

The Union County Commission met in Regular Meeting at 7:00 P.M. on Monday, March 28, 2022 at the Union County Courthouse. The Honorable Jason Bailey, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:00 P.M.

The Agenda for March 28, 2022 is as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements: (if any)
6. Approve List for Public Comments
7. Approve Minutes of February 28, 2022 – Regular Meeting
8. Approve Notaries
9. TVA Grant Presentation
10. County Mayor’s Report – Mayor Jason Bailey
11. County Sheriff’s Report – Sheriff Breeding
12. Melissa Brown, Director of Finance
 - a. Monthly Finance Report – February 2022
 - b. Budget Amendments & Transfers
 - c. Approve/Disapprove Surplus
 - d. Contracts
 - i. The Lewis Group Architects, Inc.
13. Approve/Disapprove new member to the Union County Beer Board
14. Approve/Disapprove Resolution No. 01 03-28-2022 for Union County to commit ARPA funds for Broadband Internet Grant
15. Old Business
16. New Business
17. Addendums: (if any)
18. Public Comments
19. Adjourn

1. County Commission was duly opened by Sheriff William F. Breeding, II.
2. Invocation by Commissioner Danny Cooke.
3. Pledge of Allegiance was led by Commissioner Bill Cox.
4. Roll Call by Pam Ailor, Union County Clerk. **Commissioners Present:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Beck Munsey, and Cheryl Walker.

Commissioners Absent: Joyce Meltabarger

5. Announcements:
 - a. April 8, 2022 a ground breaking ceremony for the Highway 33 project.
 - b. Union County Solid Waste household hazardous waste disposal event will be Saturday, May 21, 2022 at the Wolfe Rd. location.
 - c. Jill Jones promoted to office manager at the Union County Health Department.
 - d. Union County Opry resumes performances beginning Saturday, April 2, 2022.
6. Public Comments: There were no Public Comment requests made in open meeting on Monday, March 28, 2022.

7. A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Debra Keck** to approve the Minutes of February 28, 2022 Regular Meeting.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissions Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

8. A **Motion** was made by **Bill Cox** and **Seconded** by **Dawn Flatford** to approve the following Notaries: Angel Bearley, Jessica N. Buck, Angela D. Gilbert, Jill Jones, Brian Lindholm, La Tecia Masingo, Amy Nicole McFall, and Debra K. Munsey.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissions Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

9. TVA Grant Presentation was moved to the April 25, 2022 County Commission Meeting.

10. County Mayor’s Report – Mayor Jason Bailey

Union County Government Upcoming Public Meetings April, 2022

<u>Date</u>	<u>Board/Committee</u>	<u>Location/Time</u>
5	Records Management Committee	Small Courtroom/2:00pm
19	Budget Committee	Large Courtroom/7:00pm
25	Planning Commission	Large Courtroom/6:00pm
25	County Commission	Large Courtroom/7:00pm

***Unless otherwise noted, all meetings are held at the Union County Courthouse.**

Mayor's Report

March, 2022

Mayor's Report March, 2022

Grants

In Process: (Mayor's Office)

- Safe Routes to School (Luttrell Elementary/TDOT)
- Local Government Grant (State of TN-DAG FY21) - \$818,464
- Tourism Enhancement Grant (State of TN) - \$75,000
- Community Development Block Grant (CDBG- Fire Truck) - \$253,143
- TCAC (First Time Home Owners) - \$500,000
- Rent Assistance (THDA- available to any UC resident who qualifies)
- Local Roads Safety Initiative Program (TDOT) - \$250,000
- Fresh Wagon (American Cancer Society) - Partnership with the UC Farmer's Market to provide free food to Union County residents.
- TN Local Parks and Recreation Grant (Luttrell Sports Complex) - \$500,000
- Local Government Grant (State of TN-DAG FY22) - \$341,394
- American Rescue Plan (Federal Government) - \$3.87 Million
*UC received 50% (1.9 million) in June, 2021
- HOME Grant FY21 (US Dept of Housing and TN Housing Dev)- \$500,000
- GIVE Grant (State of TN) - \$1,000,000
Purchase equipment for the potential TCAT in Union County
- **East TN Community Design Center
Develop/Plan/Design the "Music Wall of Fame" at Heritage Park**

Potential:

- **Project Diabetes Grant (TN Dept of Health)- \$300,000**
\$100,000 each year for three years to build additional trails and site development/excavation at the Luttrell Sports Complex
- State of TN Appropriations Committee- \$9,000,000
Potential funding from the State of TN for a TCAT/Walters State campus near Union County High School
- TN Dept of Tourism
Tourism enhancement funds for additional items at Heritage Park
- Bill Dance Signature Lakes (TN Dept of Tourism)
Norris Lake is named a “Trophy Lake”
Possible upgrades to Big Ridge Park (Blue Mud)
- Appalachian Regional Commission (ARC-Federal Government)
Study for additional boat ramp, public swimming, public pier, and parking at Big Ridge State Park (Blue Mud)
- Broadband Internet (TEBF & SLFRF- State of TN)
KUB, PVE, and SCTC to provide broadband to ALL Union County Residents
- Rural Development Grant (USDA)
New EMS facilities (Maynardville and Sharps Chapel)
Grant funds along with low interest loans
May be used to construct jails
- TN Risk Management Safety Grant- \$4,000
New parking lot lighting for the library complex

County Buildings / Property

- Farmer’s Market Soft Opening Saturday, May 7
- Farmer’s Market Grand Opening Saturday, May 28

Capital Project Bids Out or In Process (Completely Funded by Grants)

- Speedwell and Big Ridge Community Centers
(funds are allocated, searching for property)
- IT Provider for all county offices
(BOE and Highway Dept are not included)

Other (attachments)

- Sales Tax Collections- January, 2022
- Occupancy Tax (Hotel/Motel)- January, 2022
- Reappraisal Tax Rate Information- TN Comptroller
- Union County Email Setup Information

Questions or Concerns?

Attachments

March, 2022

January 2020 vs. 2022 County Allocations

County	Jan-20	Jan-21	Jan-22	Change 2020-2022	% Change
Putnam County	\$62,723.77	\$471,584.03	\$503,080.17	\$440,356.40	702%
Wilson County	\$914,713.63	\$1,563,058.79	\$2,636,133.67	\$1,721,420.04	188%
Grainger County	\$82,684.60	\$147,226.08	\$205,228.81	\$122,544.21	148%
Jackson County	\$65,948.28	\$107,549.15	\$142,912.89	\$76,964.61	117%
McMinn County	\$180,341.66	\$359,276.14	\$375,993.71	\$195,652.05	108%
Weakley County	\$112,014.40	\$124,001.43	\$228,476.69	\$116,462.29	104%
Maury County	\$408,648.72	\$585,813.69	\$825,076.64	\$416,427.92	102%
Macon County	\$93,270.90	\$143,871.89	\$185,712.94	\$92,442.04	99%
Sequatchie County	\$46,046.39	\$73,836.36	\$90,163.68	\$44,117.29	96%
Franklin County	\$152,556.89	\$277,108.74	\$296,501.18	\$143,944.29	94%
Polk County	\$107,245.42	\$186,097.97	\$204,789.15	\$97,543.73	91%
Clay County	\$50,214.69	\$78,021.64	\$94,488.95	\$44,274.26	88%
Tipton County	\$134,256.79	\$224,155.47	\$248,815.58	\$114,558.79	85%
Cocke County	\$222,134.09	\$325,776.03	\$411,641.01	\$189,506.92	85%
Johnson County	\$61,177.37	\$96,321.79	\$113,247.83	\$52,070.46	85%
Rhea County	\$186,665.07	\$239,148.60	\$330,579.72	\$143,914.65	77%
Pickett County	\$37,947.47	\$57,070.23	\$67,120.38	\$29,172.91	77%
Claiborne County	\$93,153.60	\$144,294.01	\$162,594.20	\$69,440.60	75%
Monroe County	\$169,696.06	\$254,957.59	\$294,592.29	\$124,896.23	74%
Benton County	\$114,105.19	\$178,717.70	\$193,143.32	\$79,038.13	69%
Obion County	\$132,898.71	\$178,513.84	\$224,936.70	\$92,037.99	69%
Grundy County	\$34,756.61	\$55,107.38	\$58,764.79	\$24,008.18	69%
Henderson County	\$106,474.40	\$167,012.99	\$177,337.68	\$70,863.28	67%
Lewis County	\$119,394.25	\$165,172.12	\$198,548.42	\$79,154.17	66%
Fentress County	\$123,374.42	\$211,492.23	\$203,773.52	\$80,399.10	65%
Lawrence County	\$268,658.43	\$372,930.13	\$438,713.44	\$170,055.01	63%
Stewart County	\$108,766.38	\$178,195.37	\$177,096.67	\$68,330.29	63%
Sumner County	\$522,050.93	\$702,379.38	\$846,450.94	\$324,400.01	62%
White County	\$164,172.43	\$241,194.68	\$264,726.46	\$100,554.03	61%
Houston County	\$27,871.00	\$35,952.73	\$44,632.21	\$16,761.21	60%
Robertson County	\$262,848.33	\$408,952.74	\$416,333.98	\$153,485.65	58%
Cheatham County	\$198,005.76	\$257,882.08	\$311,887.58	\$113,881.82	58%
Dickson County	\$268,662.20	\$408,210.86	\$420,591.22	\$151,929.02	57%
Overton County	\$154,538.67	\$221,769.68	\$241,660.38	\$87,121.71	56%
Chester County	\$64,433.83	\$99,121.05	\$100,735.88	\$36,302.05	56%
Hardin County	\$206,908.38	\$238,473.50	\$323,286.30	\$116,377.92	56%
Cumberland County	\$418,973.09	\$612,901.35	\$650,441.18	\$231,468.09	55%
Union County	\$76,225.51	\$116,546.11	\$117,940.26	\$41,714.75	55%
Sevier County	\$1,687,121.35	\$2,302,918.14	\$2,609,060.28	\$921,938.93	55%
Morgan County	\$78,873.12	\$120,014.62	\$121,652.90	\$42,779.78	54%
Van Buren County	\$44,042.35	\$72,476.39	\$67,789.21	\$23,746.86	54%
McNairy County	\$70,524.41	\$116,936.39	\$108,355.46	\$37,831.05	54%
Unicoi County	\$44,579.18	\$74,591.23	\$68,328.62	\$23,749.44	53%
Blount County	\$1,312,781.11	\$1,646,636.45	\$2,003,142.65	\$690,361.54	53%
Marion County	\$119,456.07	\$168,909.23	\$181,999.76	\$62,543.69	52%
Wayne County	\$70,650.36	\$103,417.71	\$107,371.35	\$36,720.99	52%
Greene County	\$384,231.90	\$566,702.96	\$582,725.69	\$198,493.79	52%
Roane County	\$263,623.07	\$383,780.66	\$398,470.46	\$134,847.39	51%

