100,000	4%
53930	VICTIMS ASSESSMENT	-	-	-	20,110	0%
54310	FIRE PREVENTION	22,000	-	22,000	81,000	27%
54420	RESCUE SQUAD	1,253	-	1,253	22,000	6%
54490	OTHER EMERGENCY MGMT	-	-	-	152,416	0%
55190	OTHER LOCAL HEALTH	8,826	8,916	17,742	133,500	13%
55390	APPROPRIATION TO STATE	-	-	-	23,500	0%
55710	SANITATION MGMNT	1,043	1,043	2,086	11,375	18%
56700	PARKS AND FAIR BOARDS	2,820	24,220	27,040	73,100	37%
57100	AGRICULTURE EXTENSION	1,146	1,525	2,671	67,616	4%
57300	FOREST SERVICE	-	-	-	500	0%
57500	SOIL CONSERVATION	3,236	4,050	7,286	59,484	12%
58190	OTHER EC & COM DEVEL			-		#DIV/0!
58300	VETERAN'S SERVICES	1,457	1,442	2,899	18,754	15%
58400	OTHER CHARGES-NONPROFIT	-	6,500	6,500	60,500	11%
58600	EMPLOYEE BENEFITS	47,459	-	47,459	51,326	92%
64000	LITTER AND TRASH COLLECT	2,090	2,969	5,059	49,684	10%
TOTAL	NON-MAJOR FUNCTIONS	100,684	58,635	159,319	1,016,195	16%
OTHER FUNDS		JUL	AUG	YTD TTL	BUDGET	PRCT
FUND 131-HIGHWAY		242,746	277,350	520,096	2,925,547	18%
FUND 151-DEBT SERVICE		47,459	47,344	94,804	1,968,433	5%

UNION COUNTY SCHOOLS						
EXPENDITURE REPORT						
FOR MONTH ENDING AUGUST 2017						
			YTD			
FUND 141-GP SCHOOLS	JUL	AUG	TOTAL	BUDGET	PRCT	
71100-REGULAR INSTRUCTION	40,397	845,806	886,203	10,697,421	8%	
71200-SPECIAL EDUC PROG	12,988	163,727	176,715	1,944,649	9%	
71300-VOCATIONAL ED	16,029	76,337	92,367	966,091	10%	
72120-HEALTH SERVICES	8,758	26,113	34,870	276,115	13%	
72130-GUIDANCE	5,325	43,583	48,908	596,965	8%	
72210-REGULAR ED SUPPORT	33,273	65,853	99,127	613,730	16%	
72220-SPECIAL ED SUPPORT	37,066	47,747	84,813	588,712	14%	
72230-VOCATION SUPPORT	10,916	10,998	21,914	145,866	15%	
72250-TECHNOLOGY	40,129	242,490	282,619	781,655	36%	
72310-BOARD OF EDUCATION	256,726	15,335	272,061	505,140	54%	
72320-DIRECTOR OF SCHOOLS	14,583	15,309	29,892	142,056	21%	
72410-PRINCIPALS	30,128	118,629	148,757	1,643,738	9%	
72510-FISCAL SERVICES	1,472	(1,472)	-	202,214	0%	
72610-OPERATION OF PLANT	265,766	135,901	401,667	1,830,184	22%	
72620-MAINTENANCE OF PLANT	17,727	59,923	77,650	375,087	21%	
72710-TRANSPORTATION	32	176,941	176,973	1,336,411	13%	
73300-COMMUNITY SERVICES	4,757	6,321	11,078	22,234	50%	
73400-EARLY CHILDHOOD ED	1,633	18,505	20,138	326,724	6%	
82330-DEBT SERVICE	-	-	-	778,300	0%	
99100-TRANSFERS OUT	-	250,000	250,000	250,000	100%	
TOTAL FUND 141	797,705	2,318,048	3,115,752	24,023,292	13%	
FUND 142-FEDERAL SCHOOLS	JUL	AUG	YTD TOTAL	BUDGET	PRCT	
011-CONSOLIDATED ADMIN	13,981	15,120	29,101	190,000	15%	
101-TITLE I	9,703	124,154	133,857	987,339	14%	
201-TITLE II	5,804	6,306	12,110	104,369	12%	
501-TITLE V	35	8,017	8,052	56,561	14%	
801-CARL PERKIN	2,653	4,514	7,167	56,539	13%	
901-IDEA	8,240	78,758	86,998	907,430	10%	
911-IDEA PRESCHOOL	-	1,444	1,444	20,551	7%	
TOTAL FUND 142	40,416	238,314	278,730	2,322,789	12%	
FUND 143-CENTRAL CAFETERIA	JUL	AUG	YTD TOTAL	BUDGET	PRCT	
73100-FOOD SERVICE	46,059	148,448	194,507	1,800,961	11%	
FUND 145-OTHER ED-TNVA	JUL	AUG	YTD TOTAL	BUDGET	PRCT	
VIRTUAL ACADEMY	35	-	35	3,981,289	0%	

A **Motion** was made by **Bob Bowers** and **Seconded** by **Bill Cox** to approve the Director of Finance Monthly Reports as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

12. Budget Amendments & Transfers

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee September 5, 2017

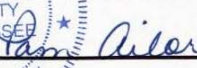
101-General Fund

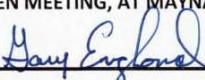
Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
56700	415	KUB	ELECTRICITY	\$ -		\$ 5,000.00	\$ 5,000.00
54110	338		MAINTENANCE AND REPAIR SERVICES-VEHICLES	\$ 25,000.00		\$ 3,092.86	\$ 28,092.86
54210	599		OTHER CHARGES	\$ 16,304.00		\$ 2,000.00	\$ 18,304.00
52300	355		TRAVEL	\$ 3,500.00	\$ (600.00)		\$ 2,900.00
52300	335		MAINTENANCE AND REPAIR SERVICES-BUILDINGS	\$ -		\$ 600.00	\$ 600.00
56500	599	L	OTHER CHARGES	\$ 14,611.81		\$ 500.00	\$ 15,111.81
56500	599	M	OTHER CHARGES	\$ 21,620.84		\$ 500.00	\$ 22,120.84
56700	399	ACCES	OTHER CONTRACTED SERVICES			\$ 8,520.00	\$ 8,520.00
56700	426	ACCES	GENERAL CONSTRUCTION MATERIALS	\$ 10,000.00	\$ (8,520.00)		\$ 1,480.00
				\$ -	\$ (9,120.00)	\$ 20,212.86	
				\$ 11,092.86 NET CHANGE			