January 2022 Occupancy Tax

Situs	Total
4900 - Lauderdale County	50.45
5000 - Lawrence County	1,636.15
5100 - Lewis County	249.41
5200 - Lincoln County	1,144.49
5300 - Loudon County	3,676.16
5400 - McMinn County	992.60
5600 - Macon County	216.25
5700 - Madison County	480.50
5800 - Marion County	13,260.62
5900 - Marshall County	1,092.14
6000 - Maury County	3,194.99
6100 - Meigs County	4,234.75
6200 - Monroe County	4,412.01
6300 - Montgomery County	1,677.12
6400 - Moore County	561.30
6500 - Morgan County	1,605.50
6600 - Obion County	771.05
6700 - Overton County	1,859.05
6800 - Perry County	550.46
7000 - Polk County	2,877.11
7100 - Putnam County	6,160.07
7200 - Rhea County	4,131.40
7300 - Roane County	3,403.62
7400 - Robertson County	5,348.65
7500 - Rutherford County	4,689.08
7600 - Scott County	3,561.18
7700 - Sequatchie County	1,839.96
7800 - Sevier County	593,091.71
7900 - Shelby County	62,502.11
8100 - Stewart County	1,198.75
8300 - Sumner County	9,187.57
8400 - Tipton County	102.95
8500 - Trousdale County	314.40
8600 - Unicoi County	1,413.25
* 8700 - Union County	5,190.39 *
8800 - Van Buren County	5,891.20
8900 - Warren County	783.33
9100 - Wayne County	422.65
9200 - Weakley County	1,144.20
9300 - White County	1,913.75
9400 - Williamson County	18,639.45
9500 - Wilson County	14,491.67
2,871,337.08	



JASON E. MUMPOWER
Comptroller

February 23, 2022

Memorandum

To: County and city mayors in property tax revalue counties
From: E. Robin Pope, Executive Secretary
State Board of Equalization *E.R.P.*
Subject: **Certified tax rate compliance**

Jurisdictions completing reappraisal or value updating programs approved by the State Board of Equalization are required by law to calculate a "certified tax rate" based upon the revalued tax base within the jurisdiction. The rate is calculated at the level which will produce the same property tax revenue from properties previously on the roll as was billed for those properties for the previous year. To comply with this law, please take note of the following actions:

1. Calculation. You will be provided a calculation form with our estimate of the certified rate through the assessor's office. Note that the law does not permit the rate to be rounded up. Tax rates may be adopted in fractions of a cent but rounding up the certified rate is not permitted. *The form should be returned to this office with your signature and the signature of the assessor.*
2. Determination. The county commission (or city council or board) must officially determine the certified rate by simple action of the body on motion and second. If the certified rate is sufficient to meet the new budget, the governing body may proceed to adopt the actual tax rate, and no further compliance steps are required. *Please note, some jurisdictions may experience a decline in reappraisal values such that the certified (tax-neutral) rate becomes higher than the year before. This does not change certified rate compliance. If the rate needed for your budget is higher than last year's rate but still lower than the certified (tax-neutral) rate, the city or county may adopt an actual rate higher than last year but lower than the certified rate, without the special newspaper notice and hearing that must normally accompany a levy in excess of the certified rate.*
3. Publication. *If the certified rate will not be sufficient to meet the new budget*, the governing body should direct the clerk to arrange publication of a newspaper notice, "Notice of public hearing to consider whether to exceed the certified tax rate". A sample notice is attached, and should be used.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

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Memorandum
February 23, 2022

4. Hearing and adoption of actual tax rate. At the conclusion of the public hearing, the governing body may proceed to adopt the actual tax rate.
5. Documentation. The county or city should send our office a copy of the newspaper affidavit of publication within 30 days of publication, and if the certified tax rate is exceeded, we should also be sent a certified copy of the tax rate resolution or ordinance.

This is a brief outline of the process. Please call if we may be of further assistance.

c: Assessor of Property
Trustee
Finance Directors/City Recorders

Enc.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

Example of newspaper advertisement notifying the public of intent to exceed the certified tax rate:

**NOTICE OF INTENT TO EXCEED
CERTIFIED TAX RATE**

The [County Commission][Board of Mayor and Aldermen] of [county or city] will conduct a public hearing on _____, at _____ p.m., on the [county's][city's] intent to exceed the certified (tax neutral) property tax rate. This public hearing will be held at _____. [Optional: The certified tax rate as defined by T.C.A. § 67-5-1701 is \$ _____ per \$100 of assessed valuation. The City's proposed FY _____ budget, if adopted, will require a proposed tax levy of \$ _____ per \$100 of assessed valuation.]

CTR Notice

11. County Sheriff's Report – Sheriff Breeding

Sheriff's Report

Total Calls for Service:	699
Accidents with Injury:	3
Accidents with Non-Injury:	22
Residential Burglaries:	0
Booked Into Jail:	127
Released from Jail:	120
Current Jail Population:	79

12. Melissa Brown, Director of Finance
 a. Monthly Finance Report – February 2022

**DIRECTOR OF FINANCE
 MONTHLY REPORT**

2021-2022	101- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Mar-21	101-General	\$ 5,080,246.82	\$ 386.68	\$ 714,449.76	\$ 764,640.39	\$ 8,873.18	\$ 5,021,569.69
Apr-21	101-General	\$ 5,021,569.69	\$ 1,119.45	\$ 652,058.45	\$ 537,003.52	\$ 6,802.52	\$ 5,130,941.55
May-21	101-General	\$ 5,130,941.55	\$ 1,019.00	\$ 361,829.21	\$ 523,861.99	\$ 3,068.33	\$ 4,966,859.44
Jun-21	101-General	\$ 4,966,859.44	\$ 1,603.91	\$ 587,625.78	\$ 850,090.18	\$ 5,231.60	\$ 4,700,767.35
Jul-21	101-General	\$ 4,700,767.35	\$ 986.89	\$ 790,728.09	\$ 765,349.66	\$ 7,413.66	\$ 4,719,719.01
Aug-21	101-General	\$ 4,719,719.01	\$ 738.59	\$ 265,641.06	\$ 689,126.69	\$ 2,223.09	\$ 4,294,748.88
Sep-21	101-General	\$ 4,294,748.88	\$ 1,207.76	\$ 453,205.59	\$ 775,408.56	\$ 6,935.97	\$ 3,966,817.70
Oct-21	101-General	\$ 3,966,817.70	\$ 981.99	\$ 645,829.68	\$ 539,114.78	\$ 9,401.03	\$ 4,065,113.56
Nov-21	101-General	\$ 4,065,113.56	\$ 3,093.43	\$ 724,733.40	\$ 559,256.78	\$ 8,926.23	\$ 4,224,757.38
Dec-21	101-General	\$ 4,224,757.38	\$ 647.31	\$ 1,392,776.51	\$ 514,221.63	\$ 23,033.24	\$ 5,080,926.33
Jan-22	101-General	\$ 5,080,926.33	\$ 857.96	\$ 865,984.22	\$ 504,517.17	\$ 11,422.46	\$ 5,431,828.88
Feb-22	101-General	\$ 5,431,828.88	\$ 2,655.95	\$ 1,434,301.38	\$ 551,266.54	\$ 23,909.09	\$ 6,293,610.58

2021-2022	118 Ambulance Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Mar-21	118-Amb. Service	\$ 581,796.51	\$ (386.68)	\$ 224,339.14	\$ 96,986.85	\$ 2,597.14	\$ 706,164.98
Apr-21	118-Amb. Service	\$ 706,164.98	\$ (1,119.45)	\$ 120,721.94	\$ 115,108.94	\$ 1,325.63	\$ 709,332.90
May-21	118-Amb. Service	\$ 709,332.90	\$ (1,019.00)	\$ 88,190.82	\$ 122,405.85	\$ 930.41	\$ 673,168.46
Jun-21	118-Amb. Service	\$ 673,168.46	\$ (1,603.91)	\$ 114,317.77	\$ 138,256.19	\$ 1,168.72	\$ 646,457.41
Jul-21	118-Amb. Service	\$ 646,457.41	\$ (986.89)	\$ 99,106.90	\$ 155,227.49	\$ 1,006.05	\$ 588,343.88
Aug-21	118-Amb. Service	\$ 588,343.88	\$ (935.87)	\$ 114,956.98	\$ 122,785.87	\$ 1,154.98	\$ 578,424.14
Sep-21	118-Amb. Service	\$ 578,424.14	\$ (1,207.76)	\$ 128,795.58	\$ 273,330.20	\$ 1,635.20	\$ 431,046.56
Oct-21	118-Amb. Service	\$ 431,046.56	\$ (1,143.14)	\$ 125,931.64	\$ 126,500.63	\$ 1,755.48	\$ 427,578.95
Nov-21	118-Amb. Service	\$ 427,578.95	\$ (1,468.37)	\$ 176,050.48	\$ 91,968.10	\$ 2,047.47	\$ 508,145.49
Dec-21	118-Amb. Service	\$ 508,145.49	\$ (647.31)	\$ 216,774.01	\$ 165,377.65	\$ 3,601.17	\$ 555,293.37
Jan-22	118-Amb. Service	\$ 555,293.37	\$ (986.56)	\$ 119,721.51	\$ 80,120.19	\$ 1,681.04	\$ 592,227.09
Feb-22	118-Amb. Service	\$ 592,227.09	\$ (1,147.08)	\$ 273,303.87	\$ 99,346.53	\$ 4,172.21	\$ 760,865.14

**DIRECTOR OF FINANCE
 MONTHLY REPORT**

2021-2022	122- Drug Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Mar-21	122-Drug Fund	\$ 79,320.46	\$ -	\$ 767.60	\$ 2,002.00	\$ 7.67	\$ 78,078.39
Apr-21	122-Drug Fund	\$ 78,078.39	\$ -	\$ 4,685.05	\$ 2,000.98	\$ 24.39	\$ 80,738.07
May-21	122-Drug Fund	\$ 80,738.07	\$ -	\$ 7,137.91	\$ 2,516.58	\$ 28.63	\$ 85,330.77
Jun-21	122-Drug Fund	\$ 85,330.77	\$ -	\$ 6,203.86	\$ 5,136.03	\$ 12.20	\$ 86,386.40
Jul-21	122-Drug Fund	\$ 86,386.40	\$ -	\$ 3,606.69	\$ 5,812.96	\$ 6.41	\$ 84,173.72
Aug-21	122-Drug Fund	\$ 84,173.72	\$ -	\$ 1,574.15	\$ 12,172.97	\$ 15.74	\$ 73,559.16
Sep-21	122-Drug Fund	\$ 73,559.16	\$ -	\$ 2,232.24	\$ 2,911.44	\$ 9.24	\$ 72,870.72
Oct-21	122-Drug Fund	\$ 72,870.72	\$ -	\$ 237.50	\$ 5,154.34	\$ 2.38	\$ 67,951.50
Nov-21	122-Drug Fund	\$ 67,951.50	\$ -	\$ 475.00	\$ 2,138.89	\$ 4.76	\$ 66,282.85
Dec-21	122-Drug Fund	\$ 66,282.85	\$ -	\$ 510.15	\$ 1,431.20	\$ 5.11	\$ 65,356.69
Jan-22	122-Drug Fund	\$ 65,356.69	\$ -	\$ -	\$ 899.75	\$ -	\$ 64,456.94
Feb-22	122-Drug Fund	\$ 64,456.94	\$ -	\$ -	\$ 4,951.51	\$ -	\$ 59,505.43

2021-2022	127-Other General Government Special Revenue	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Jul-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Aug-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Sep-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Oct-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Nov-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Dec-21	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jan-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Feb-22	127-Other General Gov Rev	\$ 1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2021-2022	131- Hwy Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission		Ending Balance
						Transfer	Ending Balance	
Mar-21	131-Highway Dept	\$ 981,275.71	\$ -	\$ 315,374.86	\$ 192,052.84	\$ 2,016.45	\$	\$ 1,102,581.28
Apr-21	131-Highway Dept	\$ 1,102,581.28	\$ -	\$ 162,040.41	\$ 255,074.36	\$ 1,698.02	\$	\$ 1,007,849.31
May-21	131-Highway Dept	\$ 1,007,849.31	\$ -	\$ 167,710.54	\$ 138,821.50	\$ 1,281.46	\$	\$ 1,035,456.89
Jun-21	131-Highway Dept	\$ 1,035,456.89	\$ -	\$ 182,564.27	\$ 487,048.45	\$ 1,374.60	\$	\$ 729,598.11
Jul-21	131-Highway Dept	\$ 729,598.11	\$ -	\$ 204,483.47	\$ 292,579.47	\$ 2,043.88	\$	\$ 639,458.23
Aug-21	131-Highway Dept	\$ 639,458.23	\$ -	\$ 303,843.40	\$ 148,311.92	\$ 3,029.80	\$	\$ 791,959.91
Sep-21	131-Highway Dept	\$ 791,959.91	\$ -	\$ 202,137.57	\$ 431,234.56	\$ 1,800.77	\$	\$ 561,062.15
Oct-21	131-Highway Dept	\$ 561,062.15	\$ -	\$ 238,887.57	\$ 159,698.97	\$ 2,709.66	\$	\$ 637,541.09
Nov-21	131-Highway Dept	\$ 637,541.09	\$ -	\$ 197,712.95	\$ 93,291.38	\$ 2,171.24	\$	\$ 739,791.42
Dec-21	131-Highway Dept	\$ 739,791.42	\$ -	\$ 269,685.60	\$ 104,559.34	\$ 3,647.66	\$	\$ 901,270.02
Jan-22	131-Highway Dept	\$ 901,270.02	\$ -	\$ 227,185.54	\$ 94,716.67	\$ 2,587.23	\$	\$ 1,031,151.66
Feb-22	131-Highway Dept	\$ 1,031,151.66	\$ -	\$ 272,068.89	\$ 85,946.50	\$ 3,219.23	\$	\$ 1,214,054.82

2021-2022	151- Debt Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission		Ending Balance
						Transfer	Ending Balance	
Mar-21	151- Debt Service	\$ 2,556,505.89	\$ (379,894.84)	\$ 115,876.83	\$ -	\$ 688.07	\$	\$ 2,291,799.81
Apr-21	151- Debt Service	\$ 2,291,799.81	\$ (46,865.97)	\$ 73,350.73	\$ -	\$ 781.16	\$	\$ 2,317,503.41
May-21	151- Debt Service	\$ 2,317,503.41	\$ (407,933.25)	\$ 54,886.01	\$ -	\$ 572.36	\$	\$ 1,963,883.81
Jun-21	151- Debt Service	\$ 1,963,883.81	\$ (48,244.48)	\$ 46,919.37	\$ -	\$ 487.15	\$	\$ 1,962,071.55
Jul-21	151- Debt Service	\$ 1,962,071.55	\$ (46,866.82)	\$ 49,724.24	\$ -	\$ 510.96	\$	\$ 1,964,418.01
Aug-21	151- Debt Service	\$ 1,964,418.01	\$ (46,866.44)	\$ 47,804.64	\$ -	\$ 485.91	\$	\$ 1,964,870.30
Sep-21	151- Debt Service	\$ 1,964,870.30	\$ (40,598.35)	\$ 70,066.98	\$ -	\$ 906.22	\$	\$ 1,993,432.71
Oct-21	151- Debt Service	\$ 1,993,432.71	\$ (36,111.37)	\$ 76,332.41	\$ -	\$ 1,061.96	\$	\$ 2,032,591.79
Nov-21	151- Debt Service	\$ 2,032,591.79	\$ (46,866.06)	\$ 63,648.40	\$ -	\$ 812.77	\$	\$ 2,048,561.36
Dec-21	151- Debt Service	\$ 2,048,561.36	\$ (46,865.82)	\$ 126,648.84	\$ -	\$ 2,104.02	\$	\$ 2,126,240.36
Jan-22	151- Debt Service	\$ 2,126,240.36	\$ (46,865.59)	\$ 70,846.04	\$ -	\$ 969.13	\$	\$ 2,149,251.68
Feb-22	151- Debt Service	\$ 2,149,251.68	\$ (46,865.28)	\$ 404,110.07	\$ -	\$ 1,970.68	\$	\$ 2,504,525.79

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2021-2022	171- Capital Outlay	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission		Ending Balance
						Transfer	Ending Balance	
Mar-21	171-Capital Outlay	\$ 988,435.67	\$ -	\$ 40,505.13	\$ 108,435.67	\$ 809.54	\$	\$ 919,695.59
Apr-21	171-Capital Outlay	\$ 919,695.59	\$ -	\$ 13,307.84	\$ 22,944.14	\$ 265.91	\$	\$ 909,793.38
May-21	171-Capital Outlay	\$ 909,793.38	\$ -	\$ 19,558.58	\$ 3,352.00	\$ 91.08	\$	\$ 925,908.88
Jun-21	171-Capital Outlay	\$ 925,908.88	\$ -	\$ 11,860.52	\$ 31,763.07	\$ 47.42	\$	\$ 905,958.91
Jul-21	171-Capital Outlay	\$ 905,958.91	\$ -	\$ 342,573.57	\$ 5,229.05	\$ 23.56	\$	\$ 1,243,279.87
Aug-21	171-Capital Outlay	\$ 1,243,279.87	\$ -	\$ 4,959.61	\$ 169,701.45	\$ 36.48	\$	\$ 1,078,501.55
Sep-21	171-Capital Outlay	\$ 1,078,501.55	\$ -	\$ 193,087.91	\$ 214,621.90	\$ 791.14	\$	\$ 1,056,176.42
Oct-21	171-Capital Outlay	\$ 1,056,176.42	\$ -	\$ 55,162.78	\$ 39,307.73	\$ 1,103.36	\$	\$ 1,070,928.11
Nov-21	171-Capital Outlay	\$ 1,070,928.11	\$ -	\$ 64,335.94	\$ 8,673.93	\$ 730.13	\$	\$ 1,125,859.99
Dec-21	171-Capital Outlay	\$ 1,125,859.99	\$ -	\$ 162,968.98	\$ 45,452.50	\$ 3,259.43	\$	\$ 1,240,117.04
Jan-22	171-Capital Outlay	\$ 1,240,117.04	\$ -	\$ 57,539.81	\$ 68,210.73	\$ 1,150.94	\$	\$ 1,228,295.18
Feb-22	171-Capital Outlay	\$ 1,228,295.18	\$ -	\$ 298,446.95	\$ 44,649.63	\$ 3,530.85	\$	\$ 1,478,561.65

2021-2022	172- Community	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission		Ending Balance
						Transfer	Ending Balance	
Jun-21	172-Community	\$ 75,233.99	\$ -	\$ -	\$ 9,681.53	\$ -	\$	\$ 65,552.46
Jul-21	172-Community	\$ 65,552.46	\$ -	\$ -	\$ 4,491.21	\$ -	\$	\$ 61,061.25
Aug-21	172-Community	\$ 61,061.25	\$ -	\$ -	\$ 8,825.18	\$ -	\$	\$ 52,236.07
Sep-21	172-Community	\$ 52,236.07	\$ -	\$ -	\$ 250.00	\$ -	\$	\$ 51,986.07
Oct-21	172-Community	\$ 51,986.07	\$ -	\$ -	\$ -	\$ -	\$	\$ 51,986.07
Nov-21	172-Community	\$ 51,986.07	\$ -	\$ -	\$ 183.33	\$ -	\$	\$ 51,802.74
Dec-21	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$	\$ 51,802.74
Jan-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$	\$ 51,802.74
Feb-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$	\$ 51,802.74

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2021-2022		Commission					
141- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Mar-21	141-General	\$ 12,191,638.77	\$ 106,987.87	\$ 2,850,841.00	\$ 2,164,116.75	\$ 8,869.97	\$ 12,976,480.92
Apr-21	141-General	\$ 12,976,480.92	\$ 121,092.54	\$ 2,078,109.95	\$ 2,513,314.41	\$ 5,265.88	\$ 12,657,103.12
May-21	141-General	\$ 12,657,103.12	\$ 105,125.56	\$ 495,090.45	\$ 2,161,658.36	\$ 4,886.51	\$ 11,090,774.26
Jun-21	141-General	\$ 11,090,774.26	\$ 105,907.29	\$ 1,619,381.95	\$ 4,861,172.47	\$ 4,481.34	\$ 7,950,409.69
Jul-21	141-General	\$ 7,950,409.69	\$ 112,078.51	\$ 1,946,464.51	\$ 2,607,354.59	\$ 13,662.44	\$ 7,387,935.68
Aug-21	141-General	\$ 7,387,935.68	\$ 179,746.96	\$ 2,366,019.81	\$ 2,107,866.41	\$ 1,723.17	\$ 7,824,112.87
Sep-21	141-General	\$ 7,824,112.87	\$ 204,405.78	\$ 2,603,472.99	\$ 2,452,975.72	\$ 8,043.08	\$ 8,170,972.84
Oct-21	141-General	\$ 8,170,972.84	\$ 202,003.59	\$ 2,655,751.33	\$ 2,736,646.35	\$ 9,531.58	\$ 8,282,549.83
Nov-21	141-General	\$ 8,282,549.83	\$ 226,285.89	\$ 2,803,294.60	\$ 2,255,195.88	\$ 7,467.29	\$ 9,049,467.15
Dec-21	141-General	\$ 9,049,467.15	\$ 206,511.89	\$ 3,157,586.58	\$ 2,104,239.59	\$ 19,527.12	\$ 10,289,798.91
Jan-22	141-General	\$ 10,289,798.91	\$ 198,824.13	\$ 2,895,054.24	\$ 2,045,008.11	\$ 9,441.98	\$ 11,329,227.19
Feb-22	141-General	\$ 11,329,227.19	\$ 218,097.12	\$ 3,178,274.90	\$ 2,364,218.62	\$ 19,704.70	\$ 12,341,675.89