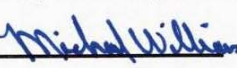
This budget amendment is to enter into budget donations from KUB and United Way, Insurance Recovery, moving from restricted funds into Jail Budget and transferring budget within elected officials appropriations

44570	KUB	CONTRIBUTIONS & GIFTS	\$ 5,000.00	KUB
49700		INSURANCE RECOVERY	\$ 3,092.86	
34525		RESTRICTED FOR PUBLIC SAFETY	\$ 2,000.00	PHONE CARD
44570		CONTRIBUTIONS & GIFTS	\$ 1,000.00	UNITED WAY
		#N/A		\$ 11,092.86

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest: 
Pam Ailor
Union County Clerk


Gary England
Chairman


Mike Williams
Union County Mayor

Voting Aye 14
Voting Nay 0
Pass 0
Abstain 0

Page 1 of 10

A **Motion** was made by **Bill Cox** and **Seconded** by **Janet Holloway** to approve the Budget Amendment Request – **101-General Fund** (page 1 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee September 5, 2017

122-DRUG FUND

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
54150	599		OTHER CHARGES			\$ 13,320.50	\$ 13,320.50
				\$ -	\$ -	\$ 13,320.50	

\$ 13,320.50 NET CHANGE

This budget amendment is to enter into budget by Order of Compromise repayment of seized currency and proceed share to
4th Judicial Drug Task Force

39000	FUND BALANCE	\$ 13,320.50	\$ 13,320.50
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ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:  Pam Ailor Union County Clerk	 Gary England Chairman	 Mike Williams Union County Mayor
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Voting Aye	14
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Chris Upton** and **Seconded** by **R. L. Jones** to approve the Budget Amendment Request – **122-DRUG FUND** (page 2 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

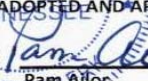
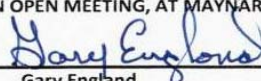
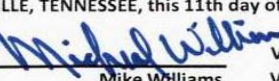
UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
141-General Purpose Schools

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429	TELN	INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ -		\$ 7,500.00	\$ 7,500.00
71100	722		REGULAR INSTRUCTION EQUIPMENT	\$ -		\$ 5,000.00	\$ 5,000.00
71200	499		OTHER SUPPLIES AND MATERIALS	\$ 13,500.00		\$ 5,000.00	\$ 18,500.00
71200	725		SPECIAL EDUCATION EQUIPMENT	\$ 15,000.00	\$ (5,000.00)		\$ 10,000.00
71300	307		COMMUNICATION	\$ -		\$ 1,000.00	\$ 1,000.00
71300	449		TEXTBOOKS	\$ 3,940.00	\$ (2,000.00)		\$ 1,940.00
71300	790	EQUIP	OTHER EQUIPMENT	\$ -		\$ 128,660.00	\$ 128,660.00
72120	369	PESG	CNTRCTS FOR SUB TEACHERS - CERTIFIED	\$ -		\$ 16,799.99	\$ 16,799.99
72230	307		COMMUNICATION	\$ -		\$ 1,000.00	\$ 1,000.00
72310	161		SECRETARY(S)	\$ -		\$ 22,610.00	\$ 22,610.00
72310	201		SOCIAL SECURITY	\$ 4,642.00		\$ 1,401.82	\$ 6,043.82
72310	204		STATE RETIREMENT	\$ 3,100.00		\$ 1,361.12	\$ 4,461.12
72310	206		LIFE INSURANCE	\$ 25.00		\$ 24.50	\$ 49.50
72310	210		UNEMPLOYMENT COMPENSATION	\$ 128.00		\$ 64.00	\$ 192.00
72310	212		EMPLOYER MEDICARE	\$ 1,086.00		\$ 327.85	\$ 1,413.85
72620	355		TRAVEL	\$ 1,000.00	\$ (500.00)		\$ 500.00
72620	451		UNIFORMS	\$ 1,000.00		\$ 500.00	\$ 1,500.00
99100	590		TRANSFERS TO OTHER FUNDS	\$ 250,000.00		\$ 100,000.00	\$ 350,000.00
				\$ -	\$ (7,500.00)	\$ 291,249.28	
				\$ 283,749.28 NET CHANGE			

This budget amendment is to enter into budget the final BEP allocation, TELN and CTE Equipment grant and to transfer additional funding to Fund 177 Capital Projects

46640		VOCATIONAL EQUIPMENT	\$ 128,660.00	CTE equipment Grant
46511		BASIC EDUCATION PROGRAM	\$ 39,876.00	Final BEP Allocation
49800		TRANSFERS IN	\$ 20.28	Transfer From 189
46990	TELN	OTHER STATE REVENUES	\$ 5,000.00	TELN Grant
39000		FUND BALANCE	\$ 110,193.00	\$ 283,749.28

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:				Voting Aye	<u>14</u>
	Pam Ailor	Gary England	Mike Williams	Voting Nay	<u>0</u>
	Union County Clerk	Chairman	Union County Mayor	Pass	<u>0</u>
				Abstain	<u>0</u>

A **Motion** was made by **Janet Holloway** and **Seconded** by **Dawn Flatford** to approve the Budget Amendment Request – **141-General Purpose Schools** (page 3 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education July 27, 2017
Submitted to Budget Committee September 5, 2017
FUND 141-Voluntary PreK