2021-2022		Commission					
142-Federal Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Mar-21	142-Federal	\$ 182,869.08	\$ (106,987.87)	\$ 291,466.69	\$ 160,647.85	\$ -	\$ 206,700.05
Apr-21	142-Federal	\$ 206,700.05	\$ (121,092.54)	\$ 243,647.79	\$ 109,133.76	\$ -	\$ 220,121.54
May-21	142-Federal	\$ 220,121.54	\$ (105,125.56)	\$ 303,783.03	\$ 173,797.75	\$ -	\$ 244,981.26
Jun-21	142-Federal	\$ 244,981.26	\$ (105,907.29)	\$ 569,283.17	\$ 197,851.99	\$ -	\$ 510,505.15
Jul-21	142-Federal	\$ 510,505.15	\$ (112,078.51)	\$ 117,637.09	\$ 242,903.28	\$ -	\$ 273,160.45
Aug-21	142-Federal	\$ 273,160.45	\$ (179,746.96)	\$ 98,917.77	\$ 148,621.49	\$ -	\$ 43,709.77
Sep-21	142-Federal	\$ 43,709.77	\$ (204,405.78)	\$ 1,136,115.15	\$ 624,169.39	\$ -	\$ 351,249.75
Oct-21	142-Federal	\$ 351,249.75	\$ (202,003.59)	\$ 884,693.03	\$ 218,762.66	\$ -	\$ 815,176.53
Nov-21	142-Federal	\$ 815,176.53	\$ (227,843.30)	\$ 635,298.75	\$ 445,191.00	\$ -	\$ 777,440.98
Dec-21	142-Federal	\$ 777,440.98	\$ (206,466.64)	\$ 539,408.50	\$ 219,315.88	\$ -	\$ 891,066.96
Jan-22	142-Federal	\$ 891,066.96	\$ (198,741.21)	\$ 422,312.27	\$ 308,360.19	\$ -	\$ 806,277.83
Feb-22	142-Federal	\$ 806,277.83	\$ (219,523.07)	\$ 481,941.58	\$ 257,452.59	\$ -	\$ 811,243.75

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2021-2022		Commission					
143-Central Caferia	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Mar-21	143-Food Service	\$ 679,608.74		\$ 115,207.48	\$ 146,330.28		\$ 648,485.94
Apr-21	143-Food Service	\$ 648,485.94		\$ 152,640.43	\$ 130,760.49		\$ 670,365.88
May-21	143-Food Service	\$ 670,365.88		\$ 163,304.46	\$ 131,750.84		\$ 701,919.50
Jun-21	143-Food Service	\$ 701,919.50	\$ 1,377.77	\$ 92,617.08	\$ 123,245.27		\$ 672,669.08
Jul-21	143-Food Service	\$ 672,669.08	\$ -	\$ 80,494.34	\$ 21,734.73	\$ -	\$ 731,428.69
Aug-21	143-Food Service	\$ 731,428.69	\$ -	\$ 87,913.46	\$ 80,305.32	\$ -	\$ 739,036.83
Sep-21	143-Food Service	\$ 739,036.83	\$ -	\$ 4,269.97	\$ 129,325.67	\$ -	\$ 613,981.13
Oct-21	143-Food Service	\$ 613,981.13	\$ -	\$ 321,369.19	\$ 179,085.06	\$ -	\$ 756,265.26
Nov-21	143-Food Service	\$ 756,265.26	\$ (67.65)	\$ 15,469.23	\$ 167,650.38	\$ -	\$ 604,016.46
Dec-21	143-Food Service	\$ 604,016.46	\$ (45.25)	\$ 412,104.74	\$ 154,074.02	\$ -	\$ 862,001.93
Jan-22	143-Food Service	\$ 862,001.93	\$ (82.92)	\$ 150,728.13	\$ 104,733.13	\$ -	\$ 907,914.01
Feb-22	143-Food Service	\$ 907,914.01	\$ (82.92)	\$ 173,428.79	\$ 138,319.06	\$ 18.31	\$ 942,922.51

2021-2022		Commission					
145 - Virtual School	Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance
Mar-21	145- TNVA	\$ 867,654.59	\$ -	\$ 860,476.00	\$ 860,476.00	\$ -	\$ 867,654.59
Apr-21	145- TNVA	\$ 867,654.59	\$ -	\$ 3,507,328.00	\$ 3,398,926.00	\$ -	\$ 976,056.59
May-21	145- TNVA	\$ 976,056.59	\$ -	\$ 48.29	\$ 926,852.00	\$ -	\$ 49,252.88
Jun-21	145- TNVA	\$ 49,252.88	\$ -	\$ 4,592,244.19	\$ 926,852.00	\$ -	\$ 3,714,645.07
Jul-21	145- TNVA	\$ 3,714,645.07	\$ -	\$ -	\$ 1,209,873.94	\$ -	\$ 2,504,771.13
Aug-21	145- TNVA	\$ 2,504,771.13	\$ -	\$ 1,537,397.00	\$ 2,504,771.14	\$ -	\$ 1,537,396.99
Sep-21	145- TNVA	\$ 1,537,396.99	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 1,668,288.99
Oct-21	145- TNVA	\$ 1,668,288.99	\$ -	\$ 1,541,856.24	\$ 1,422,473.01	\$ -	\$ 1,787,672.22
Nov-21	145- TNVA	\$ 1,787,672.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 1,918,564.22
Dec-21	145- TNVA	\$ 1,918,564.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 2,049,456.22
Jan-22	145- TNVA	\$ 2,049,456.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 2,180,348.22
Feb-22	145- TNVA	\$ 2,180,348.22	\$ -	\$ 1,537,397.00	\$ 1,407,309.08	\$ -	\$ 2,310,436.14

**DIRECTOR OF FINANCE
MONTHLY REPORT**

2021-2022	177-Education Capital Projects	Commission						
		Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Mar-21	177-ED CAP Pro	\$ 5,295,525.16	\$ -	\$ -	\$ 25,552.47	\$ -	\$ 5,269,972.69	
Apr-21	177-ED CAP Pro	\$ 5,269,972.69	\$ -	\$ -	\$ 27,357.10	\$ -	\$ 5,242,615.59	
May-21	177-ED CAP Pro	\$ 5,242,615.59	\$ -	\$ -	\$ 35,321.32	\$ -	\$ 5,207,294.27	
Jun-21	177-ED CAP Pro	\$ 5,207,294.27	\$ -	\$ 2,331,808.57	\$ 19,438.61	\$ -	\$ 7,519,664.23	
Jul-21	177-ED CAP Pro	\$ 7,519,664.23	\$ -	\$ -	\$ 141,220.00	\$ -	\$ 7,378,444.23	
Aug-21	177-ED CAP Pro	\$ 7,378,444.23	\$ -	\$ -	\$ 302,052.25	\$ -	\$ 7,076,391.98	
Sep-21	177-ED CAP Pro	\$ 7,076,391.98	\$ -	\$ -	\$ 95,943.00	\$ -	\$ 6,980,448.98	
Oct-21	177-ED CAP Pro	\$ 6,980,448.98	\$ -	\$ -	\$ 76,847.00	\$ -	\$ 6,903,601.98	
Nov-21	177-ED CAP Pro	\$ 6,903,601.98	\$ -	\$ -	\$ 50,468.00	\$ -	\$ 6,853,133.98	
Dec-21	177-ED CAP Pro	\$ 6,853,133.98	\$ -	\$ -	\$ 7,810.00	\$ -	\$ 6,845,323.98	
Jan-22	177-ED CAP Pro	\$ 6,845,323.98	\$ -	\$ -	\$ 130,182.50	\$ -	\$ 6,715,141.48	
Feb-22	177-ED CAP Pro	\$ 6,715,141.48	\$ -	\$ -	\$ 10,237.51	\$ -	\$ 6,704,903.97	

UNION COUNTY GOVERNMENT REVENUE REPORT FOR MONTH ENDING FEBRUARY 2022												
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YTD TOTAL	BUDGET	PRCT
FUND 101-GENERAL FUND												
40000	LOCAL TAXES	(10,459)	(127,298)	(371,674)	(486,169)	(320,644)	(1,148,012)	(452,073)	(1,143,503)	(4,059,832)	4,724,403	-86%
41000	LICENSES AND PERMITS	(5,750)	(4,075)	(8,850)	(8,400)	(5,938)	(5,525)	(8,250)	(54,583)	(101,371)	120,152	-84%
42000	FINES, FORFEITURES, AND PENALTIES	6,676	(8,794)	(11,264)	(6,274)	(6,032)	(5,316)	(4,624)	(6,306)	(41,934)	56,444	-74%
43000	CHARGES FOR CURRENT SERVICES	(19,251)	5,601	(9,350)	(9,749)	(8,798)	(10,417)	(10,460)	(72,774)	(135,198)	655,325	-21%
44000	OTHER LOCAL REVENUES	(5,782)	(9,067)	(5,570)	(5,950)	(5,074)	(7,172)	(5,076)	(9,285)	(52,977)	59,157	-90%
45000	FEES RECEIVED FROM COUNTY OFFICIALS	(32,071)	(46,261)	(29,584)	(86,817)	(54,484)	(138,151)	(55,812)	(88,079)	(531,259)	751,947	-71%
46000	STATE OF TENNESSEE	16,122	(43,318)	(16,502)	(29,269)	(320,139)	(41,491)	(328,782)	(49,393)	(812,773)	1,629,091	-50%
47000	FEDERAL GOVERNMENTS	8,624	(8,216)	-	(6,509)	-	(36,196)	-	(8,695)	(50,993)	96,965	-53%
49000	OTHER SOURCES	-	(8,528)	-	-	-	-	-	-	(8,528)	8,528	-100%
TOTAL GOVERNMENT		(41,893)	(249,956)	(452,794)	(639,138)	(721,108)	(1,392,280)	(865,077)	(1,432,619)	(5,794,865)	8,102,013	-72%
FUND 118-AMBULANCE SERVICE												
40000	LOCAL TAXES	(643)	(1,679)	(35,110)	(49,632)	(30,626)	(144,739)	(48,367)	(143,838)	(454,633)	464,932	-98%
43000	CHARGES FOR CURRENT SERVICES	11,997	(112,148)	(93,301)	(76,266)	(143,497)	(73,471)	(71,251)	(79,271)	(637,209)	1,224,000	-52%
44000	OTHER LOCAL REVENUES	-	-	-	(34)	(1,672)	-	-	-	(1,706)	-	0%
47000	FEDERAL GOVERNMENTS	-	-	-	-	-	-	-	-	-	-	0%
49000	OTHER SOURCES	-	(1,131)	1130.55	-	-	0	0	(50,195)	(50,195)	1,131	0%
TOTAL AMBULANCE SERVICE		11,354	(114,957)	(127,281)	(125,932)	(175,795)	(218,210)	(119,618)	(273,304)	(1,143,743)	1,690,063	-68%
FUND 131-HIGHWAY FUND												
40000	LOCAL TAXES	(429)	(1,120)	(23,424)	(54,359)	(20,432)	(96,513)	(54,505)	(95,964)	(346,745)	397,354	-87%
43000	CHARGES FOR CURRENT SERVICES	-	-	-	-	-	(387)	-	-	(387)	-	-
44000	OTHER LOCAL REVENUES	(1,235)	(3,438)	(2,435)	(2,288)	(2,019)	(2,840)	(1,818)	(1,458)	(17,531)	18,756	-93%
46000	STATE OF TENNESSEE	-	(299,285)	(176,278)	(182,241)	(173,262)	(170,852)	(170,863)	(174,647)	(1,349,428)	2,796,494	-48%
49000	OTHER SOURCES	-	-	-	-	-	-	-	-	-	-	0%
TOTAL HIGHWAY FUND		(1,664)	(303,843)	(202,138)	(238,888)	(197,713)	(270,592)	(227,186)	(272,069)	(1,714,092)	3,212,604	-53%

UNION COUNTY BOARD OF EDUCATION												
REVENUE REPORT												
FOR MONTH ENDING FEBRUARY 2022												
										YTD		
FUND 141-GENERAL PURPOSE SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	(3,774)	(162,911)	(338,470)	(409,519)	(304,890)	(900,657)	(407,059)	(925,308)	(3,452,587)	3,776,612	-91%	
41000 LICENSES AND PERMITS	-	(76)	(162)	(216)	(187)	(133)	(105)	(57)	(935)	1,188	-79%	
43000 CHARGES FOR CURRENT SERVICES	-	-	-	-	(2,730)	-	(2,070)	-	(4,800)	1,158,627	0%	
44000 OTHER LOCAL REVENUES	(117)	(294)	(18,171)	(969)	146,163	183	(2,900)	(183)	123,711	2,941	4206%	
46000 STATE OF TENNESSEE	(1,088)	(2,180,506)	(2,223,850)	(2,228,816)	(2,254,134)	(2,223,293)	(2,248,910)	(2,221,795)	(15,582,392)	22,838,032	-68%	
47000 FEDERAL GOVERNMENTS	6,011	(18,697)	(11,261)	(11,030)	(134,930)	(23,932)	(223,768)	(17,984)	(435,592)	296,652	-147%	
49000 TRANSFERS IN	-	-	-	-	(88,000)	-	-	-	(88,000)	(115,000)	77%	
TOTAL GENERAL PURPOSE SCHOOLS	1,032	(2,362,484)	(2,591,915)	(2,650,548)	(2,638,708)	(3,147,832)	(2,884,813)	(3,165,327)	(19,440,594)	27,959,052	-70%	
FUND 143-FOOD SERVICE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	BUDGET	PRCT	
43000 CHARGES FOR CURRENT SERVICES	-	(10,556)	(4,270)	(9,022)	(15,453)	(9,321)	(6,170)	(11,780)	(66,572)	116,103	-57%	
44000 OTHER LOCAL REVENUES	-	-	-	-	(16)	-	(295)	-	(311)	3,291	-9%	
46000 STATE OF TENNESSEE	-	-	-	-	-	-	-	-	-	16,274	0%	
47000 FEDERAL GOVERNMENTS	-	(77,244)	-	(312,347)	-	(402,784)	(144,263)	(161,564)	(1,098,201)	1,844,425	-60%	
TOTAL FOOD SERVICE	-	(87,800)	(4,270)	(321,369)	(15,469)	(412,105)	(150,728)	(173,343)	(1,165,084)	1,980,093	-59%	

UNION COUNTY GOVERNMENT																				
EXPENDITURE REPORT																				
FOR MONTH ENDING FEBRUARY 2022																				
MAJOR FUNCTIONS										YTD										
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	BUDGET	PRCT									
51300 MAYOR	13,191	13,483	20,400	13,729	13,826	13,903	14,222	14,415	117,168	192,683	61%									
51500 ELECTION COMMISSION	35,615	(4,360)	14,156	10,432	10,860	10,481	9,110	11,741	98,035	176,362	56%									
51600 REGISTER OF DEEDS	12,060	11,772	16,128	11,221	11,059	10,538	10,409	15,037	98,225	193,416	51%									
51800 COUNTY BUILDINGS	140,622	16,858	28,020	19,115	22,952	24,400	21,465	21,703	295,135	406,178	73%									
51900 GENERAL ADMINISTRATIVE	6,370	8,305	2,295	4,738	1,872	5,284	2,641	2,299	33,804	52,280	65%									
52100 ACCOUNTING & BUDGET	18,271	47,274	33,861	23,360	24,459	23,838	23,568	26,116	220,747	390,745	56%									
52300 PROPERTY ASSESSOR	13,040	21,097	25,825	16,132	16,491	16,191	15,902	21,983	146,660	251,861	58%									
52400 TRUSTEE	15,151	28,298	29,508	17,360	18,020	17,044	20,274	21,501	167,156	259,361	64%									
52500 COUNTY CLERK	27,195	31,038	39,808	25,079	36,459	27,495	26,386	27,773	241,233	406,823	59%									
53100 CIRCUIT COURT	38,008	21,123	30,310	21,817	23,780	19,852	21,387	20,772	197,048	314,361	63%									
53300 SESSIONS COURT	11,454	12,065	16,403	9,357	9,415	9,379	9,357	9,503	86,932	161,561	54%									
53400 CHANCERY	11,835	13,258	30,152	13,524	13,190	17,049	12,986	14,146	126,141	204,457	62%									
54110 SHERIFF	81,849	131,035	177,344	103,372	151,575	130,007	109,105	121,663	1,005,949	1,792,587	56%									
54120 SPECIAL PATROLS	22,555	26,301	53,754	26,627	31,988	30,666	32,542	33,730	258,164	445,242	58%									
54210 JAIL	69,754	75,408	140,654	70,170	74,548	86,152	89,199	93,303	699,187	1,392,368	50%									
54240 JUVENILE SERVICES	4,973	6,974	10,436	7,245	7,221	7,296	6,877	6,919	57,941	104,263	56%									
54610 MEDICAL EXAMINER	3,700	1,850	1,850	-	3,700	-	-	1,850	12,950	42,000	31%									
55110 HEALTH CENTER	14,785	2,330	2,620	2,865	3,021	3,248	3,168	3,137	35,174	80,634	44%									
55732 CONVENIENCE CENTER	14,000	14,000	20,483	14,000	14,000	14,000	14,000	14,000	118,483	174,000	68%									
56300 SENIOR CENTER	5,696	8,244	10,297	6,082	6,684	8,460	7,733	15,439	68,635	115,806	59%									
56500 LIBRARY	10,789	14,296	17,406	12,483	14,166	17,205	14,416	14,006	114,767	220,088	52%									
TOTAL MAJOR FUNCTIONS	570,915	500,650	721,708	428,707	509,286	492,487	464,746	511,036	4,199,535	7,377,076	57%									
TOTAL NON-MAJOR FUNCTIONS	144,963	148,400	49,932	33,875	70,360	52,613	52,318	26,129	578,590	1,158,489	50%									
TOTAL GOVERNMENT	715,878	649,050	771,640	462,582	579,646	545,100	517,064	537,165	4,778,125	8,535,564	56%									
OTHER FUNDS										JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YTD TOTAL	BUDGET	PRCT
FUND 118-AMBULANCE SERVICE	123,752	120,841	117,218	111,287	116,018	150,393	93,208	101,620	934,337	1,636,461	57%									
FUND 122-DRUG FUND	5,006	12,189	2,921	5,157	2,144	2,154	182	4,952	34,704	74,287	47%									

UNION COUNTY GOVERNMENT												
EXPENDITURE REPORT												
FOR MONTH ENDING FEBRUARY 2022												
MINOR FUNCTIONS										YTD	BUDGET	PRCT
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL			
51100 COUNTY COMMISSION	5,061	5,061	5,061	5,061	4,745	4,745	4,745	5,377	39,855	70,333	57%	
51210 EQUALIZATION BOARD	-	-	-	-	-	-	-	-	-	800	0%	
51220 BEER BOARD	-	-	-	-	29	-	-	-	29	1,500	2%	
51400 COUNTY ATTORNEY	930	-	1,861	-	938	930	938	-	6,534	13,628	48%	
51710 PLANNING COMMISSION	513	-	1,511	377	917	1,564	-	1,024	5,906	12,939	46%	
52900 TRUSTEE COMMISSION	7,414	2,223	6,936	9,401	8,926	23,033	11,422	-	69,356	117,000	59%	
53930 VICTIMS ASSESSMENT	-	2,280	150	-	3,059	-	3,393	-	8,881	20,110	44%	
54310 FIRE PREVENTION	47,000	-	-	-	10,000	-	-	-	57,000	84,000	68%	
54420 RESCUE SQUAD	-	15,902	-	-	-	-	-	-	15,902	22,000	72%	
54490 OTHER EMERGENCY MGMT	-	-	-	-	-	-	-	-	-	152,416	0%	
55190 OTHER LOCAL HEALTH	11,344	10,755	11,078	7,497	8,665	5,234	4,624	3,515	62,712	171,900	36%	
55390 APPROPRIATION TO STATE	-	-	-	-	-	-	-	-	-	23,500	0%	
55710 SANITATION MGMT	1,270	1,270	1,270	1,280	1,280	885	1,083	285	8,622	15,000	57%	
56700 PARKS AND FAIR BOARDS	8,016	554	508	675	472	1,494	384	1,128	13,231	30,000	44%	
57100 AGRICULTURE EXTENSION	939	440	1,792	643	11,011	1,692	11,113	545	28,175	81,391	35%	
57300 FOREST SERVICE	-	-	-	-	500	-	-	-	500	500	100%	
57500 SOIL CONSERVATION	3,221	4,191	7,026	4,530	4,242	4,247	4,317	4,309	36,084	63,969	56%	
58300 VETERAN'S SERVICES	1,826	1,266	2,060	1,671	1,506	1,468	1,478	1,925	13,201	20,116	66%	
58400 OTHER CHARGES-NONPROFIT	5,000	101,272	5,722	-	9,000	1,500	5,000	-	127,494	147,994	86%	
58600 EMPLOYEE BENEFITS	50,536	-	-	-	-	-	-	-	50,536	53,290	95%	
58801 COVID 19 GRANT #1	-	-	-	-	1,403	2,213	552	-	4,168	4,221	99%	
58900 MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-	0%	
64000 LITTER AND TRASH COLLECT	1,891	3,187	4,958	2,741	3,667	3,606	3,270	7,084	30,404	51,882	59%	
99100 TRANSFERS OUT	-	-	-	-	-	-	-	-	-	-	0%	
TOTAL	144,963	148,400	49,932	33,875	70,360	52,613	52,318	26,129	578,590	1,158,489	50%	
OTHER FUNDS										YTD	BUDGET	PRCT
FUND 131-HIGHWAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL			
FUND 131-HIGHWAY	129,669	150,195	318,682	119,313	101,908	102,999	95,036	84,413	1,102,215	3,212,604	34%	
FUND 151-DEBT SERVICE	47,378	47,352	41,505	37,173	47,679	48,970	47,834	46,865	364,756	965,687	38%	
FUND 171-COUNTY GENERAL CAPITAL PROJECTS	9,634	56,582	68,862	14,007	12,563	54,620	24,432	53,501	294,201	1,380,743	21%	
FUND 172-COMMUNITY DEVELOPMENT/INDUSTRIAL PARK	4,045	5,087	250	-	-	-	-	-	9,381	10,204	92%	