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
73400	105		SUPERVISOR/DIRECTOR	\$ 6,747.00		\$ 122.00	\$ 6,869.00
73400	116		TEACHERS	\$ 118,450.00		\$ 9,261.00	\$ 127,711.00
73400	163		EDUCATIONAL ASSISTANTS	\$ 54,546.00		\$ 3,069.00	\$ 57,615.00
73400	195		CERTIFIED SUBSTITUTE TEACHERS	\$ 1,000.00	\$ (1,000.00)		\$ -
73400	198		NON-CERTIFIED SUBSTITUTE TEACHERS	\$ 3,500.00	\$ (3,500.00)		\$ -
73400	201		SOCIAL SECURITY	\$ 11,641.00		\$ 275.00	\$ 11,916.00
73400	204		STATE RETIREMENT	\$ 14,602.00		\$ 1,086.00	\$ 15,688.00
73400	206		LIFE INSURANCE	\$ 135.00		\$ 37.00	\$ 172.00
73400	207		MEDICAL INSURANCE	\$ 18,795.00	\$ (2,481.00)		\$ 16,314.00
73400	210		UNEMPLOYMENT COMPENSATION	\$ 1,152.00	\$ (960.00)		\$ 192.00
73400	212		EMPLOYER MEDICARE	\$ 2,723.00	\$ (771.60)		\$ 1,951.40
73400	336		MAINTENANCE AND REPAIR SERVICES-EQUIPMENT	\$ 4,933.00		\$ 67.00	\$ 5,000.00
73400	369		CNTRCTS FOR SUB TEACHERS - CERTIFIED	\$ -		\$ 1,000.00	\$ 1,000.00
73400	370		CNTRCTS FOR SUB TCHRS - NON-CERTIFIED	\$ -		\$ 3,500.00	\$ 3,500.00
73400	790		OTHER EQUIPMENT	\$ 35,000.00	\$ (9,704.40)		\$ 25,295.60
				\$ -	\$ (18,417.00)	\$ 18,417.00	
						\$ -	NET CHANGE
46515			EARLY CHILDHOOD EDUCATION	\$ -			

This amendment request is submitted to align the Local Government PreK grant to ePlan



ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:				Voting Aye	14
	Pam Ailor	Gary England	Mike Williams	Voting Nay	0
	Union County Clerk	Chairman	Union County Mayor	Pass	0
				Abstain	0

A **Motion** was made by **R. L. Jones** and **Seconded** by **Doyle Welch** to approve the Budget Amendment Request – **FUND 141-Voluntary PreK** (page 4 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017

142-Federal Projects-Subfund 101-Title IA-Improving the Academic Achievement of the Disadvantaged

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	116		TEACHERS	\$ 205,443.93	\$ (74,477.93)		\$ 130,966.00
71100	163		EDUCATIONAL ASSISTANTS	\$ 247,532.00		\$ 43,468.00	\$ 291,000.00
71100	189		OTHER SALARIES & WAGES	\$ -		\$ 7,000.00	\$ 7,000.00
71100	201		SOCIAL SECURITY	\$ 23,033.00		\$ 3,550.00	\$ 26,583.00
71100	204		STATE RETIREMENT	\$ 26,410.00		\$ 5,176.00	\$ 31,586.00
71100	207		MEDICAL INSURANCE	\$ 44,234.00		\$ 5,766.00	\$ 50,000.00
71100	210		UNEMPLOYMENT COMPENSATION	\$ 1,554.00		\$ 2,000.00	\$ 3,554.00
71100	212		EMPLOYER MEDICARE	\$ 5,387.00		\$ 826.50	\$ 6,213.50
71100	429		INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 25,102.07		\$ 144,897.93	\$ 170,000.00
71100	499		OTHER SUPPLIES AND MATERIALS	\$ 6,000.00		\$ 20,000.00	\$ 26,000.00
71100	722		REGULAR INSTRUCTION EQUIPMENT	\$ 19,744.00		\$ 120,000.00	\$ 139,744.00
72130	189		OTHER SALARIES & WAGES	\$ 175,549.00		\$ 4,451.00	\$ 180,000.00
72130	201		SOCIAL SECURITY	\$ 10,760.00		\$ 400.00	\$ 11,160.00
72130	204		STATE RETIREMENT	\$ 15,758.00		\$ 586.00	\$ 16,344.00
72130	207		MEDICAL INSURANCE	\$ 15,979.00		\$ 30,000.00	\$ 45,979.00
72130	212		EMPLOYER MEDICARE	\$ 2,516.00		\$ 94.00	\$ 2,610.00
72130	599		OTHER CHARGES	\$ 10,999.00		\$ 2,001.00	\$ 13,000.00
72210	524		STAFF DEVELOPMENT	\$ 9,181.00		\$ 19,005.37	\$ 28,186.37
72210	790		OTHER EQUIPMENT	\$ -		\$ 2,500.00	\$ 2,500.00
				\$ -	\$ (74,477.93)	\$ 411,721.80	

\$ 337,243.87 NET CHANGE



47141 TITLE 1 GRANTS TO LOCAL EDUC AGENCI \$ 337,243.87

This amendment is requested to place carryover funds into current budget.

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:

Pam Ailor

Union County Clerk

Gary England

Chairman

Mike Williams

Union County Mayor

Voting Aye	14
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Janet Holloway** and **Seconded** by **Bill Cox** to approve the Budget Amendment Request – **142-Federal Projects-Subfund 101-Title IA-Improving the Academic Achievement of the Disadvantaged** (page 5 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
142-Federal Projects
Subfund 201-Title IIA-Teacher Quality

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	189		OTHER SALARIES & WAGES	\$ -		\$ 10,000.00	\$ 10,000.00
71100	201		SOCIAL SECURITY	\$ -		\$ 621.00	\$ 621.00
71100	204		STATE RETIREMENT	\$ -		\$ 909.00	\$ 909.00
71100	210		UNEMPLOYMENT COMPENSATION	\$ -		\$ 72.00	\$ 72.00
71100	212		EMPLOYER MEDICARE	\$ -		\$ 146.00	\$ 146.00
71100	499		OTHER SUPPLIES AND MATERIALS	\$ -		\$ 2,500.00	\$ 2,500.00
72210	207		MEDICAL INSURANCE	\$ 9,245.00		\$ 2,755.00	\$ 12,000.00
72210	308		CONSULTANTS	\$ -		\$ 10,000.00	\$ 10,000.00
72210	330		OPERATING LEASE PAYMENTS	\$ -		\$ 2,000.00	\$ 2,000.00
72210	499		OTHER SUPPLIES AND MATERIALS	\$ -		\$ 2,500.00	\$ 2,500.00
72210	524		STAFF DEVELOPMENT	\$ 3,469.00		\$ 15,000.00	\$ 18,469.00
72210	599		OTHER CHARGES	\$ 500.00		\$ 5,000.00	\$ 5,500.00
72210	790		OTHER EQUIPMENT	\$ 500.00		\$ 26,249.71	\$ 26,749.71
				\$ -	\$ -	\$ 77,752.71	
						\$ 77,752.71	NET CHANGE

47141	TITLE 1 GRANTS TO LOCAL EDUC AGENCI	\$ 77,752.71
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This amendment is requested to place carryover funds into current budget.



ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:

Pam Ailor
Union County Clerk

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye	14
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Janet Holloway** and **Seconded** by **Bill Cox** to approve the Budget Amendment Request – **142-Federal Projects-Subfund 201-Title IIA-Teacher Quality** (page 6 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017

142-Federal Projects-Subfund 301-Title IIIA-English Language Learner

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429		INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 191.41		\$ 1,024.11	\$ 1,215.52
72210	524		STAFF DEVELOPMENT	\$ 62.08		\$ 332.14	\$ 394.22
99110	504		INDIRECT COST	\$ 5.17		\$ 27.68	\$ 32.85
				\$ -	\$ -	\$ 1,383.93	
							\$ 1,383.93 NET CHANGE

47146	ENGLISH LANGUAGE ACQUISITION GRANTS	\$ 1,383.93
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This amendment is requested to place original allocation into current budget.

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017

142-Federal Projects-Subfund 501-Title V Rural and Low Income School Program
Subfund 501-Title V Rural and Low Income School Program

Function	Obj	Cost	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429		INSTRUCTIONAL SUPPLIES AND MATERIALS	\$ 7,209.28		\$ 6,100.01	\$ 13,309.29
71100	722		REGULAR INSTRUCTION EQUIPMENT	\$ 1,000.00		\$ 18,231.26	\$ 19,231.26
72130	499		OTHER SUPPLIES AND MATERIALS	\$ -		\$ 3,000.00	\$ 3,000.00
72210	499		OTHER SUPPLIES AND MATERIALS	\$ 1,500.00		\$ 3,050.00	\$ 4,550.00
72210	524		STAFF DEVELOPMENT	\$ 2,909.03		\$ 9,150.00	\$ 12,059.03
				\$ -	\$ -	\$ 39,531.27	
							\$ 39,531.27 NET CHANGE

47148	RURAL EDUCATION	\$ 39,531.27
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This amendment is requested to place carryover funds into current budget.

OFFICIAL SEAL OF THE
UNION COUNTY
TENNESSEE

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest: Pam Ailor
Union County Clerk

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye 14
Voting Nay 0
Pass 0
Abstain 0

Page 7 of 10

A Motion was made by Janet Holloway and Seconded by Bill Cox to approve the Budget Amendment Request – 142-Federal Projects-Subfund 301-Title IIIA-English Language Learner and Subfund 501-Title V Rural and Low Income School Program (page 7 of 10), as presented.

County Chairman, Gary England called for a Roll Call Vote. Commissioners Voting For: J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. Commissioners Voting Against: None. Commissioners Passing: None. Motion Carried.

13

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
142-Federal Projects-Subfund 901-IDEA Part B

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	163		EDUCATIONAL ASSISTANTS	\$ 167,763.00		\$ 28,108.00	\$ 195,871.00
71200	171		SPEECH PATHOLOGIST	\$ -		\$ 29,500.00	\$ 29,500.00
71200	201		SOCIAL SECURITY	\$ 27,699.00		\$ 3,572.00	\$ 31,271.00
71200	204		STATE RETIREMENT	\$ 35,433.00		\$ 1,693.00	\$ 37,126.00
71200	206		LIFE INSURANCE	\$ 392.00		\$ 49.00	\$ 441.00
71200	207		MEDICAL INSURANCE	\$ 52,616.00		\$ 7,537.00	\$ 60,153.00
71200	210		UNEMPLOYMENT COMPENSATION	\$ 1,024.00		\$ 192.00	\$ 1,216.00
71200	212		EMPLOYER MEDICARE	\$ 6,479.00		\$ 836.00	\$ 7,315.00
72220	399		OTHER CONTRACTED SERVICES	\$ -		\$ 21,652.44	\$ 21,652.44
72710	315		CONTRACTS WITH VEHICLE OWNERS	\$ 80,229.00		\$ 71,771.00	\$ 152,000.00
				\$ -	\$ -	\$ 164,910.44	
				\$ 164,910.44 NET CHANGE			

47143	SPECIAL EDUCATION - GRANTS TO STATE	\$ 164,910.44
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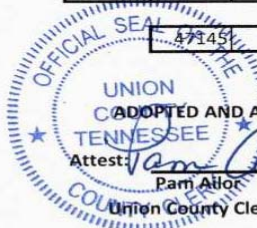
This amendment is requested to place carryover funds into current budget.

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
142-Federal Projects-Subfund 911-IDEA Preschool

Function	Obj	Cost	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended
71200	725		SPECIAL EDUCATION EQUIPMENT	\$ -		\$ 1,981.14	\$ 1,981.14
72220	524		STAFF DEVELOPMENT	\$ -	TELN Grant	\$ 3,000.00	\$ 3,000.00
				\$ -	\$ -	\$ 4,981.14	
				\$ 4,981.14 NET CHANGE			

47145	SPECIAL EDUCATION PRESCHOOL GRANTS	\$ 4,981.14
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This amendment is requested to place carryover funds into current budget.



ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest:

Pam Ailor
Pam Ailor
Union County Clerk

Gary England
Gary England
Chairman

Mike Williams
Mike Williams
Union County Mayor

Voting Aye	14
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Janet Holloway** and **Seconded** by **Bill Cox** to approve the Budget Amendment Request – **142-Federal Projects-Subfund 901-IDEA Part B and Subfund 911-IDEA Preschool** (page 8 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
142-CTE Perkins Basic Grant-Subfund 801

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72130	355		TRAVEL	\$ 11,300.00	\$ (1,300.00)		\$ 10,000.00
72130	399		OTHER CONTRACTED SERVICES	\$ -		\$ 1,300.00	\$ 1,300.00
				\$ -	\$ (1,300.00)	\$ 1,300.00	
							\$ - NET CHANGE

OFFICIAL SEAL OF THE
UNION
COUNTY
TENNESSEE
COUNTY CLERK

Attest: Pam Ailor
Union County Clerk

This amendment request is submitted to align the Local Government CTE grant to ePlan

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye 14

Voting Nay 0

Pass 0

Abstain 0

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
145-Other Education TNVA

Function	Obj	Cost	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended
71100	312		CONTRACTS WITH PRIVATE AGENCIES	\$ 3,724,330.00		\$ 2,438.40	\$ 3,726,768.40
99100	590		TRANSFERS TO OTHER FUNDS	\$ 159,252.00		\$ 101.60	\$ 159,353.60
				\$ -	\$ -	\$ 2,540.00	
							\$ 2,540.00 NET CHANGE

OFFICIAL SEAL OF THE
UNION
COUNTY
TENNESSEE
COUNTY CLERK

Attest: Pam Ailor
Union County Clerk

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye 14

Voting Nay 0

Pass 0

Abstain 0

A **Motion** was made by **Dawn Flatford** and **Seconded** by **Janet Holloway** to approve the Budget Amendment Request – **142-CTE Perkins Basic Grant-Subfund 801** (page 9 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

A **Motion** was made by **Janet Holloway** and **Seconded** by **J. M. Bailey** to approve the Budget Amendment Request – **142-Other Education TNVA** (page 9 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
177-Education Capital Projects

Function	Obj	Cost Center	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
76100	707		BUILDING IMPROVEMENTS	\$ 250,000.00		\$ 80,078.50	\$ 330,078.50
76100	718		MOTOR VEHICLES	\$ -		\$ 19,921.50	\$ 19,921.50
				\$ -	\$ -	\$ 100,000.00	
						\$ 100,000.00	NET CHANGE

49800

TRANSFERS IN

\$ 100,000.00

This amendment request is submitted to budget the amount transferred from Fund 141

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest: Pam Ailor
Union County Clerk

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye 14
Voting Nay 0
Pass 0
Abstain 0

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education August 24, 2017
Submitted to Budget Committee September 5, 2017
189-Other Capital Projects-Energy Bond

Function	Obj	Cost	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
99100	590		TRANSFERS TO OTHER FUNDS	\$ -		\$ 20.28	\$ 20.28
				\$ -	\$ -	\$ 20.28	
						\$ 20.28	NET CHANGE

39000

FUND BALANCE

\$ 20.28

This amendment request is submitted close out the Energy Bond Project and transfer the residual interest earned to 141

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 11th day of September, 2017

Attest: Pam Ailor
Union County Clerk

Gary England
Chairman

Mike Williams
Union County Mayor

Voting Aye 14
Voting Nay 0
Pass 0
Abstain 0

A **Motion** was made by **Bill Cox** and **Seconded** by **Kenny Hill** to approve the Budget Amendment Request – **177-Education Capital Projects** (page 10 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

A **Motion** was made by **R. L. Jones** and **Seconded** by **Bob Bowers** to approve the Budget Amendment Request – **189-Other Capital Projects-Energy Bond** (page 10 of 10), as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

13. Jared Effler, District Attorney presented an update on potential opioid litigation.
14. Mayor Micheal Williams nominated Father Steve Pawelk to serve on the Union County Library Board.

A **Motion** was made by **Chris Upton** and **Seconded** by **Janet Holloway** to approve the nomination of Father Steve Pawelk to serve on the Union County Library Board.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

15. Mayor Micheal Williams nominated Jim George and Commissioner Bob Bowers to serve on the Union County Solid Waste Board.

A **Motion** was made by **Doyle Welch** and **Seconded** by **Mike Sexton** to approve the nomination of Jim George and Commissioner Bob Bowers to serve on the Union County Solid Waste Board.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Commissioners Abstaining:** Bob Bowers. **Motion Carried.**

16. **Resolution No 01 09-11-2017** - Proclamation Suicide Prevention Awareness Month:

BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE

RESOLUTION No. 01 09-11-2017

WHEREAS, suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 900 lives lost in Tennessee each year and an estimated 8-25 attempted suicides for each suicide death; and

WHEREAS, suicide is the 10th-leading cause of all deaths in Tennessee and the second-leading cause of death among people from the age of 15 to 24 (source: Tennessee Department of Health); and

WHEREAS, Tennessee veterans, active-duty military personnel, and National Guardsmen face a disproportionate risk as compared to the general population of Tennessee, with more dying from suicide than combat; and

WHEREAS, public awareness of this terrifying problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education and treatment; and as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and

WHEREAS, suicide prevention has been declared a national priority by the President and Congress; and Tennessee declares suicide prevention as a state priority and the legislature, in partnership with TSPN, implements the Tennessee Strategy for Suicide Prevention based on the National Strategy for Suicide Prevention; and

WHEREAS, Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and

WHEREAS, the Governor of Tennessee has appointed a Suicide Prevention Network Advisory Council to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and

WHEREAS, the Tennessee Suicide Prevention Network is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and

WHEREAS, the Tennessee Suicide Prevention Network is also committed to excellence in suicide prevention, intervention, and postvention,

NOW, THEREFORE, by the Board of County Commissioners of Union County, Tennessee, meeting in regular session this 11th day of September, 2017, that we hereby recognize September as Suicide Prevention Awareness Month in Union County, Tennessee, and do urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.

Motion to Approve by: Janet Holloway, Seconded By: Bill Cox

Voting for: J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England,

Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton,

Chris Upton, and Doyle Welch.

Voting no: None.

Passing: None.