UNION COUNTY SCHOOLS											
EXPENDITURE REPORT											
FOR MONTH ENDING FEBRUARY 2022											
FUND 141-GP SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	BUDGET	PRCT
71100-REGULAR INSTRUCTION	58,851	904,014	1,049,785	1,034,117	923,039	919,466	920,929	996,566	6,806,767	12,497,303	54%
71200-SPECIAL EDUC PROG	6,290	159,971	155,778	170,760	162,385	137,635	148,451	147,540	1,088,810	2,102,406	52%
71300-VOCATIONAL ED	23,220	89,701	92,623	93,069	72,260	89,054	88,122	88,850	636,900	1,161,738	55%
72110-ATTENDANCE	7,671	8,681	9,087	10,756	(26,300)	45	(9,116)	48	871	115,055	1%
72120-HEALTH SERVICES	8,811	8,860	10,465	15,885	27,721	13,960	14,539	13,695	113,937	436,373	26%
72130-GUIDANCE	6,762	12,629	11,584	38,477	(25,072)	2,699	2,923	64,735	114,737	817,729	14%
72210-REGULAR ED SUPPORT	47,155	65,558	60,051	56,633	66,031	63,723	70,432	56,385	485,967	827,241	59%
72220-SPECIAL ED SUPPORT	22,346	46,105	51,785	58,403	72,183	46,406	65,731	48,722	411,682	767,478	54%
72230-VOCATION SUPPORT	10,827	11,763	11,856	13,124	13,911	12,265	12,140	11,851	97,736	151,168	65%
72250-TECHNOLOGY	48,208	34,053	52,861	86,373	51,818	43,492	49,629	38,547	404,982	622,851	65%
72310-BOARD OF EDUCATION	272,923	13,270	22,360	21,360	3,875	27,832	20,336	7,509	389,464	567,766	69%
72320-DIRECTOR OF SCHOOLS	12,642	12,507	12,615	15,675	12,567	15,017	12,902	13,287	107,211	158,451	68%
72410-PRINCIPALS	33,136	154,037	156,890	174,235	163,905	160,905	156,907	156,696	1,156,711	1,952,020	59%
72510-FISCAL SERVICES	(400)	(400)	2,000	(1,200)	-	-	-	-	-	239,208	0%
72610-OPERATION OF PLANT	270,882	135,409	153,160	171,269	136,756	151,609	154,771	180,830	1,354,687	2,045,945	66%
72620-MAINTENANCE OF PLANT	33,061	43,967	48,559	49,346	37,202	23,028	26,781	24,657	286,600	415,741	69%
72710-TRANSPORTATION	73,231	82,850	94,551	88,893	96,314	84,990	88,523	80,567	689,919	1,150,329	60%
73100-FOOD SERVICE	-	-	-	-	-	-	-	-	-	-	0%
73300-COMMUNITY SERVICES	5,210	11,389	11,405	12,146	11,405	11,434	11,463	11,462	85,912	178,315	48%
73400-EARLY CHILDHOOD ED	867	26,667	38,381	36,186	26,730	33,252	26,726	31,367	220,175	443,459	50%
82330-DEBT SERVICE	-	-	-	-	-	-	-	283,100	283,100	283,100	100%
99100-TRANSFERS OUT	-	-	300,000	400,000	-	-	-	-	700,000	700,000	0%
TOTAL FUND 141	941,692	1,821,032	2,345,796	2,545,508	1,826,730	1,836,810	1,862,189	2,256,412	15,436,169	27,633,677	56%



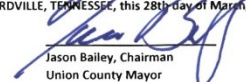
UNION COUNTY SCHOOLS											
EXPENDITURE REPORT											
FOR MONTH ENDING FEBRUARY 2022											
									YTD		
FUND 142-FEDERAL FUNDS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL	BUDGET	PRCT
011-CONSOLIDATED ADMIN	12,006	13,586	13,382	15,927	14,980	15,637	13,507	13,405	112,429	189,959	59%
101-TITLE I	14,385	54,648	54,826	108,451	58,057	59,058	87,200	63,381	500,006	1,035,321	48%
201-TITLE II	9,683	11,249	10,627	16,769	11,564	12,572	13,963	9,841	96,270	192,958	50%
301-TITLE III	-	-	287	-	324	609	2,840	-	4,059	51,428	8%
401-TITLE IV	-	2,033	2,196	2,115	13,642	6,209	2,647	3,092	31,934	87,899	36%
501-TITLE V	12	5,359	5,279	11,615	8,709	6,077	9,904	5,877	52,833	167,503	32%
701-ARP HOMELESS 2.0	-	-	-	-	-	561	469	494	1,524	28,468	5%
801-CARL PERKINS	8,030	12,030	-	1,300	964	6,085	232	7,359	36,001	67,537	53%
901-IDEA	30,493	78,898	81,086	86,687	85,115	81,674	97,535	102,102	643,589	1,427,811	45%
902-ARP IDEA PART B	-	-	4,087	6,023	14,423	6,080	14,545	6,087	51,246	285,089	18%
911-IDEA PRESCHOOL	4	1,603	1,099	2,015	986	2,589	3,863	3,014	15,172	53,428	28%
912-ARP IDEA PRESCHOOL	-	-	-	-	-	5,530	-	-	5,530	19,007	0%
931-ESSER	12,152	(12,152)	-	4,020	-	-	-	6,838	10,858	10,864	100%
932-CARES Act LEA Reopening	-	-	-	-	-	-	-	-	-	699	0%
934-ESSER 2.0	55,829	111,061	532,599	83,314	(22,995)	45,652	38,704	595,696	1,439,860	3,473,222	41%
935-ESSER 3.0	-	16,210	52,640	28,355	291,572	95,103	97,296	160,974	742,150	7,923,594	9%
936-ESSER Planning Grant	-	-	7,197	7,178	3,588	3,588	3,598	3,598	28,748	150,000	19%
938-TN All Corps Grant	-	-	-	-	-	-	-	-	-	297,500	0%
939-Best for All	-	-	-	-	-	-	-	-	-	200,000	0%
940-Epidemiology & Laboratory Capacity (ELC)	-	69,021	196,558	68,805	101,003	56,813	95,964	69,509	657,672	1,263,168	52%
950-Participant Literacy Network Grant (HQIM)	-	-	-	-	13,832	-	-	-	13,832	83,000	17%
951-LITERACY NETWORK GRANT	-	-	-	-	-	-	-	-	-	40,000	0%
952-LITERACY TRAINING TEACHER STIPEND	-	-	-	88,000	-	-	-	-	88,000	115,000	77%
TOTAL FUND 142	142,594	363,546	961,862	530,573	595,765	403,839	482,266	1,051,267	4,531,712	17,163,455	26%
FUND 143-CENTRAL CAFETERIA	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YTD TOTAL	BUDGET	PRCT
73100-FOOD SERVICE	15,154	113,526	119,692	161,298	177,487	159,293	137,419	137,469	1,021,339	2,035,524	50%
FUND 145-OTHER ED-TNVA	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YTD TOTAL	BUDGET	PRCT
VIRTUAL ACADEMY	1,203,532	-	1,406,505	218,941	1,406,505	1,406,505	1,407,309	1,408,862	8,458,159	15,435,932	55%
FUND 177-CAPITAL PROJECTS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YTD TOTAL	BUDGET	PRCT
EDUCATION CAPITAL PROJECTS	92,559	209,495	95,943	71,897	57,778	124,160	6,023	12,638	670,492	1,614,613	42%

b. Budget Amendments & Transfers

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee March 15, 2022
FUND 101-GENERAL FUND

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
52500	335		County Clerk	Maintenance And Repair Services-Buildings	\$ 2,200.00	\$ (1,000.00)		\$ 1,200.00
52500	320		County Clerk	Dues And Memberships	\$ 2,420.00		\$ 1,000.00	\$ 3,420.00
52100	210		Accounting	Unemployment Compensation	\$ 252.00		\$ 84.00	\$ 336.00
52100	317		Accounting	Data Processing Services	\$ 25,728.00		\$ 282.00	\$ 26,010.00
52100	719		Accounting	Office Equipment	\$ 1,500.00		\$ 500.00	\$ 2,000.00
52100	355		Accounting	Travel	\$ 1,200.00	\$ (866.00)		\$ 334.00
56700	335		Parks And Fair	Maintenance And Repair Services-Buildings	\$ 4,500.00	\$ (200.00)		\$ 4,300.00
56700	336		Parks And Fair	Maintenance And Repair Services-Equipment	\$ 1,000.00		\$ 200.00	\$ 1,200.00
51900	348		General Admin	Postal Charges	\$ 20,000.00	\$ (200.00)		\$ 19,800.00
51900	317		General Admin	Data Processing Services	\$ 4,250.00		\$ 200.00	\$ 4,450.00
54110	335		Sheriff	Maintenance And Repair Services-Buildings	\$ 2,150.00	\$ (505.00)		\$ 1,645.00
54110	336		Sheriff	Maintenance And Repair Services-Equipment	\$ 2,150.00	\$ (2,150.00)		\$
54110	328		Sheriff	Janitorial Services	\$ 1,700.00	\$ (1,700.00)		\$
54110	453		Sheriff	Vehicle Parts	\$ 35,500.00	\$ (2,000.00)		\$ 33,500.00
54110	356		Sheriff	Tuition	\$ 26,500.00		\$ 6,355.00	\$ 32,855.00
54110	453		Sheriff	Vehicle Parts	\$ 35,500.00	\$ (3,000.00)		\$ 32,500.00
54110	451		Sheriff	Uniforms	\$ 17,000.00		\$ 3,000.00	\$ 20,000.00
54110	431		Sheriff	Law Enforcement Supplies	\$ 36,500.00	\$ (1,000.00)		\$ 35,500.00
54110	322		Sheriff	Evaluation And Testing	\$ 1,500.00		\$ 1,000.00	\$ 2,500.00
52400	349		Trustee	Printing, Stationery And Forms	\$ 8,500.00	\$ (1,000.00)		\$ 7,500.00
52400	332		Trustee	Legal Notices, Recording And Court Costs	\$ 2,000.00		\$ 1,000.00	\$ 3,000.00
56300	429	TCAD	Senior Assistance	Instructional Supplies And Materials	\$ -		\$ 2,000.00	\$ 2,000.00
56300	790	TCAD	Senior Assistance	Other Equipment	\$ -		\$ 3,000.00	\$ 3,000.00
52500	348		County Clerk	Postal Charges	\$ 8,000.00		\$ 5,000.00	\$ 13,000.00
52500	355		County Clerk	Travel	\$ 2,900.00		\$ 2,500.00	\$ 5,400.00
52500	367		County Clerk	Maintenance And Repair Services- Records	\$ 18,000.00	\$ (7,500.00)		\$ 10,500.00
51500	207		Election Commission	Medical Insurance	\$ 20.00		\$ 7,278.00	\$ 7,298.00
51800	207		County Buildings	Medical Insurance	\$ 8,844.00		\$ 45.00	\$ 8,889.00
52300	207		Assessor	Medical Insurance	\$ 14,005.00		\$ 38.00	\$ 14,043.00
52500	207		County Clerk	Medical Insurance	\$ 17,292.00		\$ 3,568.00	\$ 20,860.00
53100	207		Circuit Court	Medical Insurance	\$ 21,806.00		\$ 40.00	\$ 21,846.00
53300	207		General Sessions Court	Medical Insurance	\$ 5,174.00	\$ (3,000.00)		\$ 2,174.00
54110	207		Sheriff	Medical Insurance	\$ 106,590.00	\$ (5,000.00)		\$ 101,590.00
54120	207		Special Patrols	Medical Insurance	\$ 40,682.00	\$ (969.00)		\$ 39,713.00
54210	207		Jail	Medical Insurance	\$ 58,291.00	\$ (2,000.00)		\$ 56,291.00
51500	210		Election Commission	Unemployment Compensation	\$ 84.00		\$ 42.00	\$ 126.00
51500	336		Election Commission	Maintenance And Repair Services-Equipment	\$ 2,051.00		\$ 120.00	\$ 2,171.00
51500	320		Election Commission	Dues And Memberships	\$ 600.00	\$ (162.00)		\$ 438.00
						\$ (32,252.00)	\$ 37,252.00	
							\$ 5,000.00	NET CHANGE
46980		TCAD		Other State Grants	\$ (5,000.00)			TCAD Grant
44570				Contributions & Gifts	\$ (5,128.66)			Arts Council
34735				Assigned For Social, Cultural, Rec Ser	\$ 5,128.66			\$ (5,000.00)

This budget amendment is to move funds to needed lines within the elected official's budget. To enter the
 Commission on Aging and Disability Grant into the FY22 senior center budget. To move restricted funds into the County Clerk's Budget for needed
 expenses. To enter donation from the arts council into an assigned line for a musical monument at the Heritage Park site.
 ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 28th day of March, 2022

Voting Aye 15
 Voting Nay 0
 Pass 0
 Abstain 0

Page 1 of 6

A Motion was made by Gary England and Seconded by Sidney Jessee, Jr. to approve the Budget Amendment Request for Fund 101-General Fund as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Road Commission March 7, 2022
To be submitted to Budget Committee March 15, 2022
FUND 131-HIGHWAY FUND

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
61000	101		County Official/Administrative Officer	\$ 84,336.00		\$ 1,774.00	\$ 86,110.00
62000	144		Equipment Operators-Heavy	\$ 61,656.00		\$ 41,884.00	\$ 103,540.00
62000	145		Equipment Operators-Light	\$ 238,092.00	\$ (28,466.00)		\$ 209,626.00
62000	147		Truck Drivers	\$ 59,348.00	\$ (12,844.00)		\$ 46,504.00
62000	149		Laborers	\$ 28,433.00	\$ (23,658.84)		\$ 4,774.16
62000	404		Asphalt-Hot Mix	\$ 868,595.00		\$ 100,000.00	\$ 968,595.00
62000	440		Pipe-Metal	\$ 15,000.00		\$ 7,000.00	\$ 22,000.00
63100	417		Equipment Parts-Light	\$ 32,000.00		\$ 10,000.00	\$ 42,000.00
65000	454		Water And Sewer	\$ 800.00		\$ 5,000.00	\$ 5,800.00
65000	511		Vehicle And Equipment Insurance	\$ 28,800.00		\$ 447.00	\$ 29,247.00
63300	144		Equipment Operators-Heavy	\$ 61,902.00	\$ (18,347.00)		\$ 43,555.00
68000	714		Highway Equipment	\$ 155,000.00	\$ (82,789.16)		\$ 72,210.84
					\$ (166,105.00)	\$ 166,105.00	

\$ - NET CHANGE

\$ -
This request is to transfer funds within the elected officials budget.

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Budget Committee March 15, 2022
FUND 171-GENERAL CAPITAL PROJECTS FUND

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
91140	729		Transportation Equipment	\$ 170,000.00		\$ 169,785.00	\$ 339,785.00
					\$ -	\$ 169,785.00	

\$ 169,785.00 NET CHANGE

49700			Insurance Recovery	\$ (101,785.00)			
44530			Sale Of Equipment	\$ (68,000.00)			

This request is to budget insurance recovery from ambulance accident and Gov Deals sale of out of service ambulance to purchase new



ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 7th day of March, 2022

Pam Ailor
Attest:
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	15
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **R.L. Jones** and **Seconded** by **Dawn Flatford** to approve the Budget Amendment Request for Fund 131-Highway Fund as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

A **Motion** was made by **Larry Lay** and **Seconded** by **Debra Keck** to approve the Budget Amendment Request for Fund 171-General Capital Projects Fund as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education March 10, 2022
To be submitted to Budget Committee March 15, 2022
FUND 141-General Purpose Schools

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	336	BAND	Maintenance And Repair Services-Equipment	\$ 3,000.00		\$ 809.00	\$ 3,809.00
71100	429	BAND	Instructional Supplies And Materials	\$ 3,500.00	\$ (809.00)		\$ 2,691.00
71100	312	BAND	Contracts With Private Agencies	\$ 1,500.00	\$ (1,500.00)		\$ -
71100	722	BAND	Regular Instruction Equipment	\$ 11,000.00		\$ 1,500.00	\$ 12,500.00
72250	471		Software	\$ 97,000.00	\$ (1,000.00)		\$ 96,000.00
72250	310		Contracts With Other Public Agencies	\$ 15,000.00		\$ 1,000.00	\$ 16,000.00
72620	336		Maintenance And Repair Services-Equipment	\$ 92,514.00	\$ (9,200.00)		\$ 83,314.00
72610	410		Custodial Supplies	\$ 65,149.00		\$ 9,200.00	\$ 74,349.00
72210	422		Food Supplies	\$ 5,000.00		\$ 500.00	\$ 5,500.00
72210	435		Office Supplies	\$ 15,000.00	\$ (500.00)		\$ 14,500.00
72210	399	MARIJ	Other Contracted Services	\$ -		\$ 39,000.00	\$ 39,000.00
72210	499	MARIJ	Other Supplies And Materials	\$ -		\$ 6,350.00	\$ 6,350.00
72210	355	MARIJ	Travel	\$ -		\$ 2,000.00	\$ 2,000.00
72210	432	MARIJ	Library Books/Media	\$ -		\$ 6,000.00	\$ 6,000.00
72130	309	SRO	Contracts With Government Agencies	\$ 132,610.00	\$ (76,740.00)		\$ 55,870.00
72130	524	SRO	Staff Development	\$ -		\$ 2,690.00	\$ 2,690.00
72210	499	SRO	Other Supplies And Materials	\$ -		\$ 1,050.00	\$ 1,050.00
72620	701	SRO	Administration Equipment	\$ 6,000.00		\$ 73,000.00	\$ 79,000.00
71200	336		Maintenance And Repair Services-Equipment	\$ 6,500.00		\$ 1,000.00	\$ 7,500.00
71200	370		Cntrcts For Sub Tchrs - Non-Certified	\$ 25,000.00		\$ 10,000.00	\$ 35,000.00
71200	429		Instructional Supplies And Materials	\$ 20,000.00		\$ 5,000.00	\$ 25,000.00
71200	499		Other Supplies And Materials	\$ 15,000.00		\$ 5,000.00	\$ 20,000.00
72220	499		Other Supplies And Materials	\$ 28,000.00		\$ 10,000.00	\$ 38,000.00
72220	599		Other Charges	\$ -		\$ 5,718.00	\$ 5,718.00
71200	116		Teachers	\$ 1,078,485.00	\$ (26,718.00)		\$ 1,051,767.00
72220	524		Staff Development	\$ 26,000.00	\$ (10,000.00)		\$ 16,000.00
					\$ (126,467.00)	\$ 179,817.00	
						\$ 53,350.00	NET CHANGE
						\$ (53,350.00)	
47590		MARIJ	Other Federal Through State	\$ (53,350.00)			

This budget amendment request is to move funds within the allotted budget for needed lines, to enter the marijuana prevention grant to the FY22 budget and to reallocate funds within the Safe Schools Grant ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 28th day of March, 2022



Attest:
Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	15
Voting Nay	0
Pass	0
Abstain	0

A Motion was made by Gary England and Seconded by R.L. Jones to Approve the Budget Amendment Request for Fund 141-General Purpose Schools as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education March 10, 2022

To be submitted to Budget Committee March 15, 2022

FUND 142-Federal Programs-Sub Fund 101-Improving the Academic Achievement of the Disadvantaged

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget	
71100	722		Regular Instruction Equipment	\$ 105,766.71		\$ 11,028.93	\$ 116,795.64	
72210	524		Staff Development	\$ 37,646.78	\$ (11,028.93)		\$ 26,617.85	
					\$ (11,028.93)	\$ 11,028.93		
							\$ -	NET CHANGE

This transfer request is to move funds to necessary lines within the budget for needed equipment

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education March 10, 2022

To be submitted to Budget Committee March 15, 2022

FUND 142-Federal Programs-Sub Fund 201- Preparing, Training, and Recruiting High Quality Teachers and Principals

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget	
72210	599		Other Charges	\$ 15,000.00	\$ (4,500.00)		\$ 10,500.00	
72210	790		Other Equipment	\$ 5,000.00		\$ 4,500.00	\$ 9,500.00	
					\$ (4,500.00)	\$ 4,500.00		
							\$ -	NET CHANGE

This transfer request is to move funds to necessary lines within the budget for needed equipment