ADOPTED AND APPROVED, in open meeting at Maynardville, Tennessee, this 11th day of September, 2017.



APPROVED:

Gary England
Gary England, Chairman

Micheal Williams
Micheal Williams, Union County Mayor

A **Motion** was made by **Janet Holloway** and **Seconded** by **Bill Cox** to approve Resolution No 01 09-11-2017 Proclamation Suicide Prevention Awareness Month, as presented.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

17. Old Business:

a. Appoint Second (2nd) Civil District County Commissioner:

Commissioner Bob Bowers nominated **Jody Glenn Smith** to fill the vacancy of County Commissioner representing the Second (2nd) Civil District of Union County, Tennessee, until the next general election.

There being no other nominations, Chairman England called for a motion to elect Jody Glenn Smith to fill the vacancy of County Commissioner representing the Second (2nd) Civil District of Union County, Tennessee, until the next general election.

A **Motion** was made by **Mike Sexton** and **Seconded** by **Doyle Welch** for nominations to cease and to elect Jody Glenn Smith, by acclamation, as County Commissioner representing the Second (2nd) Civil District of Union County, Tennessee, until the next general election.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

18. New Business:

a. Report of Debt Obligation Related To The EMS Interfund Transfer Request



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

August 16, 2017

The Honorable Michael Williams, County Mayor
and Board of Commissioners
Union County
901 Main Street, Suite 100
Maynardville, TN 37807

Dear Mayor Williams and Members of the Board:

Our office received a request from Union County (the "County") on August 15, 2018, to approve the issuance of tax and revenue anticipation notes ("TRANS") for fiscal year 2018 in the amount of \$140,000 for its Emergency Medical Services Fund as an interfund loan from the General Fund.

Section 10 of the fiscal year 2018 Appropriation Resolution No. 01-06-12-2017 adopted on June 12, 2017, by the County Commission authorizes the issuance of tax anticipation notes. The County also provided cash flow forecasts for the Emergency Medical Services Fund and General Fund, prepared by the Director of Finance, which supports the need to issue the TRANS, the County's ability to repay the TRANS by June 30, 2018, and the ability of the County to make an interfund loan from its Emergency Medical Services Fund.

The financial information presented by the County represents assertions of its financial condition and may or may not reflect the current or future financial condition of the County.

Limitations on Tax and Revenue Anticipation Notes

Counties in Tennessee are authorized to issue TRANS pursuant to Tennessee Code Annotated, Title 9, Chapter 21 for the purpose of meeting appropriations made for the current fiscal year in anticipation of the collection of taxes and revenues of that fiscal year, subject to the prior approval of the Comptroller of the Treasury. TRANS may not be issued to pay expenditures from the prior fiscal year.

The authorized amount of TRANS must not exceed 60% of the annual appropriation for each fund receiving proceeds from the loan and future revenues projected must be sufficient to provide for the payment of the TRANS by June 30, 2018.

We have determined that the County's request is within the percentage limitation described above. Additionally, the cash flow forecast for the County's General Fund reflects revenues sufficient to repay the TRANs.

Fiscal Year 2018 Budget

The County is currently operating under a legally authorized budget for its fiscal year 2018. Our office approved the County's fiscal year 2018 budget in a letter dated July 19, 2017.

Debt Management Policy

The County provided a copy of its debt management policy, and within forty-five days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to our office.

Tax and Revenue Anticipation Notes (TRANS) Approval

This letter constitutes approval for the issuance of TRANs in the amount of \$140,000 for the County's Emergency Medical Services Fund as an interfund loan from the General Fund.

The approval of the TRANs is conditioned upon agreement with the following terms by the County Board of Commissioners:

- A copy of this letter shall be provided to all the members of the County Commission, be presented at the next meeting of the County Commission, and be entered in the minutes of the meeting.
- The County shall comply with the requirements of Tennessee Code Annotated, Title 9, Chapter 21.
- The County shall use the Tax and Revenue Anticipation Note Form enclosed with this letter as its loan document.
- The County shall report the execution of the TRANs and the amounts to the County Commission and this Office within 45 days of issuance on the Report on Debt Obligation, Form CT-0253.
- The County shall maintain a balanced budget with no cash deficits and sufficient to pay operating and debt service costs.
- The County shall repay the TRANs no later than June 30, 2018, and provide our office documentation within 15 days of repayment, but no later than June 30, 2018. If the County does not issue the TRANs, please provide documentation to our office stating the non-issuance no later than June 30, 2018.

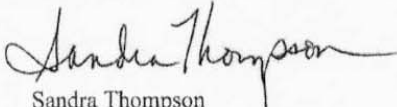
This letter and the approval to issue debt do not address compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

Report On Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the public entity issuing the debt no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. A fillable PDF of Form CT-0253 can be found at <http://www.comptroller.tn.gov/sl/pubdebt.asp>. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

If you should have any questions regarding this letter, please feel free to call us.

Sincerely,



Sandra Thompson
Director of State & Local Finance

cc: Mr. Bryan Burklin, Assistant Director of Local Government Audit, COT

Enclosures (2): Report on Debt Obligation
Tax and Revenue Anticipation Note (TRAN) Form

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	UNION COUNTY GOVERNMENT
Address:	300 MAIN STREET
	MAYNARDVILLE, TN 37807
Debt Issue Name:	Union County EMS Interfund Loan from General Fund
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	\$ 140,000.00
Premium/Discount:	\$

3. Interest Cost:	0.0000 %	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index	plus	basis points; or
<input type="checkbox"/> Variable:	Remarketing Agent		
<input type="checkbox"/> Other:	No interest cost		

4. Debt Obligation:		
<input checked="" type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input type="checkbox"/> CON
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN
<input type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Capital Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").		

5. Ratings:		
<input checked="" type="checkbox"/> Unrated		
Moody's	Standard & Poor's	Fitch

6. Purpose:		
<input checked="" type="checkbox"/> General Government	100.00 %	BRIEF DESCRIPTION
<input type="checkbox"/> Education	%	Purchase of two ambulances for EMS
<input type="checkbox"/> Utilities	%	
<input type="checkbox"/> Other	%	
<input type="checkbox"/> Refunding/Renewal	%	

7. Security:	
<input type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe):

8. Type of Sale:		
<input type="checkbox"/> Competitive Public Sale	<input checked="" type="checkbox"/> Interfund Loan	General Fund to Emergency Medical Service
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program	
<input type="checkbox"/> Informal Bid		

9. Date:	
Dated Date: 08/16/2017	Issue/Closing Date: 08/16/2017

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
NA	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

☒ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

☒ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:

☒ None Prepared

☐ EMMA link

☐ Copy attached

or

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes

☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes

☒ No

If yes to either question, date that disclosure is due

Name and title of person responsible for compliance

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

12/12/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes

☐ No

16. Written Derivative Management Policy:

☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes

☐ No

17. Submission of Report:

To the Governing Body:

on 09/11/2017

and presented at public meeting held on

Copy to Director to OSLF:

on 09/11/2017

either by:

☐ Mail to:

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR

☒ Email to:

StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:


	AUTHORIZED REPRESENTATIVE	PREPARER
Name		ANN S DYER
Title	MAYOR, MIKE WILLIAMS	DIRECTOR OF FINANCE
Firm		
Email	anndyer@unioncountyttn.org	
Date	09/11/2017	

b. Contract between Union County, Tennessee and BarberMcMurry architects, LLC – Courthouse Renovations

A **Motion** was made by **Bob Bowers** and **Seconded** by **Stan Dail**, that BarberMcMurry architects, LLC be retained by Union County, Tennessee, for the Courthouse Renovation project approved by this County Commission on July 6, 2017, and that the County Mayor is authorized to execute attached agreement on behalf of Union County with BarberMcMurry architects, LLC for architectural services.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

Owner's File Copy

 **AIA® Document B101™ – 2007**

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year Twenty-Eighth day of August in the year Two Thousand Seventeen
(In words, indicate day, month and year+year)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Union County
901 Main Street Suite 100
Maynardville, TN 37807

and the Architect:
(Name, legal status, address and other information)

BarberMcMurry architects LLC
505 Market Street Suite 300
Knoxville, Tennessee 37902

for the following Project:
(Name, location and detailed description)

BMa Project No. 175900
Addition of approximately 650 sf ADA accessible security entrance to the Union County Courthouse. BMa to provide architectural, structural, and MEP engineering services. Owner is responsible for survey, geotechnical, and civil engineering. Owner-furnished security equipment not included in our scope.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

SIGNED AGREEMENT
BETWEEN OWNER & ARCHITECT
AIA DOCUMENT B101-2007

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/

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:
(Complete Exhibit A-B, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

"TBD"

- .2 Substantial Completion date:

"TBD"

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00
- .2 Automobile Liability
\$1,000,000.00
- .3 Workers' Compensation
\$1,000,000.00
- .4 Professional Liability
\$500,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

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§3.3.2 The Architect shall update the estimate of the Cost of the Work.

§3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1—procuring the reproduction of Proposal Documents for distribution to prospective contractors; and
- 2—organizing and participating in selection interviews with prospective contractors; and
- 3—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, construction supervision, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. -See section 4.3.2.6.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		

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§ 4.1.5	Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6	Building Information Modeling (E202™ 2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™ 2007)		
§ 4.1.10	Value Analysis (B204™ 2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™ 2008)		
§ 4.1.13	Confirmed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post-occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™ 2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22	Commissioning (B211™ 2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™ 2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™ 2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™ 2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7. Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~() reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- .2 ~~() visits to the site by the Architect over the duration of the Project during construction~~
- .3 ~~() inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- .4 ~~() inspections for any portion of the Work to determine final completion~~

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~() months of the date of this Agreement~~, Two (2) months of the originally agreed to date, of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

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the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, ~~without additional compensation,~~ shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated Sum of Twenty-Three Thousand Five Hundred Dollars (\$23,500.00) through the Bidding/Negotiation Phase. Construction Administration will be hourly.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1, above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Architect shall be compensated at its standard hourly rates (See Exhibit A) for time expended on authorized Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%)~~, One and one quarter (1.25), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)
Schematic Design Phase	Twenty-Five percent (25 %)
Design Development Phase	Zero percent (0 %)
Construction Documents Phase	Seventy percent (70 %)
Bidding or Negotiation Phase	Five percent (5 %)

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Construction Phase (hourly)		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A for Architect's hourly billing rates.

Employee or Category	Rate
Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
- .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
 - .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, standard form documents;
 - .5 Postage, handling and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
 - .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses; and
 - .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ One and fifteen hundredths (1.15) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~—(\$—Zero~~ (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~—Thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The above fee includes any federal, state or local sales, service, or other taxes which are applicable as of the date of this Agreement (the "Effective Date"). Any new taxes which are imposed by law after the Effective Date will be considered an additional cost and will be added to the above fees.

12.2 In recognition of the relative risks, rewards and benefits of the Project to both Owner and Architect, Owner and persons claiming through Owner agree to limit the liability of Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to the greater of (i) an amount in the aggregate of the amount of fees paid under this Agreement or (ii) an amount equal in total to \$500,000 of the proceeds available under Architect's applicable insurance policy.

12.3 Services for interior design and furniture, fixtures and equipment services are not included in Architect's Basic Services. Civil engineering, landscape architecture, kitchen design, and acoustical design services are not included in Architect's Basic Services.

12.4 The parties acknowledge that Architect is a limited liability company and Owner is a corporation or limited liability company. The parties agree that any claim made by a party arising out of any act or omission of any director, officer or employee of the other party, in the execution or performance of this Agreement, shall be made against the corporation and not against such director, officer or employee. Notwithstanding the foregoing, if Owner is not a corporation or limited liability company, Owner's liability is not limited by the terms of this provision.

12.5 Nothing contained in this Agreement shall require Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. No fiduciary agreement or relationship is intended or implied. Architect makes no warranties or guarantees, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and the existence of an error or omission does not automatically constitute a breach of the standard of care. Owner shall establish a reasonable contingency line item in the construction budget to cover premium costs resulting from errors and omissions, and Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard of care.