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education March 10, 2022

To be submitted to Budget Committee March 15, 2022

FUND 142-Federal Programs-Sub Fund 501- Rural and Low Income School Program

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget	
71100	369		Cntrcts For Sub Teachers - Certified	\$ 1,000.00	\$ (900.00)		\$ 100.00	
71100	370		Cntrcts For Sub Tchrs - Non-Certified	\$ 1,400.00		\$ 900.00	\$ 2,300.00	
					\$ (900.00)	\$ 900.00		
							\$ -	NET CHANGE

This transfer request is to move funds to necessary lines within the budget to cover substitute payouts

**UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education March 10, 2022

To be submitted to Budget Committee March 15, 2022

FUND 142-Federal Programs-Sub Fund 940-Epidemiology & Laboratory Capacity (ELC) Grant

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget	
72120	355		Travel	\$ 3,000.00	\$ (808.00)		\$ 2,192.00	
72130	189		Other Salaries & Wages	\$ -		\$ 750.00	\$ 750.00	
72130	201		Social Security	\$ 20,530.00		\$ 47.00	\$ 20,577.00	
72130	212		Employer Medicare	\$ 4,801.00		\$ 11.00	\$ 4,812.00	
					\$ (808.00)	\$ 808.00		
							\$ -	NET CHANGE

This budget amendment request is to budget funds to cover substitute payouts

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 28th day of March, 2022



Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	15
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Janet Holloway** and **Seconded** by **Dawn Flatford** to Approve the Budget Amendment Request for Fund 142-Federal Programs as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT
BUDGET AMENDMENT REQUEST
Submitted to Board of Education March 10, 2022
To be submitted to Budget Committee March 15, 2022
FUND 177-Education Capital Projects

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
76100	707	USVAV	Building Improvements	\$ 195,950.00	\$ (12,710.00)		\$ 183,240.00
76100	707	GUIDE	Building Improvements	\$ 61,490.00		\$ 12,710.00	\$ 74,200.00
					\$ (12,710.00)	\$ 12,710.00	
						\$ -	NET CHANGE

--	--	--	--	--

This Budget transfer is to add funding to the Guidance Renovation project.



ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 28th day of March, 2022

Pam Ailor
Pam Ailor
Union County Clerk

Jason Bailey
Jason Bailey, Chairman
Union County Mayor

Voting Aye	15
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Gary England** and **Seconded** by **Sidney Jessee, Jr.** to Approve the Budget Amendment Request for Fund 177-Education Capital Projects as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

c. Surplus

SURPLUS ITEMS TO BE APPROVED BY COMMISSION PRESENTED TO BUDGET COMMITTEE: March 16, 2022 PRESENTED TO COUNTY COMMISSION COMMITTEE: March 22, 2022
--

Description	Asset #	Condition	Office	Notes
2003 Ford Ranger	need photos	Used/Does not run	Sheriff	
2008 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2010 Chevrolet Impala	need photos	Used/Starts w/ a boost	Sheriff	
2006 Ford Crown Vic	need photos	Used/For parts only	Sheriff	
2001 Ford Crown Vic	need photos	Used/For parts only	Sheriff	
2004 Ford Crown Vic	need photos	Used/For parts only	Sheriff	
2013 Dodge Charger	need photos	Used/Starts	Sheriff	
2000 Ford Mustang	need photos	Used/Does not run	Sheriff	
2010 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2008 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2003 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2008 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2008 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2008 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2005 Ford Crown Vic	need photos	Used/Does not run	Sheriff	For parts only
2004 Lincoln Navigator	need photos	Used/Starts w/ a boost	Sheriff	

A **Motion** was made by **Debra Keck** and **Seconded** by **Janet Holloway** to approve the Surplus items as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissions Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

d. Contracts
 i. The Lewis Group Architects, Inc.

 **AIA Document B101™ – 2017**

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of February in the year 2022
(In words, indicate day, month and year.)

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

Union County Public Schools
 PO Box 10
 3006 Maynardville Highway
 Maynardville, TN 37807

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

The Lewis Group Architects, Inc., P.C.
 6512 Deane Hill Drive
 Knoxville, TN 37919

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

New Middle School
 Union County, Tennessee

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The architect and owner will jointly develop a program for a new middle school. The architect will initiate the effort with a typical 1,000-core middle school program, and then tailor and refine the program with input from Union County Schools' personnel.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A new replacement middle school for Horace Maynard Middle School

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Twenty-Five Million Dollars and Zero Cents (\$25,000,000.00) initial budget, to be evaluated further after program is established, and then checked at project milestones (schematic design & design develop.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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The following dates are contingent, in part, upon a site selection no later than March 15, 2022. All dates below are for estimation purposes only.

- .1 Design phase milestone dates, if any:
Schematic Design Completion and Owner Review – Estimated May 13, 2022
Design Development Completion and Owner Review – Estimated August 01, 2022
Construction Documents Completion – Estimated December 02, 2022
State Fire Marshall (SFMO) Review – Estimated December 02, 2022
- .2 Construction commencement date:
Estimated February 01, 2023
- .3 Substantial Completion date or dates:
Estimated June 15, 2024, in anticipation of a Fall 2024 opening.
- .4 Other milestone dates:
Unknown at time of execution

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Unknown at time of execution

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Jimmy Carter
Director of Schools
carterj@ucps.org
(865) 992-5466

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Union County Board of Education, and Ms. Melissa Brown, Union County Director of Finance

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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- .1 Geotechnical Engineer:
Not Applicable – Geotechnical Engineering will be part of the Architect's responsibility per article 4.1.2.1
- .2 Civil Engineer:
Not Applicable – Civil Engineering will be part of the Architect's responsibility per article 1.1.11.1
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
Unknown at time of execution

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul McCall, AIA
Principal-in-Charge
pmccall@lewisgroup.net
(865) 584-5000

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Haines Structural Group
- .2 Mechanical Engineer:
Engineering Services Group
- .3 Electrical Engineer:
Vreeland Engineers, Inc.
- .4 Civil Engineer:
Land Development Solutions

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00).

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project 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

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include some combination of study models, perspective sketches, or digital representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

§ 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.

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§ 3.5 Procurement 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, 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, 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 4.2 and except as provided in Section 3.6.6.5, 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.

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§ 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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.

§ 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 A201-2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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 of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 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 the 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 order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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.

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§ 3.6.6.3 When Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Landscape Architecture
Surveying
Geotechnical and Subsurface Exploration
3rd Party Testing
Furniture, Fixtures & Equipment (FF&E)
Review Fees & Permitting

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Unknown at time of execution

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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;
- .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 entities providing bids or 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.

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site, per month, by the Architect during construction
- .3 Two (2) 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 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, 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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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.

§ 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 other 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 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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,

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, 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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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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.

(Paragraph deleted)

§ 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. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 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.)

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

If the Owner and Architect do not select a method of binding dispute resolution, 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.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of 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 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 Owner shall pay the Architect 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.

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§ 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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

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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.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1

(Paragraphs deleted)

Percentage Basis

(Insert percentage value)

Six Percent (6.00) % of the cost of the work. Civil Engineering, Food Service Consulting, and all reimbursable expenses not listed in Article 11.8.1 would be included in the Six Percent (6.00%)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

Refer to Exhibit "A"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Refer to Exhibit "A"

§ 11.4 Compensation for Supplemental and 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 Twenty percent (20 %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (05	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)

Refer to Exhibit "A"

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

.2

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs deleted)

.3

Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 Sixty (60) 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 and One-Half Percent (1.50%) per month beginning on the day after payment is due, in accordance with TCA 12-4-704

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

Not Applicable

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 the Owner and Architect.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as modified;
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, as modified;

(Paragraphs deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.) as modified;

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

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and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A"

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)
Dr. Jimmy Carter, Director of Schools
(Printed name and title)


ARCHITECT (Signature)
Paul M. McCall, Principal
(Printed name, title, and license number, if required)

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Exhibit "A"

Rate Schedule - 2022

Principal	\$250.00 / hour
Project Manager	\$150.00 / hour
Architect / Interior Designer	\$120.00 / hour
Architectural Associates	\$90.00 / hour
Administration	\$50.00 / hour
Consultant Fees	1.20 x Cost Billed to Architect

The Above Rates are applicable through the term of the Agreement as indicated in Article 4.2.5 herein.

Owner Initial

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Debra Keck** to approve The Lewis Group Architects, Inc. Contract as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Chesney, Danny Cooke, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** Jeffrey Brantley, Bill Cox, and Earl Cox. **Commissioners Passing:** None. **Motion Carried.**

13. Approve/Disapprove New Member to the Union County Beer Board

A **Motion** was made by **Larry Lay** and **Seconded** by **R.L. Jones** to Appoint Andrew Woods as the New Member to the Union County Beer Board.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** Earl Cox. **Commissioners Passing:** None. **Motion Carried.**

14. Approve/Disapprove Resolution for Union County to Commit ARPA funds for Broadband Internet Grant

BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE

RESOLUTION

No. 01 03-28-2022

BE IT RESOLVED that Union County, Tennessee, hereby commits to an expenditure of up to Two Million Dollars (\$2,000,000.00) from funds received from the American Rescue Plan Act to bring broadband internet to Union County.

Motion to Adopt by: Jeffrey Brantley

Seconded by: Dawn Flatford

Voting for: Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox,

Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr.,

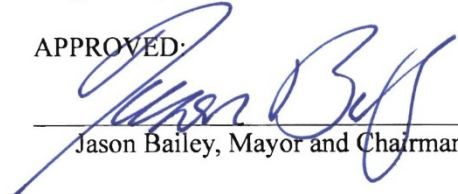
R.L Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker

Voting no: None

Passing: None

ADOPTED AND APPROVED, in open meeting at Maynardville, Tennessee, this 28th day of March, 2022.

APPROVED:



Jason Bailey, Mayor and Chairman

Attest:



County Clerk



A **Motion** was made by **Jeffrey Brantley** and **Seconded** by **Dawn Flatford** to Approve Resolution No. 01 03-28-2022 for Union County to Commit ARPA funds for Broadband Internet Grant as presented.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

15. Old Business: There was no Old Business brought before County Commission in open meeting on Monday, March 28, 2022.
16. New Business: There was no New Business brought before County Commission in open meeting on Monday, March 28, 2022.
17. Addendums: There were no Addendums brought before County Commission in open meeting on Monday, March 28, 2022.
18. Public Comments: There were no Public Comments brought before County Commission in open meeting on Monday, March 28, 2022.
19. A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **R.L. Jones** to **Adjourn**.

County Chairman Jason Bailey Called for a Roll Call Vote: **Commissioners Voting For:** Jeffrey Brantley, Jeffrey Chesney, Danny Cooke, Bill Cox, Earl Cox, Gary England, Dawn Flatford, Kenny Hill, Janet Holloway, Sidney Jessee, Jr., R.L. Jones, Debra Keck, Larry Lay, Becky Munsey, and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

Union County Commission's Regular meeting **Adjourned at 7:43 P.M.**