12.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner agrees that if the decision to fast-track the Project is made after the

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scope and fee for Basic Services has been agreed upon, Architect's additional fees associated with the fast-track process will be considered a contingent additional service and Owner shall compensate Architect for such additional fees pursuant to Section 3.3 of this Agreement. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. Architect has no responsibility for these conditions.

12.7 The Owner may choose to disregard the advice of Architect or may otherwise choose to deviate during construction from the construction documents prepared by Architect. Therefore, Owner hereby indemnifies and holds harmless Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any recommendation of Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

12.8 Owner will cause Architect, their Consultants and Employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project and under any Owner's Protective Policy applicable to the Project.

12.9 The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Owner acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. Architect however, cannot and does not warrant or guarantee that Owner's Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.10 If Architect is required to deliver any services required hereunder in the form of digital encoded media, the printed representation of drawings and specifications issued for the Project by Architect shall be the official record of Architect's service provided upon completion of the services and payment in full. Owner agrees to execute Architect's Standard Agreement for Release of Digital Documents to Owner as a condition precedent to the release of any digital media by Architect. Owner shall have a right to rely only on the printed representation in connection with any subsequent modification of such digital media and agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees, from claims which arise out of modification or re-use of such digital media or printed representation by or on behalf of Owner without Architect's consent. Under no circumstances shall transfer of drawings and other instruments of service on digital media for use by Owner, be deemed a sale by Architect, and Architect makes no warranties of merchantability or fitness for a particular purpose. Owner hereby specifically requests Architect to release digital encoded media to Architect's consultants and Owner's Contractor for the Consultants' and Contractor's reference in assisting the Owner on the Project. All such releases to Architect's consultants and the Contractor will prohibit the consultants and the Contractor from using the digital media for any other purpose.

12.11 Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to Architect to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, Owner acknowledges that schedule and cost impacts may occur. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Architect for its review and adequate time will be provided for Architect to respond to these recommendations. Architect shall be compensated as a Change in Services for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner

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and Architect. Objections to any recommendations made by the VE shall be stated in writing, and Owner agrees that Architect shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

12.12 The Contractor may make recommendations to Architect regarding the selection of systems, materials and cost reducing alternatives. Architect shall review the Contractor's cost reduction proposals and incorporate those accepted by Owner into the documents. Such review and incorporation by Architect shall be payable by Owner as a Change in Service. The process shall be completed at a stage no later than 50% Design Development. If such process occurs later than 50% Design Development, Owner acknowledges that cost and schedule impacts may occur. Owner also acknowledges that cost reduction proposals may substitute systems or materials of lower initial cost, quality and performance than those that were initially selected.

12.13 If the Project involves remodeling and/or rehabilitation of an existing structure, Owner acknowledges that certain assumptions may be made regarding existing conditions. Because some of those assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to release Architect from liability for any claim or cost for injury or economic loss arising out of the professional services provided under this Agreement with respect to the verification of existing conditions. However, nothing in this Agreement shall release Architect from liabilities, damages or costs attributable to its sole negligence or willful misconduct.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- 3 Other documents:
(List other documents, if any, including Exhibit A-B, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

OWNER

ARCHITECT

Michael Williams

Michael T. Dooley

(Signature)

(Signature)

Michael Williams

Michael T. Dooley, AIA Vice President

(Printed name and title)

(Printed name and title)

Union Co. Mayor

HOURLY PERSONNEL BILLING RATES

JANUARY 2017 THROUGH DECEMBER 2017
Updated April 1, 2017

<u>CLASSIFICATION</u>	<u>RATE</u>
Partner-In-Charge	\$ 225.00
Partner	210.00
Director of Design	195.00
Specifications Manager	135.00
Project Manager III	135.00
Senior Construction Administrator	135.00
Interior Design Director	125.00
Project Manager II	120.00
Project Manager I	110.00
Senior Interior Designer	100.00
Construction Administrator	100.00
Project Architect III	100.00
Information Technology Manager	100.00
Interior Design Manager	95.00
Project Architect II	95.00
Project Architect I	90.00
Interior Designer	85.00
Senior Architect Graduate/Designer	80.00
Architect Graduate/Designer	75.00
Technical Secretary III	75.00
Interior Design Graduate	65.00
Technical Secretary II	65.00
Technical Secretary I	60.00

We reserve the right to modify these rates to reflect normal salary review practices.

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19. Addendums (if any):

- a. Tim Planer (residential Building Inspector Supervisor), State of Tennessee – informed the County Commission of the importance on having a County Building Inspector and that the current building inspector, Darryl Morris, had not completed any of the mandatory classes that are required to become certified as an inspector.

A **Motion** was made by **Mike Sexton** and **Seconded** by **Bob Bowers** that, Darryl Morris be relieved of his duties, effective immediately, as Union County Building Inspector, due to his failure to meet the mandatory requirements to become certified as a building inspector.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** Kenny Hill. **Motion Carried.**

Mayor Micheal Williams nominated Marjorie Presley as Union County Building Inspector.

A **Motion** was made by **Mike Sexton** and **Seconded** by **R. L. Jones** to approve the nomination of Marjorie Presley as Union County Building Inspector.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

- b. Approve/Disapprove Funding for Heritage Festival:

A **Motion** was made by **Chris Upton** and **Seconded** by **Kenny Hill** to approve additional funding in the amount of Three Thousand Dollars (\$3,000.00) for the Union County Heritage Festival with funding from the Hotel/Motel–Restricted Revenue Tax Account.

County Chairman, Gary England called for a **Roll Call Vote**. **Commissioners Voting For:** J. M. Bailey, Lynn Beeler, Bob Bowers, Bill Cox, Stan Dail, Gary England, Dawn Flatford, Jonathan Goforth, Kenny Hill, Janet Holloway, R. L. Jones, Mike Sexton, Chris Upton, and Doyle Welch. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

20. A **Motion** was made by **R. L. Jones** and **Seconded** by **Kenny Hill** to **Adjourn**.

County Chairman, Gary England called for an **Aye Vote**. **Motion Carried.**
Union County Commission's Regular Meeting **Adjourned at 8:15 P.M.**